



Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, December 4, 2024 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 20, 2024

Mayor's Comments: Swear In Of Police Officers: Hannah McGlaulin And Uzoma Nwokedi

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 \$4,082,916.45 For The Period Ending November 9, 2024 Through November 15, 2024.

Documents:

[RES CLAIMS PAYABLE NOV 9, 2024 - NOV 15, 2024.PDF](#)

(2) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,912,663.10 For The Period Ending November 16, 2024 Through November 22, 2024.

Documents:

[RES CLAIMS PAYABLE NOV 16, 2024 - NOV 22, 2024.PDF](#)

(3) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,534,600.33 For The Period Ending November 16, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 24.PDF](#)

(4) Adopt Resolution Authorizing Electronic Claims Against The City Of Everett In The Amount Of \$7,707,171.28 For The Period Ending October 1, 2024 Through October 31, 2024.

Documents:

[EFT COUNCIL RESOLUTION 2024-10.PDF](#)

(5) Authorize The Mayor To Sign Amendment No. 2 To The Professional Services Agreement With Aspect Consulting For Engineering Support With WFP Inert Waste Landfill.

Documents:

[ASPECT CONSULTING.PDF](#)

(6) Approve A Resolution Setting The Capitalization Thresholds For Capital Assets.

Documents:

[CAPITALIZATION THRESHOLD RESOLUTION.PDF](#)

(7) Authorize Release Of Invitation For Bid #2024-109 For Maintenance, Repair, And Operating Materials As Substantially Provided.

Documents:

[IFB 2024-109 MRO SUPPLIES_RELEASE SOLICITATION.PDF](#)

(8) Authorize The Call For Bids For The Parks LED Lighting Retrofit Project.

Documents:

[PARKS LED LIGHTING RETROFIT PROJECT - CALL FOR BIDS.PDF](#)

(9) Authorize The Call For Bids For The Forest Park Pickleball Court Installation.

Documents:

[FOREST PARK PICKLEBALL PROJECT-CALL FOR BIDS.PDF](#)

(10) Authorize The Call For Bids For Phase One Construction Of The Later Phase Eclipse Mill Park Project And Riverfront Trail Improvement Project.

Documents:

[LATER PHASE ECLIPSE MILL PARK PROJECT AND RIVERFRONT TRAIL IMPROVEMENT PROJECT-CALL FOR BIDS.PDF](#)

(11) Authorize The Mayor To Sign The Sun Life Contract.

Documents:

[SUN_LIFE_EMPLOYEE_INSURANCE.PDF](#)

(12) Authorize The Mayor Or Her Designee To Accept And Sign All Necessary Documents And Agreements For The FY24 Safe Streets For All (SS4A) Grant In The Amount Of \$400,000.

Documents:

[FHWA-FY24 SAFE STREETS GRANT.PDF](#)

(13) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With HWA Geosciences, Inc.

Documents:

[HWA GEOSCIENCES-ON CALL SERVICES-AMEND1.PDF](#)

(14) Approve The Mayor's Acceptance Of A Donation From The Best Friends Animal Society Totaling \$25,000 Into The Fund For The Animals.

Documents:

[BEST FRIENDS ANIMAL SOCIETY DONATION.PDF](#)

(15) Authorize The Mayor To Sign The Professional Services Agreement With Shiels Obletz Johnsen, Inc. In The Amount Of \$457,986.

Documents:

[SOJ PSA AMENDMENT.PDF](#)

(16) Authorize The Mayor To Sign Amendment No. 2 To The Professional Services Agreement With Milliman, Inc.

Documents:

[ACTUARIAL VALUATION AMENDMENT 2_MILLIMAN INC..PDF](#)

(17) Authorize The Mayor To Execute The Grant Agreement With Snohomish County, In Substantial Form, And A Subrecipient Agreement With Everett Gospel Mission For Operations Of EGM's Pallet Project.

Documents:

[EGM PALLETS SNOHOMISH COUNTY GRANT AGREEMENT.PDF](#)

(18) Authorize The Mayor To Sign All Necessary Documents Accepting The State Of Washington Department Of Commerce 2023-2025 State Capital Budget Appropriation For The Forest Park Pickleball Court Installation Project.

Documents:

[FOREST PARK PICKLEBALL INSTALLATION WA COMMERCE GRANT ACCEPTANCE.PDF](#)

(19) Authorize The Mayor To Sign The Parking Services Management Contract Amendment No.4 With The Downtown Everett Association For Parking Management Services For The EverPark Garage.

Documents:

[PARKING SERVICES MANAGEMENT CONTRACT AMENDMENT 4.PDF](#)

(20) Authorize The Submittal And Authorization For The Mayor To Sign All Necessary Documents And Agreements With The Washington State Department Of Commerce For

Award Of The Washington Electric Vehicle Charging Program Grant.

Documents:

[WA EV CHARGER GRANT AGREEMENT ACCEPTANCE.PDF](#)

PROPOSED ACTION ITEMS:

(21) CB 2411-33 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “Everett Smelter Drainage” Fund 336, Program 028, As Established By Ordinance No. 3872-22. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-33.PDF](#)

(22) CB 2411-34 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, As Established By Ordinance No. 3696-19. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-34.PDF](#)

(23) CB 2411-35 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, As Established By Ordinance No. 3807-21. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-35.PDF](#)

(24) CB 2411-36 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “WFP Portal 4 Improvements” Fund 336, Program 018, As Established By Ordinance No. 3894-22. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-36.PDF](#)

(25) CB 2411-37 – 2nd Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, As Established By Ordinance No. 3947-23. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-37.PDF](#)

(26) CB 2411-38 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled “2025 Federal Overlay” Fund 303, Program 131. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-38.PDF](#)

(27) CB 2411-39 – 2nd Reading – Adopt An Ordinance Approving The Appropriations Of The

2024 Revised City Of Everett Budget And Amending Ordinance No. 4046-24. (3rd & Final Reading 12/11/24)

Documents:

[CB 2411-39.PDF](#)

(28) CB 2411-40 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Fleming St. Bicycle Corridor" Fund 303, Program 124, As Established By Ordinance No. 3858-21. (3rd & Final Reading 12/18/24)

Documents:

[CB 2411-40.PDF](#)

ACTION ITEMS:

(29) CB 2410-30 - Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2025 In The Amount Of \$944,422,185.

Documents:

[CB 2410-30.PDF](#)

(30) Authorize The Release Of Request For Proposal #2024-155 Care Management Services In The Form Substantially Provided.

Documents:

[CARE MANAGEMENT SERVICES.PDF](#)

(31) Authorize The Release Of Request For Proposal #2024-157 Competency Diversion Services In The Form Substantially Provided.

Documents:

[COMPETENCY DIVERSION SERVICES.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](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

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

- 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->.

Council President

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 Nov 16, 2024 through Nov 22, 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>
002	General Government	32,698.65	138	Hotel/Motel Tax	5,807.50
003	Legal	145,311.38	145	Real Property Acquisition	37,298.57
004	Administration	3,300.00	146	Property Management	7,822.63
005	Municipal Court	758.40	151	Fund for Animals	6,374.20
007	Human Resources	8.40	152	Cum Reserve-Library	1,100.00
009	Misc Financial Funds	325,413.28	153	Emergency Medical Service:	91,529.36
010	Finance	30.00	155	Capital Reserve Fund	15,492.86
015	Information Technology	4.20	156	Capital Reserve Fund	15,014.45
018	Communications, Mktg & Engag	232.16	157	Capital Reserve Fund	20,837.70
021	Planning & Community Dev	140.40	198	Community Dev Block Gran	30,665.19
024	Public Works-Engineering	47,546.98	303	PW Improvement Projects	12,872.00
031	Police	4,361.42	336	Water & Sewer Sys Improv l	26,096.01
032	Fire	229.59	342	City Facilities Construction	143,844.44
			354	Parks Capital Construction	8,162.82
	TOTAL GENERAL FUND	\$ 560,034.86	401	Public Works-Utilities	450,476.35
			402	Solid Waste Utiliity	3,507.13
			425	Public Works-Transit	26,142.82
			430	Everpark Garage	1,298.19
101	Parks & Recreation	26,915.66	440	Golf	35,334.60
110	Library	5.76	501	MVD-Transportation Service	61,670.75
112	Community Theater	19,801.83	505	Computer Reserve	22,992.76
114	Conference Center	1,200.00	508	Health Benefits Reserve	8,268.75
119	Public Works-Street Improveme	1,948.75	637	Police Pension	39,983.02
120	Public Works-Streets	9,409.34	638	Fire Pension	84,847.06
126	MV-Equipment Replacement Re	15,267.70	661	Claims	65,215.20
130	Develop & Const Permit Fees	156.00	665	Other Special Agency Funds	55,268.84
				TOTAL CLAIMS	\$ 1,912,663.10

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 November 16, and checks issued November 22, 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	13,178.34	7,206.25
003	Legal	137,455.04	28,076.50
004	Administration	52,795.53	9,814.92
005	Municipal Court	69,345.35	21,634.95
007	Personnel	55,047.71	17,752.74
010	Finance	111,647.95	34,822.90
015	Information Technology	110,847.58	35,238.95
018	Communications and Marketing	21,405.80	6,732.11
021	Planning & Community Dev	120,558.47	33,996.00
024	Public Works	225,058.92	72,287.72
026	Animal Shelter	60,189.08	23,696.94
030	Emergency Management	9,864.81	3,492.06
031	Police	1,264,205.08	315,161.28
032	Fire	750,145.41	186,535.10
038	Facilities/Maintenance	115,791.18	41,804.29
101	Parks & Recreation	140,737.11	56,238.51
110	Library	122,255.66	39,063.19
112	Community Theatre	8,654.25	2,093.47
120	Street	80,627.77	28,372.82
153	Emergency Medical Services	420,882.59	97,627.52
197	CHIP	7,701.52	1,847.66
198	Community Dev Block	3,839.53	1,256.54
401	Utilities	950,963.36	342,431.55
425	Transit	564,878.48	200,918.81
440	Golf	34,003.47	12,169.75
501	Equip Rental	82,520.34	30,043.94
		<u>\$5,534,600.33</u>	<u>\$1,650,316.47</u>

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

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	175,103.86
101	Park	31,679.53
110	Library	3,865.60
112	Community Theater	1,592.52
119	Public Works - Street Imp	400.38
120	Streets	3,468.35
126	Moter Vehicle/Equip Repl	128.00
138	Hotel/Motel	303.32
145	ESCROQ	265.00
146	Parking Lot Reserve	491.29
148	Municipal Art Fund	51.33
151	Animal Reserve	16,487.43
152	Library Reserve	156.26
153	EMS	21,724.15
155	Gen Gov Spec Proj	2,543.49
156	Criminal Justice	13,375.06
162	Capital Rreserve	519.95
197	CHIP	436.14
303	Public Works Improvement Proj	613.00
336	Water/Sewer System Imrpov	3,110.17
342	City Facilities Construction	4,226.38
354	Parks Capital Construction	626.09
401	Utilities	413,526.74
402	Solid Waste Utility	895.65
425	Transit	61,856.54
430	Everpark Garage	1,574.24
440	Golf	125,905.71
501	Transportation Services	137,089.15
503	Self-Insurance Fund	241,700.50
505	Computer Reserve Fund	2,933.59
507	Telecom	926.04
508	Health Benefits Reserve	1,218,819.74
637	Police Pension	84,933.63
638	Fire Pension	104,687.66
661	Payroll Withholding	5,028,356.79
670	Custodial Funds	2,798.00
TOTAL CLAIMS		
BY ELECTRONIC TRANSFER		7,707,171.28

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2024

Council President



City Council Agenda Item Cover Sheet

Project title: Authorize the Mayor to sign Amendment No. 2 to the Professional Service Agreement with Aspect Consulting for WFP Inert Waste Landfill Engineering Support services

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Amendment

Department(s) involved:

Public Works Operations –
Water Filtration Plant

Contact person:

Jeff Marrs

Phone number:

425.257.8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: WFP Inert Waste Landfill Engineering Support

Partner/Supplier: Aspect Consulting

Location: Everett Water Filtration Plant

Preceding action: Original Contract, dated 11/30/20
Amendment No. 1, dated [12/8/22](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

This agreement will extend the time and budget of the PSA with Aspect Consulting by one year and adds an additional \$3,000 for a total not to exceed \$50,720.

Project summary statement:

Aspect consulting services will provide engineering and geotechnical support at the Water Filter Plant's Inert Waste Landfill including updating regulatory documents, evaluating the state of the lakeside berm, and assessing the stability of the backwash solids in the landfill.

Amendment No. 2 extends the term of the existing Professional Services Agreement between the City and Aspect Consulting to December 31, 2025, and increases the expenditure amount by \$3,000 from a total compensation maximum from \$47,720 to \$50,720.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Aspect Consulting for engineering support with WFP Inert Waste Landfill.



**AMENDMENT NO. 2
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	Aspect Consulting, LLC
City Project Manager	Joseph Ferguson
	JFerguson@everettwa.gov
Original Agreement Date	11/30/2020

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 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	\$47,720
	Compensation Added (or Subtracted) by this Amendment	\$3,000
	Maximum Compensation Amount After this Amendment	\$50,720

Changes to Scope of Work	<p>Scope of Work is not changed by this Amendment </p> <p>Leaving selection as “Click for Dropdown Menu” means no change to Scope of Work.</p>
Other Amendments	<p>Amendment #1 – Extended date from December 31, 2022 to December 31, 2024</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

ASPECT CONSULTING LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Erik O Andersen, PE

Signer's Email Address:

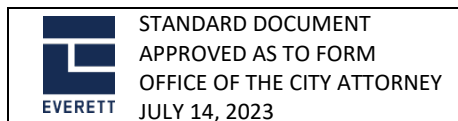
Erik.Andersen@aspectconsulting.com

Date

Title of Signer: Principal Geotechnical Engineer

ATTEST

Office of the City Clerk



Project title: A Resolution setting capital asset capitalization thresholds.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/4/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Resolution

Department(s) involved:
Finance

Contact person:
Heide Brillantes

Phone number:
(425) 257-8612

Email:
HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Capitalization Thresholds Update

Partner/Supplier: NA

Location: NA

Preceding action: [Resolution 4984](#)

Fund: Multiple

Fiscal summary statement:

None.

Project summary statement:

The Resolution revises the capitalization threshold for various classes of capital assets.

Recommendation (exact action requested of Council):

Approve a Resolution setting the capitalization thresholds for capital assets.



RESOLUTION NO. _____

A RESOLUTION setting capital asset capitalization thresholds

WHEREAS,

1. It is important to have a uniform system for control and inventory of capital assets; and
2. The City Council is to establish the value of capital assets to be capitalized as needed; and
3. The capital assets capitalization threshold has not been reviewed for a considerable period; and
4. The federal uniform guidance threshold for determining items that are considered equipment is now \$10,000; and
5. The Washington State Auditor's Office and generally accepted best practices recognize that certain "small and attractive assets" with a unit cost (including sales tax) of less than the government's capitalization threshold may be considered vulnerable to loss, and therefore should be subject to special property control;

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

Capital assets shall be controlled as follows.

1. Capital assets that have an expected useful life of at least two years and a value at or above the threshold listed below by general asset category will be capitalized.

ASSET CATEGORY	THRESHOLD
Land	no minimum
Buildings and Building Improvements	\$ 100,000
Improvements Other Than Buildings	\$ 100,000
Infrastructure	\$ 300,000
Machinery and Equipment - individual purchases	\$ 10,000
Intangible Assets	\$ 100,000
Aggregate Asset Purchases - annual cost	\$ 100,000
Library Books - annual aggregate cost	\$ 100,000

2. Assets with a value less than \$10,000 and considered to be attractive and vulnerable to loss will be tagged and subject to an annual inventory, but not capitalized for financial reporting purposes.
3. The capitalization thresholds are effective as of January 1, 2024.

Councilmember introducing resolution

Passed and approved this 4th day of December, 2024.

Council President

Project title: Authorize Release of Invitation for Bid #2024-109 Maintenance, Repair, and Operating Materials (MRO)

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

IFB 2024-109

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Invitation for Bid #2024-109 Maintenance, Repair, and Operating (MRO) Materials

Partner/Supplier: TBD

Location:

Preceding action: n/a

Fund: 401

Fiscal summary statement:

Staff anticipates this solicitation will result in a request for multiple awards. The lowest responsive and responsible bids will be brought back to the council for consideration and award.

The estimated annual cost for all the parts listed in the solicitation is approximately \$850,000 but can vary depending on need and may exceed \$1 million.

Project summary statement:

The Public Works department uses maintenance, repair, and operating (MRO) materials to support various programs, such as water, sewer, and technical services. This solicitation includes a variety of materials that are purchased and inventoried by Public Works. Materials are received, inventoried, and then charged to projects as needed for improved project cost tracking.

The intent is to award to multiple suppliers based on the lowest cost per item. If an emergent need arises and the lowest-cost supplier is unable to provide the required materials, then staff will proceed to the next lowest supplier to meet project demand. This award approach will improve efficiency in obtaining needed maintenance, repair, and operating materials.

Recommendation (exact action requested of Council):

Authorize release of Invitation for Bid #2024-109 for Maintenance, Repair, and Operating Materials as substantially provided.



PROCUREMENT

Invitation for Bid #2024-109

Procurement Professional Point of Contact:
Bert Cueva, CPPB
Senior Procurement Specialist
(425) 257-8903
bids@everettwa.gov

MAINTENANCE, REPAIR, AND OPERATING (MRO) PARTS

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date.....	December 5, 2024
Deadline for Final Questions	January 9, 2025
Bid Due Date	January 21, 2025, 2:00 p.m. Pacific Standard Time
Award	February 2025
Anticipated Contract Start Date	February 2025
Contract Term	1 year with four (4) one-year extension options at the sole discretion of the City of Everett
<p>Submit Sealed Bids to: City Clerk's Office – Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201</p> <p>Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number and contact information listed above. Only bids that arrive in the City Clerk's office by the deadline will be considered. 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://www.everettwa.gov/2713/Bid-opportunities</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a bid.</p> <p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Invitation for Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.</p>	

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SECTION 1 - INSTRUCTIONS

1.1 BID SUBMITTAL

The City Clerk's Office must receive the Supplier's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the supplier.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No supplier may withdraw its bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Bidder as deemed in the best interests of the City.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive bid.

1.2 BID OPENING

At the appointed time, all bids will be opened and read aloud publicly via live streaming or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett WA 98201. The link to view live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

1.3 OFFER PERIOD

All bids submitted shall remain open for 60 days from the receipt date. The City of Everett reserves the right to extend this period.

1.4 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Bid Due Date. Supplier shall 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.

1.5 WITHDRAWAL OF BIDS

Suppliers may withdraw a bid 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 Invitation to Bid cover sheet.

1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The supplier shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

1.7 MULTIPLE BIDS

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

1.8 EVALUATION AND AWARD

The City of Everett will award the Bid to the responsive and responsible Supplier(s) with the lowest offer that best meets the needs of the City, or reject any and all Bids.

- a. Responsive Bidder- 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 Bidder - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.9 METHOD OF AWARD

After bids are received, the City will determine the method of award based on the best interest of the City. The City will choose between two methods:

“All or Nothing”: The City awards all bid items to a single bidder, with the award made to the responsive and responsible bidder with lowest price on the sum of all the bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City may (1) declare the bid non-responsive and not eligible for an “All or Nothing” award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

“Item by Item”: The City awards on an item-by-item basis to one or more bidders, with the award for each item made to the responsive and responsible bidder with the lowest price on that item. The City may award some or all of the bid items, and may elect to not award some bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City will not consider that bidder for award on that bid item.

1.10 BIDDING ERRORS

The City of Everett will not be liable for any errors in supplier bids. Suppliers will not be allowed to alter bids after the deadline for bid submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in bids by the City of Everett or the Supplier. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors or omissions contained in their bids.

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the bids a supplier claims an error, and requests to be relieved of award, they will be required to promptly present certified work sheets. The Procurement Professional will review the work sheets and if the Procurement Professional is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the supplier may be relieved of their bid.

1.11 CANCELLATION

The City, at its sole discretion may choose to reject any or all bids, in whole or in part.

1.12 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>.

1.13 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 Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.14 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.

1.15 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.

1.16 NO CONFIDENTIALITY

By submitting a bid, the bidding supplier understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the City. The City will disclose the bid and all such materials to anyone at any time and without notice to the bidding supplier.

1.17 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.

1.18 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Invitation for Bid does not compel the City of Everett to purchase. The City of Everett reserves the right to reject any and all Bids.

1.19 COST OF PREPARING BIDS

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 Invitation for Bid.

1.20 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.

1.21 RECYCLE

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

1.22 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 - SPECIFICATIONS

2.1 INTENT

The City of Everett seeks suppliers to furnish maintenance, repair, and operating (MRO) parts for the Public Works Department's water and sewer programs.

2.2 MAINTENANCE, REPAIR, AND OPERATING (MRO) PARTS REQUIREMENTS

The categories listed provide a general, non-inclusive description of the required materials and should not be considered restrictive. Form 3.02 Price Sheets will list specific part numbers, descriptions, and desired or required manufacturers. All products offered must be new, unused, and of the latest design and technology.

The City of Everett part numbers provided in Form 3.02 are included for internal inventory purposes and do not provide discernible information regarding the characteristics of the requested parts.

- Category 1: PVC Connections
- Category 2: Brass Fittings
- Category 3: Hydrants
 - All hydrants must conform with Everett Specifications #507 and #511, as shown in Appendix A and Appendix B.
- Category 4: Valves
- Category 5: Service Saddles
- Category 6: Sleeves & Couplings
- Category 7: Pipe & Fittings
- Category 8: Valve & Meter Boxes
- Category 9: Small Brass

2.3 SPECIFICATIONS

- A. Parts furnished under this contract will be ordered by issuance of a purchase order to the supplier. Parts may not be ordered and delivered without a valid purchase order.
- B. Orders may be placed at any time during the contract period.
- C. Suppliers must deliver all part orders placed against this solicitation within 5 business days of receipt of the City Purchase Order or have all parts available for pickup at the closest Supplier location as soon as possible and no later than 5-30 business days. Faster delivery is preferred.
- D. In the event delivery cannot be made by the required delivery date after the order is placed, the supplier must notify the city's Procurement Professional and inventory control tech immediately when known in writing.
- E. When an urgent need, as defined by the City's Procurement Policy, as an immediate need for goods or services that does not allow for normal purchasing processing time, arises and the lowest-cost supplier cannot provide the required materials within the time frame required, then the city will proceed to the next lowest-cost supplier to meet project demand.

2.4 QUANTITIES

The quantities listed in the price sheet are expressly agreed to be an estimated usage only and nothing will bind the City of Everett to purchase any specified number of parts. It is also understood that the City of Everett will not be obligated to purchase or pay for any items until ordered and received by the city. The city reserves the right to order and receive quantities as needed.

2.5 RELATED PRODUCTS

Additional products may be added during the duration of the contract in each of the product categories listed above. Pricing will be requested from all contracted suppliers for the product, provided that such products are typically furnished by the supplier to provide an equal opportunity for future awards.

Any additional products will be added to the contract through a documented contract amendment.

The Supplier shall not affect any change without the prior written approval of the City of Everett Procurement Professional.

2.6 WARRANTY

The manufacturer's standard warranty must apply to all products furnished to the City of Everett.

2.7 USAGE REPORT

Upon request, the supplier must provide the City with an electronic usage report defining the acquisition activity outlined in this solicitation. Usage report must include the quantity and dollar value of each item acquired by the city. The usage reporting format is provided in Appendix C and includes the Microsoft Office Excel template file.

2.8 BRAND NAME REQUIREMENTS

The City has determined that only identified brand name materials will satisfy the City of Everett's needs. Brand Name specific requirements are annotated for each part on the price sheet with "**BRAND NAME ONLY**"

NOTE:

- A. **BRAND NAME ONLY** – Not all materials listed in Form 3.02 price sheets are brand name specific. Only those that are brand names specific have been annotated.
- B. **"APPROVED EQUIVALENT"** – When annotated, the brand name listed is provided as a standard of quality, performance, or use desired. Similar items of manufacturers other than those listed will be considered if comparable in quality and function.
- C. **No annotations**—For parts without an annotation, similar items or items of manufacturers other than those listed will be considered if they are comparable in quality and function.

2.9 DELIVERY

Prices shall include delivery and be F.O.B. Destination:

City of Everett Public Works
3200 Cedar Street Building 3
Everett WA 98201.

The supplier assumes responsibility for the delivery of all equipment quoted.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Everett retroactive to the effective date of the price reductions.

2.10 MULTIPLE AWARD

The City of Everett may enter into contracts with multiple suppliers and award to the lowest, most responsive bidders on an item-by-item basis. Any bid submitted on an "All or Nothing" basis should be marked as such.

2.11 ALTERNATIVE METHOD OF PAYMENT – PROCUREMENT CARDS

The City of Everett utilizes Visa branded Procurement Cards as an alternative method of payment. Any additional costs of accepting the City's procurement card will be factored into the total cost of the quote. Award will be made to the responsive and responsible Supplier with the lowest total cost including any fees associated with accepting the City's procurement card.

2.12 PRICING ADJUSTMENTS

Prices must remain firm for the duration of the initial 90 days of the contract period. Reasonable price changes based on market conditions may be made after the initial 90-day contract period. The Supplier must supply documentation satisfactory to the City of Everett. Documentation can include documented changes to the Producers Price Index (PPI) for the commodity or commodities, manufacturers notification of price increase or a manufacturer's published modification of price change(s) in order for staff to conduct an analysis. The following PPI commodity codes will be used from the U.S. Bureau of Labor Statistics.

Categories	PPI Series ID
PVC Connections	WPU072106033
Brass Fittings	WPU10250239 – Copper Alloy WPU072106033 – Plastic
Hydrants	WPU10150211
Valves	WPU10170674 – Stainless Steel WPU10150211 – Ductile Iron
Service Saddles	WPU10150211
Sleeves & Couplings	WPU10170674 – Stainless Steel WPU10150211 – Ductile Iron
Pipe & Fittings	WPU10170674 – Stainless Steel WPU10150211 – Ductile Iron WPU1015021 – Cast Iron
Valve & Meter Boxes	WPU1015021 – Cast Iron WPU072106033 – Plastic
Small Brass	WPU10250239

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change must be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices. No payment for additional parts not stipulated in the IFB shall be paid without prior approval by the Procurement Division. It is the Supplier's responsibility to keep all pricing up to date and on file with the City of Everett.

Items may be re-awarded on a line-by-line basis if the requested price increase raises the cost of the items above the next offered price.

The Supplier shall give the City of Everett Procurement Division thirty (30) calendar days' written notice before the effective date of the price increase. If the price increase request is not approved, the City may cancel by individual line item or contract.

2.13 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – BID SUBMITTAL REQUIREMENTS


3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a bid, which must demonstrate an understanding of the bid requirements as stated throughout this Invitation for Bid.

Bids in response to this IFB must be submitted in the order specified below. Bids must include:

- 1. Form 3.01 – Supplier Commitment and Information**
- 2. Form 3.02 – Price Sheet**
- 3. Form 3.03 – Certificate of Non-Debarment/Suspension**

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

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 EVERETT WASHINGTON
	City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201
	IFB Number: 2024-109
	IFB Title: Maintenance, Repair, and Operating (MRO) Materials
	Procurement Professional: Bert Cueva, CPPB
	Supplier:

**U
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T**

FORM 3.01 SUPPLIER COMMITMENT AND INFORMATION

INVITATION FOR BID #2024-109 MAINTENANCE, REPAIR, AND OPERATING MATERIALS

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 signing below, Supplier agrees to be bound by all solicitation requirements and acknowledges receipt all solicitation addenda, if any. In addition, Supplier certifies as following: (1) the undersigned is authorized to commit Supplier to this bid and that the information herein is valid 90 days from this date, (2) all information presented herein is accurate and complete, (3) Supplier has had an opportunity to ask questions regarding this bid and that those questions have been answered, and (4) this bid is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting a bid and is in all respects fair and without collusion or fraud.

By signing below, Supplier agrees that a contract will be formed between the City and Supplier if the City awards to Supplier and issues a purchase order to Supplier. The City-Supplier contract will include all parts of this solicitation, including without limitation all specifications and all standard purchase order terms and conditions. The contract will also include Forms 3.01, 3.02, 3.03, and 3.04 as filled out by Supplier. No terms or conditions or qualifications proposed or otherwise provided by Supplier in such Forms or elsewhere will be part of the contract unless the City in its sole discretion adds them to the contract by calling them out on the face of the City's purchase order.

This form shall be submitted as the bid cover page. This form may be signed by any method: ink, pdf, e-sign or otherwise. Supplier agrees that its signature below is fully binding on Supplier.

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

FORM 3.02 PRICE SHEET
INVITATION FOR BID #2024-109 MAINTENANCE, REPAIR, AND OPERATING MATERIALS

Supplier Name:

Complete the provided Microsoft Excel price sheets. Return one hard copy with your bid. A second electronic copy must be submitted at 2:00 p.m. Pacific Time by January 21, 2025 at this website:

<https://ftp.everettwa.gov/?ShareToken=FDE623B78B3EFDB937727228BD6CDB23875B3484>. Price sheets must be submitted in the original electronic format. In the instance that a change is made between the hard copy pricing and what is submitted electronically, the hard copy submitted pricing will prevail.



2024-109 MRO Price
List.xlsx

Suppliers must initial somewhere on each hard copy price sheet page to distinguish, for record, the price sheet provided with the bid. If there is a conflict between the unit price and the extended price, the unit price shall govern.

Should there be any issues submitting the electronic price sheet, please contact the Procurement Professional listed on the cover page of the IFB.

Quotes for goods and/or services other than those specified will not be considered unless authorized by the solicitation.

- Category 1: PVC Connections
- Category 2: Brass Fittings
- Category 3: Hydrants
- Category 4: Valves
- Category 5: Service Saddles
- Category 6: Sleeves & Couplings
- Category 7: Pipe & Fittings
- Category 8: Valve & Meter Boxes
- Category 9: Small Brass

*Note: Quantities listed in the above spreadsheet are estimates for award purposes only. Actual purchase quantities may vary.

FORM 3.02 PRICE SHEET
INVITATION FOR BID #2024-109 MAINTENANCE, REPAIR, & OPERATING (MRO) MATERIALS

Supplier Name:

Copy category subtotals from the Excel spreadsheet to the subtotal summary.

