



## **Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, January 22, 2025 City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 15, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$7,996,127.93 For The Period Ending January 4, 2024 Through January 10, 2025.

Documents:

[RES\\_CLAIMS PAYABLE JAN 10, 2025.PDF](#)

(2) Authorize The Call For Bids For The Construction Of The New Everett Transit Mall Station At Everett Mall.

Documents:

[APPROVAL FOR BID - MALL STATION RELOCATION.PDF](#)

(3) Authorize The Mayor To Sign The Professional Services Agreement For 2025/2026 On-Call Surveying Services With Atlas Technical Consultants, LLC.

Documents:

[ATLAS TECHNICAL CONSULTANTS LLC-ON-CALL SURVEYING SERVICES-PSA.PDF](#)

(4) Authorize A Call For Bids For The Water Quality Retrofit Programmatic Project.

Documents:

[DOE-WQ RETROFIT PROGRAMMATIC-CALL FOR BIDS.PDF](#)

(5) Authorize The Mayor To Accept And Sign All Necessary Documents And Agreements For A \$250,000 Salmon Recovery Planning Grant.

Documents:

[EVERETT SALMON RECOVERY GRANT.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Fehr & Peers For The 2024-2044 Comprehensive Plant Transportation Element Update And 2024 Transit Long Range Plan.

Documents:

[FEHR AND PEERS 2024-2044 COMP PLAN TRANSPORTATION ELEMENT-AMENDMENT NO. 1.PDF](#)

(7) Authorize The Mayor To Sign Amendment No. 2 With Jacobs Engineering Group, Inc. In The Amount Of \$309,641 (For Total Contract Amount Of \$3,124,637).

Documents:

[JACOBS ENGINEERING GROUP INC-CSO STORAGE AT 36TH STREET-PSA.PDF](#)

PROPOSED ACTION ITEMS:

(8) CB 2501-01 – 1st Reading - Adopt An Ordinance Amending Ordinance 3908-22 Entitled "Fire Training Center Project", Fund 342, Program 036, To Accumulate Design Costs For The Project. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-01.PDF](#)

(9) CB 2501-02 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Lowell Riverfront Park Renovation", Fund 354, Program 080, As Established By Ordinance No. 3899-22. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-02.PDF](#)

(10) CB 2501-03 – 1st Reading - Adopt An Ordinance Amending Ordinance 3952-23 Entitled "Parks Restrooms Renovation Project", Fund 354, Program 088, To Accumulate All Costs For The Project. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-03.PDF](#)

(11) CB 2501-05 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled, Wiggums Hollow Playground Replacement, Fund 354, Program 081, As Established By Ordinance No. 3951-23. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-05.PDF](#)

**BRIEFING & PROPOSED ACTION ITEMS:**

(12) CB 2501-04 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Port Gardner Storage Facility" Fund 336, Program 024, And Repealing Ordinance No. 3816-21. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-04.PDF](#)

(13) CB 2501-06 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Water Pollution Control Facility Combined Conveyance Improvements" Fund 336, Program 032, And Repealing Ordinance No. 3881-22. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-06.PDF](#)

(14) CB 2501-07 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Edgewater Creek Bridge Replacement" Fund 303, Program 115, To Accumulate All Costs For The Improvement And Repealing Ordinance No. 4002-24. (3rd & Final Reading 2/5/25)

Documents:

[CB 2501-07.PDF](#)

**BRIEFING & ACTION ITEM:**

(15) Adopt A Resolution Declaring The City Of Everett's Commitment To Significantly Reduce Traffic Fatalities And Serious Injuries In The City Among All Road Users By 2050 With A Vision Zero Goal To Achieve Zero Fatalities And Serious Injuries.

Documents:

[PUGET SOUND REGIONAL COUNCIL-VISION ZERO EVERETT-RESOLUTION.PDF](#)

**BRIEFING:**

(16) Legislative Session Preview

Documents:

[LEGISLATIVE SESSION PREVIEW BRIEFING.PDF](#)

Executive Session

Adjourn

**PARTICIPATION IN REMOTE COUNCIL MEETINGS**

- Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://everettwa.gov/speakerform). You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or [aely@everettwa.gov](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- Provide written public comments by email to [Council@everettwa.gov](mailto:Council@everettwa.gov) or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- 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](https://everettwa.gov/citycouncil).
- Watch live meetings and recordings at [YouTube.com/EverettCity](https://YouTube.com/EverettCity).