Category Number	Category Description	Subtotal Summary
1	PVC Connections	\$
2	Brass Fittings	\$
3	Hydrants	\$
4	Valves	\$
5	Service Saddles	\$
6	Sleeves & Couplings	\$
7	Pipe & Fittings	\$
8	Valve & Meter Boxes	\$
9	Small Brass	\$
Categories 1-9, Subtotal		\$
9.9% Sales Tax		\$
Total		\$

Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?

Yes ☐ No ☐

Do you accept Visa Cards? Yes ☐ No ☐

Is a fee for accepting credit cards? Yes ☐ No ☐

If so, state the fee – Credit card fee _____%

In addition to delivery, do you have a store location within a 50-mile radius of the City of Everett, zip code 98201?

Yes ☐ No ☐ If yes, provide the address of the location with the closest proximity to the City of Everett.

FORM 3.03 CERTIFICATE OF NON-DEBARMENT/SUSPENSION

INVITATION FOR BID #2024-109 MAINTENANCE, REPAIR AND OPERATING MATERIALS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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.

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

SECTION 4 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

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

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).

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Lower Tier Participant: see “Supplier”.

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 that 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.

WAC: Washington Administrative Code.

CONTRACT FOR PURCHASE OF GOODS

This Contract for Purchase of Goods ("**Contract**") is effective as of the date of the last signature below ("**Effective Date**") and is between the City of Everett, a Washington municipal corporation (the "**City**"), and Supplier identified in the Basic Provisions below ("**Supplier**"). This Contract arises from the Solicitation identified below. This Contract is for the purpose of Supplier supplying goods as set forth in this Contract. This Contract includes and incorporates the Basic Provisions, the attached General Provisions, the attached Supplier Response to the Solicitation, and the documents listed as Contract Documents in the Basic Provisions.

BASIC PROVISIONS	
Solicitation	Enter name and number of solicitation
Supplier	Enter Supplier name
	Enter Supplier street address
	Enter Supplier city, state, zip
	Enter Supplier email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Contract Term	<p>The Contract term is one year, commencing on the Effective Date. Thereafter, the City has the option to extend this Contract by five extension terms of one year each. The City exercises its option for each extension term by delivery of a written notice of extension to the Supplier. Such notice extends the Contract without any other action needed by the parties.</p>

BASIC PROVISIONS	
Contract Documents	<p>The following documents ("Contract Documents") are incorporated by reference and are hereby made a part of this Contract: this Contract for Purchase of Goods; the Solicitation and addenda thereto, including without limitation any instructions, specifications, price sheets and any other document included in the Solicitation, and the following document(s), if any: Enter additional contract document(s) or N/A.</p> <p>Supplier's response to the Solicitation is part of the Contract Documents, but only to the extent that it is actually attached to this Contract for Purchase of Goods. Parts of a Supplier's response that are omitted from the attachment or crossed out in the attachment are not part of the Contract.</p> <p>During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed with delivery of goods, but only for the goods specified in the purchase order. A purchase order is only a notice to proceed, and the purchase order's preprinted terms and conditions are not part of this Contract. No response by Supplier to a City purchase order becomes part of the Contract.</p>
Goods to Be Supplied	As shown in the Price Sheet (Form 3.02) attached as part of Supplier's Response to the Solicitation.
Minimum Quantities	The City has no obligation to purchase any minimum quantity of goods from Supplier
Pricing	As shown in the attached Price Sheet (Form 3.02)
Pricing Adjustments	As shown in the Solicitation
Delivery Requirements	As shown in the Solicitation
Additional Provision(s)	N/A

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Supplier have executed this Contract, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached Supplier Response to the Solicitation, and the Contract Documents listed in the Basic Provisions.

CITY OF EVERETT

Enter Supplier name – must match name in Basic Provisions

WASHINGTON

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name


Signer's Email Address: Enter email address

Title of Signer: Enter title

Date

ATTEST

Office of the City Clerk

	STANDARD DOCUMENT
	APPROVED AS TO FORM
	OFFICE OF THE CITY ATTORNEY
	SEPTEMBER 19, 2024

ATTACHMENT
CONTRACT FOR THE PURCHASE OF GOODS
(GENERAL PROVISIONS)

1. **SCOPE OF CONTRACT.** Supplier shall supply the goods described in the Contract in accordance with the Contract. The Contract is as defined in the Basic Provisions. Unless otherwise specifically stated in the Contract, in the event of difference or conflict between parts of this Contract, Supplier shall be bound by whichever is more stringent on Supplier. This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
2. **SPECIFIC TERMS AND CONDITIONS RELATED TO GOODS.** Except otherwise specifically provided in the Solicitation:
 - a. **Handling:** No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
 - b. **Delivery Date:** For any change to the delivery date specified in this Contract or in a purchase order issued under this Contract, Supplier shall give prior notification and obtain written approval thereto from the **City's Procurement Manager or designee**. With respect to delivery, time is of the essence, and this Contract is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
 - c. **Shipping Instructions:** All goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
 - d. **Risk of Loss:** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilation, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
 - e. **Free and Clear:** Supplier warrants that all goods delivered hereunder are free and clear of all liens, claims, or encumbrances of any kind.
 - f. **Identification:** All invoices, packing lists, packages, shipping notices, and other written documents relating to this Contract shall contain a purchase order number or other City-approved identification. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Contract, indicating the contents therein.
 - g. **Rejection:** All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the requirements of this Contract, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
 - h. **Warranties:** Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the Contract and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this Contract. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this Contract conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.

3. **PAYMENT TERMS/TAXES/CASH DISCOUNT.** Unless otherwise specifically provided in the Solicitation: the terms of payment shall be net 30 days from receipt of a proper invoice. Purchase order numbers or other City-approved identification must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this Contract, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
4. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION.** Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
5. **INDEMNIFICATION.** To the maximum extent allowed by law, Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.
6. **TERMINATION.** The City may terminate this Contract at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods delivered and accepted. If Supplier breaches any Contract obligation or is declared insolvent, the City may terminate this Contract for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
7. **COOPERATIVE PURCHASING:** Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this Contract, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
8. **NOTICES.** Notices to the shall be sent to the City Project Manager address in the Basic Provisions. Notices to Supplier shall be sent to its address in the Basic Provisions
9. **GENERAL.** The laws of the State of Washington govern this Contract. Exclusive venue for any dispute relating to this Contract shall be in Snohomish County Superior Court. Unless otherwise provided in this Contract, this Contract and all records associated with the Contract are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this Contract will not constitute a waiver of the City's right to enforce such provision or any other provision of the Contract. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this Contract without the written consent of the City's Procurement Manager or designee.
10. **Signature/Counterparts.** This Contract and any amendment thereto may be signed in counterparts. AdobeSign signatures are fully binding.

END OF GENERAL PROVISIONS

ATTACHMENT
CONTRACT FOR THE PURCHASE OF GOODS
(SUPPLIER RESPONSE)

DRAFT - NOT TO BE USED FOR BIDDING

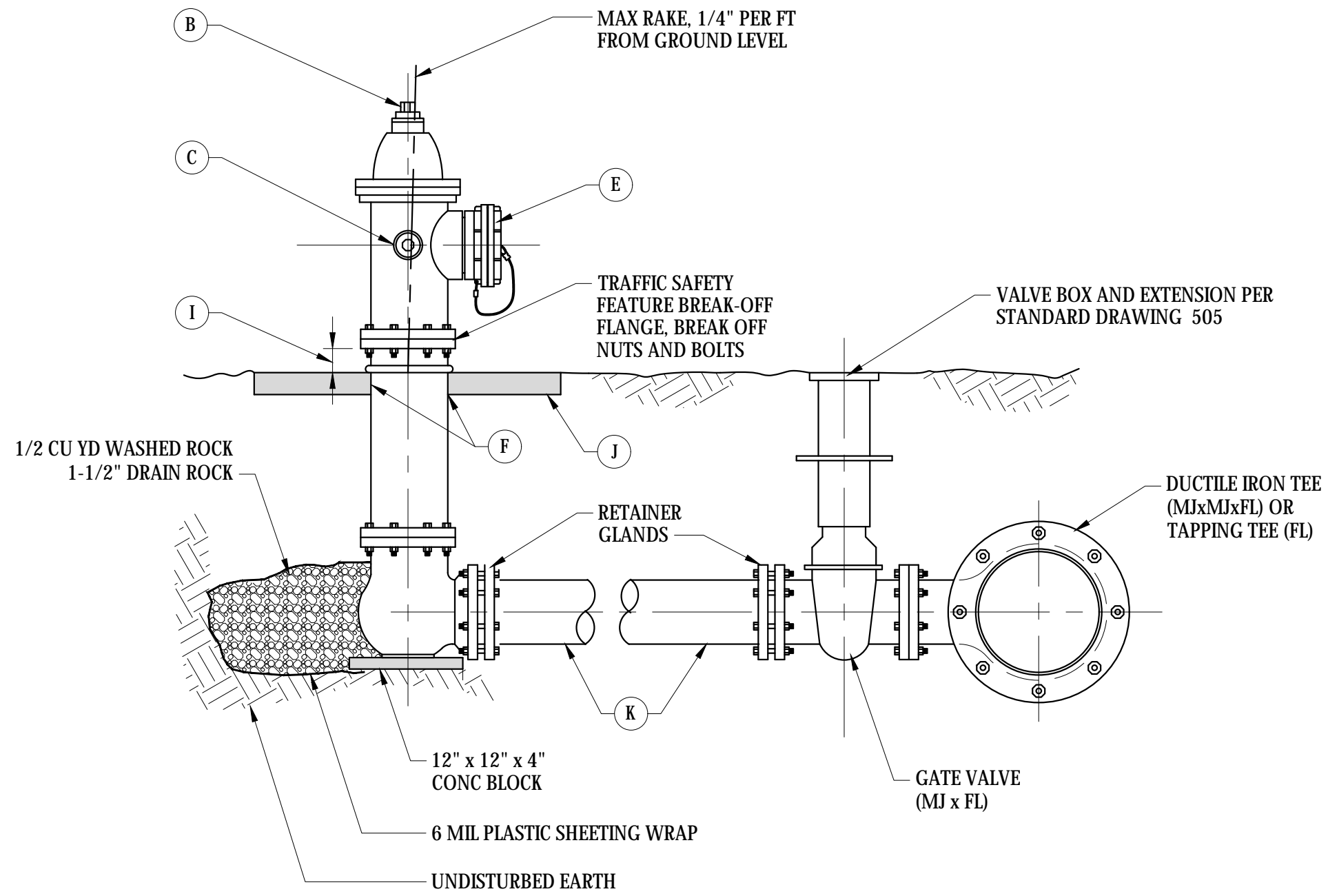
CITY OF EVERETT
STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these terms and conditions unless otherwise noted on the face of the PO. Acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these terms and conditions. If this PO arises from an Invitation to Quote, Request for Proposals, or any other solicitation, then all provisions of such solicitation (including without limitation all specifications) are incorporated into these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless otherwise provided in writing by the City's Procurement Manager or designee.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
 - a. **Handling:** No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
 - b. **Delivery Date:** For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
 - c. **Shipping Instructions:** Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
 - d. **Risk of Loss:** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilage, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
 - e. **Free and Clear:** Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
 - f. **Identification:** All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
 - g. **Rejection:** All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
 - h. **Warranties:** Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
 - i. **Price:** If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**
 - a. **General:** Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the


scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services 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.

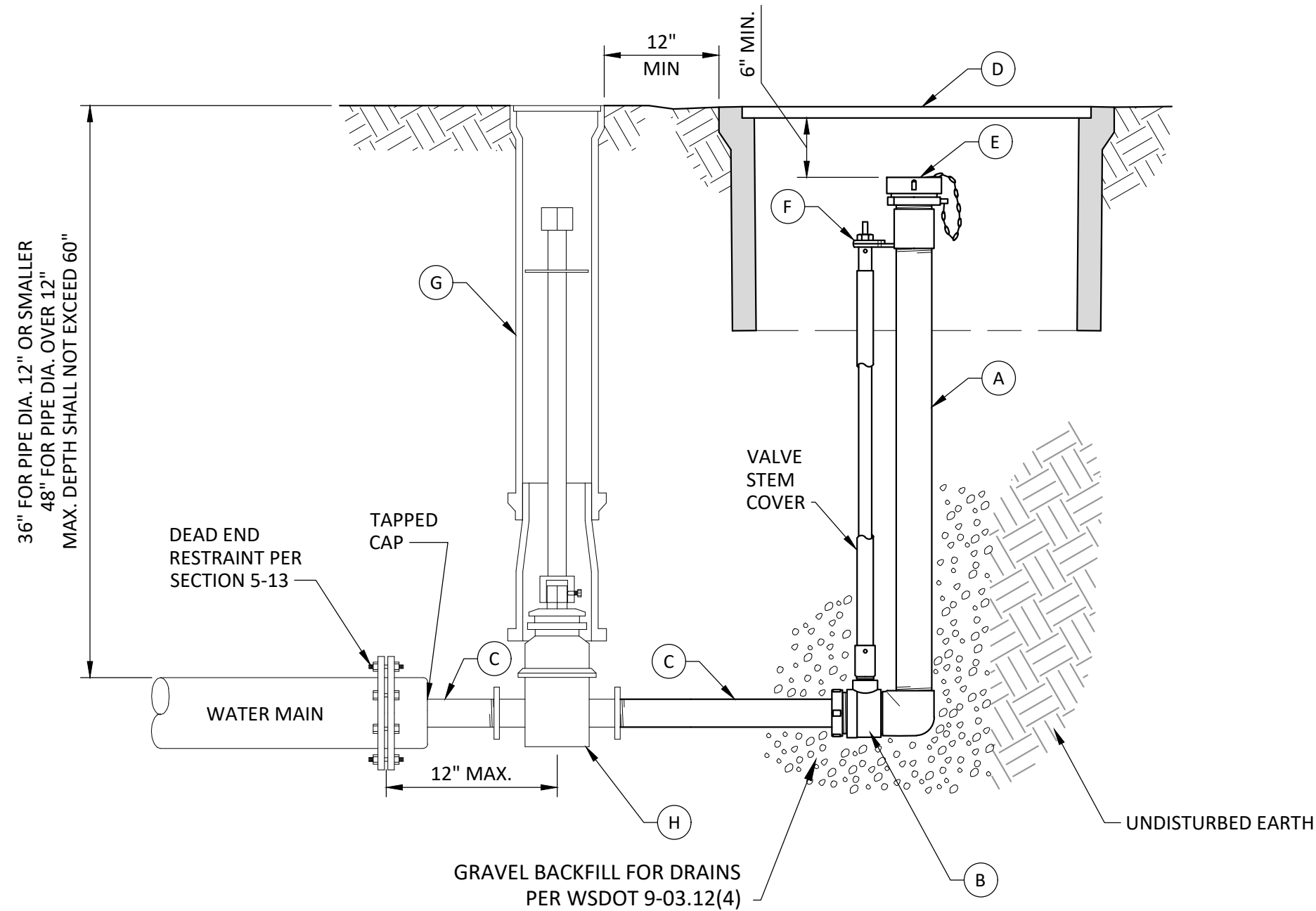
- b. **Public Work:** If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
 - c. **Insurance:** Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
- 5. **PAYMENT TERMS/TAXES/CASH DISCOUNT:** Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
 - 6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION:** Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
 - 7. **INDEMNIFICATION:** Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
 - 8. **TERMINATION:** The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
 - 9. **COOPERATIVE PURCHASING:** Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
 - 10. **OTHER:** The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.



PARTS

- A. HYDRANTS AND ALL MATERIALS SHALL CONFORM TO AWWA STANDARDS AND SHALL BE OF STANDARD MANUFACTURE (MUELLER SUPER CENTURION #250, WATEROUS PACER #WB67, OR CITY APPROVED EQUAL).
- B. 5-1/4" VALVE MINIMUM.
- C. 1-1/4" OPERATING NUT AND CAP NUT FOR 2-1/2" PORTS.
- D. NATIONAL STANDARD THREAD ON 2-1/2" PORTS.
- E. 5" STORZ FITTING WITH NATIONAL STANDARD THREAD ON THE 4-1/2" PORT.
- F. IF HYDRANT RISES THROUGH CONCRETE, USE EXPANSION STRIP AROUND HYDRANT BARREL, PER STD PLAN 509. IN ADDITION, INSTALLATION OF THE HYDRANT ON PRIVATE PROPERTY SHALL EQUAL OR EXCEED THE STANDARDS FOR INSTALLATION OF PUBLIC FIRE HYDRANTS IN THE CITY OF EVERETT.
- G. PROVIDE FOR VEHICULAR TRAFFIC PROTECTION WHEN NECESSARY PER STANDARD DRAWING 508.
- H. STEAMER PORT TO BE FACING STREET OR ROADWAY FOR FIRE ENGINE ACCESS.
- I. BREAK-OFF FLANGE TO BE 2"-4" ABOVE GROUND LEVEL.
- J. INSTALL CONCRETE PAD AROUND HYDRANT IN UNPAVED, SOD AND ASPHALT AREAS PER STANDARD DRAWING 508.
- K. HYDRANT CONNECTION PIPE TO BE DUCTILE IRON CLASS 52, ANY INTERMEDIATE JOINTS TO BE MJ WITH RETAINER GLANDS, OR FIELD LOCK GASKETS.
- L. FIRE HYDRANTS SHALL BE PAINTED WITH TWO COATS OF HIGH GLOSS CATERPILLAR YELLOW, LUXLITE #6100-516 OR "RUST-OLEUM" #7448 OR APPROVED EQUAL. THE PORT CAPS WILL BE PAINTED BLACK.
- M. PROVIDE FOR A MINIMUM OF 3' CLEAR ZONE AROUND HYDRANT.

		CITY OF EVERETT	
		PUBLIC WORKS DEPARTMENT	
City Engineer RYAN SASS	Section Manager R HEFTI	CAD Manager PAUL WILHELM	Drawn By WRB
TITLE FIRE HYDRANT INSTALLATION			Current Rev Date 5/9/2018 STANDARD DRAWING No. 507



PARTS:

- A. GIL INDUSTRIES SLIMLINE HYDRANT.
SEE gilindustries.com/slimline.htm
- B. 2" GIL INDUSTRIES ISO 9001 CERTIFIED BRONZE BODY BALL VALVE W/ CHROME PLATED BALL AND AUTOMATIC WEEP.
- C. 2" BRASS NIPPLE
- D. PROVIDE METER BOX BODY MANUFACTURED BY "RAVEN PRODUCTS, MODEL RMD-17-30-12", FLUSH SOLID COVER LID.
- E. 2.5" NATIONAL STANDARD THREAD BRASS BUSHING WITH CAP AND CHAIN.
- F. OPERATING LOCKWING.
LOCK TO BE SUPPLIED BY CITY OF EVERETT UTILITIES DEPARTMENT.
- G. VALVE BOX AND EXTENSION PER STANDARD DRAWING 505
- H. HEAVY DUTY 2" GATE VALVE WITH RESILIENT SEAT. GATE VALVES SHALL BE "WATEROUS" SERIES 2500 OR CITY APPROVED EQUAL



City Engineer RYAN SASS	Section Manager R. HEFTI	CAD Manager PAUL WILHELM	Drawn By WRB	Current Rev Date 11/1/2019
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TITLE	STANDARD DRAWING No.
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BLOW-OFF ASSEMBLY

511

City of Everett Usage Report

Invitation for Bid #2024-109 Maintenance, Repair, & Operating (MRO) Materials

To be submitted electronically in Microsoft Office Excel format

Supplier Name:

Reporting Time Frame:

Supplier Reporting Contact:

City Part Number	Description	Unit of Measure	Unit Price	Quantity	Extended Price

Report Total:

Project title: Call for Bids for the Parks LED Lighting Retrofit Project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

None

Department(s) involved:

Parks and Facilities
Administration

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Parks LED Lighting Retrofit Project

Partner/Supplier: TBD

Location: Kasch Park, Phil Johnson Park, Wiggums Hollow Park, Walter Hall Park, Garfield Park, Langus Riverfront Trail Park, and Grand Avenue Park

Preceding action: None

Fund: Fund 354, Program 103 (CIP-3)

Fiscal summary statement:

The source of funds for the Parks LED Lighting Retrofit Project is Fund 354, Program 103 (CIP-3). Parks and Facilities has acquired funding through a voucher program from the SNO-PUD utility in the amount of \$169,500 that will cover the cost for the majority of the project. Authorizing the call for bid at this time will allow the project to be advertised for competitive bids after the completion of the construction documents.

Project summary statement:

The City has identified an energy saving opportunity within Kasch Park, Phil Johnson Park, Wiggums Hollow Park, Walter Hall Park, Garfield Park, Langus Riverfront Trail Park, and Grand Avenue Park lighting which requires renovation. Lighting renovation will enhance quality of lighting and lighting control systems to provide added safety and security measures at the listed park locations.

When bids are received staff will prepare a recommendation to City Council to authorize a funding ordinance for the cost of the construction of the Parks LED Lighting Retrofit Project.

Recommendation (exact action requested of Council):

Authorize the Call for Bids for the Parks LED Lighting Retrofit Project.

Project title: Call for Bids for the Forest Park Pickleball Court Installation

Council Bill #

Agenda dates requested:

Briefing

Proposed action

Proposed action

Consent 12/04/24

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

None

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Forest Park Pickleball Court Installation

Partner/Supplier: N/A

Location: 802 E Mukilteo Blvd, Everett, WA

Preceding action: Ordinance No. [4003-24](#)

Fund: Fund 354, Program 093 (CIP-3)

Fiscal summary statement:

On February 21, 2024 Council approved a special improvement fund entitled Forest Park Pickleball Court Installation Fund 354, Program 093 (Ordinance No. 4003-24). This project is listed in the CIP-3 financial model.

The total project costs will be determined upon receipt of competitive bids.

An Amended Funding Ordinance will be created to fund construction of the project. The Amended Funding Ordinance will include an appropriation in the amount of \$345,000 via a grant from Washington State Department of Commerce (awarded July 26, 2023).

Project summary statement:

The City of Everett and the Mukilteo Everett Pickleball Club have partnered in the planning, design and construction of Everett's first multiple court outdoor recreational facility. The construction bid documents are being finalized by the architect. Once final construction bid documents are delivered, normal bidding procedures will be accomplished.

The project scope includes the replacement of approximately thirty underutilized, dilapidated covered horseshoe pits and related structures and storage outbuildings. The two existing multi-use sport courts will be renovated to complement the new pickleball facility and expand opportunities for basketball and hockey. The proposed new facility will add, eight paved dedicated pickleball courts, four of which will be regulation ready. Additional enhancements include related sport fencing, energy-efficient site lighting, drinking fountain, benches, new horseshoe pits, added cornhole, landscape and stormwater treatment.

The anticipated completion of construction of the Forest Park Pickleball Court Installation Q3/Q4-2025.

Recommendation (exact action requested of Council):

Authorize the Call for Bids for the Forest Park Pickleball Court Installation.

Project title: Authorize the Call for Bids for Phase One Construction of the Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project

Council Bill #**Agenda dates requested:**

Briefing

Proposed action

Proposed action

Consent 12/04/24

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

None

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project**Partner/Supplier:** N/A**Location:** 3535 Riverfront Blvd, Everett, WA**Preceding action:** Ordinance No. [3986-23](#)**Fund:** Fund 354, Program 073 (CIP-3)**Fiscal summary statement:**

On December 8, 2021 Council passed a Special Improvement Project "Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project", Fund 354, Program 073 (Ordinance No. 3839-21) to accumulate all design costs for the improvement project. On December 14, 2023 Council passed an Ordinance (3986-23) Amending Ordinance 3839-21, to additionally accumulate design and construction support services for the project. This project is listed in the CIP-3 financial model.

Phase One construction will be the Later Phase Eclipse Mill Park Project (Project). The design and bid package for this phase is complete. Based on the 100% PS&E package the engineer's estimate for this phase is \$4,300,000.00

The total cost for the Project will be determined upon receipt of competitive bids. At that time, an amendment to Ordinance 3986-23 will be presented to Council to fund construction of the Project. The construction costs will be funded from a municipal bond issuance. The debt service for the bond will be repaid through the local infrastructure funding tool (LIFT Grant).

Project summary statement:

The City has an amended development agreement with the Riverfront Developer, Shelter Holdings, for the City to construct Phase One, the Later Phase of the Eclipse Mill Park Project, in advance of the Developer completing construction of Eclipse Mill Park. Phase one of the City's Special Improvement Project includes stabilization of the Snohomish Riverbank, a public viewing deck overlooking the river, a personal watercraft floating boarding dock, debris deflector and access trail connector. This phase of the City's project is scheduled to begin June 2025.

The Riverfront Trail Improvements Project will occur after phase one construction of the later phase Eclipse Mill Park Project is completed. The new Riverfront Trail Improvement work will include relocating a portion of the existing trail that is being washed out by the Snohomish River and repairs to the trail due to tree root issues. It will include a wetland boardwalk with interpretive amenities and trail connecting existing sections.

Recommendation (exact action requested of Council):

Authorize the Call for Bids for Phase One Construction of the Later Phase Eclipse Mill Park Project and Riverfront Trail Improvement Project.

Project title: Sun Life Employee Insurance

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/4/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Sun Life Contract

Department(s) involved:

All

Contact person:

Kandy Bartlett

Phone number:

425-257-8706

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: Sun Life Employee Insurance

Partner/Supplier: Sun Life Assurance of Canada

Location: N/A

Preceding action: N/A

Fund: 661 (Payroll Withholding)

Fiscal summary statement:

The financial impact of this contract will be approximately \$235,092 per year. This equates to a \$59,000/year reduction compared to current 2024 costs.

- Fund: 661 (Payroll Withholding)
- Expenditure amount: \$235,092
- Amount budgeted: \$235,092

Project summary statement:

In efforts to reduce City expenditures, we are requesting to move carriers for our life insurance, voluntary life insurance, Accidental Death & Dismemberment (AD&D), and Long-Term Disability (LTD) policies from The Standard to Sun Life. This move will save the City approximately \$59,000 per year in premiums compared to current costs.

- Employee groups affected: Appointive, AFSCME, ATU, and CRAFTS
- Departments affected: All city departments.

Recommendation (exact action requested of Council):

Provide the Mayor authorization to sign the Sun Life contract.

Sun Life Assurance Company of Canada

One Sun Life Executive Park, Wellesley Hills, MA 02481



Application for Group Insurance

1 Applicant organization information

Full legal name (As it is to be shown in the Group Policy)			
City of Everett			
Main office address			
2930 Wetmore Ave, 5th Fl			
City	County	State	Zip code
Everett		WA	98201

Type of Organization: ☒ Corporation ☐ S Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC/LLP

Subsidiaries or Affiliates to be Included. An affiliate or subsidiary is a separate firm owned or controlled by the Applicant.

1.	Legal name			
	Street address	City	State	Zip code
2.	Legal name			
	Street address	City	State	Zip code

☐ If you need more space, check here and attach a separate page.

2 Requested insurance information

If any requested coverage is to have a different effective date than the date indicated at right, please note the effective date next to the coverage.

Requested effective date (mm/dd/yy)
01/01/25

- ☒ Life
☒ Accidental Death & Dismemberment
☒ Voluntary Life/AD&D
☒ Long-Term Disability
☐ Short-Term Disability
☐ Customized Disability
- ☐ Dental
☐ Vision
☐ Critical Illness
☐ Cancer
☐ Accident
☐ Hospital Indemnity
☐ Other _____

3 Terms of agreement

The Applicant hereby applies for Group Insurance as specified in the Sun Life Assurance Company of Canada (Sun Life) proposal. The undersigned Applicant has read, understands and agrees that:

1. The insurance requested in this Application for Group Insurance will not become effective until it has been approved by Sun Life.
2. The requested group insurance will:
 - be issued only if the requested insurance is accepted by Sun Life and is legally permissible;
 - be issued under a Group Policy or Policies in the language customarily used by Sun Life;
 - be subject to Sun Life’s standard underwriting requirements; and
 - take effect on the date determined by Sun Life.
3. All information given in connection with this Application for Group Insurance is true and complete to the best of the Applicant’s knowledge, information and belief.
4. Premium rate quotes are based on the data previously submitted to Sun Life. Final premium rates will be determined based on the final census submitted. Sun Life reserves the right to re-rate any coverage retroactively to the effective date or take other appropriate actions if any information provided to us is not true or is incomplete.
5. If Sun Life approves an Applicant’s request for group insurance coverage, employees who are not actively at work on the group insurance policy’s effective date will only be insured if they satisfy the policy’s “Continuity of Coverage” provision or are required to be covered by law.
6. No producer, agent or broker can make or modify a contract for Sun Life and all coverage will be as stated in Sun Life policies. No agent or broker has the authority to guarantee the acceptability of the requested insurance.
7. When you purchase insurance from us, we pay compensation to the producer and/or to the agency through which the producer works. If the producer works through an agency, the agency may pay compensation directly to the producer. Compensation may include commissions when a policy is purchased or renewed, and fees for other services. The compensation may vary by the type of insurance purchased. Additionally, bonuses and incentive trips or awards associated with sales may be paid based on the overall sales volume or persistency of business. The compensation that we pay to producers may differ from that paid by other insurance companies. If you have questions, contact your producer directly.
8. This Application is made a part of the Group Policy.

4 Authorization

I acknowledge that I have read or had read to me and understand the Terms of Agreement above and the Fraud Warning for my state.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Name and title of Applicant organization’s Authorized Representative	
Signature of Authorized Representative X	
Place of signing	Date

5 Producer information

The following information must be fully completed and signed before processing can be completed. Box Number 2 should only be completed if a Commission split has been approved.

1.

☐ Individual

☒ Agency

☐ Broker's Broker

Commission split

Name of Agent/Broker/Agency (Please print legal name)

Alliant Insurance Services IncAlliant

Agent/Broker license no.

Street address

401 Union St. 31st Floor

City

Seattle

State

WA

Zip code

98045


Email address

britt.wooldridge@alliant.com

Phone number

310-606-0378

Signature of Agent/Broker

X

Date

11/20/2024

Countersigned by licensed resident agent (where required by law)

X

Agent license no.

2.

☐ Individual

☐ Agency

☐ Broker's Broker

Commission Split`

Name of Agent/Broker/Agency (Please print legal name)

Agent/Broker license no.

Street address

City

State

Zip code

Email address

Phone number

Signature of Agent/Broker

X

Date

Countersigned by licensed resident agent (where required by law)

X

Agent license no.

Contact us



By mail
Sun Life Assurance Company of Canada
One Sun Life Executive Park
Wellesley Hills, MA 02481



www.sunlife.com/us



Customer Service **800-247-6875** M–F 8:00 a.m. – 8:00 p.m., ET



Sun Life Assurance Company of Canada

Employer Information form

Sun Life Assurance Company of Canada and wholly owned Prepaid Dental companies are referred to as "Sun Life" throughout this form.

Your company information

Full legal name of employer (to appear on contract/policy documents and in the Maxwell platform) City of Everett	Employer Tax ID Number
---	------------------------

Do you qualify for a sales tax exemption? ☐ Yes ☒ No
If "Yes," please provide applicable documentation (i.e. sales tax exemption certificate)

Please provide your company's logo to be displayed in the Maxwell platform (.png, .jpg, or .jpeg format)

Are you currently insured with a Sun Life company for Life, Disability, Worksite, Dental or Vision? ☒ Yes ☐ No

If "Yes," please provide the policy numbers: 942727

Our goal is to help you achieve your goals. Tell us about why you chose Maxwell + Sun Life:

Previous coverage information

Please indicate below which Sun Life benefit(s) will replace your current coverage at another carrier.

A copy of the prior carrier contract and prior carrier bill is required for each benefit selected below.

- ☒ Life
- ☒ Accidental Death & Dismemberment (AD&D)
- ☒ Voluntary Life/AD&D
- ☐ Short-Term Disability
- ☐ Voluntary Short-Term Disability
- ☐ Paid Family and Medical Leave (PFML) - Please provide states this is in force for: _____
- ☒ Long-Term Disability
- ☐ Voluntary Long-Term Disability
- ☐ Dental
- ☐ Vision
- ☐ Critical Illness
- ☐ Accident
- ☐ Cancer Indemnity
- ☐ Hospital Indemnity

Information contained in the prior carrier contract is essential to help protect your employees' benefit levels and minimize claims issues during a change of insurer. The prior carrier contract also helps us configure your plan accurately when transitioning to your new group policy.

Benefits administrators and plan administration

Please let us know who you would like to have access to the Sun Life online employer web portals.

The head administrator automatically has access to all locations (if multiple) and all areas of the site:

- Billing—for online billing customers only
- Claims—available to customers with Sun Life Disability Products
- Evidence of Insurability
- Policy documents (contracts, booklets, general forms, and benefits administration guides)

Primary benefits administrator

Name of primary benefits administrator Chelsi Bardwell			Title HR Operations Manager	
Street address 2930 Wetmore Ave. Suite 5A		City Everett		State WA
Zip code 98201				
Phone number 425-257-8708	Fax number	E-mail address cbardwell@everettwa.gov		<input checked="" type="checkbox"/> Head web administrator (Access to ALL capabilities)

Will this individual be administering the Maxwell technology?..... ☒ Yes ☐ No

Name of primary Maxwell administrator	E-mail address
--	----------------

Will this individual be responsible for reconciling discrepancies from EDI connections? ☒ Yes ☐ No

Name of EDI discrepancy contact	E-mail address
--	----------------

Please add any additional Sun Life web administrators below along with the type of access required. After registering online, head administrators may also add additional users to the employer web portal. Please see the Manage Users section of the site for more information.

Additional Web Administrators

Name of benefits administrator			Title	
Street address		City		State
Zip code				
Phone number	E-mail address		Type of access <input type="checkbox"/> Billing <input type="checkbox"/> EOI <input type="checkbox"/> Claims <input type="checkbox"/> Documents	

Name of benefits administrator			Title	
Street address		City		State
Zip code				
Phone number	E-mail address		Type of access <input type="checkbox"/> Billing <input type="checkbox"/> EOI <input type="checkbox"/> Claims <input type="checkbox"/> Documents	

Name of benefits administrator			Title	
Street address		City		State
Zip code				
Phone number	E-mail address		Type of access <input type="checkbox"/> Billing <input type="checkbox"/> EOI <input type="checkbox"/> Claims <input type="checkbox"/> Documents	

Billing and administration

Home Office Administration This allows you to receive an online billing statement each month and manage your Sun Life policies online—with helpful features such as billing, forms, and more.

Advanced Billing: Applies to Basic Life, AD&D, STD, LTD, Dental and Vision coverages.

The billing statement is sent prior to the coverage period and premium is expected to be paid prior to the coverage period. Bills will be pro-rated and employees are charged for the full period in which they are covered. On-going adjustments will reflect on a future bill.

For example: For the coverage period of October, a bill will be available by September 25th and premium should be remitted as soon as possible.

Arrears Billing: Applies to Accident, Critical Illness, Cancer Indemnity, Hospital Indemnity and Issue Age STD coverages. Bills will be pro-rated and employees are charged for the full period in which they are covered. On-going adjustments will reflect on a future bill.

Designed for Voluntary benefits, this allows you to pay as deducted using the deductions collected during the coverage period and remitted at the end of the coverage period.

For example: For the coverage period of October, a bill will be available by October 25th and premium should be remitted in early November.

Voluntary Life, AD&D, Voluntary STD, and Voluntary LTD and Paid Family and Medical Leave can be included on either Advanced Billing or with other Employee- paid coverages on Arrears Billing.

Please select an option below:

☒ Advanced Billing ☐ Arrears Billing

Payroll Cycle:

Do all employees have the same payroll frequency? ☒ Yes ☐ No

If “Yes,” select frequency: ☐ Weekly (52) ☒ Bi-Weekly* (26) ☐ Semi-Monthly (24) ☐ Monthly (12)

If “No,” Please specify below:

Eligible class name	Payroll Frequency
	<input type="checkbox"/> Weekly (52) <input type="checkbox"/> Bi-Weekly* (26) <input type="checkbox"/> Monthly (12) <input type="checkbox"/> Semi-Monthly (24)
	<input type="checkbox"/> Weekly (52) <input type="checkbox"/> Bi-Weekly* (26) <input type="checkbox"/> Monthly (12) <input type="checkbox"/> Semi-Monthly (24)
	<input type="checkbox"/> Weekly (52) <input type="checkbox"/> Bi-Weekly* (26) <input type="checkbox"/> Monthly (12) <input type="checkbox"/> Semi-Monthly (24)

*If Bi-Weekly, are deductions taken in 26 pay cycles? ☐ Yes ☐ No x N/A

If “No,” explain:

Do all employees have the same pay dates? ☒ Yes ☐ No*

*If “No,” please provide your implementation consultant with a copy of your payroll calendar.

Billing and administration, continued**Billing Structure:**☐ Single bill with all employees and coverages☒ Single bill with employees grouped by:☐ Location☒ Division/department☐ Other: _____☐ Multiple bills split by:☐ Location☐ Division/department☐ *Benefit☐ Other: _____

*If grouping or splitting the bill by benefit, please define here: _____

Please provide Billing Location details below (if more than two, e-mail the additional information).

Billing Location/Division/Department/Benefit - 1

Name of location (if applicable)		No. of employees at location	
Name of benefits administrator at this location		Title	
E-mail address		Phone number	
Street address	City	State	Zip code

Billing Location/Division/Department/Benefit - 2

Name of location (if applicable)		No. of employees at location	
Name of benefits administrator at this location		Title	
E-mail address		Phone number	
Street address	City	State	Zip code

If your billing, administration or claims will be administered by a **Third Party Administrator (TPA)**, please fill out the contact information below. (If unsure, consult your broker or one of our Implementation Consultants to help you.)

What is the role of the TPA?: ☐ Premium ☐ Claim ☐ Premium and Claims

Name of TPA firm		E-mail address	
Name of contact person at TPA firm		Title	
Street address of firm		City	
		State	Zip code

Contract and administrative options for Sun Life benefits

NOTE: For Paid Family Medical Leave, please see specific product page for eligibility and waiting period.

- A. Eligibility: Eligible employees must be working at the employer's usual place of business.
- Employer paid products typically have 30 hours per week minimum required:
 - Employee paid products typically have 20 hours per week minimum required.
 - Employees not regularly working at least 20 hours per week are considered part-time.

Employees not actively at work are not covered until they return to work, unless required by applicable state law or approved in writing by the Sun Life Underwriting department.

Eligible employees:

☐ All full-time U.S. employees working in the U.S. and scheduled to work 30 hours. (most common)

☐ Other: _____

☐ Differs by class: _____

☒ Differs by benefit: FT & PT scheduled for at least 22 hpw. LTD is only offered to Appointive EEs. EPOA, DPMA & Fire are NOT eligible for Life, AD&D, Dep Basic Life, Voluntary Life or LTD
(May require Home Office approval.)

Number of employees eligible for Sun Life coverage See below

☒ If differs by coverage, please specify: LTD = 253 All Other Benefits = 830

Are union members being covered? ☒ Yes ☐ No

Are domestic partners being covered? ☒ Yes ☐ No

- B. Eligibility waiting period for Sun Life benefits: This is the amount of time required after employees are hired before they are eligible for benefits. Applies to all Sun Life lines of coverage unless otherwise noted.

Please fill in the option below that meets your needs.

☒ First of the month following*

☐ Date of hire ☒ 30 days ☐ 45 days ☐ 60 days ☐ 90 days ☐ 3 months

Is this coinciding or not coinciding?* ☐ Coinciding ☒ Not coinciding

Does this waiting period apply to all employees and lines of coverage? ☒ Yes ☐ No

If "No," please specify: _____

☐ Date of Hire plus

☐ None ☐ 30 days ☐ 45 days ☐ 60 days ☐ 90 days ☐ 3 months ☐ Other _____

Does this waiting period apply to all employees and lines of coverage? ☐ Yes ☐ No

If "No," please specify: _____

* Prepaid Dental must have a waiting period that contains first of the month following

* Critical Illness, Cancer Indemnity, Accident and Hospital Indemnity typically has a waiting period that contains first of the month following to allow time to set up payroll deductions

Contract and administrative options for Sun Life benefits, continued

- C. If an employee who is not initially eligible (part-time, not in a benefits eligible class, etc.), but later becomes eligible for Sun Life benefits, do you want their time already spent as an employee to count towards their waiting period? ☐ Yes ☒ No

If "Yes," service time always includes full time:

Will time spent as part-time employee also be included? ☐ Yes ☐ No

If any other time counts, please explain: _____

(May require Home Office approval.)

- D. Rehire provision:
An employee rehired during this time does not have to complete a new waiting period in order to be eligible for Sun Life benefits. The rehire provision must be the same for all benefits.

☐ 3 months ☐ 6 months (standard) ☐ 9 months ☐ 12 months ☐ None ☒ Other: 90 days

- E. Age changes take effect as follows for Sun Life benefits: (select one within each category)

Age reductions apply ☒ Yes ☐ No
If "Yes," when does the age reduction changes for Life insurance and Critical Illness take effect:

☐ Immediately

☒ Annually on policy anniversary

Age band rates apply ☒ Yes ☐ No
If "Yes," when does the age banded premium (step-rate) changes take effect:

☐ Immediately

☒ Annually on policy anniversary

Changes in age that trigger a new premium rate for age-band rated Voluntary products typically occur on the policy anniversary.

- F. Section 125 Plan:

Do you have a Section 125 Plan? ☐ Yes ☒ No

If "No," proceed to next section.

If "Yes," please indicate which coverages are included: _____

- G. Annual enrollment for Sun Life benefits:

Note: Annual Enrollment is required for Sun Life Dental, Vision, Critical Illness, Cancer Indemnity, Accident and Hospital Indemnity.

Do you allow changes only during your annual enrollment period (excluding qualifying event)? ☒ Yes ☐ No

If "Yes," please specify when you administer your annual enrollment period.

☐ The calendar month prior to the policy anniversary (standard)

☒ Other (not to exceed 30 days) Start Date 10/15 End Date 11/15

When do annual enrollment changes take effect?

☒ Policy anniversary

☐ Other: _____

Decreases in insurance take effect: ☒ Immediately ☐ At annual enrollment

If "No," please specify when changes to elections should take effect:

☐ Immediately (standard)

☐ First of the month following

☐ First of the month coincident with or next following

Contract and administrative options, continued

- H. Definition of earnings: The amount of an employee's earnings upon which claims will be paid, and upon which premium amounts are calculated. **PFML will be calculated based on statute.** Choose the applicable definition from the following list.

☒ **Gross earnings (standard)** – This includes employee pre-tax contributions to a qualified deferred compensation plan, 401(k) plan, Section 125 plan, health savings account, or flexible spending account. These exclude commissions, bonuses, overtime pay and extra compensation.

If "Gross earnings" was selected above, please make the appropriate selection below. If a selection is not made, you will receive current gross earnings with salary changes taking place immediately.

☒ Current earnings (standard) – If current earnings, salary changes take effect (select one):

☒ Immediately (standard) ☐ 1st of the month following ☐ 1st of the month coincident with or next following

☐ Prior _____ calendar year(s) earnings – salary changes take effect of January 1st

☐ Frozen earnings as of _____ (example: June 1st) – salary changes will take place on the date selected

If gross earnings include shift differential, or any other extra compensation, please specify. Please indicate here if earnings also include:

Averaged over:	12 months	24 months	36 months	Prior calendar year	Prior 2 calendar years	Prior 3 calendar years
<input type="checkbox"/> Commissions*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Bonuses*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Overtime Pay*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Commissions bonuses, and/or overtime pay selected above are averaged together with earnings. If this should be otherwise, please specify.

If the definition is not for all coverages / classes, this definition applies to:

- ☐ **W-2 earnings** – These exclude employee pre-tax contributions to a qualified deferred compensation plan, 401(k) plan, Section 125 plan, health savings account, or flexible spending account, but will include overtime pay, commissions, bonuses and any other income that is reported on the employee's W-2 as "salary, wages and tips."

Averaged over:	Prior calendar year	Prior 2 calendar years	Prior 3 calendar years
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the definition is not for all coverages / classes, this definition applies to:

Salary changes for W-2 earnings take effect on January 1st

- ☐ **Earnings for Partners, Owners, and/or Shareholders** – If the earnings above will not apply to a partner, owner, or shareholder, please complete the following questions.

Is your type of organization a Partnership (Form 1065 Schedule K-1)? ☐ Yes ☐ No

☐ Ordinary Business Income ☐ Guaranteed payments

☐ Ordinary Business Income plus guaranteed payments ☐ Net earnings from self-employment

If you are a Healthcare Professional group, is the Schedule K-1 paid by the

Policyholder to the Physician's own company? ☐ Yes ☐ No ☐ N/A

Is your type of organization an S Corporation (Form 1120S Schedule K-1)? ☐ Yes ☐ No

☐ Ordinary Business Income ☐ Ordinary Business Income with W-2 earnings

If you are a Healthcare Professional group, are earnings paid to the Shareholders

associated company? ☐ Yes ☐ No ☐ N/A

Is your type of organization a Sole Proprietor (Form 1040 Schedule C Net Income)? ☐ Yes ☐ No

Salary changes for Partners, Owners, and/or Shareholders earnings take effect on January 1st

Employee documents

Your legal name will be listed on every certificate. Your employee certificate document(s) will be delivered on your Sun Life employer web portal. You will receive notification when they are ready for delivery. Our certificates are split by benefits.

Please let us know if you would like certificates also split by class or location. Our Implementation Consultants will work with you to accommodate your situation as best as possible.

Split by benefit

ERISA information

We can provide ERISA plan information in your certificate. If you would like to include this information, we will need all of the following information.

Agent for legal process (ie. Policyholder name)		Name of plan administrator	
Street address		City	State Zip code
Employer Identification Number (EIN)	ERISA plan number		Plan year end

Agent for legal process – This is not the person who receives commission but the person who is designated by the plan administrator to accept legal notices.

Plan year end – This is typically the last day of the month before the effective date.

ERISA plan number – This is PN501 unless another number is assigned by the employer or the plan administrator.

Tip: If you had coverage with a prior carrier, you may be able to find this information in the booklet or contract.

Life insurance

Sun Life plan..... ☒ Yes ☐ No

If "Yes," please fill in the portion of the premium cost that you, as the employer, will be contributing (if applicable).

If "No," skip to "Non-Sun Life Plan Information: Life insurance" section.

A. Employer contributions:

<input checked="" type="checkbox"/> Employee basic life	100	%
<input checked="" type="checkbox"/> Employee basic AD&D	100	%
<input checked="" type="checkbox"/> Dependent basic life	0	%

If the Optional/Voluntary Life and AD&D coverage is anything but 100% employee paid, please indicate the percentage(s) here: _____

If Employee's contribute to the premium please make a selection below:

☐ Pre-tax ☒ Post-tax (Standard)

Value-added services:

If you purchased employee life, you are eligible to receive one of three value-added services packages offered by Sun Life. Please make your selection below. If no selection is made, you will automatically be enrolled in Self Care+. Self Care+ is not available in VT. **Self Care+ is only available for Effective dates of 4/1/23 or later**

☒ Self Care+

Offers employees and their families (age 13+) 24/7 access to digital tools such as mindfulness activities, guided journals, blogs, and meditations to help them build resilience and improve their mental health. Service provided by AbleTo and is not insurance.

☐ Emergency Travel Assistance & ID Theft

Emergency Travel Assistance provides medical, dental and personal emergency assistance for employees and dependents traveling 100+ miles from home. Identity Theft Protection offers prevention and resolution tools to safeguard data and restore its integrity if it is used fraudulently. These services are provided by Assist America and are not insurance.

☐ Online Will Preparation & Claimant Support Services

Online Will Preparation provides step-by-step guidance online to create a legally binding will. Claimant Support Services connects claimants and beneficiaries to professional grief, financial and legal counseling. These services are provided by ComPsych and are not insurance.

B. Please indicate below how you would like Sun Life to calculate the spouse age for Dependent Voluntary Life insurance.

☐ Measured based on age of spouse

☒ Measured based on age of employee (standard)

The option selected above will be used to calculate the spouse age for age reduction changes and age banded premium (step-rate) changes. Spouse information will be required on the final census.

Life insurance, continued

C. Actively at Work:

Are all employees Actively at Work (as defined in the applicable Certificate) on the policy effective date that are normally insured? ☒ Yes ☐ No

Identifying employees who are not at work on the eligibility date helps us prevent any coverage issues before they occur.

Please advise if there are any special agreements or amendments to the prior carrier contract and if any employees are:

- On workers' compensation
 - Partially disabled
- Eligible to convert
 - Grandfathered or retired

Please use the space provided to **list those employees who are not at work on the eligibility date**. This is for life insurance only. **Note:** Group life benefit in-force amount includes basic and optional/voluntary life coverage amounts.

Employee name	Date of birth	Last day worked	Reason (ie. Disability, FMLA, Leave of Absence, Maternity Leave, etc.)	Group life benefit in force	Voluntary life benefit in force	Expected return-to-work date	On continuation with premium	Waiver claim filed?
							<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
							<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
							<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
							<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you selected yes to any of the above, please complete the questions below for each employee affected. If you require more space you may provide a spreadsheet with the information for each employee.

If a waiver claim was filed, please indicate the name of the employee and the prior carrier's decision.

If no waiver claim was filed, please indicate the name of the employee and what the Waiting Period is for filing a Waiver of Premium claim.

Please note: Employees who are not Actively at Work on the effective date can be covered only under the Continuity of Coverage provision. Continuity of Coverage is not available to employees who are eligible for or receiving benefits (including Waiver of Premium) under another group insurance provision in the policy. The prior carrier contract also helps determine coverage intent when transitioning to your new group policy. **FAILURE TO IDENTIFY THESE EMPLOYEES AND TO FILE FOR WAIVER OF PREMIUM WITH THE PRIOR CARRIER MAY RESULT IN A LOSS OF COVERAGE FOR THEM.**

Long-term disability insurance

Sun Life plan..... ☒ Yes ☐ No

If "Yes," please fill in the portion of the premium cost that you, as the employer, will be contributing (if applicable).

If "No," skip to "Non-Sun Life Plan Information: Long-term disability insurance" section.

- A. **Column A:** If your plan has more than one employee class, specify the name of each class. If you need more room, you may attach a separate sheet. If your plan has one class, use the first row and write, "All Eligible Employee."

Column B: Specify who contributes to the cost of coverage

Column C: If shared contributions and the Employees portion is paid on a post-tax basis, the 3-Year Look-Back %* is required. This information will decide the taxability of an Employees claim. The 3-Year Look-Back should be updated on an annual basis.

* The "Three-Year Look-Back" rule a requirement of IRS Code Section 105. Please contact your Sun Life Financial Representative for the Sun Life Financial White Paper titled the "Three-Year Look-Back Rule" for more information about determining the look-back percentage.

A	B	C
Name of Class	Premium Contributions	If shared contributions paid post-tax, provide 3-Year Look-Back %
City Council Members	<input checked="" type="checkbox"/> 100% Employer Paid <input type="checkbox"/> Gross Up <input type="checkbox"/> 100% Employee Paid <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax <input type="checkbox"/> Shared Contributions Employee Paid % <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax (see Column C)	%
All Appointive groups except seasonal	<input checked="" type="checkbox"/> 100% Employer Paid <input type="checkbox"/> Gross Up <input type="checkbox"/> 100% Employee Paid <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax <input type="checkbox"/> Shared Contributions Employee Paid % <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax (see Column C)	%
	<input type="checkbox"/> 100% Employer Paid <input type="checkbox"/> Gross Up <input type="checkbox"/> 100% Employee Paid <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax <input type="checkbox"/> Shared Contributions Employee Paid % <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax (see Column C)	%
	<input type="checkbox"/> 100% Employer Paid <input type="checkbox"/> Gross Up <input type="checkbox"/> 100% Employee Paid <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax <input type="checkbox"/> Shared Contributions Employee Paid % <input type="checkbox"/> pre-tax <input type="checkbox"/> post-tax (see Column C)	%

Should this be pre-selected for eligible employees on a voluntary basis?..... ☒ Yes... ☐ No

If "Yes," employers should provide clear instructions to their employees, letting them know that they will be automatically enrolled and payroll deduction will be initiated unless the employee affirmatively declines coverage on the Maxwell Health benefits administration platform.

Employers should also review their payroll deduction records, to ensure that employees who decline coverage have been deleted from the bill before any payroll deductions are made.

Long-term disability insurance, continued

B. Claims checks will be mailed to the employee's home address

If anything different, please specify: _____

C. Where will monthly claims reports and Explanation of Benefits (EOB) documents be sent?

☒ To primary benefits administrator

☐ Other, please specify below

D. If you are a Healthcare Professionals group, and you purchased the Malpractice Insurance Reimbursement Rider, please identify who the benefit should be payable to? ☐ Employer ☐ Employee ☒ Not applicable

Maxwell EDI and Integrations:

This Link can be used to request EDI feeds for Non Sun Life products or to establish integrations between Maxwell and other carriers

[Request EDI Feeds for Non Sun Life products](#)

For additional information on EDI and Integrations with Maxwell, access this link and click on Data Connections

[Additional information on EDI and Integrations with Maxwell](#)

If you have additional questions related to establishing connections within Maxwell, please reach out to your Implementation Consultant, or support@maxwellhealth.com

During an enrollment, Sun Life may **be authorized to** receive information from enrollees about **certain non-SLF** health insurance and other coverages being offered by the employer **solely** in order to enroll **these individuals** in those plans. Benefit counselors CANNOT comment on specific coverage issues or benefits, but will refer the employee to the insurance policy and summary plan description for the exact coverage being offered and all applicable terms and conditions. **In no event shall any Benefit Counselor advise, or in any way, attempt to urge any individual to apply for particular insurance or a particular company.** Similarly, benefit counselors cannot provide legal, tax, or financial advice, but they may {will} provide employees with basic information about the plan, such as the amount of the deductible, copayments, coinsurance rates, and out-of-pocket maximums. Enrollees who have questions about such coverages should be referred to the employer's HR representative.

Authorization and signature

The undersigned employer has read, understands, and agrees that:

1. The requested group insurance will:
 - be issued only if the requested insurance is accepted by Sun Life and is legally permissible (cashing of the initial deposit check or processing initial deposit payments does not constitute approval of the requested insurance);
 - be issued in the language customarily used by Sun Life;
 - be subject to Sun Life's standard underwriting requirements; and
 - take effect on the date determined by Sun Life.
2. All information given in connection with this Employer Information form is true and complete to the best of the employer's knowledge, information, and belief. Employer agrees to supplement and correct information provided in writing. If any information given on this form differs from what is given on the Application for Group Insurance, the terms of the Application for Group Insurance will control.
3. The receipt of premium by Sun Life is not a guarantee of coverage. Eligibility for benefits will be determined at the time of claim submission. Employer should not pay or collect premiums for or from employees who are not eligible for coverage. Employer will not collect premiums for coverage subject to Evidence of Insurability before such Evidence has been approved by Sun Life. Employer acknowledges and agrees that it will be responsible for confirming eligibility of spouses and dependents and for notifying Sun Life if any spouses and dependents are not eligible for coverage.
4. Employees not Actively at Work on the effective date agreed to by Sun Life will be identified to Sun Life and will be insured only as required by law or as approved in writing by Sun Life. No producer, agent, or broker can make or modify a contract for Sun Life, and all coverage will be as stated in Sun Life policies. No agent or broker has the authority to guarantee the acceptability of the requested insurance.
5. Employer agrees not to alter any NAIC publication provided by Sun Life, to limit distribution to its employees, to distribute only the most current version as supplied by Sun Life and not to receive any compensation for its use. Employer acknowledges any NAIC publication is the exclusive property of the NAIC and will take no action adverse to those rights. Employer will dispose of any copies of NAIC publications supplied by Sun Life when its group insurance with Sun Life terminates.
6. **Electronic Transactions:**

Pursuant to the terms of the Client and Consumer Electronic Consent and Disclosure, the undersigned employer consents to electronic transactions, including transactions involving membership and billing, premium payment, Evidence of Insurability, claims (where applicable), and electronic delivery of application and policy documents. The employer may at any time opt out of electronic transaction, or at no additional charge obtain a paper copy of any document or notice that has been delivered or made available electronically by request to the Company. See Client and Consumer Electronic Consent and Disclosure for information about how to opt out and request paper copies.

Kentucky only: The employer authorizes Sun Life at its discretion to communicate cancellations, renewals, premium increase and to deliver policy documents, group application and related forms electronically by the web portal and DocuSign. The employer is aware that this election operates as consent for all notices to be sent electronically; therefore, the employer should be diligent in updating the electronic mail address provided to the insurer. The policyholder may, at its option, request Sun Life to provide paper copies of the policy and all notices; or to receive the policy electronically and all notices in paper copy; or to receive the policy and all notices electronically.

For electronic transactions through DocuSign, employer may download and print documents it received from Sun through the DocuSign system during and immediately after the signing session. If employer elects to create a DocuSign account, it may access the documents for a limited period of time (usually 30 days) after such documents are first sent to Employer. After such time, if you wish for us to send you paper copies of any such documents from our office to you. To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must reach out to your Sun Life Service representative. We will bill you for any fees at that time, if any.

Authorization and signature, continued

7. **Employer web portal authorization:** The employer authorizes the administrators named in the “Benefits administrators and plan administration” section above to have access to the employer web portal and requests that a user name and password be assigned to allow for such access. Sun Life’s interactive web services requires an electronic identification. The use of the electronic identification by Employer’s representatives is the legal equivalent of Employer’s written signed instructions to Sun Life. Sun Life will rely on instructions from persons using the electronic identifications assigned by Employer. Actions taken by persons using an electronic identification assigned by Employer will be deemed to be authorized by Employer. For this reason, Employer must safeguard the electronic identifications and inform Sun Life promptly to terminate an identification if Employer believes the security of an identification has been compromised or person previously issued an identification is no longer authorized.
8. I acknowledge receipt of Sun Life’s Privacy Policy, as well as the HIPAA Notice of Privacy Practices applicable to the SLF Dental product, made available to me electronically on Sun Life Connect.

I certify that the above statements and all information provided in this document are true and complete.

Name of employer		Date
Signature of authorized employer representative X	Title	

Project title: Grant acceptance approval for the City of Everett Speed Management Plan.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425.257.8809

Email:

thood@everettwa.gov

Initialed by:

RCS

Department head

Administration

Council President

Project: City of Everett Speed Management Plan

Partner/Supplier: Federal Highway Administration

Location: Citywide

Preceding action: [PSA approved by council June 26, 2024](#)

Fund: 024 – Engineering and Public Services

Fiscal summary statement:

The City of Everett has an opportunity to accept a grant in the amount of \$400,000 through the Federal Highway Administration (FHWA). A grant match of \$100,000 (20%) is required in the program. This will be sourced through the Engineering and Public Services fund (024). After the grant agreement is fully executed, staff will prepare a budget amendment for council consideration.

Project summary statement:

This grant will offer an opportunity for the city to evaluate and identify appropriate speed limits for each city street – arterials and collectors – and recommend strategies to achieve the desired operating speed to reduce frequency of fatalities and serious injuries on city streets.

The city is currently developing a comprehensive Safety Action Plan (SAP) with funds provided by USDOT to the Puget Sound Regional Commission (PSRC) called Vision Zero Everett. The current SAP scope of work includes a speed limit policy but does not include widespread speed limit analysis of existing streets.

If authorized, additional funds received through this grant will be used to develop a Speed Management Plan that will apply the speed limit policy to city streets.

Recommendation (exact action requested of Council):

Authorize the Mayor or her designee to accept and sign all necessary documents and agreements for the FY24 Safe Streets for All (SS4A) grant in the amount of \$400,000.

Project title: Amendment No. 1 to the Professional Services Agreement with HWA Geosciences, Inc. for On-Call Geotechnical Engineering Services

Council Bill #

Project: On-Call Geotechnical Engineering Services

Partner/Supplier: HWA Geosciences, Inc.

Location: N/A

Preceding action: [Original Contract Authorized 12/01/2021](#)

Fund: Multiple Funds

Agenda dates requested:

Briefing

Proposed action

Consent 12/04/24

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA Amendment No. 1

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Fiscal summary statement:

Amendment No. 1 has no fiscal impact. The contract amount is unchanged. The funding for each individual project (task order) assigned under this agreement is the responsibility of the assigning department, and the cost will be charged to the appropriate project budget or GL Code and become a cost of the project requiring the service.