## **CONTACT THE COUNCIL**

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at [Council@everettwa.gov](mailto:Council@everettwa.gov) or call the Council offices at 425.257.8703.

*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->*



Whereas the claims payable by check against the City of Everett for the period January 4, 2025 through January 10, 2025, 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:

Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Council President



## City Council Agenda Item Cover Sheet

**Project title:** Call for Bid – Everett Transit Mall Station Platform & Building Construction

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 1/22/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Transit

**Contact person:**

Mike Schmieder

**Phone number:**

425-257-7761

**Email:**

mschmieder@everettwa.gov

**Initialed by:**

MJS

Department head

Administration

Council President

**Project:** Everett Mall Station Platform

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

**Location:** Everett Mall, 1330 SE Everett Mall Way, Everett WA 98208

**Preceding action:** RFQ 2024-019  
PSA with PACE Engineers Inc. 3/27/2024, Amended 8/14/2024

**Fund:** Fund 425, Transportation Services

**Fiscal summary statement:**

The engineering estimate for the construction of the new Mall Station platform, customer amenities, and driver facility is \$1,512,032 million. The project is funded with Everett Transit fund 425 and offset with a \$200,000 contribution from the Mall ownership group, Brixton Capital.

**Project summary statement:**

Everett Mall is redeveloping and expanding its footprint. To accommodate the new footprint, Everett Transit has been asked to relocate its Mall Station platform and facility approximately 500 ft west of its current location.

PACE Engineers, Inc. is providing design and engineering services for the relocation of the bus platform, customer amenities, and driver facility, and produced the construction bid specifications and bid drawings for the project.

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

Authorize the Call for Bids for the construction of the new Everett Transit Mall Station at Everett Mall.

**Project title:** Professional Services Agreement for On-Call Surveying Services

**Council Bill #**

**Project:** Professional Services Agreement for On-Call Surveying Services

**Partner/Supplier:** Atlas Technical Consultants, LLC

**Location:** Citywide

**Preceding action:** Previous Agreements, last approved [12/21/2022](#)

**Fund:** Multiple Funds

**Agenda dates requested:**

01/22/2025

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

Proposed Agreements

**Department(s) involved:**

Public Works, Legal

**Contact person:**

Tom Hood

**Phone number:**

425.257.8809

**Email:**

thood@everettwa.gov

**Fiscal summary statement:**

The agreement is limited to \$200,000 over the life of the proposed agreement which expires on December 31, 2026. The funding for each surveying services agreement (by task order) is the responsibility of the assigning department and the cost will be a part of each capital project requiring surveying services.

**Project summary statement:**

The Public Works Department maintains a roster of pre-qualified, pre-contracted surveying firms to provide on-call surveying services. Past practice necessitated individual departments and project managers to contracts for surveying services on a single project basis, which was time consuming. Costs could vary throughout the construction season and occasionally firms were not available.

The current roster expired on December 31, 2024, and needs to be updated for the 2025 and 2026 operating years. City Departments needing surveying services will have access to the on-call roster. Funding for each project is the responsibility of the tasking Department and becomes a cost of the capital project requiring service.

Atlas Technical Consultants, LLC, formerly 1 Alliance Geomatics, is a pre-qualified surveying firm selected from the Municipal Research and Services (MRSC) roster.

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

Authorize the Mayor to sign the professional services agreement for 2025/2026 On-Call Surveying services with Atlas Technical Consultants, LLC.

**Initialed by:**

*RLS*

Department head

Administration

Council President



## PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Atlas Technical Consultants, LLC
	17619 NE 67 <sup>th</sup> Ct. Redmond, WA 98052
	Brian.Blevins@oneatlas.com
City Project Manager	Tom Hood
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000



BASIC PROVISIONS	
Service Provider Insurance Contact Information	Elizabeth Daba
	213-689-0065
	Elizabeth.Daba@lockton.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

#### END OF BASIC PROVISIONS

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

**CITY OF EVERETT  
WASHINGTON**

**ATLAS TECHINCAL CONSULTANTS, LLC**

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

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

Name of Signer: Brian Blevins

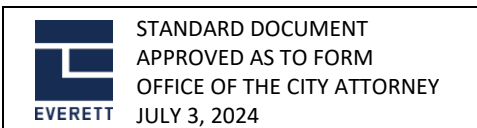
Signer's Email Address: Brian.Blevins@oneatlas.com