Project summary statement:

Under this agreement, HWA Geosciences, Inc. may provide on-call Geotechnical services to the City as needed. This agreement is utilized primarily by Public Works; however, it is available for use by other departments. Amendment No. 1 extends the period of performance of the agreement to 12/31/2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with HWA Geosciences, Inc.

Initialed by:

RLS

Department head

Administration

Council President



**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	HWA Geosciences, Inc.
City Project Manager	Randy Loveless
	rloveless@everettwa.gov
Original Agreement Date	12/13/2021

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 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	\$250,000.00
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	\$250,000.00

Changes to Scope of Work	Scope of Work is not changed by 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**

HWA GEOSCIENCES, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: JoLyn Gillie, P.E.

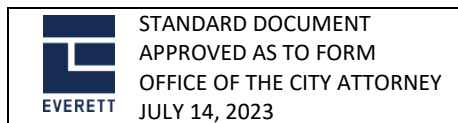
Signer's Email Address: jgillie@hwageo.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk





City Council Agenda Item Cover Sheet

Project title: Donation from the Best Friends Animal Society totaling \$25,000 into the Fund for the Animals

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/4/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Parks & Facilities
Animal Services

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Best Friends Animal Society Donation

Partner/Supplier: Best Friends Animal Society

Location: N/A

Preceding action: N/A

Fund: 151/"Fund for the Animals"

Fiscal summary statement:

Donation into the Fund for the Animals, Fund 151, in the amount of \$25,000. One installment will be \$12,500 on December 16, 2024, and the second installment will be \$12,500 on June 16, 2025.

Project summary statement:

The City of Everett Animal Shelter (EAS) is honored to have been offered a grant from the Best Friends Animal Society, a 501(c)(3) nonprofit corporation based in Kanab, Utah. Their mission is No More Homeless Pets®. Best Friends helps save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Grant funding is to be used to waive all adoption fees for cats and dogs at the shelter across four quarterly fee-waived adoption events from January 1, 2025 through December 31, 2025. Best Friends will also provide in-person adoptions training from Best Friends staff for all EAS employees who complete adoptions. Waived-fee adoption events and promotions help remove financial barriers for potential adopters, increase overall adoptions, and reduce the length of time animals stay at the shelter.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. All gifts to the city in excess of \$10,000 must be approved by city council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and council shall, by motion, approve or reject the mayor's acceptance.

Recommendation (exact action requested of Council):

Approve the Mayor's acceptance of a donation from the Best Friends Animal Society totaling \$25,000 into the Fund for the Animals.

BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s [IRS FORM W9](#).

This grant agreement (“Agreement”) will govern the terms of the Grant. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both Parties (the “Effective Date”).

AGREEMENT

Grant Agreement Reference:

Recipient Business Name: Everett Animal Shelter
Recipient Contact Name: Glynis Frederiksen
EIN: 91-6001248
Grant Name: Fee-Waived Adoption Events Fund - Everett Animal Shelter
Amount: \$25,000.00
Best Friends’ Representative: Gina Burrows

Section 1. Use of Grant Fund.

Utilize the grant to waive all adoption fees for animals at the shelter across four different fee-waived adoption events from January 1, 2025 through January 1, 2026

- One fee-waived adoption event should take place within each quarter as outlined below:
 - January 2025 – March 2025
 - April 2025 – June 2025
 - July 2025 – September 2025
 - October 2025 – December 2025
- Work with Best Friends Animal Society to schedule and participate in the mandatory in-person Adoptions Training put on by Best Friends staff for at least all adoptions/front desk staff at the shelter. This must be completed within the first 90 days (by 3/31/25) of the start of this agreement.

- Attend monthly check-in calls with Best Friends for guidance and ongoing support around fee-waived events and any other additional support needed

The “Term” of this Agreement, unless terminated pursuant to the language below will be from 1/1/2025 through 1/1/2026.

Grants will be provided in two payment(s) with Best Friends’ obligation to disburse initial funds conditional upon receipt of Recipient’s completed IRS Form W-9. All subsequent funding installments after initial grant installment will be contingent upon Project progression and completion of expected goals and reporting listed in the Agreement.

Grant Installments are set below:

Payment #1 12/16/24 \$12,500

Payment #2 6/16/25 \$12,500

Section 2. Recipient Requirements

- A. Recipient agrees to provide Quarterly impact reports through the Term of the Agreement, and payment installments for the Grant will be contingent upon receipt of impact reports and overall progress to goal, as previously defined by Project benchmarks. Recipient agrees to submit impact reports using forms provided by Best Friends outlining the use of the Grant funds until all funds have been spent. These grant reports must include:
 - Recipient agrees to provide the number of fee-waived adoptions separated by cat and dog after each event that were impacted by this grant
- B. With each impact report Recipient will provide any relevant success stories of animals helped through the events, or descriptions of how the Grant has impacted the target community.
- C. Recipient agrees to provide a final grant report upon completion of the Term of this Agreement. With the final grant report, Recipient will provide any relevant success stories of animals helped through the events, or descriptions of how the Grant has impacted the target community
- D. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA through the term of this Agreement.
- E. Recipient is a member or will become a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

Section 3. Grant Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Grant and the Project. Both Parties may issue reports or statements to its members, the media, and the public about the Grant and the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with

Best Friends and facilitate promotion of the Grant and the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Section 4. Photo, Video, Digital and Audio Release

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of this Agreement.

Recipient further agrees not to make any claim against Best Friends or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this Agreement releases and forever discharges Best Friends from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Section 5. Non-Disparagement

Section 5 Intentionally Deleted

Standard Terms

Section 6. Grant Recipient Representations and Warranties

Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 7. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 8. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:

- (i) By its actions or statements, Best Friends materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends, has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

Section 9. Intellectual Property License

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant and the Project. Other than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 10. Release

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives,

contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct, or indirect, known or unknown, that may result as a result of the Recipient's work, participation and activities related to this Grant and the Project.

Section 11. Indemnity Agreement

To the full extent permitted by law, the Recipient and their directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Grant and the Project or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Section 12. Proprietary Information

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating direction to Best Friends business, including, but not limited to, the Best Friends Network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party, unless required under the Washington State Public Records Act or any similar law relating to Recipient's obligation to provide transparency to members of the public as to Recipient's activities. Recipient agrees to inform Best Friends of the request and cooperate with Best Friends to assert any rights of confidentiality that may be relevant under such law.

Section 13. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 14. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the termination of this Agreement.

Section 15. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between Best Friends and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

The remainder of this page is left intentionally blank. The signature page follows.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

City of Everett

Signature:

Printed Name: Cassie Franklin

Title: Mayor

Date:

Approved as to Form:

Tim Benedict, Deputy City Attorney

Attest:

Marista Jorve, City Clerk

Best Friends Animal Society

Signature:

Printed Name: Gina Burrows

Title: Pacific Region Senior Manager

Date:

**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



Counterparty:	Best Friends Animal Society
Agreement:	Everett Animal Shelter - Fee Waived Adoption Events - Pacific Region Discretionary Grant Agreement 2024

The City of Everett and the above Counterparty are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Counterparty agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the Office of the City Clerk or by the Office of the City Attorney to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. The Agreement does not require the City to give notice(s) to Counterparty regarding such disclosure(s) or require the City to advocate in any forum that any record is confidential or that any record is not subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement regarding confidentiality.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents) are never confidential and may at any time without notice be posted to the City's public website or otherwise disclosed.

The law of the State of Washington exclusively governs this Addendum and all matters under the Agreement regarding confidentiality and exclusive venue for all disputes regarding the same is the Superior Court of Washington in Snohomish County. Signature on this Addendum is with AdobeSign, which is fully binding.

COUNTERPARTY:

By: _____

Printed Name: Gina Burrows

Title: Pacific Region Senior Manager

Project title: Authorize the Mayor to sign Amendment #1 for the Professional Services Agreement with Shiels Oblatz Johnsen Inc. (SOJ)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Service
Agreement Amendment #1

Department(s) involved:

Administration Economic
Development

Contact person:

Scott Pattison

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Everett Stadium Project

Partner/Supplier: Shiels Oblatz Johnsen Inc. (SOJ)

Location: City Of Everett

Preceding action: Professional Services Agreement approved [11/8/2023](#)

Fund: Fund 145

Fiscal summary statement:

On November 8, 2023, the City Council approved the Professional Services Agreement with Shiels Oblatz Johnsen, Inc. (SOJ) for \$344,400. This agreement was intended to cover the environmental review, site evaluation, project development, and early design phases throughout 2023 and 2024.

This amendment will add \$457,986 to the SOJ agreement to support the tasks below. This cost is offset by savings from the Environmental Impact Statement work completed by Environmental Science Associates, which came in \$280,000 under budget thanks to the support from SOJ and city staff.

Project summary statement:

SOJ will manage, coordinate, and assist the city with development of the Project, including the following tasks:

- Procurement of and contract negotiations with the Progressive Design-Build (PDB) team with the City and their legal counsel
- Negotiations with private partners, including the Everett AquaSox and United Soccer League (USL), with the City and their legal counsel.
- Development of project scope with the PDB team, the city and their partners/tenants
- Development of funding plans/financial plans for construction and long-term operations with the city and their financial partners
- Site assembly and acquisition of real property with the City and their legal counsel
- Development and tracking of project schedule with the PDB team.
- Development and tracking of project budget with the city.
- Development of design deliverables including Concept Design and Program, Schematic Design, Design Development, Construction Documents, and cost estimates by the PDB team.
- Stakeholder engagement plan with the city.
- Permitting strategy and implementation with the PDB team
- The City and Project Manager may add/modify scope and tasks as needed.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Shiels Oblatz Johnsen, Inc. in the amount of \$457,986



**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	Shiels Oblatz Johnsen, Inc.
City Project Manager	Scott Pattison
	spattison@everettwa.gov
Original Agreement Date	12/6/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 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	\$344,400.00
	Compensation Added (or Subtracted) by this Amendment	\$457,986.00
	Maximum Compensation Amount After this Amendment	\$802,386.00

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

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

Shiels Oblatz Johnsen, Inc.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Tong

Signer's Email Address: bradt@sojsea.com

Title of Signer: Managing Partner

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 14, 2023

EXHIBIT A
AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK)

SOJ will provide project management services for the Everett Outdoor Multipurpose Stadium Project, as directed by the City of Everett (City) and as described below.

Design and Permitting Phase of the Project (2025)

SOJ will manage, coordinate and assist the City with development of the Project, including the following tasks:

- Procurement of and contract negotiations with the Progressive Design-Build (PDB) team with the City and their legal counsel
- Negotiations with private partners, including the Everett AquaSox and United Soccer League (USL), with the City and their legal counsel
- Development of project scope with the PDB team, the City and their partners/tenants
- Development of funding plans/financial plans for construction and long-term operations with the City and their financial partners
- Site assembly and acquisition of real property with the City and their legal counsel
- Development and tracking of project schedule with the PDB team
- Development and tracking of project budget with the City
- Development of design deliverables including Concept Design and Program, Schematic Design, Design Development, Construction Documents and cost estimates by the PDB team
- Stakeholder engagement plan with the City
- Permitting strategy and implementation with the PDB team
- The City and Project Manager may add/modify scope and tasks as needed

Construction of the Project is anticipated to commence in 2026 and be completed in 2027. The scope of work and compensation for the Construction Phase of the Project will be incorporated in a future amendment to the contract.

The City shall pay SOJ a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Hourly Rate
Ben Franz	Partner/Sr. Project Manager	\$272
Ethan Bernau	Partner/Sr. Project Manager	\$265
Julie DeDonato	Project Manager (subconsultant)	\$231
John Palewicz	PDB Advisor (subconsultant)	\$249
Adam Strutynski	Sr. Project Controls (subconsultant)	\$159
Matt Strutynski	Project Controls	\$120
Ken Johnsen	Strategic Advisor	\$322



City Council Agenda Item Cover Sheet

Project title: Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Milliman, Inc

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/2024
Action
Ordinance
Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

425-257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Actuarial Services

Partner/Supplier: Milliman, Inc

Location: NA

Preceding action: February 2, 2023

Fund: 010/Finance

Fiscal summary statement:

On January 29, 2021, a professional service agreement was executed with Milliman Inc. to provide actuarial services of the City's LEOFF 1 police and fire pension funds. In 2023, Amendment No. 1 extended the term to April 15, 2024.

The proposed Amendment No. 2 will:

1. extend the term through April 15, 2026
2. increase total compensation by \$53,000.

There is no change to the scope of work.

Project summary statement:

Milliman Inc. will perform a full actuarial valuation of the City's LEOFF 1 police and fire pension funds.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Milliman, Inc.



**AMENDMENT NO. 2
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	Milliman, Inc.
City Project Manager	Heide Brillantes
	HBrillantes@everettwa.gov
Original Agreement Date	1/29/2021

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 4/15/2026 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	\$95,000
	Compensation Added (or Subtracted) by this Amendment	\$53,000
	Maximum Compensation Amount After this Amendment	\$148,000

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

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

MILLIMAN, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Daniel Wade

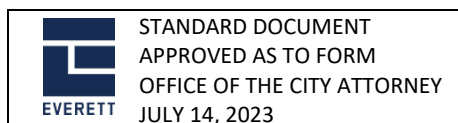
Signer's Email Address: daniel.wade@milliman.com

Title of Signer: Principal and Consulting Actuary

Date

ATTEST

Office of the City Clerk



Fee Schedule and Statement of Work

Fee Schedule For Valuing Firefighters' Pension Fund, Police Relief and Pension Fund Retiree Medical and Long-Term Care Benefits for LEOFF 1 Fire and Police Employees

Fees

Our fee schedule for valuing benefits is shown below. Our fee basis assumes that no personal presentation of the report is necessary. If you would like a personal presentation to interested parties, an additional charge would be made in accordance with our normal hourly fees. If you have any questions, please let us know. Our fees also assume minimal customization from our standard reports. If significant customization is required, additional fees may be applicable. We would be happy to discuss report customization with you.

**December 31, 2024 GASB 67, 68, 74 and 75 reporting and January 1, 2025 Actuarial Valuation
of Pension Benefits and Retiree Medical and Long-Term Care Benefits*:** \$ **42,000**

The December 31, 2024 GASB disclosures to be completed by April 2025; the January 1, 2025 actuarial valuation to be completed by summer 2025. Both reports are included in the \$42,000 fee for 2025.

December 31, 2025 GASB 67, 68, 74 and 75 reporting: **11,000**

The December 31, 2025 GASB disclosures to be completed by April 2026.

Subtotal for work performed between January 1, 2025 and April 15, 2026. \$ **53,000**

Meetings and Other

Billed for actual time and expense
(An estimate can be provided)

Will charge at time of service


** Our fees above allow for approximately four hours to review data. Additional charges could result from time spent in excess of one hour identifying and correcting unusual data issues, for implementing nonstandard assumptions, or providing customized exhibits or formatting in the actuarial valuation report.*

The contractual terms governing this assignment shall be the same as the Consulting Services Agreement between the city and Milliman, Inc. If the scope of work and fees are acceptable, please have an authorized representative of the City of Everett sign below indicating acceptance.

MILLIMAN, INC.

Daniel Wade
Name

Principal and Consulting Actuary
Title


Signature

August 23, 2024
Date

Reviewed and Accepted for City of Everett by:

Name

Title

Signature

Date



City Council Agenda Item Cover Sheet

Project title: Everett Gospel Mission Pallet Project Grant Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

EGM Pallets Snohomish
County Grant Agreement

Department(s) involved:

Community Development

Contact person:

Julie Willie, Director

Phone number:

425-257-7120

Email:

jwillie@everettwa.gov

Project: Everett Gospel Mission Pallet Project

Partner/Supplier: Snohomish County

Location: NA

Preceding action: NA

Fund: Fund 155

Fiscal summary statement:

Funds will be provided to the City through a grant agreement with Snohomish County to support operations of EGM's Pallet Project for one year. Snohomish County is acting as a pass-through for Department of Commerce funds under the State Department of Commerce System Demonstration Grant (SDG).

Project summary statement:

Known as "Palisades", since 2021 Everett Gospel Mission has operated a 40-unit Pallet project on City property, located at 2402 37th Street, adjacent to the Men's Shelter on Smith Ave. Units are made available to chronically unsheltered individuals. Pallet residents are offered services and resources through EGM's case management, which prioritize safety and stability.

This is the third grant from Snohomish County and the Department of Commerce supporting Palisades' operations.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute the Grant Agreement with Snohomish County, in substantial form, and a Subrecipient Agreement with Everett Gospel Mission for operations of EGM's Pallet project.

Initialed by:

Department head

Administration

Council President

Snohomish County Human Services
3000 Rockefeller Avenue, M/S 305 | Everett, WA 98201
(425) 388-7200



CONTRACT SPECIFICS	Contract Number:	HCS-24-66-2440-198	Maximum Contract Amount:	\$745,864	
	Title of Project / Service:	Everett Gospel Mission Pallet Project			
	Start Date:	07/01/2024	End Date:	06/30/2025	Status Determination: Subrecipient
CONTRACTING ORGANIZATION	Agency Name:	City of Everett			
	Address:	3002 Wetmore Avenue			
	City, State & Zip:	Everett, WA 98201	IRS Tax No. / EIN:	91-6001248	
	Contact Person:	Cassie Franklin	Unique Entity Identifier:	C1HRGLALTFU9	
	Telephone:	425-257-7115	Email Address:	cfranklin@everettwa.gov	
FUNDING SPECIFICS	Funding Authority:	Washington State Department of Commerce, RCW 43.185c			
	ALN* No. & Title:	N/A			
	Funding Specifics:	Washington State Department of Commerce System Demonstration Grant (SDG)			
	Funding Source:	State	Federal Funding Addendum Attached:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
COUNTY	Program Division	Contact Person	Contact Email	Contact Phone	
	Housing and Community Services	Robin Hood	robin.hood@snoco.org	425-388-7266	

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

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

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

Specific Terms and Conditions Attached as Exhibit A

Statement of Work/Project Description Attached as Exhibit B

Approved Contract Budget Attached as Exhibit C

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

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

FOR THE CONTRACTING ORGANIZATION:

FOR SNOHOMISH COUNTY:

(Signature) _____ (Date) _____

(Title) _____

Mary Jane Brell Vujovic, Director _____ (Date) _____

Department of Human Services

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

EVERETT GOSPEL MISSION PALLET PROJECT

I. INTRODUCTION

The Emergency Housing Fund (EHF) grant is utilized to maintain current levels of homeless subsidies and emergency housing services.

Allowable activities and expenses follow the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#). Allowable activities are restricted to “emergency housing” activities, to include: street outreach, diversion, emergency shelter including hotel/motel leasing, sanctioned encampments, transitional housing, rapid re-housing, housing search and placement, and housing stability case management.

EHF funds support a variety of activities, including the operation of emergency shelter units, program operations, rental assistance, and data collection and reporting. Refer to the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#) for details on client eligibility, allowable activities, standards for documenting services and ensuring compliance, administrative and system requirements, coordinated assessments, reporting, legislatively established priorities, and requirements for local homeless plans.

II. APPLICABLE GUIDELINES, REGULATIONS AND LAWS

The Agency shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to the following **Washington State Laws and Regulations**:

- A. Affirmative action, RCW 41.06.020(1);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure – campaign finances-lobbying, Chapter 42.17A RCW;
- D. Discrimination – Human Rights Commission, Chapter 49.60.RCW;
- E. Ethics in public service, Chapter 42.52 RCW;

- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

III. CONTRACT MANAGEMENT

The Representative for each of the parties identified on the Contract Face Sheet shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

IV. ORDER OF PRECEDENCE

In the event that any provisions of the Contract, including all authorities incorporated by reference, are in conflict with one another, the provision which is the more encompassing and restrictive on the Agency's actions shall apply. In the event that equally restrictive provisions are in conflict with one another, the sources of the provisions shall govern their precedence. The order of precedence shall be first federal, then state, then local, and shall in all cases be ruled upon by the County.

V. SCOPE OF SERVICES

- A. The Agency shall provide the services described in the Approved Statement of Work (hereinafter Exhibit B), pursuant to the provisions of this Contract.
- B. The Agency shall initiate criminal history background checks pursuant to RCW 43.43.830 and RCW 43.43.834 for all prospective employees and volunteers who may have unsupervised access to children under sixteen years of age, developmentally disabled persons of any age, or vulnerable adults.
- C. The Agency shall make a reasonable effort to secure the services of unpaid volunteers and other training or work program participants to supplement staff at no additional costs under this Contract.

VI. FINANCIAL AWARD

The Agency is hereby awarded, in the form of a subaward, the total sum indicated in the Approved Contract Budget (hereinafter Exhibit C), to provide part of the funding for the full undertaking and performance of the Project. It is expressly agreed and understood that the total amount paid by the County under this Agreement shall not exceed the total subaward indicated in Exhibit C.

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the County may amend the Contract amount to reflect any new funding limitations and conditions.

All funds shall be available only in strict accordance with the provisions of this Contract, the Basic Terms and Conditions referenced on the Contract face sheet, and other applicable federal, State, and local laws, regulations, and policies governing the funds provided in this Contract.

VII. ALLOWABLE COSTS

Costs allowable under this Contract are based on an approved budget up to the Contract Maximum. If provided for in Exhibit B and Exhibit C, allowable use of EHF Program funds shall include:

- A. Administration;
- B. Data Collection; and
- C. Program Operations.

VIII. ANTICIPATORY COSTS

Allowable costs under this Contract shall include costs incurred by the Agency during the Contract term set forth on the Contract Face Sheet or amended Contract Face Sheet, PROVIDED, that all costs shall not exceed the Contract Maximum, and PROVIDED, FURTHER, that no payments will be made before the Effective Date.

IX. FISCAL MANAGEMENT

A. Administrative Costs

1. Administrative costs actually incurred to support operating activities funded under this Contract may be charged to this Contract up to the amount specified in Exhibit C.
2. Administrative services shared by other programs may be assigned to this Contract based on an allocation plan that reasonably reflects the administrative costs necessary to support services provided under each contract administered by the Agency.

B. Cost Reimbursement

1. Reimbursement for services delivered under this Contract shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to Exhibit B. The Agency shall submit, in a format prescribed by the County, an invoice detailing, on a monthly basis, all costs associated with the program based on Exhibit C.
2. Invoices must provide adequate back up documentation to support costs on each reimbursement request, to include:
 - a. Submission of the general ledger with transaction and expenditure dates on allowable activities within period of performance.
 - b. For rent assistance and flexible payments, back up documentation should include the client HMIS number to tie the transaction to the recipient.
3. Reimbursement will be made upon the receipt and approval of the invoice and reports required by Exhibit B submitted within ten (10) days after the end of the month in which expenses were incurred.
4. If expenditure reports are not submitted in a timely manner, the County may recapture unclaimed funds for re-allocation among other eligible agencies. If the Agency fails to file an expenditure report within any two-month period, the County may elect to terminate the Contract.

C. Budget Revisions

1. The Agency may make limited changes to the approved budget that comply with the provisions for budget revisions in the Basic Terms and Conditions and the requirements of 2 CFR § 200.308. Certain types of post-award changes to the approved project budget will require the prior approval of Snohomish County, specifically:
 - a. Any revision proposed by the Agency for the reasons listed in 2 CFR § 200.308(c); and
 - b. Any revision meeting the requirements for prior approval in the Basic Terms and Conditions.
2. If a requested revision would result in a change to the approved project budget that requires prior Commerce approval, Snohomish County will obtain such approval before approving the request.

D. State Prevailing Wage

The Agency shall ensure compliance with Chapter 39.12 RCW pertaining to payment of state prevailing wages on public works projects and with Chapter 49.28 RCW pertaining to an eight-hour work day for covered activities paid for with funds under this Contract.

X. PROJECT REQUIREMENTS

A. Nondiscrimination

Supplemental to the requirements of the Basic Terms and Conditions, the Agency shall comply and require its subagencies performing work funding in whole or in part under this Contract to comply with applicable federal, State, and local nondiscrimination laws, regulations, and executive orders, including, but not limited to:

1. 24 CFR part 1 (Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964), as amended, 24 CFR part 5 (General HUD Program Requirements; Waivers), as amended, and as further detailed in the HUD rule number RIN 2501-AD49, issued on February 3, 2012 (Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity), which, in part, requires the following:
 - a. Assistance provided by the Project shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
 - b. Inquiries as to sex are permitted only when determining eligibility for a temporary, emergency shelter that is limited to one (1) sex because it has shared sleeping rooms or bathrooms, or to determine the number of bedrooms to which a household may be entitled. Such inquiries are not permitted in any other homeless shelter or housing; and
 - c. Agencies are prohibited from inquiring into an applicant or participant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.
2. Fair Housing and Civil Rights

The Agency shall comply with fair housing and civil rights laws, regulations, and executive orders, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and implementing regulations at 24 CFR part 1, as amended;

- b. Title VIII of Civil Rights Act of 1968 (P.L. 90-284), as amended, Section 104(b) of the Housing and Community Development Act of 1974, as amended, and 24 CFR § 576.407(b), which, in part, requires the Agency to implement the Project in a manner that affirmatively furthers fair housing. The Agency shall:
 - 1) Affirmatively market Project assistance to eligible persons in a manner that does not discriminate against persons on the basis of race, color, religion, sex, disability, familial status, or national origin;
 - 2) Provide all applicants and participants with information on rights and remedies available under applicable federal, State, and local fair housing and civil rights laws; and
 - 3) Take reasonable steps to ensure meaningful access to assistance provided by the Project for limited English proficiency (LEP) persons, consistent with Title VI and Executive Order 13166.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5304(b) and 5309), as amended, and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and 24 CFR part 8, as amended;
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
 - f. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended; and
 - g. Executive Order No. 11063, as amended by Executive Order 12259, and 24 CFR part 107 (Equal Opportunity in Housing), as amended.
3. Affirmative Action and Equal Employment Opportunity

The Agency agrees that it will assist and cooperate actively with the County, HUD, and the Secretary of Labor in obtaining the compliance of the Agency and subagencies with the statutes and laws referred to in this Section and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the County, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the County, HUD, and the Department of Labor in the discharge of the Department of Labor's primary responsibility for securing

compliance. The Agency will also ensure the compliance of the Agency and subagencies with state requirements pertaining to equal opportunity.

The Agency shall comply with laws, regulations, and executive orders pertaining to nondiscrimination in employment and contracting opportunities, including, but not limited to:

- a. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5304(b) and 5309) and 24 CFR part 6 (Non-Discrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974), as amended;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and 24 CFR part 8, as amended;
- c. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended;
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended, and implementing regulations at 24 CFR part 135, as amended. Failure to fulfill these requirements shall subject the County, the Agency and any of the Agency's subagencies, their successors and assigns, to those sanctions specified by the Contract through which federal assistance is provided;
- e. Snohomish County Section 3 Area. The County has identified its Section 3 area as that area within the corporate boundaries of Snohomish County. The term "low income" includes low-income unemployed residents of Snohomish County. The Agency will, to the greatest extent feasible, provide employment opportunities to those individuals;
- f. Executive Order No. 11246, as amended by Executive Order Nos. 11375, 11478, 12107 and 12086, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), implementing regulations at 41 CFR part 60 (Regarding Non-Discrimination in Employment), as amended;
- g. Executive Order Nos. 11625, 12432 and 12138, and 2 CFR § 200.321. The Agency will take all necessary affirmative steps to assure that small businesses, minority business enterprises, and women's business enterprises are afforded the maximum practicable opportunity to participate in the performance of this Contract;

h. Chapter 39.80.040 RCW (Contracts for Architectural and Engineering Services – Participation by Minority and Women-Owned Firms), as amended; and

i. Discrimination prohibitions under Chapter 49.60 RCW, as amended.

4. Service and Assistance Animals

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

B. Conflict of Interest

In all cases not governed by 2 CFR § 200.318 shall apply, including, but not limited to:

1. No employee, officer, or agent may participate in the selection, award, or administration of a grant if he or she has a real or apparent conflict of interest. Such a conflict of 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 other interest in or a tangible personal benefit from a firm considered for a grant. The officers, employees, and agents of the Agency may neither solicit nor accept gratuities, favors, or anything of monetary value from the Agency's or parties to subcontracts and must comply with RCW 39.26.020. However, the Agency may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agency.
2. If the Agency has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Agency must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Agency is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

In addition, the Agency agrees that it will incorporate the provisions in this Section and the conflict of interest provisions in the Basic Terms and Conditions into every subcontract required to be in writing and made pursuant to the Project assisted under this Contract.

C. Pay Equity

The Agency agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
2. The Agency may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This contract may be terminated by the County, if the County, the Washington State Department of Enterprise Services, or the Washington State Department of Commerce determines that the Agency is not in compliance with this provision.

XI. PROJECT MANAGEMENT

A. Lead-Based Paint

The Agency must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, M, and R, which apply to activities under this Contract.

B. Housing Standards

Permanent housing receiving funding under this Contract must meet the habitability standards in accordance with [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

C. Coordinated Entry System

The Agency shall use the Coordinated Entry system established by the Everett/Snohomish County Continuum of Care as required by the Department of Housing and Urban Development (HUD) CoC Program Coordinated Entry Requirements and guidelines as described in the [Consolidated Homeless Grant \(CHG\)/System Demonstration Grant \(SDG\) guidelines](#).

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by EHF must participate in Snohomish County's Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process.

XII. RECORDS

A. Records to Be Maintained

The Agency shall maintain all records pertaining to the activities funded under this Contract and as further described in Exhibit B and shall furnish such records to the County, Commerce, or other authorized Federal officials, as requested. The Agency shall maintain records including, but not limited to:

1. Books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.
2. The above records and all other financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained for a period of six (6) years following the date of final payment or termination of this Contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times, to inspection, review or audit by Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal, state and county officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. Participant Information and Confidentiality

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

XIII. PERFORMANCE REVIEW

At a minimum, the County shall review quarterly the Agency's level of planned performance compared to actual performance as reported on monthly expenditure and reports as provided pursuant to Exhibit B of this Contract. If the Agency has expenditure issues, or performance issues related to utilization or outcomes defined in Exhibit B, the County may reallocate those funds to other eligible program agencies. Any reduction will be based on actual performance. The level of funding reduction shall be negotiated between the Agency and the County, with the County retaining the authority to set the reduction level.

XIV. PROHIBITIONS

Funds awarded under this Contract shall not supplant other existing funding sources. Funds awarded under this Contract shall not be used for:

- A. Activities not related to the EHF Program;
- B. Administrative expenses above the amount specified in Exhibit C; and
- C. Non-expendable equipment with a cost exceeding \$1,000.00 per item, without prior approval of the County.

XV. HOMELESS MANAGEMENT INFORMATION SYSTEM PARTICIPATION

- A. The Agency shall participate in the Snohomish County Homeless Management Information System ("Snohomish County HMIS") which is administered by the County's Human Services Department. Snohomish County HMIS is an electronic database that collects data on homeless persons who receive coordinated entry, outreach, homeless prevention and intervention services, emergency shelter, transitional housing, supportive services not linked with housing, and permanent housing, including rapid rehousing, permanent supportive housing, and other permanent housing.
- B. Participation shall include the following:

1. Technical set up;
2. Staff training;
3. Development of and adherence to an HMIS implementation schedule;
4. Adherence to the requirements set forth in the Local HMIS Data Quality Plan, including timely data entry, internal monitoring of data quality, and timely correction of data;
5. Adherence to the requirements set forth in the Snohomish County HMIS Policy and Procedures Manual; and
6. Adherence to the requirements set forth in the “Agency Partner Agreement” and “User Policy, Code of Ethics and Responsibility Statement” executed by the Agency and Agency’s staff.

XVI. PUBLICITY

The Agency agrees not to publish or use any advertising or publicity materials in which the state of Washington or the County’s name is mentioned, or language used from which the connection with the state of Washington’s or the County’s name may reasonably be inferred or implied, without the prior written consent of the County.

XVII. WRITTEN POLICIES AND PROCEDURES

- A. Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and available for review.
- B. Such policies and procedures shall include, but not be limited to:
 1. Personnel and job descriptions;
 2. Organizational chart;
 3. Travel;
 4. Fiscal management;
 5. Location of handicap accessible facilities and services for homeless people with special needs; and
 6. Provision for bilingual public contact employees as appropriate.

XVIII. DOCUMENTS ON FILE

- A. Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Agency and made available for review by the County at reasonable times.
- B. Such documents shall include, but not be limited to:
 - 1. Articles of incorporation/Tribal charter;
 - 2. By-laws;
 - 3. IRS nonprofit status certification;
 - 4. Current Agency audit;
 - 5. Insurance and bonding policies required by the Contract; and
 - 6. Contract Face Sheet.

XIX. PERFORMANCE EVALUATION AND MONITORING

The Agency agrees to participate with the County in any evaluation of the Project conducted by the County, Commerce, or HUD and to make available all information in its possession relevant to such evaluation. The County will monitor the performance of the Agency against the goals and performance standards set forth in this Contract. Remedies for substandard performance that is not corrected to the County's satisfaction may include Contract suspension or termination following the procedures described in the Basic Terms and Conditions Agreement.

XX. TREATMENT OF CLIENTS

The Agency shall not:

- A. Deny shelter to a homeless person or family because of inability to pay;
- B. Require participation in a religious service as a condition of receiving assistance; or
- C. Require residency in the designated service area as a requirement for a homeless person to receive services.

XXI. ENVIRONMENTAL TOBACCO SMOKE

Smoking is not permitted in any portion of any indoor facility owned, leased, or contracted for by the Agency and used routinely for the provision of services to children under the age of 18.

XXII. COORDINATION OF ACTIVITIES

Activities shall be coordinated with similar and related programs administered by the federal government and the state of Washington, including but not limited to, Continuum of Care planning.

XXIII. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Agency by the County that is designated as "confidential" by the County;
2. All material produced by the Agency that is designated as "confidential" by the County; and
3. All personal information in the possession of the Agency that may not be disclosed under state or federal law. "Personal information" includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Agency shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Agency shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Agency shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state, or federal laws related thereto. Upon request, the Agency shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Agency reasonably determines that changes are necessary to prevent unauthorized disclosures. The Agency shall make the changes within the time period specified by the County. Upon request, the Agency shall immediately return to the County any Confidential Information that the County

reasonably determines has not been adequately protected by the Agency against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Agency shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

XXIV. AFTER-THE-AGREEMENT REQUIREMENTS

The Agency's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Agency has control over SDG funds, including program income. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the grant have been completed.

XXV. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

XXVI. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Agency's income or gross receipts, any other taxes, insurance, or expenses for the Agency or its staff shall be the sole responsibility of the Agency.

XXVII. FRAUD AND OTHER LOSS REPORTING

The Agency shall report in writing to the County all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable.

EXHIBIT B

STATEMENT OF WORK

EVERETT GOSPEL MISSION PALLET PROJECT

I. DESCRIPTION

The HMIS Name and Project ID are: EGM-Pallet Shelter and 19757. The program (the Project) is funded with the Emergency Housing Fund (EHF), a Washington State Department of Commerce System Demonstration Grant (SDG).

The Office of Community and Homeless Services (OCHS), as the Collaborative Applicant for the Everett/Snohomish County Continuum of Care (CoC), oversees the administration of the Coordinated Entry (CE) system under the guidance of the Partnership to End Homelessness (PEH). This Contract provides funding for temporary shelter to eligible households which does not require participants to sign leases or occupancy agreements or who are referred by a Coordinated Entry Resource Navigator.

The Agency shall undertake the activities described below under the direction of, and in collaboration with, the County and the PEH. In compliance with the terms of the Contract, the Agency shall perform the tasks and services carry out the Project as described in the Project Application, in Exhibit A, and in any subsequent revisions to the Project approved by the County. In addition to amendments and guidance from the County, the Agency shall comply with the Commerce Guidelines, as amended and RCW 43.185c Homeless Housing and Assistance. Additional information is available on the Department of Commerce website (<https://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>).

II. ELIGIBILITY REQUIREMENTS

A. The Agency will provide the following assistance to participant households.

1. The Project shall serve eligible Participants only, defined as:
 - a. Unsheltered Homeless: Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings;
 - b. Fleeing or attempting to flee violence: domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s); or

- c. Sheltered Homeless: Residing in a temporary housing program including shelters or exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution; or residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays.
 2. The Agency shall prioritize households who have a prior residence that is a place not meant for human habitation. Further, the Agency shall serve the target subpopulation(s) of individuals and families with children.
- B. The Agency shall ensure that all households served by the Project are enrolled in the Snohomish County's Coordinated Entry (CE) System by referring households to North Sound 2-1-1 to enroll the household into the CE System or through collaboration with a partner organization's Resource Navigator.
- C. The Agency shall follow a low-barrier approach and offer flexible intake schedules. The Agency shall enroll all eligible Participants in the Project without preconditions or barriers to entry. Participants must be enrolled regardless of the following criteria:
1. Having too little or no income;
 2. Having poor credit or financial history;
 3. Having poor or lack of rental history;
 4. Having involvement with the criminal justice system;
 5. Having active or a history of alcohol and/or substance abuse;
 6. Having been impacted by a crime;
 7. Lacking ID or proof of U.S. Residency Status;
 8. The type or extent of disability-related services or supports that are needed;
or
 9. Other behaviors that are perceived as indicating a lack of "housing readiness", including resistance to receiving services.

The Agency may not establish eligibility requirements beyond those established by the Contract or applicable regulations, without prior written express approval from Snohomish County Human Services.

- D. The Agency shall administer the Snohomish County Fenn-Jorstad Self-Sufficiency Matrix© (FJSSM) to all adults served by the Project. The FJSSM© shall be administered at program entry and at exit; all scores must be entered into the Snohomish County Homeless Management Information System (HMIS).
- E. The Agency shall provide the following supportive services:
1. The Agency shall provide supportive services with the primary goal of quickly exiting to permanent housing. Supportive services may include assessing for rental barriers, targeted housing search, landlord engagement/negotiation, accessing mainstream resources, and making referrals to employment partners.
 2. Agency staff will complete the Coordinated Entry Assessment with Participants and use a Housing Stability Plan with specific action steps designed to address rental barriers and assist in obtaining permanent housing as quickly as possible. If the household's stay is longer than thirty (30) days, then the plan shall be reassessed and documented at least every thirty (30) days.
 3. The Agency shall make every effort to engage participants in supportive services. Supportive services shall emphasize participant choice and participation shall be entirely voluntary.
- F. The Agency shall not terminate Participants from the Project for any of the following reasons:
1. Failure to participate in supportive services or treatment programs;
 2. Failure to make progress on a housing stability plan;
 3. Alcohol and/or substance use in and of itself is not considered a reason for termination;
 4. Households residing in emergency shelter must not be exited to homelessness due to reaching a maximum stay limit; and
 5. The Agency must have a process in place for Participants terminated from a low barrier project due to violating rules focused on maintaining a safe environment to be considered for re-enrollment, if the household demonstrates unsafe behavior is unlikely to re-occur.
- G. The Agency shall ensure that Project units are of suitable dwelling size and meet Habitability Standards; an inspection of the facility must be conducted and documented at least once a year.

- H. The Agency shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR part 35, as applicable to the activities under this Contract.
- I. The Project will operate on a maximum ninety (90) day model. To the extent practicable, residents will be assisted in obtaining housing within thirty (30) days of entry into the emergency shelter. The shelter will strive to reduce the average length of stay. However, residents may stay longer to prevent returns to homelessness.
- J. If a household stays longer than ninety (90) days in emergency shelter, the Agency shall document income eligibility (at or below thirty percent (30%) AMI). Income eligibility must be documented at least every three (3) months thereafter.

Income limits are based on Area Median Income (AMI) which can be located at: www.huduser.gov. Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section [5.609 Annual Income](#).

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included. Documentation dated within 30 days is acceptable. However, for public assistance benefits, (e.g., SSI, food stamps), a benefits statement received any time within the twelve months prior to the time of application and reflecting current benefits received by a household is allowed. A copy of a recent bank statement indicating direct deposit is also acceptable.

- K. The Agency will maintain an individual client file for each household served under this Contract that includes: a client file checklist; documentation of homelessness and program eligibility; HMIS consent; Coordinated Entry Assessment and Housing Stability Plan; a record of services provided and service referrals; income certification, if applicable; Habitability Inspections; and other information as needed to meet the requirements of Exhibit A.

III. OUTPUTS AND OUTCOMES

- A. The Project shall provide a minimum of 20 bed nights each day.

- B. The Agency shall make best efforts to meet or exceed identified outcome(s) for the Project; these outcome(s) are aligned with the System Performance Benchmarks, as adopted by the Partnership to End Homelessness (PEH) Continuum of Care Board. The outcome measure(s) for the Project are as follows:

Measure	Description	Outcome
Length of Stay	Average number of days households remain in Emergency Shelter	Less than one hundred and forty-four (144) days
Exits to Permanent	Percentage of households who exit to permanent housing	Greater than eleven percent (11%)

IV. REPORTS

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

REPORT	DUE DATE
Housing Inventory Count (HIC)/Annual Report	Annually, by the submission deadline established by the County;
Commerce Golden Report. Any data issue identified by the County, including but not limited to, client enrollment and assessment data, performance outcomes, and financial data must be addressed by the Agency in accordance with the Snohomish County HMIS Policies and Procedures, as described further in Exhibit A.	Annually, by the submission deadline established by the County; and
Quarterly Performance Report Review Form.	Within 14 days after Agency receives each Quarterly Performance Report from the County.

V. CORRECTIVE ACTION

As part of the terms of this contract, the Agency certifies that the County has the authority to monitor the Project at least annually, and as deemed appropriate, to assess performance, compliance, and project progress. If the Agency has

expenditure, or performance issues related to utilization, expenditures, outcomes, or required reports, the County will implement the following corrective action:

- A. The County will provide written notice of issues identified and steps that the County will be taking to address those issues, requirements for agency response, timeframe for taking action, and/or identification of other necessary information to address the issues. Subsequent written document may be provided depending on status of the issues and progress toward resolution.
- B. A written Corrective Action Plan (CAP) will be developed detailing actions to be completed by the Agency. A written CAP may be a component of the monitoring letter or a separate written document to address any identified issues. The Agency shall provide response to the request for a CAP by the date provided documenting actions in adequate detail for the County to assess whether issues are in the process of being or have been resolved. The County will assess contract and performance issues using all necessary information to determine if the CAP requirements have been met and issues resolved or if further steps are needed.
 - 1. Low-Level Intervention which may include more training or technical assistance, monitoring, more frequent reviews of reports or invoices or other activities to address the concerns.
 - 2. Moderate-Level Interventions will address more serious concerns and may include restricting payments, disallowing costs, repayments, or other actions to address concerns.
 - 3. High-Level Interventions will address the most serious concerns and may include contract suspension or termination, legal action, and could result in not being eligible to apply for funding or receive future funding or other actions that address serious concerns.

C. ADDITIONAL REQUIREMENTS

The Agency shall participate in the following activities:

- A. Everett/Snohomish County Continuum of Care (CoC) activities, including participation in planning activities, and the annual Point-In-Time (PIT) Count of individuals and families experiencing homelessness or who are at risk of homelessness. PIT participation includes the active recruitment of volunteers to conduct the PIT Count and submission of PIT project-specific data and information.
- B. The Agency shall ensure that appropriate staff attend all applicable trainings and learning opportunities, as identified by the County. In addition, staff that provide direct services and supervise staff who provide direct services and

manage homeless grants should receive training and demonstrate competency in, at a minimum:

1. Trauma Informed Services;
 2. Supporting victims of domestic violence;
 3. Fair Housing;
 4. Racial Equity;
 5. LGBTQ+ competency;
 6. Rapid Rehousing; and
 7. Progressive Engagement and Problem-Solving.
- C. Attend Coordinated Entry Partnership meetings and Navigator meetings as requested share information about system gaps and recommend next step improvements.
- D. Participate in data collection, project evaluation, and professional development opportunities as requested by OCHS or its partners.

EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
EVERETT GOSPEL MISSION PALLET PROJECT

AGENCY NAME: City of Everett
CONTRACT PERIOD: 7/1/2024 to 6/30/2025

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
System Demonstration Grant (SDG): Emergency Housing Fund (EHF)	7/1/2024 to 6/30/2025	\$ 745,864		\$ 745,864
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 745,864	\$ -	\$ 745,864

MATCHING RESOURCES:

TOTAL MATCHING RESOURCES: \$ -

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

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	System Demonstration Grant			TOTAL	OTHER RESOURCES
	EHF Admin	EFH Facility Support	EHF Operations		
Salaries/Wages			\$ 184,820	\$ 184,820	
Benefits			50,046	50,046	
Supplies/Minor Equip.			26,700	26,700	
Prof. Services		359,744		359,744	
Postage					
Telephone					
Mileage/Fares					
Meals					
Lodging					
Advertising					
Leases/Rentals					
Insurance		12,000		12,000	
Utilities		31,344		31,344	
Repairs/Maint.		24,000		24,000	
Client Flex Funds			5,000	5,000	
Client Rent					
Printing					
Dues/Subscrip.					
Regis./Tuition					
Machinery/Equip.					
Administration	52,210			52,210	
Indirect					
Occupancy					
Misc. Construction					
Acquisition					
Relocation					
TOTAL	\$ 52,210	\$ 427,088	\$ 266,566	\$ 745,864	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
\$ 184,820	Salaries/Wages	0.8 FTE Site Supervisor, 0.8 FTE Site Supervisor, .77 FTE Maintenance Staff for 12 months
50,046	Benefits	Proportionate amount of staff medical and dental insurance, FICA, Workers Comp Ins, Medicare
26,700	Supplies/Minor Equip.	Toilet tissue, Sanitizer, Hygiene products, Cleaning supplies, Laundry supplies, First Aid
359,744	Prof. Services	Contracted 24 hour security, Sani-Can service
12,000	Insurance	Portion of Liability and Replacement Insurance
31,344	Utilities	Portion of costs for electricity - PUD, natural gas - PSE, water and sewer - City of Everett, and refuse - Rubatino
24,000	Repairs/Maint.	Repair and replacement parts for pallet units, accessory structures, and fencing
5,000	Client Flex Funds	Client assistance for items and services to remove barriers to housing including but not limited to State IDs, glasses, medical or dental needs, minor vehicle repair, employment supplies or uniforms, transit passes, fuel cards, merchant cards
52,210	Administration	Indirect administrative costs not to exceed 7% (Admin for Agency and City)
\$ 745,864	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
Site Supervisor	EHF	100.00%	\$ 8,500	\$ 8,500	12.00	\$ 102,000
Site Supervisor	EHF	80.00%	5,500	4,400	12.00	52,800
Maintenance Staff	EHF	80.00%	3,000	2,400	12.00	30,020

TOTAL: \$ 184,820

NOTE: Above figures may reflect rounding

Project title: State of Washington Department of Commerce 2023-2025 State Capital Budget Appropriation and Grant Award Acceptance for the Forest Park Pickleball Court Installation Project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Grant Award Letter
Grant Agreement

Department(s) involved:
Parks and Facilities
Administration

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Forest Park Pickleball Court Installation Project

Partner/Supplier: State of Washington Department of Commerce

Location: 802 E Mukilteo Blvd, Everett

Preceding action: None

Fund: TBD

Fiscal summary statement:

In 2024, the City of Everett Department of Parks and Facilities in partnership with the Mukilteo-Everett Pickleball Club sought and was awarded a 2023-2025 legislative appropriation and Washington Department of Commerce grant in the net amount of \$334,650. The grant award will support the Forest Park Pickleball Court Installation Project.

The project construction budget is \$1,419,650. The project will be funded through a combination of CIP3, this Washington State Department of Commerce Grant and potential additional outside funding through the Washington Recreation & Conservation Office.

Project summary statement:

The State of Washington Department of Commerce grant will support the development of Everett's first multiple court outdoor recreational facility dedicated to pickleball, the official sport of the State of Washington. The new facility will accommodate twelve (12) pickleball courts and construction includes renovation and expansion of two existing tennis courts which will be converted to multi-sport/multi-use for basketball, street hockey, and pickleball. A third new court will be constructed and provide four (4) courts dedicated to pickleball. This new court is sized and designed for regulation play and will be available for sanctioned competitive play in partnership with the Mukilteo-Everett Pickleball Club—whose mission is to establish a fun, social, and competitive Pickleball Club for all skill levels. Additional amenities will include new energy saving LED lighting, fencing, benches, hi-lo drinking fountain with bottle filler, complementary games at the periphery including cornhole and horseshoes--replacing an existing underutilized area of horseshoe play--and landscaping. The new pickleball facility will be accessible to users of all ages, abilities, and skill level, throughout the year. Construction is expected to begin in 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign all necessary documents accepting the State of Washington Department of Commerce 2023-2025 State Capital Budget Appropriation for the Forest Park Pickleball Court Installation Project.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

July 26, 2023

Kimberly Moore
City of Everett
802 E. Mukilteo Blvd.
Everett, WA 98203

Dear Kimberly:

Congratulations! Governor Inslee recently signed the 2023-25 State Capital Budget, which includes an appropriation of \$345,000 for the Forest Park Pickleball Court Installation (Everett) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$334,650.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over \$250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Michael Cady, at (360) 628-7076 or michael.cady@commerce.wa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Hanson".

Tony Hanson, Deputy Assistant Director
Local Government Division



Grant to

City of Everett

through

The Local Community Projects Program

For

Forest Park Pickleball Court Installation

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FACE SHEET

Grant Agreement Number: 24-96647-104
Project Name: Forest Park Pickleball Court Installation

**Washington State Department of Commerce
Local Government Division
Local Community Projects**

1. GRANTEE CITY OF EVERETT 2930 WETMORE AVE SUITE 9H EVERETT, WA 98201		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Bob Leonard Director (425) 257-8335 BLeonard@everettwa.gov		4. COMMERCE Representative Michael Cady Program Manager (360) 628-7076 michael.cady@commerce.wa.gov <div>P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525</div>	
5. Grant Amount \$334,650.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Upon Final Signature	8. End Date June 30, 2025, if funds are not reappropriated; June 30, 2027, contingent on reappropriation.
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # 91-6001248	11. SWV # SWV0000348-00	12. UBI # 313-000-656	13. UEI # LVPSLN4A2LF6
14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for the City of Everett to build a new pickleball court facility at Forest Park, as described in Attachment A – Scope of Work.			

FACE SHEET

COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).

FOR GRANTEE

Cassie Franklin, Mayor

Date

Approved as to Form:

Tim Benedict, Deputy City Attorney

Date

Attest::

Marista Jorve, City Clerk

Date

FOR COMMERCE

Mark K. Barkley, Assistant Director
Local Government Division

Date

TEMPLATE APPROVED AS TO FORM

Lisa Koperski, Assistant Attorney General, on 7/22/2024

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the CITY OF EVERETT, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2023, Chapter 474, Section 1025, made an appropriation to support the 2024 Local and Community Projects Program, which was amended in Laws of 2024, Chapter 375, Section 1011, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$334,650.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii.** Cash dedicated to the Project.
 - iii.** Funds available through a letter of credit or other binding loan commitment(s).
 - iv.** Pledges from foundations or corporations.
 - v.** Pledges from individual donors.
 - vi.** The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will

not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii. In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of ten (10) years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:
- i. the facility improved or acquired with grant funds; or
 - ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and

- vii. Landscaping.
- E. Other costs authorized through the legislation.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when

comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

- a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1. Loss or damage by fire and such other risks;
 - 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
 - 3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of

such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability
- 11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such

revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of

Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A.** Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.
- B.** The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C.** Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D.** Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

B. Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i.** Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "The is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- ii.** Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a.** any Project website or webpage that includes logos from other funding partners; and/or
 - b.** any Project media or public information materials that include logos from other funding partners; and/or
 - c.** On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such

policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or

agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, 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 Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. 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 Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

47. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

48. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the City of Everett to build a new pickleball court facility at Forest Park, located at 802 East Mukilteo Boulevard, Everett, WA 98201 (Project).

This will include, but not be limited to, design, architecture, engineering, demolition, site preparation, and construction. This includes removing 30 dilapidated horseshoe pits and small storage outbuildings and renovating two existing multi-use sport courts to build a new facility with one paved renovated multi-use court and seven paved dedicated pickleball courts; and installing fencing, lighting, drinking fountain, benches, landscaping, and a stormwater treatment system.

This Project will serve as a benefit to the public by fulfilling the community's demonstrated need for dedicated public outdoor pickleball courts for both recreational and competitive play. Pickleball is the fastest growing sport in the region and all ages and abilities are able to play. The City of Everett is partnering with the Mukilteo Everett Pickleball Club to plan, design, and construct the facility in a centrally located location that can be easily accessed by the public by pedestrian, bicycle, and public transportation. The new facility will utilize and leverage existing Forest Park resources including restrooms, picnic shelters, trails, open space, and a recently renovated playground and splash pad.

This Project is anticipated to be completed by March 31, 2026.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Architecture & Engineering	\$238,300.00
Construction	\$1,181,350.00
Total Project Budget	\$1,419,650.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Fund Sources	Amount	
Local City of Everett Capital Improvement Project Funds	\$1,085,000.00	
Total Non-State Funds	\$1,085,000.00	
State Funds	Amount	
State Capital Budget	\$334,650.00	
Total Non-State and State Sources	\$1,419,650.00	
Holdback:	0%	\$0.00
Project Reimbursement Rate	100%	

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

GRANTEE

TITLE

DATE

Project title:

Authorize the Mayor to Sign the Parking Services Management Contract Amendment #4 with the Downtown Everett Association for Parking Management Services at the EverPark Garage

Council Bill #**Agenda dates requested:**

Briefing

Proposed Action

Proposed Action

Consent 12/04/24

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Contract Amendment #4

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Parking Services Management Contract Amendment #4**Partner/Supplier:** Downtown Everett Association**Location:** 2815 Hoyt Ave, Everett**Preceding action:** None**Fund:** Fund 430**Fiscal summary statement:**

This contract amendment will change the compensation amount and scope of work for the Downtown Everett Association (DEA) for parking management services for the EverPark Garage. The current contract amount is \$13,831 per month. The new contract amount beginning January 1, 2025 will be \$15,679 with an increase to \$16,093 on July 1, 2025 and staying at that rate until the expiration of the contract agreement June 30, 2026. All expenditures will come from EverPark garage Fund 430.

Project summary statement:

The main reasons for the change in scope are to have weekend coverage for customer support and an off-hour call center to assist with customers experiencing mechanical or system failures while trying to exit the facility when staff is not present. This will provide much better customer service and site security for the garage.

The EverPark Garage has undergone some major renovations in the last couple of years that have improved site security, improved ease of use for the customers, and have helped to improve the garage as a functional safe space to park while patronizing and visiting the Everett downtown area.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Parking Services Management Contract Amendment #4 with the Downtown Everett Association for parking management services for the EverPark Garage.



**AMENDMENT NO. 4
PARKING MANAGEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND DOWNTOWN EVERETT ASSOCIATION**

This Amendment No. 4 is dated as of date of last signature below. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City"), and Downtown Everett Association ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Parking Management Services Agreement dated June 16, 2021, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 (as amended, the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of adjusting Agreement compensation and scope.

AGREEMENT

The City and Service Provider agree as follows:

1. Exhibit A of the Agreement is modified as follows:

- Section 1 is modified to include a requirement that Service Provider provide a call center that is available when there is no staff on site and that can remotely provide customer support.
- Section 3 is modified to read as follows:

Staffing levels will be based on the following Garage hours:

- Weekdays – from 7:00 a.m. to 7:00 p.m.
- Weekends – from 8:00 a.m. to 4:00 p.m.

2. The Agreement is modified to revise Section 4.B in its entirety to read as follows:

Definition of Management Fee. The "***Management Fee***" is as follows:

Contract Year	Management Fee
Contract Year One July 1, 2020 to June 30, 2021	\$18,274.30 per month
Contract Year Two July 1, 2021 to June 30, 2022	\$18,274.30 per month
Contract Year Three July 1, 2022 to June 30, 2023	\$18,274.30 per month

Contract Year Four July 1, 2023 to June 30, 2024	\$18,274.30 per month through August 30, 2023. Starting September 1, 2023, the Management Fee is \$13,831 per month for the remainder of Contract Year Four.
Contract Year Five July 1, 2024 to June 30, 2025	\$13,831 per month through December 31, 2024. Starting January 1, 2025, the Management Fee is \$15,679 per month for the remainder of Contract Year Five.
Contract Year Six July 1, 2025 to June 30, 2026	\$16,093 per month

3. 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. Signatures on this Amendment may be by email, fax, pdf, or other electronic means, in which case such signature will be deemed an original signature for all purposes. Signatures with AdobeSign are fully binding.
4. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

DOWNTOWN EVERETT ASSOCIATION

By: _____
Cassie Franklin, Mayor

Signature: Liz Stenning
Typed/Printed Name: LIZ STENNING
Title: EXECUTIVE DIRECTOR

ATTEST:

Office of the City Clerk

Project title: Submittal and Authorization for the Mayor to Sign All Necessary Documents and Agreements with the Washington State Department of Commerce for Award of the Electric Vehicle Charging Program Grant

Council Bill #

Agenda dates requested:

Briefing
Proposed Action
Proposed Action
Consent 12/04/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Grant Award Letter

Department(s) involved:
Parks & Facilities

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: EV Chargers for Everett Public Libraries

Partner/Supplier: WA Department of Commerce

Location: 2702 Hoyt Ave & 9512 Evergreen Way, Everett, WA

Preceding action: None

Fund: Fund 342 (CIP-1)

Fiscal summary statement:

The City has been awarded a Department of Commerce grant through the Washington Electric Vehicle Charging Program (WAEVCP) to install two public charging stations at each Everett Public Library location, a total of four chargers. The grant is a reimbursable grant which will cover 75% of the total project cost up to \$440,000. The estimated total project cost is approximately \$575,000 which would come from City's Capital Improvement Project Fund 342 (CIP-1).

The WAEVCP is funded by the Climate Commitment Act (CCA).

Project summary statement:

Electrifying the transportation system through infrastructure development is a priority in the City's Climate Action Plan. Projects like electric vehicle charging stations provide public access to EV charging, help to reduce the City's carbon footprint, and provide needed infrastructure to support a greener economy. This project would install 2 DC fast charger stations at each library location. These chargers would be typical pay-to-use stations for public use.

Upon execution of this grant, City staff plans to return to council for approval of a plans and systems ordinance to fund construction for the project.

Recommendation (exact action requested of Council):

Authorize the submittal and authorization for the Mayor to sign all necessary documents and agreements with the Washington State Department of Commerce for award of the Washington Electric Vehicle Charging Program Grant.

Award Letter

Washington Electric Vehicle Charging Program

11/19/2024
City of Everett
802 E Mukilteo Blvd
Everett WA 98203

Dear Karen Schraven,

Congratulations! This letter confirms that City of Everett has been selected for a conditional award from the Washington State Electric Vehicle Charging Program (WAVEVCP). Please refer to the attached list of sites approved for a conditional award.

If a site is not listed, it was not funded in this awarding phase. All awards are subject to Commerce's spending authority as authorized by the legislature. Please check the attached list of sites to ensure you want to accept the award for all sites. If you would like to accept a partial award (for example, for only a portion of the awarded sites), please notify your contract manager (listed below) at your earliest convenience.

Commerce requires a counter-signature below by an authorized City of Everett official. City of Everett including its directors, employees and agents, agree to make no public statements regarding this award until the Grant Agreement is executed, unless Commerce provides prior consent. If the awardee wishes to accept funding for only some of the listed sites, please contact your contract manager (listed below) to discuss.

Next steps

1. Please sign the award letter by **5:00 p.m. on Dec. 6, 2024**. If you will be unable to return the letter by this date, please get in touch with your contract manager (listed below) as soon as possible.
2. After your award letter is signed, you will be required to complete a Contracting Intake Form to kick off the contracting process. This form will verify details of your application, such as site control, site location, ports, eligible project costs, and more as outlined in the [program application manual](#). Any inconsistencies found during verification that affect fund eligibility may result in a change to the award amount. Contracts will be processed in the order that completed pre-contract information is received.
3. A link to a prerecorded webinar will be sent to you that goes over the above mentioned documents, and how to complete them. We will also include an instructional document to provide guidance on completing your forms and next steps to begin the contracting process.

Please remember all funding is on a reimbursement basis and no costs chargeable to the award may be incurred before executing a contract.