Title of Signer: Area Manager – NW Region

\_\_\_\_\_  
Date

ATTEST

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



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.101524)**

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
  - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

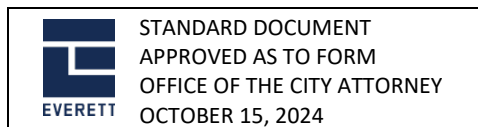


example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**  
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.  
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS  
(v.101524)**



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

## **SCOPE OF WORK**

### **2025-2026 On-Call Surveying Services**

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
  - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
  - b. Land XML files if Autodesk format was not used to generate the surface.
  - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

**EXHIBIT B**  
**PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

Task	Amount Paid on Task Completion
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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



**City of Everett On-Call Proposed Rates  
Atlas Technical Consultants, LLC (EVRT22-143)  
2025-2026 Rate Sheet**

<b>Position/Classification</b>	<b>2025 Hourly Rate</b>	<b>2026 Hourly Rate</b>
Principal Surveyor	\$290.00	\$305.00
Project Manager	\$180.00	\$189.00
Project Surveyor	\$159.00	\$167.00
CADD 5	\$112.00	\$117.00
Tech 5	\$128.00	\$134.00
Tech 4	\$115.00	\$120.00
Tech 3	\$105.00	\$110.00
Tech 1	\$87.00	\$91.00
Administrative Support/Admin	\$155.00	\$163.00
Mileage – Per mile	IRS Rate	IRS Rate

**Project title:** Authorize a Call for Bids for Water Quality Retrofit Programmatic Project

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

January 22, 2025

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☐ X No ☐

**Budget amendment:**

Yes ☐ X No ☐

**PowerPoint presentation:**

Yes ☐ X No ☐

**Attachments:**

Project Map

**Department(s) involved:**

Public Works

**Contact person:**

Grant Moen

**Phone number:**

425-257-8947

**Email:**

gmoen@everettwa.gov

**Initialed by:**

*RLS*

Department head

Administration

Council President

**Consideration:** Call for Bids

**Project:** Water Quality Retrofit Programmatic

**Partner/Supplier:** WA State Department of Ecology

**Location:** Greely Street between W Mukilteo Blvd and Bailey Ave; Cascade Plaza Shopping Center near 75<sup>th</sup> Street SE and Bruin Boulevard

**Preceding action:** Ordinance No. 3960-23, approved on [6/7/2023](#)

**Fund:** 336 – Water & Sewer System Improvements Fund

**Fiscal summary statement:**

The current programmed available fund, as established by City Ordinance No. 3960-23, for this project is \$1,325,000.

**Project summary statement:**

The plans and specifications are complete, and the Water Quality Retrofit Programmatic project is ready to be advertised for construction bids pending approval of the Final Bid Package by the Washington State Department of Ecology.

The project will construct stormwater treatment facilities at two sites. Site GW-2 is located along Greely Street just south of W Mukilteo Blvd and will treat runoff from approximately 26 acres of impervious surfaces prior to discharge to Glenwood Creek. Work at this site involves construction of a Filterra Bioscape facility, high flow bypass piping, a flow splitter structure, associated stormwater pipes and structures, and site restoration. Site PC1-5 is located at the Pigeon Creek Regional Detention Facility behind the Cascade Plaza Shopping Center at 75<sup>th</sup> Street SE and Bruin Boulevard. Work at this site includes construction of a pretreatment structure and excavation and plantings within the existing detention pond to provide treatment for approximately 44 acres of impervious surfaces.

The Engineer's Estimate for construction is \$824,760.

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

Authorize a Call for Bids for the Water Quality Retrofit Programmatic project.









## City Council Agenda Item Cover Sheet

**Project title:** Grant agreement - Coordinate and integrate salmon recovery plan goals with Everett Municipal Code

**Council Bill #** *interoffice use*

**Agenda dates requested:**

1/22/25

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No ☒

**Budget amendment:**

X Yes ☒ No ☒

**PowerPoint presentation:**

Yes ☒ No ☒

**Attachments:**

Grant Agreement

**Department(s) involved:**

Planning

**Contact person:**

Yorik Stevens-Wajda

**Phone number:**

(425) 257-8725

**Email:**

ystevens@everettwa.gov

**Initialed by:**

YSW

Department head

Administration

Council President

**Project:** Grant agreement - Coordinate and integrate salmon recovery plan goals with Everett Municipal Code

**Partner/Supplier:** WA Dept of Commerce

**Location:** N/A

**Preceding action:** N/A

**Fund:** TBD (155) / 021

### Fiscal summary statement:

Grant revenue of \$75,000 in 2025 to offset staff labor expenses related to the project scope of work, with an additional \$175,000 in 2026-27 subject to state legislative appropriation. No expenditures, although some of the 2026-27 funding could be passed through the city to consultants.