Tatum Holstine will be your contract manager. Please do not hesitate to contact them at EVCharging@commerce.wa.gov for assistance.

We look forward to partnering with you on your project!

Sincerely,

Steven Hershkowitz, Managing Director

Date

Awardee acceptance

Accepted on behalf of City of Everett

Cassie Franklin, Awardee Representative

Date

Tim Benedict, Awardee Representative

Date

Marista Jorve, Awardee Representative

Date

Lead Applicant	Site	City	County	Site Type	L2 Ports	DCFC Ports	L2 Funding	DCFC Funding	Total Award
CITY OF EVERETT	SITE #1	EVERETT	Snohomish	Public	0	2	\$ -	\$ 221,000.00	\$ 221,000.00
CITY OF EVERETT	SITE #2	EVERETT	Snohomish	Public	0	2	\$ -	\$ 223,000.00	\$ 223,000.00



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Everett Smelter Drainage" Fund 336, Program 028, as established by Ordinance No. 3872-22.

Council Bill # *interoffice use*

CB 2411-33

Agenda dates requested:

1 st Reading	11/20/24
Proposed action	12/04/24
Consent	
Action	12/11/24
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:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Everett Smelter Drainage

Partner/Supplier: WA State Department of Ecology

Location: Riverside Road

Preceding action: [Ordinance No. 3872-22, approved 4/20/22](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3872-22 appropriated \$1,325,000 to Fund 336, Program 028 for the project, which the source of funds included \$1,055,000 in an Ecology grant, and \$270,000 in local funds. Reimbursement revenues received from Ecology include a 44.22% indirect rate on labor costs.

Additional Ecology grant funds totaling \$333,631 were received subsequent to this appropriation, resulting in source of funds totaling \$1,658,631. This ordinance authorizes the use of the additional funds received.

The project was completed with labor, design, and construction costs of \$1,389,139, and a balance transfer to Fund 401 – Water and Sewer Utility in the amount of \$269,492 for total costs of \$1,658,631.

Project summary statement:

The Department of Ecology's Asarco Smelter Cleanup site is located in the Riverside area of the City. To prevent the intrusion of contaminated ground water into City and privately-owned drainage pipes, which would then flow directly into the Snohomish River, this project completed a repair and lined the existing drainage pipes using Cured-In-Place Pipe (CIPP).

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Everett Smelter Drainage" Fund 336, Program 028, as established by Ordinance No. 3872-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Everett Smelter Drainage” Fund 336, Program 028, as established by Ordinance No. 3872-22.

WHEREAS,

- A.** The special improvement project entitled “Everett Smelter Drainage” Fund 336, Program 028, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Everett Smelter Drainage Fund 336, Program 028, as established by Ordinance No. 3872-22 be closed.

Section 2. The final expenses and revenues for the “Everett Smelter Drainage” Fund 336, Program 028 are as follows:

A. Expense

Labor, Design, and Construction	\$1,389,139
Remaining Balance Transfer to Fund 401	<u>269,492</u>
Total Expenses	\$1,658,631

B. Source of Funds

WA State Department of Ecology	\$1,388,631
Fund 401 – Water/Sewer Utility Fund	<u>270,000</u>
Total Funds	\$ 1,658,631

Section 3. There are no financial transactions remaining.

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Grand Avenue Park Pedestrian Bridge" Fund 303, Program 103, as established by Ordinance No. 3696-19.

Council Bill # *interoffice use*

CB 2411-34

Agenda dates requested:

1st Reading 11/20/24

Proposed action 12/04/24

Consent

Action 12/11/24

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:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Grand Avenue Park Pedestrian Bridge

Partner/Supplier: Washington State Department of Transportation (WSDOT), Port of Everett

Location: Grand Avenue Park

Preceding action: Ordinance No. [3413-14](#), approved 11/26/14
[Ordinance No. 3556-17](#), approved 7/26/17
[Ordinance No. 3696-19](#), approved 9/11/19

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3696-19 appropriated \$5,856,000 to Fund 303, Program 103 for this project, which the source of funds included \$2,519,000 in a federal grant, \$300,000 from the Port of Everett, and \$3,040,000 in local funds.

Additional federal grant funds totaling \$1,124,000 were received subsequent to this appropriation, resulting in source of funds totaling \$6,980,000. This ordinance authorizes the use of the additional funds received.

The project was completed with design and construction costs of \$7,082,532.

To cover the final cost, this ordinance also authorizes an additional appropriation of \$102,532 from Fund 157 – Traffic Mitigation.

Project summary statement:

This project provided design and construction of a pedestrian bridge between Grand Avenue Park and the Port of Everett waterfront property. This bridge is part of both the City Shoreline Public Access Plan and the 1989 Everett Harborfront Public Access Plan adopted by the City and the Port of Everett.

The construction portion of this project was funded with Federal grant funds and a public access contribution from the Port of Everett.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Grand Avenue Park Pedestrian Bridge" Fund 303, Program 103, as established by Ordinance No. 3696-19.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, as established by Ordinance No. 3696-19.

WHEREAS,

- A.** The special improvement project entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103, as established by Ordinance No. 3696-19 be closed.

Section 2. The final expenses and revenues for the “Grand Avenue Park Pedestrian Bridge” Fund 303, Program 103 are as follows:

A. Expense	
Design and Construction	<u>\$7,082,532</u>
Total Expenses	\$7,082,532
B. Source of Funds	
Federal Grant	\$3,640,000
Port of Everett	300,000
Fund 154 – CIP 3	1,070,000
Fund 157 – Traffic Mitigation	<u>2,072,532</u>
Total Funds	\$7,082,532

Section 3. There are no financial transactions remaining.

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Port Gardner Bay Outfalls Water Quality Treatment Retrofit" Fund 336, Program 019, as established by Ordinance No. 3807-21.

Council Bill # *interoffice use*

CB 2411-35

Agenda dates requested:

1st Reading 11/20/24

Proposed action 12/04/24

Consent

Action 12/11/24

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:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Port Gardner Bay Outfalls Water Quality Treatment Retrofit

Partner/Supplier: WA State Department of Ecology

Location: Citywide

Preceding action: [Ordinance No. 3807-21, approved 5/26/21](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3807-21 appropriated \$1,400,000 to Fund 336, Program 019 for this project, which the source of funds included \$837,773 in an Ecology grant, and \$562,227 in local funds.

Additional grant funds totaling \$79,753 were received subsequent to this appropriation, resulting in source of funds totaling \$1,479,753. This ordinance authorizes the use of the additional funds received.

The project was completed with design and construction costs of \$1,729,538.

To cover the final cost, this ordinance also authorizes an additional appropriation of \$249,785 from Fund 401 – Water and Sewer Utility.

Project summary statement:

This project provided design and installation of five Modular Wetland units to treat stormwater runoff along West Marine View Drive prior to being discharged to Port Gardner Bay. The project treated flows going to the following outfalls: Puget Sound Outfall 2, Puget Sound Outfall 3, Puget Sound Outfall 5, Maulsby Outfall, and the Bay Wood Outfall.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Port Gardner Bay Outfalls Water Quality Treatment Retrofit" Fund 336, Program 019, as established by Ordinance No. 3807-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, as established by Ordinance No. 3807-21.

WHEREAS,

- A.** The special improvement project entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019, as established by Ordinance No. 3807-21 be closed.

Section 2. The final expenses and revenues for the “Port Gardner Bay Outfalls Water Quality Treatment Retrofit” Fund 336, Program 019 are as follows:

A. Expense	
Design and Construction	<u>\$1,729,538</u>
Total Expenses	\$1,729,538
B. Source of Funds	
WA State Department of Ecology	\$ 917,526
Fund 401 – Water/Sewer Utility Fund	<u>812,012</u>
Total Funds	\$1,729,538

Section 3. There are no financial transactions remaining.

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "WFP Portal 4 Improvements" Fund 336, Program 018, as established by Ordinance No. 3894-22.

Council Bill # *interoffice use*

CB 2411-36

Agenda dates requested:

1 st Reading	11/20/24
Proposed action	12/04/24
Consent	
Action	12/11/24
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:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: WFP Portal 4 Improvements

Partner/Supplier:

Location: Water Filter Plant (WFP)

Preceding action: [Ordinance No. 3800-21, approved on 4/14/21](#)
[Ordinance No. 3864-22, approved on 3/2/22](#)
[Ordinance No. 3894-22, approved 8/17/22](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3894-22 appropriated \$7,400,000 in local funds to Fund 336, Program 018 for the project.

This project for design and construction was completed under budget at a cost of \$4,042,288.

Project summary statement:

Portal 4 is a critical piece of potable water infrastructure that serves as the control structure and beginning of water transmission lines 2, 3, and 4. The Portal 4 structure and equipment within it was damaged by years of exposure to chlorine gas.

This project completed repairs and refurbishments of the Portal 4 structure, replacement of electronic and mechanical equipment within the structure, upgrades to electrical and control systems serving the portal, and installation of new valves and valve actuators.

The improvements extended the useful life of the Portal 4 structure, improved Portal 4 operations, and improved the operational capabilities of the transmission lines.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "WFP Portal 4 Improvements" Fund 336, Program 018, as established by Ordinance No. 3894-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “WFP Portal 4 Improvements” Fund 336, Program 019, as established by Ordinance No. 3894-22.

WHEREAS,

- A.** The special improvement project entitled “WFP Portal 4 Improvements” Fund 336, Program 019, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “WFP Portal 4 Improvements” Fund 336, Program 019, as established by Ordinance No. 3894-22 be closed.

Section 2. The final expenses and revenues for the “WFP Portal 4 Improvements” Fund 336, Program 019 are as follows:

A. Expense	
Design and Construction	<u>\$4,042,288</u>
Total Expenses	\$4,042,288
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$4,042,288</u>
Total Funds	\$4,042,288

Section 3. There are no financial transactions remaining.

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "WPCF Bar Screens Upgrades" Fund 336, Program 027, as established by Ordinance No. 3947-23.

Council Bill # *interoffice use*

CB 2411-37

Agenda dates requested:

1 st Reading	11/20/24
Proposed action	12/04/24
Consent	
Action	12/11/24
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:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: WPCF Bar Screens Upgrades

Partner/Supplier:

Location: Water Pollution Control Facility (WPCF)

Preceding action: [Ordinance No. 3824-21, approved on 10/6/21](#)
[Ordinance No. 3947-23, approved on 4/12/23](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 3947-23 appropriated \$3,200,000 in local funds to Fund 336, Program 027 for the project.

This project for design and construction was completed at a cost of \$2,438,369, and a balance transfer to Fund 401 – Water and Sewer Utility in the amount of \$61,631 for total costs of \$2,500,000.

Project summary statement:

At the Water Pollution Control Facility (WPCF), the flow to the trickling filters is a combination of primary clarifier effluent and aerobic lagoon effluent from Aeration Cell 1.

During the review of the WPCF for the 2020 Facilities Plan assessments, the TF/SC bypass structure and trickling filter Influent bar screens were found to be in poor condition and lacking isolation controls. Replacement and improvements were needed to ensure reliable WPCF operations and flow control.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "WPCF Bar Screens Upgrades" Fund 336, Program 027, as established by Ordinance No. 3947-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, as established by Ordinance No. 3947-23.

WHEREAS,

- A.** The special improvement project entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “WPCF Bar Screens Upgrades” Fund 336, Program 027, as established by Ordinance No. 3947-23 be closed.

Section 2. The final expenses and revenues for the “WPCF Bar Screens Upgrades” Fund 336, Program 027 are as follows:

A. Expense	
Design and Construction	\$2,438,369
Remaining Balance Transfer to Fund 401	<u>61,631</u>
Total Expenses	\$2,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$2,500,000</u>
Total Funds	\$2,500,000

Section 3. There are no financial transactions remaining.

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Adopt an Ordinance creating a Special Improvement Project entitled "2025 Federal Overlay" Fund 303, Program 131.

Council Bill # *interoffice use*

CB 2411-38

Agenda dates requested:

1st Reading 11/20/24

Proposed action 12/04/24

Consent

Action 12/11/24

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

Project: 2025 Federal Overlay

Partner/Supplier: Washington State Department of Transportation (WSDOT)

Location: Broadway Avenue - California St. to 18th St.
W. Mukilteo Boulevard - Glenwood Ave. to Dogwood Dr.

Preceding action: None

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The funding source for this project will be \$696,480 and \$1,079,000, for a total of \$1,775,480, in awarded federal STBG and NHPP grant funding from WSDOT, and \$2,050,000 in local match funds from Fund 119 - Street Improvements Fund. The total programmed available funding for this project is \$3,825,480.

Project summary statement:

This project will overlay the principal arterial of Broadway Avenue from California Street to 18th Street, and W. Mukilteo Boulevard from Glenwood Avenue to Dogwood Avenue.

The roadway pavement is nearing the end of its expected life and needs resurfacing to prevent further roadway deterioration and ensure the safety and functionality of roadways.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "2025 Federal Overlay" Fund 303, Program 131.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “2025 Federal Overlay” Fund 303, Program 131, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned street preservation program.
- B.** The City of Everett has identified the need and obtained funds to construct certain preservation improvements to federal arterial street segments.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 131, entitled “2025 Federal Overlay” 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 \$3,825,480 is hereby appropriated to Fund 303, Program 131, “2025 Federal Overlay” as follows:

A. Estimated Project Costs	\$3,825,480
B. Source of Funds	
Federal Grant – NHPP	\$1,079,000
Federal Grant – STBG	696,480
Fund 119 – Street Improvements	2,050,000
Total Funds	<u>\$3,825,480</u>

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4046-24.

Council Bill # *interoffice use*

CB 2411-39

Agenda dates requested:

Briefing 11/20/2024

2nd Reading 12/04/2024

Consent

3rd Reading 12/11/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2024 Budget Amendment #3

Partner/Supplier: NA

Location: NA

Preceding action: Ordinance 4046-24

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2024 Operating Budget, increasing General Government budgeted expenditures by \$650,448 and increasing Non-General Government budgeted expenditures by \$13,112,716, for a total of \$13,763,164.

Project summary statement:

This budget amendment revises the 2024 budget to appropriate funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4046-24.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 4046-24.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4046-24 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2024 Budget with a total increased expenditure appropriation of \$13,763,164:

	Beginning Fund balance and 2024 Revenues	Expenditures	Ending Fund Balance
2024 Amended Budget	\$ 779,452,577	\$ 512,103,292	\$ 267,349,285
Budget Amendment #3	10,160,515	13,763,164	(3,602,649)
2024 Amended Budget	\$ 789,613,092	\$ 525,866,456	\$ 263,746,636

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-25	Non-Departmental	Amend - Demolition and Abatement	009A		20,000	(20,000)

This amendment adds \$20,000 for demolition and abatement expenditures. The City's Code Compliance division is requesting additional funding to cover increased costs associated with the graffiti abatement program and removal of property-related public health and safety nuisances.

Increase M&O expenditures - Non-Departmental	009	5000038410	20,000	
Decrease ending fund balance - Non-Departmental	009	5980000490		20,000

	Department		Code	Rev	Exp	FB
GGA-26	Engineering	Amend - Traffic Signals and Guardrail Repairs	024A		360,000	
GGA-26	Non-Departmental	Amend - Traffic Signals and Guardrail Repairs	009A			(360,000)

The Engineering and Public Services department is responsible for ensuring the safety of roads within the City and must make necessary repairs to traffic signals and guardrail infrastructure when damaged. These costs are difficult to predict and is contingent on the significance and frequency of accidents. Throughout 2024, the department has made several repairs due to accidents. Repairs include the traffic signal on 16th Street and Broadway, which required an emergency declaration contract and backlogged guardrail repairs. In many of these incidents, the department is unable to seek insurance recoveries and incurs the full cost of repairs. This amendment increases the department's maintenance and operations (M&O) budget to cover the cost associated with the repairs.

Increase M&O expenditures - Engineering and Public Services	024	5115021431480	250,000	
Increase M&O expenditures - Engineering and Public Services	024	5115021432310	45,418	
Increase M&O expenditures - Engineering and Public Services	024	5115021432480	64,582	
Decrease ending fund balance - Non-Departmental	009	5980000490		360,000

	Department		Code	Rev	Exp	FB
GGA-27	Emergency Management	Amend - Emergency Management CERT/SERVE Grant	030A		3,000	
GGA-27	General Fund	Amend - Emergency Management CERT/SERVE Grant	002A	3,000		

The Emergency Management department was awarded a \$3,000 grant from Serve Washington. The grant will fund Community Emergency Response Team (CERT) supplies that will be used for CERT classes and public education. This amendment increases the Emergency Management's maintenance and operations (M&O) budget by \$3,000 to pay for grant-funded expenditures.

Increase M&O expenditures - Emergency Management	030	5600000310	3,000	
Increase grant revenue - General Fund	002	3340690030		3,000

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	Department		Code	Rev	Exp	FB
GGA-28	Emergency Management	Amend - Department of Ecology Grant	030A		49,000	
GGA-28	General Fund	Amend - Department of Ecology Grant	002A	49,000		

The Emergency Management department was awarded \$49,000 from the Washington State Department of Ecology's Spill Prevention, Preparedness, and Response Equipment grant program. Grant funds will be used to purchase a conex box to store equipment, a non-absorbent oil containment boom and accessories to increase the City's ability to respond quickly to a spill, and training costs associated with oil boom deployment. This amendment increases Emergency Management's maintenance and operations (M&O) budget by \$49,000 to pay for these grant-funded expenditures.

Increase M&O expenditures - Emergency Management	030	5600000310	15,600	
Increase M&O expenditures - Emergency Management	030	5600000350	25,400	
Increase M&O expenditures - Emergency Management	030	5600000410	8,000	
Increase grant revenue - General Fund	002	3340310311		49,000

	Department		Code	Rev	Exp	FB
GGA-29	Police	Amend - On Patrol Television Program	031A		22,100	
GGA-29	General Fund	Amend - On Patrol Television Program	002A	22,100		

The Everett Police department contracted with a production company for the "On Patrol: Live" television program. The contract allows for the production company to pay the department an all-inclusive license fee of \$1,700 for overtime expenses each week the department is featured on the show. The production company has paid a total of \$22,100 for all episodes featured through September 2024. This amendment increases the Police department's labor budget by \$22,100 which is funded fully by license fee revenues.

Increase labor expenditures - Police	031	5210000120	22,100	
Increase license fee revenues - General Fund	002	3229000010		22,100

	Department		Code	Rev	Exp	FB
GGA-30	Fire	Amend - Reimbursed Training and Services	032A		30,798	
GGA-30	General Fund	Amend - Reimbursed Training and Services	002A	30,798		

This amendment increases the Fire department's expenditure budget by \$30,798 for the costs associated with (1) participating in training hosted by the Seattle Fire Department and (2) a hazardous material incident at the Port of Everett. The governmental agencies will reimburse the City for these costs.

Increase labor expenditures - Fire	032	5200000120	19,068	
Increase M&O expenditures - Fire	032	5600000480	11,730	
Increase intergovernment revenues - General Fund	002	3422000000		30,798

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	Department		Code	Rev	Exp	FB
GGA-31	Fire	Amend - Fire Vehicle Repairs and Maintenance	032A		62,023	
GGA-31	General Fund	Amend - Fire Vehicle Repairs and Maintenance	002A	7,660		
GGA-31	Non-Departmental	Amend - Fire Vehicle Repairs and Maintenance	009A			(54,363)

This amendment increases the Fire department's maintenance and operations (M&O) budget by \$62,023 due to unanticipated vehicle repairs resulting from collisions. A portion of the cost will be reimbursed through insurance recoveries.

Increase M&O expenditures - Fire	032	5600000480	62,023	
Increase insurance recoveries - General Fund	002	3989500032		7,660
Decrease ending fund balance - Non-Departmental	009	5980000490		54,363

	Department		Code	Rev	Exp	FB
GGA-32	Fire	Amend - Wildland Fire Assistance	032A		135,000	
GGA-32	General Fund	Amend - Wildland Fire Assistance	002A	135,000		

This amendment increases the Fire department's overtime budget by \$135,000 for providing wildland fire assistance across the state. The City will be reimbursed by state and federal agencies for costs associated with the deployment.

Increase labor expenditures - Fire	032	5200000120	135,000	
Increase intergovernmental revenues - General Fund	002	3422132000		135,000

	Department		Code	Rev	Exp	FB
GGA-33	Fire	Amend - Cost Associated with Staff Turnover	032A		231,406	
GGA-33	Non-Departmental	Amend - Cost Associated with Staff Turnover	009A			(231,406)

This amendment increases the Fire department's maintenance and operations (M&O) budget by \$231,406 for costs associated with staff turnover. The department experienced 20 retirements this year, resulting in the need to hire and train almost twice the amount of personnel than anticipated. This request will cover the excess costs associated with hiring, including background checks, job postings and training.

Increase M&O expenditures - Fire	032	5101500410	34,280	
Increase M&O expenditures - Fire	032	5457500445	193,376	
Increase M&O expenditures - Fire	032	5101500494	3,750	
Decrease ending fund balance - Non-Departmental	009	5980000490		231,406

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	Department		Code	Rev	Exp	FB
GGA-34	Library	Amend - Historic Preservation Grant	110A	4,700	4,700	

The Library was awarded \$4,700 from Snohomish County's Historic Preservation grant program. Funds will be used to digitize the collection of local architect, Harold Hall. This amendment increases Library's maintenance and operations (M&O) budget by \$4,700 to pay for grant-funded expenditures.

Increase M&O expenditures - Library	110	5240000310	4,700	
Increase grant revenues - Library	110	3370700110		4,700

	Department		Code	Rev	Exp	FB
GGA-35	IT	Amend - Interfund Labor Reimbursements	015A		36,102	
GGA-35	Non-Departmental	Amend - Interfund Labor Reimbursements	009A			(36,102)
GGA-35	Parks and Community Services	Amend - Interfund Labor Reimbursements	101A	47,214	47,214	

This amendment increases:
Information Technology's budget by \$36,102 to reimburse Water and Sewer Utility Fund 401 for staff time spent working on citywide cybersecurity initiatives
- Parks and Community Services budget by \$47,214 to assist Everett Transit Fund 425 with custodial activities and capital projects due to short staffing

Decrease ending fund balance - Non-Departmental	009	5980000490		36,102
Increase transfers out from Information Technology to Water & Sewer Utility Fund 401	015	5400000550	36,102	
Increase labor expenditures - Parks and Community Services	101	5203000000120	47,214	
Increase interfund revenues - Parks and Community Services	101	36900000010		47,214

	Department		Code	Rev	Exp	FB
GGA-36	Parks and Community Services	Amend - Jetty Island Ferry Service	101A	135,062	135,062	

This amendment increases the Parks and Community Services Fund's budget for the Jetty Island Days program and ferry services. The City obtained lodging tax revenues from both the City of Everett and Snohomish County and entered into a partnership with the Port of Everett to cover most expenditures. The cumulative amount acquired is \$135,062.

Increase intergovernmental revenues - Parks and Community Services	101	3370080103		110,062
Increase transfers in from Lodging Tax Fund 138 to Parks and Community Services	101	3970000138		25,000
Increase M&O expenditure - Parks and Community Services	101	5403000000410	110,062	
Increase M&O expenditure - Parks and Community Services	101	5403000000494	25,000	

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	Department		Code	Rev	Exp	FB
GGA-37	Police	Amend - New SBITA Contracts	031A		592,550	
GGA-37	General Fund	Amend - New SBITA Contracts	002A	592,550		

This amendment accounts for new subscription-based information technology arrangements (SBITA) as required by Governmental Accounting Standards Board (GASB) Statement No. 96. This amendment provides the budget authority to meet governmental accounting reporting requirements.

Increase M&O expenditures - Police	031	5400005661	592,550	
Increase other financing sources revenues - General Fund	002	3917000001		592,550

	Department		Code	Rev	Exp	FB
GGA-38	Legal	Amend - Separation Payouts	003A		6,745	
GGA-38	HR	Amend - Separation Payouts	007A		31,902	
GGA-38	Finance	Amend - Separation Payouts	010A		52,045	
GGA-38	IT	Amend - Separation Payouts	015A		48,071	
GGA-38	Police	Amend - Separation Payouts	031A		326,166	
GGA-38	Facilities	Amend - Separation Payouts	038A		221,238	
GGA-38	Non-Departmental	Amend - Separation Payouts	009A			(909,392)
GGA-38	General Fund	Amend - Separation Payouts	002A	(223,225)		
GGA-38	Parks & Community Svcs	Amend - Separation Payouts	101A	142,334	142,334	
GGA-38	Library	Amend - Separation Payouts	110A	80,891	80,891	

City Council approved a Voluntary Separation Incentive Program (VSIP) as a step towards alleviating some of the General Government budget strain with voluntary attrition. This amendment increases departments' labor expenditure budgets for the separation payouts costs associated with the VSIP, layoffs, and retirements. The savings associated with the payouts are reflected in the upcoming years' budgets. The estimated net savings from the Voluntary Separation Incentive Program is \$1,350,000.

Increase labor expenditures - Legal	003	Multiple	6,745	
Increase labor expenditures - HR	007	Multiple	31,902	
Increase labor expenditures - Finance	010	Multiple	52,045	
Increase labor expenditures - IT	015	Multiple	48,071	
Increase labor expenditures - Police	031	Multiple	326,166	
Increase labor expenditures - Facilities	038	Multiple	221,238	
Decrease ending fund balance - Non-Departmental	009	5980000490		686,167
Increase labor expenditures - Park	101	Multiple	142,334	
Increase labor expenditures - Library	110	Multiple	80,891	
Increase property tax distribution - Parks & Community Services	101	3111010010		142,334
Increase property tax distribution - Library	110	3111010000		80,891
Decrease property tax distribution - General Fund	002	3111002000	223,225	
Decrease ending fund balance - Non-Departmental	009	5980000490		223,225

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-39	General Fund	Amend - Revenue impact/Vacancy savings	002A	(2,020,000)		
GGA-39	HR	Amend - Revenue impact/Vacancy savings	007A		(10,000)	
GGA-39	Finance	Amend - Revenue impact/Vacancy savings	010A		(110,000)	
GGA-39	IT	Amend - Revenue impact/Vacancy savings	015A		(180,000)	
GGA-39	Police	Amend - Revenue impact/Vacancy savings	031A		(1,650,000)	
GGA-39	Facilities	Amend - Revenue impact/Vacancy savings	038A		(70,000)	
GGA-39	Parks & Community Svcs	Amend - Revenue impact/Vacancy savings	101A	(120,000)	(120,000)	
GGA-39	Library	Amend - Revenue impact/Vacancy savings	110A	(110,000)	(110,000)	

The 2024 labor strike within the aerospace industry has a significant and negative effect on City resources. This amendment proposes to utilize departments' additional vacancy savings to address the labor strike's effect on the City's business and occupation and sales tax revenues.

Decrease B&O tax revenue - General Fund	002	3161000000	2,000,000	
Decrease sales tax revenue - General Fund	002	3131001000	250,000	
Decrease labor expenditures - HR	007	Multiple		10,000
Decrease labor expenditures - Finance	010	Multiple		110,000
Decrease labor expenditures - IT	015	Multiple		180,000
Decrease labor expenditures - Police	031	Multiple		1,650,000
Decrease labor expenditures - Facilities	038	Multiple		70,000
Decrease labor expenditures - Park	101	Multiple		120,000
Decrease labor expenditures - Library	110	Multiple		110,000
Decrease property tax distribution - Parks & Community Services	101	3111010010	120,000	
Decrease property tax distribution - Library	110	3111010000	110,000	
Increase property tax distribution - General Fund	002	3111002000		230,000

	Department		Code	Rev	Exp	FB
GGA-40	General Fund	Amend - Reallocation of ARPA Funds	002A	262,101		
GGA-40	Non-Departmental	Amend - Reallocation of ARPA Funds	009A			262,101

This amendment reallocates \$262,101 in unspent American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) grant proceeds and interest earnings to the General Fund for reimbursement of 2024 Police and Fire Department labor costs.

Increase transfers in - General Fund from General Govt Special Projects	002	3970000155		262,101
Increase ending fund balance - General Fund	009	5980000490	262,101	

	Department		Code	Rev	Exp	FB
GGA-41	Non-Departmental	Amend - Transfer to COVID Relief Program	009A		262,101	(262,101)

Per GGA-40, American Rescue Plan Act (ARPA) State and Local Fiscal Recovery (SLFRF) will reimburse the General Fund for 2024 Police and Fire department labor costs in the amount of \$262,101. This action also creates capacity in the General Fund to increase resources in the locally-funded COVID Recovery Program in General Government Special Projects Fund 155 by the same amount. This amendment will create the budget authority to move funding from the General Fund to Fund 155 - COVID Recovery Program.

Increase transfers out - General Fund to General Govt Special Projects	009	5000155550	262,101	
Decrease ending fund balance - General Fund	009	5980000490		262,101

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-23	CIP-1	Amend - CIP-1 General Government Capital Projects	162A		310,000	(310,000)
<div> <p>This amendment proposes to increase the CIP 1 expenditure budget for the following project:</p> <ul style="list-style-type: none"> - \$310,000 Municipal Court Security Camera Upgrades as approved by Ordinance 4040-24 </div>						
Decrease ending fund balance - CIP 1			162	5500999490		310,000
Increase transfers out - CIP 1			162	5500000550	310,000	

	Department		Code	Rev	Exp	FB
NGA-24	Vehicle and Equipment Repl.	Amend - Vehicle and Equipment	126A		259,450	(259,450)
<div> <p>This amendment proposes to increase the Motor Vehicle and Equipment Replacement Reserve Fund 126 expenditure budget for the following vehicle and equipment replacements and projects:</p> <ul style="list-style-type: none"> - Streets Vehicle #J0190 was initially ordered in March 2022. However, due to a lack of delivery, the replacement order and upfit was completed in 2024. - Electric vehicle charging station at Forest Park Phase 2 </div>						
Decrease ending fund balance - Vehicle Equipment and Replacement Reserve			126	5980000490		259,450
Increase M&O expenditures - Vehicle Equipment and Replacement Reserve			126	5200120640	195,000	
Increase M&O expenditures - Vehicle Equipment and Replacement Reserve			126	5300000640	64,450	

	Department		Code	Rev	Exp	FB
NGA-25	EMS	Amend - EMS Medical Equipment	153A		186,631	(186,631)
<div> <p>This amendment proposes to increase the Emergency Medical Service Fund 153 expenditure budget to replace medical equipment that has exceeded its useful life, including a new Medical Services Officers vehicle, a training mannequin, new laryngoscopes and ventilators.</p> </div>						
Decrease ending fund balance - EMS			153	5990000490		186,631
Increase M&O expenditures - EMS			153	5400000640	186,631	

	Department		Code	Rev	Exp	FB
NGA-26	EMS	Amend - EMS Paramedic Training	153A		41,666	(41,666)
<div> <p>The Fire Department anticipated and budgeted to promote three employees and send them to Paramedic training school in 2024. However, due to a higher-than-expected number of retirements, the department sent four additional employees. This amendment will cover the excess training costs.</p> </div>						
Decrease ending fund balance - EMS			153	5990000490		41,666
Increase M&O expenditures - EMS			153	5404500445	13,834	
Increase M&O expenditures - EMS			153	5404500450	27,832	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-27	Criminal Justice	Amend - Mental Health and Wellness grant	156A	187,204	187,204	

In October 2024, the Police department was awarded \$187,204 from the Department of Justice COPS FY24 Law Enforcement Mental Health and Wellness grant. These funds are dedicated to providing additional mental health and wellness programs for departmental staff. Additionally, funds will be used for travel expenses for two Police department staff members to attend trainings over the next year for the furtherment of the program.

Increase grant revenue - Criminal Justice	156	3311610119		187,204
Increase M&O expenditures - Criminal Justice	156	5119000310	6,364	
Increase M&O expenditures - Criminal Justice	156	5119000410	173,200	
Increase M&O expenditures - Criminal Justice	156	5119000442	7,640	

	Department		Code	Rev	Exp	FB
NGA-28	Criminal Justice	Amend - Port Security Grant Program	156A	45,289	45,289	

In September 2024, the Police department was awarded \$45,289 from the Federal Emergency Management Agency's (FEMA) FY24 Port Security Grant Program. These funds are dedicated to replace aging electronic equipment aboard our Marine 1 emergency response vessel.

Increase grant revenue - Criminal Justice	156	3319700076		45,289
Increase M&O expenditures - Criminal Justice	156	5760000350	45,289	

	Department		Code	Rev	Exp	FB
NGA-29	GenGov Special Projects	Amend - Association of Washington Cities Grant	155A	56,000	56,000	

The City was awarded \$56,000 from the Association of Washington Cities (AWC) Alternative Response Team Grant (ARTG) Program. Grant funds will support salaries and wages for the Community Support Supervisor. The period of performance for the grant is from 7/1/24 - 6/30/25. Expenses against the grant are limited to labor costs.

Increase grant revenue - General Government Special Projects	155	3370020355		56,000
Increase transfers out - General Government Special Projects	155	5355000550	56,000	

	Department		Code	Rev	Exp	FB
NGA-30	GenGov Special Projects	Amend - Emergency Mobile Opioid Team in Everett	155A		309,360	(309,360)

In July 2024, Council approved the contract with Conquer Addiction, PLLC for the Emergency Mobile Opioid Team in Everett (EMOTE) program. The scope of work includes providing mobile medicine, counseling, and peer support to unsheltered Everett residents using opioids and synthetic narcotics. The contract's period of performance is 5/1/2024 - 12/31/2024.

Decrease ending fund balance - General Government Special Projects	155	5980390999		309,360
Increase M&O expenditures - General Government Special Projects	155	5390000410	309,360	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-31	GenGov Special Projects	Amend - WA HCA Grant	155A	250,000	250,000	

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program. This program is a component of the Emergency Mobile Opioid Team in Everett (EMOTE) program referenced in NGA-30. The grant funds will support a portion of labor cost for the Program Manager (\$50,000) and establish a subrecipient relationship with a community partner for the delivery of services to reduce health disparities and to improve health outcomes among the unhoused population (\$450,000). The period of performance for the grant is 7/1/24 - 6/30/25. Funds will be spent in 2024 and 2025 - \$250,000 each year.

Increase grant revenue - General Government Special Projects	155	3340690420		250,000
Increase transfers out - General Government Special Projects	155	5420000550	25,000	
Increase M&O expenditures - General Government Special Projects	155	5420000410	225,000	

	Department		Code	Rev	Exp	FB
NGA-32	GenGov Special Projects	Amend - Snohomish County Interlocal Agreement	155A	2,900,000	2,900,000	

The City accepted a \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement from Snohomish County. The purpose of this Agreement is to establish a housing facility within the City of Everett to provide short term dwelling for persons who are unhoused, along with coordination and access to substance use and mental health treatment and services. The City will act as a pass-through of funds and provide a forgivable loan of \$2,900,000 in 2024 and a grant of \$1,100,000 in 2025 to the Everett Gospel Mission. The period of performance for the agreement is from 10/24/24 - 12/31/26.

Increase revenue - General Government Special Projects	155	3370070410		2,900,000
Increase M&O expenditures - General Government Special Projects	155	5410000410	2,900,000	

	Department		Code	Rev	Exp	FB
NGA-33	GenGov Special Projects	Amend - SAMHSA grant	155A	975,462	975,462	

The City anticipates accepting a \$4,500,000 of grant from the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA) to offset various expenses related to the City's establishment of an alternative response team. Expenses will include labor costs for staff embedded in the Community Development division and grant-related expenses for office/operating supplies, small tools/equipment, professional service contracts for service delivery, travel, and miscellaneous expenses related to operations needed to execute the award. The period of performance for the grant is from 9/30/24 - 10/1/25. Funds will be spent in 2024 and 2025.

Increase revenue - General Government Special Projects	155	3319300400		975,462
Increase transfers out - General Government Special Projects	155	5400000550	340,690	
Increase M&O expenditures - General Government Special Projects	155	5400000310	131,025	
Increase M&O expenditures - General Government Special Projects	155	5400000350	278,000	
Increase M&O expenditures - General Government Special Projects	155	5400000494	176,560	
Increase transfers out - General Government Special Projects	155	5400000550	49,187	

**2024
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Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-34	Criminal Justice	Amend - New SBITA Contracts	156A	1,001,000	1,001,000	

This amendment accounts for new subscription-based information technology arrangements (SBITA) as a result of Governmental Accounting Standards Board (GASB) Statement No. 96. This amendment provides the budget authority to meet governmental accounting reporting requirements.

Increase M&O expenditures - Criminal Justice	156	5300500661	1,001,000	
Increase other financing source revenues - Criminal Justice	156	3917500661		1,001,000

	Department		Code	Rev	Exp	FB
NGA-35	Everett Transit	Amend - Transit Capital Projects and Purchases	425A	5,444,274	6,467,692	(1,023,418)

The 2023 budget for Transit's capital spending was underspent by \$6,467,692. Most of the spending ended up taking place in 2024 but was not budgeted for 2024 at the time of original budget submittal. In addition to the projects that were done in 2024, several refurbished buses were ordered. This budget amendment will acknowledge the capital spending increases from the refurbished buses and the projects from 2023 that were completed in 2024. Most of the cost will be covered by grant funding revenues that were not budgeted for in 2024.

Increase grant revenue - Everett Transit	425	3340311921		856,065
Increase grant revenue - Everett Transit	425	3340000000		4,588,209
Increase M&O expenditures - Everett Transit	425	5135010000640	1,467,438	
Increase M&O expenditures - Everett Transit	425	5135010000650	5,000,254	
Decrease ending fund balance - Everett Transit	425	5999000000490		1,023,418

	Department		Code	Rev	Exp	FB
NGA-36	GenGov Special Projects	Amend - Reallocation of ARPA Funds	155A		122,962	(122,962)

This amendment proposes to reallocate \$262,101 in unspent American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) grant proceeds and interest earnings to the General Fund for reimbursement of 2024 Police and Fire Department labor costs.

Decrease EFG 1 & 2 expenditures - General Government Special Projects	155	Multiple		139,139
Increase transfers out - General Government Special Projects	155	5316116550	262,101	
Decrease ending fund balance - General Government Special Projects	155	5990000310		122,962

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Tally Sheet

Department		Code	Rev	Exp	FB
NGA-37	GenGov Special Projects	Amend - Transfer to COVID Recovery Program	155A	262,101	262,101

This amendment proposes to reallocate \$262,101 from the General Fund to the COVID Recovery Program in General Government Special Projects Fund 155.

Increase Transfers In from the General Fund	155	3970325000		262,101
Increase ending fund balance - General Government Special Projects COVID Relief	155	5990000325		262,101

2024 BUDGET ADJUSTMENTS for Budget Amendment # 3

General Government Amendments			Increase/(Decrease)		
Fund	Description	Revenues	Expenditures	Ending Fund Balance	
GGA-25 Non-Departmental	Amend - Demolition and Abatement	-	20,000	(20,000)	
GGA-26 Engineering	Amend - Traffic Signals and Guardrail Repairs	-	360,000	(360,000)	
GGA-27 Emergency Management	Amend - Emergency Management CERT/SERVE Grant	-	3,000	(3,000)	
GGA-27 General Fund	Amend - Emergency Management CERT/SERVE Grant	3,000	-	3,000	
GGA-28 Emergency Management	Amend - Department of Ecology Grant	-	49,000	(49,000)	
GGA-28 General Fund	Amend - Department of Ecology Grant	49,000	-	49,000	
GGA-29 Police	Amend - On Patrol Television Program	-	22,100	(22,100)	
GGA-29 General Fund	Amend - On Patrol Television Program	22,100	-	22,100	
GGA-30 Fire	Amend - Reimbursed Training and Services	-	30,798	(30,798)	
GGA-30 General Fund	Amend - Reimbursed Training and Services	30,798	-	30,798	
GGA-31 Fire	Amend - Fire Vehicle Repairs and Maintenance	-	62,023	(62,023)	
GGA-31 General Fund	Amend - Fire Vehicle Repairs and Maintenance	7,660	-	7,660	
GGA-32 Fire	Amend - Wildland Fire Assistance	-	135,000	(135,000)	
GGA-32 General Fund	Amend - Wildland Fire Assistance	135,000	-	135,000	
GGA-33 Fire	Amend - Cost Associated with Staff Turnover	-	231,406	(231,406)	
GGA-34 Library	Amend - Historic Preservation Grant	4,700	4,700	-	
GGA-35 IT	Amend - Interfund Labor Reimbursements	-	36,102	(36,102)	
GGA-35 Parks and Community Services	Amend - Interfund Labor Reimbursements	47,214	47,214	-	
GGA-36 Parks and Community Services	Amend - Jetty Island Ferry Service	135,062	135,062	-	
GGA-37 Police	Amend - New SBITA Contracts	-	592,550	(592,550)	
GGA-37 General Fund	Amend - New SBITA Contracts	592,550	-	592,550	
GGA-38 Legal	Amend - Separation Payouts	-	6,745	(6,745)	
GGA-38 HR	Amend - Separation Payouts	-	31,902	(31,902)	
GGA-38 Finance	Amend - Separation Payouts	-	52,045	(52,045)	
GGA-38 IT	Amend - Separation Payouts	-	48,071	(48,071)	
GGA-38 Police	Amend - Separation Payouts	-	326,166	(326,166)	
GGA-38 Facilities	Amend - Separation Payouts	-	221,238	(221,238)	
GGA-38 General Fund	Amend - Separation Payouts	(223,225)	-	(223,225)	
GGA-38 Parks & Community Svcs	Amend - Separation Payouts	142,334	142,334	-	
GGA-38 Library	Amend - Separation Payouts	80,891	80,891	-	
GGA-39 General Fund	Amend - Revenue impact/Vacancy savings	(2,020,000)	-	(2,020,000)	
GGA-39 HR	Amend - Revenue impact/Vacancy savings	-	(10,000)	10,000	
GGA-39 Finance	Amend - Revenue impact/Vacancy savings	-	(110,000)	110,000	
GGA-39 IT	Amend - Revenue impact/Vacancy savings	-	(180,000)	180,000	
GGA-39 Police	Amend - Revenue impact/Vacancy savings	-	(1,650,000)	1,650,000	
GGA-39 Facilities	Amend - Revenue impact/Vacancy savings	-	(70,000)	70,000	
GGA-39 Parks & Community Svcs	Amend - Revenue impact/Vacancy savings	(120,000)	(120,000)	-	
GGA-39 Library	Amend - Revenue impact/Vacancy savings	(110,000)	(110,000)	-	
GGA-40 General Fund	Amend - Reallocation of ARPA Funds	262,101	-	262,101	
GGA-41 Non-Departmental	Amend - Transfer to COVID Relief Program	-	262,101	(262,101)	
Total General Government Amendments		\$ (960,815)	\$ 650,448	\$ (1,611,263)	

Non-General Government Amendments			Increase/(Decrease)		
Fund	Description	Revenues	Expenditures	Ending Fund Balance	
NGA-23 CIP-1	Amend - CIP-1 General Government Capital Projects	-	310,000	(310,000)	
NGA-24 Vehicle and Equipment Repl.	Amend - Vehicle and Equipment	-	259,450	(259,450)	
NGA-25 EMS	Amend - EMS Medical Equipment	-	186,631	(186,631)	
NGA-26 EMS	Amend - EMS Paramedic Training	-	41,666	(41,666)	
NGA-27 Criminal Justice	Amend - Mental Health and Wellness grant	187,204	187,204	-	
NGA-28 Criminal Justice	Amend - Port Security Grant Program	45,289	45,289	-	
NGA-29 GenGov Special Projects	Amend - Association of Washington Cities Grant	56,000	56,000	-	
NGA-30 GenGov Special Projects	Amend - Emergency Mobile Opioid Team in Everett	-	309,360	(309,360)	
NGA-31 GenGov Special Projects	Amend - WA HCA Grant	250,000	250,000	-	
NGA-32 GenGov Special Projects	Amend - Snohomish County Interlocal Agreement	2,900,000	2,900,000	-	
NGA-33 GenGov Special Projects	Amend - SAMHSA grant	975,462	975,462	-	
NGA-34 Criminal Justice	Amend - New SBITA Contracts	1,001,000	1,001,000	-	
NGA-35 Everett Transit	Amend - Transit Capital Projects and Purchases	5,444,274	6,467,692	(1,023,418)	
NGA-36 GenGov Special Projects	Amend - Reallocation of ARPA Funds	-	122,962	(122,962)	
NGA-37 GenGov Special Projects	Amend - Transfer to COVID Recovery Program	262,101	-	262,101	
Total Non-General Government Amendments		\$ 11,121,330	\$ 13,112,716	\$ (1,991,386)	

Total General and Non-General Government Amendments		\$ 10,160,515	\$ 13,763,164	\$ (3,602,649)	
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City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a special improvement project entitled "Fleming St. Bicycle Corridor"
Fund 303, Program 124, as established by Ordinance No. 3858-21.

Council Bill # *interoffice use*

CB 2411-40

Agenda dates requested:

Briefing
1st Reading 12/04/24
Proposed action 12/11/24
Consent
Action 12/18/24
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

Project: Fleming St. Bicycle Corridor

Partner/Supplier: Washington State Department of Transportation (WSDOT)

Location: Fleming Street between Madison and Forest Park

Preceding action: Ordinance No. 3858-21, approved [12/22/21](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3858-21 appropriated \$705,000 to Fund 303, Program 124 for this project, which included \$595,000 in a Federal Congestion Management Air Quality (CMAQ) grant, and \$110,000 in local funds. Only \$432,474 in CMAQ grant funds were received for this project.

The design and construction phase of this project was completed at a cost of \$512,037 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$30,437 for total costs of \$542,474.

Project summary statement:

This project designed and constructed a new boulevard style bicycle corridor, approximately two miles in length between Madison Street and the existing pedestrian and bicycle overpass of Mukilteo Boulevard at Forest Park. Improvements included way-finding signage, warning signs, on-street parking delineation, bicycle and shared lane pavement markings, some curb bulb outs and high visibility crosswalks.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Fleming St. Bicycle Corridor"
Fund 303, Program 124, as established by Ordinance No. 3858-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Fleming St. Bicycle Corridor” Fund 303, Program 124, as established by Ordinance No. 3858-21.

WHEREAS,

- A.** The special improvement project entitled “Fleming St. Bicycle Corridor” Fund 303, Program 124, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Fleming St. Bicycle Corridor” Fund 303, Program 124, as established by Ordinance No. 3858-21 be closed.

Section 2. The final expenses and revenues for the “Fleming St. Bicycle Corridor” Fund 303, Program 124 are as follows:

A. Expense

Design and Construction	\$ 512,037
Remaining Balance Transfer to Fund 119	<u>30,437</u>
Total Expenses	\$ 542,474

B. Source of Funds

Federal Grant - CMAQ	\$432,474
Fund 119 – Street Improvements	<u>110,000</u>
Total Funds	\$542,474

Section 3. There are no financial transactions remaining.

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Adopt an Ordinance appropriating the budget for the City of Everett for the year 2025 in the amount of \$944,422,185.

Council Bill # *interoffice use*

CB 2410-30

Agenda dates requested:

Briefing, Public Hearing,
1st Reading 11/06/24
Briefing, Public Hearing,
2nd Reading 11/13/24
Briefing, Public Hearing,
3rd Reading 11/20/24
Action 12/04/24
Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2025 Original Budget

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: All operating funds

Fiscal summary statement:

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues	\$944,422,185
Appropriations and Transfers	\$644,124,861
Ending Fund Balances	<u>\$300,297,324</u>
Total	\$944,422,185

Project summary statement:

The attached Ordinance establishes the City of Everett's 2025 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually.

Recommendation (exact action requested of Council):

Adopt an Ordinance appropriating the budget for the City of Everett for the year 2025 in the amount of \$944,422,185.



ORDINANCE NO. _____

An ORDINANCE adopting the 2025 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2025 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2025 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$944,422,185 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 187,583,029	\$ 153,783,029	\$ 33,800,000
101	Parks & Community Services	7,233,414	7,233,414	-
110	Library	5,067,639	5,067,639	-
112	Municipal Arts	688,624	688,624	-
114	Conference Center	396,993	396,993	-
119	Street Improvement	3,085,342	3,085,342	-
120	Streets	3,410,300	3,410,300	-
126	Motor Vehicle & Equipment Replacement Reserve	5,260,058	1,920,000	3,340,058
130	Development & Construction Permit Fees	8,958,026	6,801,809	2,156,217
138	Lodging Tax	1,714,305	1,214,305	500,000
145	Cumulative Reserve for Real Property Acquisition	2,115,211	577,187	1,538,024
146	Property Management	6,064,164	2,485,732	3,578,432
148	Cumulative Reserve for Parks	4,022,967	123,000	3,899,967
149	Senior Center Reserve	514,249	302,995	211,254
151	Fund for Animals	1,639,450	703,773	935,677
152	Cumulative Reserve for Library	642,934	226,072	416,862
153	Emergency Medical Services	32,967,214	20,899,371	12,067,843
154	Real Estate Excise Tax	10,004,302	113,142	9,891,160
155	General Government Special Projects	9,509,316	4,194,163	5,315,153
156	Criminal Justice	16,317,631	6,517,997	9,799,634

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 6,258,379	\$ 5,000,000	\$ 1,258,379
159	Transportation Benefit District	1,946,342	1,600,000	346,342
160	Contingency Reserve - Rainy Day	3,873,676	-	3,873,676
162	Capital Improvement Reserve	36,561,367	18,440,304	18,121,063
171	Affordable & Supportive Housing Sales Tax Credit	813,113	-	813,113
197	Community Housing Improvement Program	14,809,091	1,339,158	13,469,933
198	Community Development Block Grant Program	1,880,157	517,500	1,362,657
210	Bond Redemption	2,222,090	2,222,090	-
401	Water & Sewer Utility	319,857,980	269,094,456	50,763,524
402	Solid Waste Utility	14,887,037	2,892,155	11,994,882
425	Everett Transit	99,523,464	60,438,107	39,085,357
430	Everpark Garage	2,250,290	1,015,435	1,234,855
440	Golf	9,065,287	6,127,630	2,937,657
450	Snohomish River Regional Water Authority	18,000	18,000	-
501	Motor Vehicles	12,811,791	9,894,559	2,917,232
503	Self-Insurance	25,351,096	14,839,370	10,511,726
505	Information Technology Reserve	8,106,263	5,048,200	3,058,063
507	Telecommunications	958,861	797,325	161,536
508	Health Benefit Reserve	30,745,691	20,515,685	10,230,006
637	Police Pension	16,935,340	1,925,000	15,010,340
638	Fire Pension	28,351,702	2,655,000	25,696,702
TOTAL CITY BUDGET		\$ 944,422,185	\$ 644,124,861	\$ 300,297,324

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2025 budget.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Authorize release of Request for Proposal #2024-155 Care Management Services in the Form Substantially Provided

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent
Action 12/04/24
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Request for Proposal

Department(s) involved:

Procurement, &
Community Development

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: RFP #2024-155 Care Management Services

Partner/Supplier: To be determined

Location:

Preceding action: None

Fund: 155

Fiscal summary statement:

The estimated value of the contract is approximately \$552,184. The highest-scored proposal will be brought to the council for consideration and award.

This project, funded by a federal grant from the Substance Abuse Mental Health Services Administration (SAMHSA), aims to create alternative response systems to support crisis participants. The grant must be spent by September 30, 2025.

Project summary statement:

Staff is requesting that the City Council authorize the issuance of Request for Proposal (RFP) #2024-155 to receive proposals from suppliers for Care Management Services.

The awarded supplier will employ qualified staff and ensure they have the training and experience to follow established processes and procedures and carry out effective stabilizing care management duties. The awarded supplier will supervise and implement direct care management services to individuals or families referred by the City of Everett appointed staff. The supplier is expected to communicate regularly and meet with the City for case planning and accountability updates.

Recommendation (exact action requested of Council):

Authorize release of Request for Proposal #2024-155 Care Management Services in the form substantially provided.

Project title: Authorize release of Request for Proposal #2024-157 Competency Diversion Services in the Form Substantially Provided

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 12/04/24
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Request for Proposal

Department(s) involved:
Procurement &
Community Development

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: RFP #2024-157 Competency Diversion Services

Partner/Supplier: To be determined

Location:

Preceding action: None

Fund: 155

Fiscal summary statement:

The estimated value of the contract is approximately \$447,724. The highest-scored proposal will be brought to the council for consideration and award.

This project, funded by a federal grant from the Substance Abuse Mental Health Services Administration (SAMHSA), aims to create alternative response systems to support crisis participants. The grant must be spent by September 30, 2025.

Project summary statement:

Staff is requesting that the City Council authorize the issuance of Request for Proposal (RFP) #2024-157 to receive proposals from suppliers for Competency Diversion Services.

The awarded supplier will offer forensic case management to unsheltered individuals or frequent users of public safety and judicial system users. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

The program's primary goals are to increase service connections, reduce 911 service calls, support the courts, and lessen the community impacts caused by individuals facing behavioral health competency challenges. By providing direct case management and other essential services, the City of Everett aims to assist individuals caught in the criminal justice cycle further.

Recommendation (exact action requested of Council):

Authorize the release of Request for Proposal #2024-157 Competency Diversion Services in the form substantially provided.

Project title: Authorize release of Request for Proposal #2024-157 Competency Diversion Services in the Form Substantially Provided

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 12/04/24
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Request for Proposal
Department(s) involved:
Procurement &
Community Development

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: RFP #2024-157 Competency Diversion Services

Partner/Supplier: To be determined

Location:

Preceding action: None

Fund: 155

Fiscal summary statement:

The estimated value of the contract is approximately \$447,724. The highest-scored proposal will be brought to the council for consideration and award.

This project, funded by a federal grant from the Substance Abuse Mental Health Services Administration (SAMHSA), aims to create alternative response systems to support crisis participants. The grant must be spent by September 30, 2025.

Project summary statement:

Staff is requesting that the City Council authorize the issuance of Request for Proposal (RFP) #2024-157 to receive proposals from suppliers for Competency Diversion Services.

The awarded supplier will offer forensic case management to unsheltered individuals or frequent users of public safety and judicial system users. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

The program's primary goals are to increase service connections, reduce 911 service calls, support the courts, and lessen the community impacts caused by individuals facing behavioral health competency challenges. By providing direct case management and other essential services, the City of Everett aims to assist individuals caught in the criminal justice cycle further.

Recommendation (exact action requested of Council):

Authorize the release of Request for Proposal #2024-157 Competency Diversion Services in the form substantially provided.



PROCUREMENT

Request for Proposal #2024-157

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

Competency Diversion Services

TIMELINE - The following represents the schedule for this solicitation.

Event	Date
Issue Date	November 21, 2024
Deadline for Final Questions	December 8, 2024, at 11:59 p.m.
Proposal Due Date	December 17, 2024
Anticipated Award	January 8, 2025
Anticipated Contract Start Date.....	February 1, 2025
Contract End Date	September 30 th , 2025

E-mailed or delivered Proposals are acceptable.

Submit Proposals to:

E-mail: bids@everettwa.gov OR

Delivery: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201

Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response **plus six (6) complete identical copies** with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at:

<https://everettwa.gov/2711/Everett-Procurement-Information-Contract>

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

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DRAFT

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

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 Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.

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 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

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 Tax (B & O), 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 products or services 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 an 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 proposer 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 RECYCLE

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

1.18 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The City of Everett has received federal funding from the Substance Abuse Mental Health Services Administration (SAMHSA) to establish alternative response systems that support individuals within the crisis system. The program aims to use SAMHSA funds to provide comprehensive services, including behavioral health care, care coordination, intensive case management, peer support, and intervention services. In addition, services are intended to assist individuals involved with the City of Everett Justice System who are under-connected to supportive resources.

The target population includes individuals who have been found not competent by the courts and are either awaiting restoration, have completed restoration, or have been deemed not restorable. Many of these individuals may be frequent users of emergency systems, lack healthcare benefits, face inequitable access to medical and behavioral health care, and experience challenges such as substance use disorders or significant mental health issues. The City of Everett's Community Support Team, City Prosecutors, or other agencies serving the Everett Municipal Court System will be able to refer directly to this program.

The awarded supplier will be responsible for hiring qualified staff with the necessary training and experience to adhere to established procedures and effectively provide stabilization services. The supplier will supervise and implement direct case management, mental health care, and peer support services for individuals referred by City-appointed staff.

Furthermore, the supplier is expected to participate in regular communication and case planning meetings with the City of Everett, providing updates on accountability and progress. The provider is also expected to maintain positive, professional relationships with the City, clients, and the broader community.

Contracted amount cannot exceed \$447,724.00.

2.2 BACKGROUND

The City of Everett (COE) has a longstanding commitment to addressing street-level social issues through a co-response approach. In 2015, the Community Streets Initiative was launched to explore and address the factors contributing to homelessness in Everett's urban core. The opioid crisis, affordable housing shortages, historical racial inequalities, low incomes, and inadequate social infrastructure have all made it difficult to find sustainable solutions.

In response, the City of Everett founded the Community Outreach and Enforcement Team (COET) in 2015, a Co-Responder model pairing social workers with police officers. COET primarily functions as a diversion program, assisting unsheltered individuals in accessing services, treatment, and shelter. Building on COET's success, the Community Support Team was established in 2021 to expand services to additional City departments, including Police, Fire, Library, Code, and Parks. While the team provides immediate intervention and limited follow-up care, managing long-term and complex needs often falls beyond their capacity.

Finding stability can be particularly challenging for individuals who are unsheltered, incarcerated, or experiencing behavioral health issues. Those facing competency challenges often encounter additional barriers and struggle to engage in supportive services consistently. Snohomish County, including Everett, faces a shortage of resources and providers equipped to support individuals with complex competency-related needs.

These individuals frequently experience chronic, co-occurring health conditions, mental health issues, substance use disorders, and histories of trauma. The City of Everett recognizes that competency diversion is a critical tool to help these individuals navigate the court system, recover from behavioral health struggles, improve overall health and wellness, and reduce future interactions with the criminal justice system.

2.3 HIGHLIGHTS OF SERVICE

The City of Everett's Competency Diversion Program will offer forensic case management to unsheltered individuals or frequent utilizers of public safety and judicial systems. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

The program's primary goals are to increase service connections, reduce 911 service calls, support the courts, and lessen the community impacts caused by individuals facing behavioral health competency challenges. By providing direct case management and other essential services, the City of Everett aims to assist individuals caught in the criminal justice cycle further.

This program is designed to help clients develop the skills needed to address their challenges, secure long-term housing, and access treatment and healthcare services. Additionally, program staff will serve as the liaison between clients and their professional support networks, helping to navigate the barriers that hinder progress. Through a high level of support, staff will promote overall recovery from behavioral health issues, crises, or homelessness.

2.4 PROGRAM EXPECTATIONS

The program is expected to serve fifteen (15) to thirty (30) individuals annually, with case management lasting from 90 days to 12 months. Cases may be extended or reopened based on individual needs. Cases should be closed after 90 days of no contact or if the client cannot be located. The case may also be closed if a client is highly engaged, well-connected with other service providers, and stabilized. All case decisions will be made in collaboration with the City of Everett's Community Support Team and, when necessary, a Prosecuting Attorney Representative. Clients will be identified through a referral system, with referrals from the City of Everett's Community Support Team, City Prosecutors, or other agencies serving the Everett Municipal Court System.

The Competency Diversion Program will offer long-term care coordination, case management, peer support, and access to essential services, including mental health care. Once a referral is received, the contractor is expected to engage with the individual within 72 hours, making consistent and varied efforts to reach them in the community. Program staff will ensure that individuals receive appropriate, community-based care and treatment.

Examples of expected work with clients:

- Obtaining essential identifying documents like birth certificates, social security cards, and Washington State identification.
- Establishing income, including assistance with Aged, Blind, or Disabled (ABD) benefits, Social Security, and opening bank accounts.

- Accessing food assistance such as Electronic Benefit Transfer (EBT) cards and connecting them with food banks or meal services.
- Addressing housing needs through 211 and housing navigator connections while keeping cases active and exploring options for sober housing, transitional housing, affordable apartments, or shelters.
- Securing healthcare insurance and ensuring that healthcare providers see clients.
- Arranging transportation and accompanying clients to appointments as needed.
- Connecting with support systems such as mentors, family, friends, peers, recovery groups, job centers, volunteer organizations, and counselors.
- Visiting incarcerated clients to maintain engagement while in custody.
- Facilitating access to medication-assisted treatment for mental health, substance use disorders, or both.
- Attend alongside client court proceedings in effort to provide support during court proceedings.
- Participate in competency diversion court or other / alternate court hearings on the behalf of client participation and engagement.
- Supporting clients in the criminal justice system, including court appearances, written communication, and follow-ups with prosecutors and defense attorneys.
- Holding other agencies accountable by advocating for the clients served.

2.5 **KEY OBJECTIVES**

The key objectives of the program are to:

1. Actively assist the client with overall recovery from behavioral health conditions.
2. Provide proactive care management, case support, peer and mental health services for those referred. This includes active outreach and locating those referred.
3. Engage with those incarcerated to create a safe discharge plan in the community.
4. Provide the client with a single point of contact for connection to multiple health and social services.
5. Maintain active contact with individuals referred.
6. Develop relationships with local suppliers and community organizations and function as an integral part of the local community.
7. Work to remove barriers that prevent individuals' access to care, such as transportation needs.
8. Care coordination, including scheduling appointments, arranging transportation, conducting appointment reminder calls, and following up to verify service initiation, progress, and need for service adjustment and incorporation into the care plan.
9. Track data and outcome measures.
10. Actively participate in ongoing evaluation and collaboration with city staff and community partners.
11. Actively participate in court proceedings related to those served.
12. Create meaningful contacts and connections with individuals served.

2.6 **SUPPLIER RESPONSIBILITIES**

The supplier will be expected to provide the following level of service at a minimum:

1. Upon employing any new staff, provide the employee's qualifications and experience for the City of Everett's review and approval.
2. Familiarity with appropriate services for individuals referred by the City of Everett and within its geographic area.
3. Provide services to individuals who are referred by the City of Everett Community support team or other city identified personnel.

Commented [TB1]: @Kelli Roark I think this section needs updating.

4. Competency Diversion staff are flexible, community-based, collaborative, client-oriented, and available to provide services during established contract hours.
 - Flexible –Ability for staff to flex their schedule when necessary to accommodate special program needs.
 - Community-Based – Ability to meet clients in the Everett Geographic area and the willingness and ability to ensure transportation for those served to appointments and other suppliers as necessary.
 - Collaborative – Develop individual care plans and complete referrals for funding, housing, and assessments for substance use disorder (SUD), mental health, medical, dental, and any other needs as requested.
 - Client Oriented – Provide outreach to individuals by meeting them where they are while assisting them with progress towards being sheltered and addressing needs. For example, street outreach requires the ability to navigate city streets on foot easily and tolerate a variety of weather conditions and terrain.
5. Provide all necessary equipment and supplies such as phones, other office needs, data tracking, software systems, vehicles, or other transportation needs for case managers.
6. Provide adequate resources and information for Case Managers to assist individuals in the City of Everett, including, but not limited to, housing, mental health, physical health, substance use disorder, the Department of Social and Health Services, dental care, community supports, clothing, and food.
7. Facilitate communication among families, City community support team, courts, and other treatment providers and systems in which the client is involved.
8. Meet with the Community Support Manager or representative once per month to review cases and collaborate regarding programming.
 - A supplier representative is available to attend the City's community care collaboration team meetings regularly.
9. Ensure staff provide continuity of care, oversight, and access to and coordination of services to meet individualized client goals.
10. The Supplier agrees to comply with 2 CFR 200 Uniform Administrative Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2.7 KEY PERSONNEL

Key personnel will form a multidisciplinary team to provide primary care services to program participants. This team may include case managers, peer specialists, outreach workers, medical staff, licensed behavioral health specialists, substance use disorder (SUD) providers, and housing navigators. The team will be supervised to ensure that expected outcomes are achieved and contractual obligations are fulfilled.

The supplier must provide the City of Everett with the names of staff assigned to the program prior to service start-up, as well as any staff changes or upon request throughout the term of the contract.

2.8 STAFF EXPERIENCE AND CAPABILITIES

Staff must be proficient and sufficiently trained to provide the requested services. The supplier must ensure that all staff members have the following experience and capabilities:

A. Technical Proficiency

Staff involved in the Case Management Program must demonstrate technical proficiency. This includes but is not limited to, prior experience, training, knowledge of human development and behavior, and experience working with unsheltered individuals, including any relevant specialized education or training.

B. Behavioral Health

Staff must comprehensively understand the interdisciplinary approach to behavioral health treatment and recovery from homelessness. They should employ shared decision-making and collaborate with other providers to ensure those served are connected to available resources. This approach will minimize service duplication and create best-practice outcomes for the individuals served.

C. De-Escalation

Staff must be capable of handling and de-escalating individuals experiencing mental health crises.

D. Diversity

Staff must be sensitive to and knowledgeable about diverse cultures. They should be able to integrate the needs of culturally diverse groups and individuals with disabilities into clinical practice.

E. Decision-Making

Staff must have the ability to perform daily assessments, evaluate a client's progress, and make informed recommendations.

F. Training

Staff must be adequately trained and familiar with working with individuals who are unsheltered, as well as those with disabilities, mental health disorders, substance use disorders, and those from diverse cultures, races, sexual orientations, and age groups. Training requirements may include but are not limited to, direct experience or training in working with unsheltered individuals, seniors, and non-English speakers.

G. Safety and Emergency Procedures

Staff must have thorough knowledge of the safety and emergency procedures established by the supplier and the City of Everett.

H. Computer Proficiency

Staff must be proficient in using Microsoft Word and Excel and able to use a cell phone, tablet, or laptop while providing case management services. Proficiency includes, but is not limited to, the ability to compose, send, and receive electronic messages and documents using equipment provided by the supplier.

2.9 REPORTING AND TRACKING MEASURES

Client tracking and data reporting must be documented in a format acceptable to the City and submitted monthly to the City of Everett's Community Support Coordinator or their representative. The following are the minimum key data points that will be measured, tracked, and reported:

1. Number of unique individuals served.
2. Number of individuals engaged while incarcerated.
3. Number of individuals participating in substance use treatment services (e.g., outpatient, inpatient, or medication-assisted treatment).
4. Number of individuals housed in shelters, pallet homes, sober housing, permanent housing, or adult family homes.

5. Number of individuals receiving mental health treatment services (e.g., inpatient, outpatient, or triage).
6. Number of individuals receiving healthcare services (e.g., dental, primary, or eye care).
7. Number of individuals connected to financial resources (e.g., bank accounts, Aged, Blind, or Disabled (ABD) cash assistance, Housing and Essential Needs (HEN), Social Security, or Department of Social and Health Services (DSHS) benefits).
8. Number of individuals whose cases were dismissed due to completion and engagement in competency diversion services.
9. Identified service gaps, such as unavailable services (e.g., shelters, mental health counseling, treatment beds) and unnecessary services (e.g., safe parking for males, day centers).

2.10 CITY OF EVERETT RESPONSIBILITIES & PROVIDED SERVICES

City of Everett staff will be responsible for and provide the following:

- The City of Everett Community Support Manager or designate will oversee all aspects of the contract, including but not limited to monitoring and reviewing the supplier's performance, reports, and data provided under this contract, approval of submitted invoices, and obtaining approval of all changes in the contract.
- The City of Everett Community Support Manager or designate will provide onsite coordination, support in the client referral process, tracking, and assistance with coordinating the day-to-day deployment of contracted competency diversion staff. Clinical supervision will remain the responsibility of the contractor.
- Review and approve the qualifications and experience of staff providing service under this contract, including new and replacement staff proposed by the Supplier. The City of Everett also reserves the right to require contractor staff to be replaced because of justifiable complaints by program customers, their legal guardians, support systems, or allied agencies.

2.11 QUALITY ASSURANCE

The Supplier must ensure staff is eligible to provide competency diversion for individuals and, at minimum, must provide:

1. Education & Experience Verification

- The supplier will select case managers for this position based on having experience working with the populations described and who have experience in working with interdisciplinary teams.
- Before hiring any employee, the supplier will verify that the employees assigned to the contract have the stated education and experience in managing case management programs, homeless outreach, shared decision-making, collaboration, and managing those with behavioral health concerns.

2. Background Check

Before hiring any employee, the Supplier must obtain a nationwide criminal background check. Records of criminal background checks must be kept on file by the Supplier and made available to the City of Everett for review upon request. Proposers shall describe their source and method of obtaining background checks as part of their proposal as part of their answer to **Form 4.03, 2H**. After work begins, any new or added employees, volunteers, or interns of the Contractor must also comply with the city of Everett's security background check requirement, as stated above.

3. Safety & Emergency

The proposer must provide the City of Everett with copies of its agency's written safety and emergency policies and procedures as part of their proposal response to **Form 4.03, 2H**.

2.12 CONTRACT TRANSITION

In the event of a follow-on contract award to another Supplier, the Supplier will ensure a cooperative and smooth transition with a new contract provider or the City of Everett, such as turnover of records, status, reports, etc.

2.13 PRICING ADJUSTMENTS

Prices must remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier must supply documentation that is satisfactory to the City of Everett, such as documented changes to the Consumer Price Index for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is fair and reasonable to the city's satisfaction. Requests for any such change must be made in writing to the Procurement Division. The city will issue a written contract amendment that will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

The Supplier must give the City of Everett Procurement Division thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

2.14 PAYMENT

Within thirty (30) days of a properly prepared invoice, in a form acceptable to the city, but not more often than once per month, the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Attn: Kelli Roark
2930 Wetmore Avenue, Suite 8A
Everett, WA 98201
kroark@everettwa.gov

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 most favorable terms that the supplier can offer. 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 for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a 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, as well as 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	150	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	50	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	400	

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.

DRAFT

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which 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. Proposals must include the following forms which are included as part of the solicitation:

- 1. Supplier Commitment and Information**
- 2. Price Sheet**
- 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**
- 5. Certification Regarding Lobbying by Contractor**
- 6. Disclosure of Lobbying Activities**
- 7. Signed SAMSHA Clauses**

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.

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-157 COMPETENCY DIVERSION SERVICES

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 120 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- 157 COMPETENCY DIVERSION SERVICES

Supplier Name:

Proposed compensation includes providing competency diversion services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, as well as unforeseen costs and incidentals, etc. Total compensation will be based on the following:

Description	Monthly Fee	Months February to September	Contract Term Total Cost
Monthly compensation amount.	\$	x 8	\$

***Direct Client Expenses – are not eligible under SAMHSA**

FORM 4.03 QUESTIONNAIRE

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

1. Qualifications and Relevant Experience

- A. Briefly describe your organization. Include how long the organization has been in business.
- B. Describe the qualifications of your organization, its business experience, and achievements.
- C. Describe the organization's experience providing similar services to those described, the length and type of experience when working with the unhoused populations, the programs and services it provides, experience with similar services, and experience working with local homeless services agencies.
- D. Describe your experience with federal grant funding. Include whether you have received federal grant awards before and your firm's experience with 2.CFR 200 compliance.
- E. Has your firm conducted a single audit?
- F. Provide qualifications and experience of the proposed staff providing service under this contract. Include any training, certifications, or expertise of all staff working within this contract.

2. Technical Capability, Approach, and Capacity

- A. Describe how the organization will deliver the services requested in the Scope of Work. Include your organization's availability.
- B. Provide a timeline plan for this project and include any City of Everett staff time requirements.
- C. Describe the staffing and administration of the proposed program.
- D. Provide a sample report showing the key data points and tracking measures listed in Section 2.9.
- E. Describe your approach to community outreach and how you will assist the City of Everett in marketing the program.
- F. Describe how your organization would respond to and manage any increased demand for services and subsequent increase in cases that would necessitate additional staff hours or the addition of staff.
- G. State whether a change in contract rates would be required should the program be expanded and at what level of expansion any rate increase would take effect.
- H. Address how the supplier will ensure quality throughout the contract period by providing the following information:
 - Non-discrimination and equity statement(s).
 - Employee recruitment and screening methods.
 - Background checks process, including content requested, source, and method of obtaining.
 - Supervision and monitoring cases managers' procedures.
 - Safety and emergency policies and procedures.
- I. How will your agency meet or exceed our needs as described in the Scope of Work?
- J. Describe your process to ensure Washington State and Federal laws and regulations compliance.
- K. Describe any data management and tracking software you use and how you will provide monthly reports using this software.

3. Communication, Customer Services, and Training

- A. Describe how your agency will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.
- B. Describe your company's approach to customer service and returning calls and e-mails. Describe your approach to achieving Customer Satisfaction.
- C. Describe the ongoing training of your staff to ensure daily working knowledge applicable to this contract.

4. Risk, Performance, and Quality Assurance

- A. Submit **no more than** three (3) 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. Organization 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 details.
- B. 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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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

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

FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. 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 an 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.
- B. 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 must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor

Date

Print Name

Address

Title

City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

FORM 4.06 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter Date of last report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ if known : Congressional District, if known : 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known :		9. Award Amount, if known : \$
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10A) (last name, first name, MI):
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

(See next page for instructions.)

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

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

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

Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DRAFT

SAMHSA CLAUSES

DRAFT

PROFESSIONAL SERVICES AGREEMENT

DRAFT

From: Leesa Johansen <leesa654@yahoo.com>
Sent: Thursday, November 21, 2024 8:16 PM
To: DL-Council
Subject: [EXTERNAL] Aquasox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please help keep our Aquasox in Everett! We take our kids every weekend in the summer! It's part of the reason we moved to Everett 5 years ago. The team is such a vital part of our community! Please do everything you can to help them stay!!

Leesa Richards
Resident of Everett
425.760.4976

[Sent from Yahoo Mail for iPhone](#)

From: Michael Boyle <samnjaz63@gmail.com>
Sent: Thursday, November 21, 2024 4:41 PM
To: DL-Council
Subject: [EXTERNAL] Aquasox stadium consideration

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a single father of 2 kids, we have enjoyed attending the Aquasox games together since late in 1990's. My kids have very much enjoyed the folks & vendors at the games.

I believe our attendance provided us a common interest and has helped us to retain our family unity. Due to our distance from Seattle, we would not have been able to attend the Mariners games.

Now some 39 years later, myself, my two kids, their families, as well as my new wife & grandkids enjoy attending the aquasox games here in Everett.

I strongly support the retention of the aquasox team to be maintained here in Everett and in a new facility. To us, it is a vital community activity that Everett must support.

Thank you for your support!

Michael Boyle
Everett, WA.

"Time is non-refundable, use it with intention today."

From: obahselina@gmail.com
Sent: Thursday, November 21, 2024 4:38 PM
To: DL-Council
Subject: [EXTERNAL] Supporting the AquaSox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council,

As both a mom and a youth baseball coach in our community, I want to express how important the Everett AquaSox are to families like mine and to our broader local community.

The AquaSox provide more than just a game; they offer a gathering space where families, friends, and neighbors come together. For young athletes, like the kids I coach, the team represents inspiration and aspiration. Watching the AquaSox play fuels their dreams of one day stepping onto that same field. It connects them to the sport in ways that practices and games alone cannot.

Beyond the joy they bring, the AquaSox also play a significant role in the economic and cultural vibrancy of our area. Their presence creates jobs, supports local businesses, and contributes to the identity of Everett as a thriving, family-friendly city. It is the top affordable family-friendly activity that I promote to people in my community. I personally know many people in Snohomish County that have visited Everett for the first time, just to attend a ballgame.

Losing the AquaSox would leave a void that would be deeply felt by families, small businesses, and fans of all ages. I urge you to consider the impact they have on our community and to champion efforts that ensure their continued success and growth in Everett.

Thank you for your time and for supporting the things that make our community special.

Regards,
Selina

From: Carrol Alvarez <aalvarez7@live.com>
Sent: Wednesday, November 20, 2024 6:49 PM
To: Angela Ely
Subject: Re: [EXTERNAL] Comment on new Aqua Sox stadium

Hello,

Thank you for your response to my email about a new stadium for the AquaSox. Because I'm responding late it may not be possible to have my comments in the record. Nevertheless I'm including the info for me and for my sister, as we go to the games together and she drafted the email with me. I live in North Seattle, my sister lives in Shoreline.

Thank you again,
Carrol Alvarez
Sherryl Terletter

Sent from my iPhone

On Nov 20, 2024, at 6:38 PM, Carrol Alvarez <aalvarez7@live.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Angela Ely <AEly@everettwa.gov>
Date: November 18, 2024 at 9:46:55 AM PST
To: Carrol Alvarez <aalvarez7@live.com>
Cc: DL-Council <Council@everettwa.gov>
Subject: RE: [EXTERNAL] Comment on new Aqua Sox stadium

Category 2: Sensitive information

Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.

Your comments have been received by the Council. I will forward your email to staff and can submit as written comment for the record at the November 20 Council meeting if you provide your city of residence.

Thank you for taking the time to be involved and engaged in your community.

Sincerely,
Angela

Angela Ely
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
everettwa.gov | Facebook | Twitter

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

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

-----Original Message-----

From: Carrol Alvarez <aalvarez7@live.com>

Sent: Thursday, November 14, 2024 11:25 AM

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

Subject: [EXTERNAL] Comment on new Aqua Sox stadium

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I've been attending Aqua Sox games off & on for years, recently more regularly. I'm concerned about the possibility of building a new stadium near the Angel of the Winds arena, for 2 reasons: 1. Traffic on nights when events are scheduled at both venues is likely to be dreadful & a disincentive to going; 2. Projected revenue from additional events at the stadium is theoretical only - is there a plan for managing debt/costs if the stadium isn't utilized as expected? Is this being considered?

Thanks,
Carrol Alvarez

Sent from my iPhone

From: [Ryland Richards](#)
To: [Angela Ely](#)
Cc: [DL-Council](#)
Subject: Re: [EXTERNAL] New Aquasox Park
Date: Tuesday, December 3, 2024 12:32:30 PM

My city of residence is Everett. Right off 41 street a few minutes away from Funko Field.

Thank you for considering my story to keep Aquasox in Everett.

Ryland Richards

> On Dec 3, 2024, at 11:57 AM, Angela Ely <AEly@everettwa.gov> wrote:
>
> Category 2: Sensitive information
>
> Hi Ryland,
>
> Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.
>
> Your comments have been received by the Council. I will forward your email to staff and can submit as written comment for the record at tomorrow evenings Council meeting if you provide your city of residence.
>
> Thank you for taking the time to be involved and engaged in your community.
>
> Sincerely,
> Angela
>
> Angela Ely
> Executive Assistant | Everett City Council
> 425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
> everettwa.gov | Facebook | Twitter
>
>
> Category 2: For official use only / disclosure permissible by law.
> -----Original Message-----
> From: Ryland Richards <ryland.richards@hotmail.com>
> Sent: Saturday, November 23, 2024 1:51 PM
> To: DL-Council <Council@everettwa.gov>
> Subject: [EXTERNAL] New Aquasox Park
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
>
> I have been an Everett Aquasox fan for over a decade. In 2010 when they won the Northwest League Championship I got an Everett "E" logo tattoo in celebration. The Aquasox season ticket holders became an extended family for my sister and me after our father passed in 2011. The love and support the Aquasox community shares in unmatched. Since having children of my own, my wife and I have made it a priority to enjoy every Sunday home game with our kids. This is a tradition that my family would love to continue. Please consider keeping the Aquasox within the Everett community.
>
> Thank you,

> Ryland Richards.

From: J <mayajw@gmail.com>
Sent: Wednesday, November 27, 2024 11:10 AM
To: DL-Council
Subject: [EXTERNAL] new stadium

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am a born and raised Everett native and a teacher at Emerson Elementary in Everett and I am urging you to build a new stadium to keep the AquaSox in our city. This team impacts our community in numerous ways and would be a huge blow to our region if they left.

Long ago, my grandparents took me to Everett Giants games and today my parents do the same with my children. Please keep this generational tradition alive and build a new facility.

Thank you,

Jason Mayer

From: [Jeremy Oshie](#)
To: [Angela Ely](#)
Subject: Re: [EXTERNAL] AquaSox
Date: Tuesday, December 3, 2024 3:30:35 PM

Thank you for the response. I am a resident of the City of Everett.

Sent from my iPhone

> On Dec 3, 2024, at 12:00 PM, Angela Ely <AEly@everettwa.gov> wrote:
>
> Category 2: Sensitive information
>
> Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.
>
> Your comments have been received by the Council. I will forward your email to staff and can submit as written comment for the record at tomorrow evenings Council meeting if you provide your city of residence.
>
> Thank you for taking the time to be involved and engaged in your community.
>
> Angela Ely
> Executive Assistant | Everett City Council
> 425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
> everettwa.gov | Facebook | Twitter
>
> Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.
>
>
>
>
> Category 2: For official use only / disclosure permissible by law.
> -----Original Message-----
> From: Jeremy Oshie <jeremyoshie@gmail.com>
> Sent: Wednesday, November 27, 2024 2:31 PM
> To: DL-Council <Council@everettwa.gov>
> Subject: [EXTERNAL] AquaSox
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
>
> I believe building a new stadium to house the AquaSox and possible soccer teams would be a tremendous addition to the City and we should explore a partnership with Everett Community College as they do not have their own baseball or soccer facilities and could help generate money towards costs.
>
> Jeremy Oshie
>
> Sent from my iPhone

From: Gregory Wetzel <wetzlg41@gmail.com>
Sent: Thursday, November 28, 2024 8:33 PM
To: DL-Council
Subject: [EXTERNAL] Baseball Stadium Site

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Council,

Now, when many folks are dealing with increased costs, this is not a time for Everett City Council to increase bills by buying a huge stadium at \$120 Million. If Mariners want a huge stadium that is fine but those owners should fork over and pay for it on their own. Anyone that understands and has studied capitalism knows that one needs to pay for their own investments and this should also be true for big businesses. I have made myself clear more than once that I do not support paying for a huge stadium or a remodel of the current stadium. Reasonable minds can disagree. However, this decision should be put up for a vote by the people of Everett and in addition this decision should not be implemented by a few.

Thank you,

Gregory

From: Allis Alexander <allisalexander252@gmail.com>
Sent: Thursday, November 28, 2024 9:02 PM
To: DL-Council
Subject: [EXTERNAL] Stadium site

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The idea that the city is even considering choosing a site for a new stadium for the Aquasox ball field is irresponsible. The city needs to do business to bring income to Everett, not higher property taxes when we are facing unprecedented economic conditions.. Take the choice of a stadium to a vote by the citizens of Everett. We don't want a more expensive stadium, or an upgrading of the present stadium . This is not the time to make an expensive and risky commitment for the citizen's of Everett without hearing our voice through a vote. The management of the city business is not just the responsibility of the council and needs a more realistic understanding of Everett community. Do you realize that there is no place to sit in downtown Everett, due to an effort to "fix" the city's dealing with unhoused citizens? So, if your shoes need tying, where are you to sit to tie them? There is no place in Everett Downtown to sit, to tie a shoe. Our only sense of community is what can't be done(sitting in Everett Downtown) to protect who from what. And then you want a stadium at our expense. Doesn't make sense.

Allis Alexander,
Resident of Everett for more than 20 years

From: mmlewendon@comcast.net
Sent: Monday, December 2, 2024 2:13 PM
To: DL-Council
Cc: Dannyt@aquasox.com
Subject: [EXTERNAL] Aqua Sox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to encourage the council to move forward with a new stadium (hopefully) for the Aqua Sox. It means so much for my disabled husband (wheelchair bound). We have been attending Aqua Sox games for about 24 years and when we moved to Everett we became season ticket holders (2017). With the disabled seating that we currently have enjoyed, we are able to be close to the action. The staff are most supportive in making our experience great. We love the game and it is truly wonderful to see the upcoming talent and to follow them. While we would like to support the Mariners, it would truly be exhausting to attend a game in person. So in attending the Aqua Sox we still get to see the future talent and enjoy a well played game.

Our hope is that the city will move forward with a new stadium, there are many good points, especially the revenue that it would bring into the city.

Milly & Tony Lewendon, Aqua Sox Fans
425-830-7299

“Always remember that you are absolutely unique.
Just like everyone else.” – Margaret Mead

From: Deb Williams
Sent: Monday, December 2, 2024 3:37 PM
To: DL-Council; David Hall; Marista Jorve
Cc: Scott Pattison
Subject: FW: [EXTERNAL] Aqua Sox Stadium

Category 2: Sensitive information

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

From: Mary Ozmun <m1r2ozmun@msn.com>
Sent: Monday, December 2, 2024 3:20 PM
To: Deb Williams <DWilliams@everettwa.gov>
Subject: [EXTERNAL] Aqua Sox Stadium

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Franklin,

I just wanted to let you know that I do not support the new stadium or even a remodel of the existing stadium. Yes, the idea of the new stadium sounds wonderful. A place that could be used for more than just the Aqua Sox games such as concerts or other events would be great. It would be an asset to the area. But at \$120,000.00?

This town has gone down the crapper in the last 7 or so years. There used to be horticulturist at Forest Park that kept the area along the Mukilteo Speedway looking so beautifully manicured. I felt pride when driving along that route with out-of-town guests. Now it is an ugly, overgrown mess. And we lost our community pool at Forest Park. I love our historic Art Deco downtown library. Libraries can be such a wonderful source for the public but instead you are cutting hours and talking of giving it away to Sno Isle. There's talk of getting rid of our Everett Transit. We've got unhoused drug addicts and mentally ill still wondering our streets. We have an underfunded police department that is unable to take care of all the needs of our citizens and reduce crime.

Why do we not have the revenue to run this city the way it should be? Are we giving too many tax incentives or B&O tax incentives? Is Boeing going to move out and go elsewhere if they don't get their reductions. Maybe next time you should call their bluff and see what happens :) There have been many new apartment buildings raised with more on the way. Don't they bring in new revenue?

I know very little if anything about running a city. I see that Everett is not the only city struggling. I say let the Aqua Sox move on down the road to somewhere else. How can we afford a new stadium when we can't even afford to run our city the way it should be?

Thank you for your time,

Mary Ozmun - A longtime resident of Everett

From: Julie Martinson <jmartinson8@gmail.com>
Sent: Tuesday, December 3, 2024 11:04 AM
To: DL-Council
Subject: [EXTERNAL] Public Comment on the proposed Outdoor Multipurpose Facility

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I have reviewed the 3 options for the future of Funko Field.
I strongly propose option 3, keeping the Field as is.

Of the other 2 options, the option to improve the current facility is preferable.

I don't believe the City can afford to take this on with our budget deficits being faced, and revenue not improving anytime soon from our lower-income tax base of citizens who are struggling to make ends meet. Many cannot afford to even attend any games presently.

I am strongly opposed to the option of disrupting small businesses in the proposed new area, where ideally, new multifamily housing could be built near the train and planned light rail station, so that the new residents could take full advantage of great close-by transportation choices that would allow them to opt out of expensive car ownership.

We are a struggling community which cannot afford to attract extra crowds to facilities our own residents will not benefit from, in spite of the economic benefits you project will come from the new facilities.

Please remove the most expensive, most extensive and disrupting option from consideration! Thank you for consideration of my public comments.

Julie Martinson
2303 6th St
Everett, WA 98201

From: Shari Sommerfeld <slsommerfeld@comcast.net>
Sent: Wednesday, December 4, 2024 10:47 AM
To: DL-Council
Subject: [EXTERNAL] AquaSox - New Stadium Supporter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, I attended the meeting about the new stadium last night and found it very informative. Especially the prospect of getting women's and men's USL soccer teams! I'd like to thank the mayor and council members that were there and provided additional information and answers to the questions from the attendees.

I've been the AquaSox team photographer for 25 years now, and I can tell you (which I'm sure some of you already know), that there is no family experience like what the AquaSox provide in this area. I've seen kids grow up there and then work as day of game staff. Families have been enjoying the games year after year. It's fun to watch the Mariners players that have made their way to the show via a stop in Everett, and not to mention how cool it is for us and the fans to have former Sox rehab in Everett. They always draw a big crowd. I would hate to not have that experience any more if the team has to fold.

With the ROI for this investment and what it will provide to the city and opportunities for those of us in the neighboring towns, I really hope the council votes to approve building a new stadium for the AquaSox and other events. It would be amazing for the city.

Thank you for your time. Go Sox!
Shari Sommerfeld
AquaSox Photographer
Lake Stevens

From: Deb Williams
Sent: Wednesday, December 4, 2024 8:07 AM
To: Marista Jorve; David Hall; DL-Council
Subject: FW: [EXTERNAL] Everett Aquasox

Category 2: Sensitive information

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

From: Nancy Vandenberg <nancyvan9604@gmail.com>
Sent: Tuesday, December 3, 2024 7:08 PM
To: Deb Williams <DWilliams@everettwa.gov>
Subject: [EXTERNAL] Everett Aquasox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I greatly appreciate that Mayor Franklin attended the Aquasox information meeting a few weeks ago. The planning and presentation were impressive, and I hope that the city of Everett will fully support a new or remodeled stadium. The Aquasox are very important to our family, and the thought that they might leave is painful.

Please do all you can to keep the Aquasox in Everett. An Aquasox ball game is the perfect summer evening. Thank you.

Nancy Vandenberg

From: Nancy Vandenberg <nancyvan9604@gmail.com>
Sent: Tuesday, December 3, 2024 7:04 PM
To: DL-Council
Subject: [EXTERNAL] Everett Aquasox

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for working with the Aquasox to help them with plans for a new or remodeled stadium. I recently attended their information meeting and was very impressed with the planning that has gone into this. I hope the council will support upgrading the stadium. The Aquasox are so important to our family, and it is hard to imagine summers without them.

Thank you.

Nancy Vandenberg

From: Travis Sasser <travis.sasser@gmail.com>
Sent: Wednesday, December 4, 2024 6:10 AM
To: DL-Council
Subject: [EXTERNAL] Aquasox New Venue

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council, as a resident of Everett, a parent, and a youth sports coach, I would like to express my support for the proposed stadium for the Aquasox and the multi-use venue. Please cast a yes vote on my behalf!



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: 12/4/24

NAME (required): Austin

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

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: Clark Park Fencing Off

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.



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DATE: 12-4-2024

NAME (required): Olushola Bolonduro

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): Olaska@live.com 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: Regarding Clark Park and attitudes regarding those in poverty

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DATE: 12/4/24

NAME (required): Michelle Pendergrass

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): 206-303-0723

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: cold weather shelters

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/4/24

NAME (required): Scott Murphy

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

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 #: 29 2025 Budget

☐ During the general public comment. Please state the topic you would like to speak on: _____

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