### Project summary statement:

The proposed contract will accept a grant from the State of Washington in return for performance of a scope of work attached to the contract as attachment A.

The first objective of the scope of work (2025, funded) is:

Review and update City of Everett policies, regulations, mitigation framework, and administrative procedures related to protecting and restoring functions and values of streams and wetlands, with a particular focus on salmon recovery.

The second and third objectives of the scope of work (2026-27, funding uncertain)

Review and update City of Everett policies, regulations, rules, and standards to make low impact development principles and Best Management Practices the preferred and commonly-used approach to site development, with a particular focus on specific principles and practices that support salmon recovery.

Develop a wetland mitigation bank and/or fee in lieu program for projects that require mitigation for impacts to water resources.

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

Authorize the Mayor to accept and sign all necessary documents and agreements for a \$250,000 salmon recovery planning grant.



**Grant Agreement with**

**City of Everett**

**through**

Growth Management Services

**Grant Number:  
24-63341-004**

**For**

**Coordinate and integrate salmon recovery plan goals with Everett  
Municipal Code**

**Dated:** Date of Execution

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## Face Sheet

Grant Number: 24-63341-004

Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Salmon Recovery through Local Planning Grant

<b>1. Grantee</b> City of Everett 2930 Wetmore Ave Everett, WA 98201		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Yorik Stevens-Wajda Planning Director (425) 257-8725 ystevens@everettwa.gov		<b>4. COMMERCE Representative</b> Angela San Filippo Ecosystem Services Manager (564) 233-9522 Angela.sanfilippo@commerce.wa.gov 1011 Plum Street SE PO Box 42525 Olympia, WA 98501	
<b>5. Grant Amount</b> \$250,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 1/1/2025	<b>8. End Date</b> 6/30/25
<b>9. Federal Funds (as applicable)</b> n/a		<b>Federal Agency:</b> n/a <b>ALN</b>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0000348-00	<b>12. UBI #</b> 313-000-656	<b>13. UEI #</b> LVPSLN4A2LF6
<b>14. Grant Purpose</b> Support City of Everett work to coordinate and integrate Salmon Recovery Plan goals with the Everett Municipal Code, low-impact development best management practices, and assess the viability of a wetland mitigation bank in Everett.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
<b>FOR GRANTEE</b>   _____ Cassie Franklin, Mayor  _____ Signature  _____ Date		<b>FOR COMMERCE</b>   _____ Mark K. Barkley, Assistant Director  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **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.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### **2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] 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](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$250,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

#### **EXPENSES**

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$0, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 24-

63341-004. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBGRANTEE 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 performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state 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, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any

insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**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 Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Cyber Liability Insurance:** The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**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:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

## **7. 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 Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.



**8. PERIOD OF PERFORMANCE**

Commerce reserves the right to extend this contract for up to two contract years. All amendments under this contract are subject to funding availability for the given contract period. If state funding under the Climate Commitment Act is not continued, COMMERCE, at its sole discretion, may amend the contract to transfer the scope of work into funds that will facilitate the partial or full completion of the contract.

**9. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet listed within order of attached.

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Grant, 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. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant 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 shall be made by COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

This Grant 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.

6. **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.

7. **ASSIGNMENT**

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

8. **ATTORNEYS' FEES**

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

9. **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;
- 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 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 state or federal laws related thereto. 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 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 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.

## **10. CONFLICT OF INTEREST**

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract 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 contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee 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 Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee 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 Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

## **11. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant 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 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, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby 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, 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. 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. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **12. DISPUTES**

Except as otherwise provided in this Grant, 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:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (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 five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (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 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.

### **13. 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 or agreement, for the same services or expenses.

### **14. GOVERNING LAW AND VENUE**

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

### **15. 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 and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

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

### **16. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant 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 will be solely with the Grantee.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, 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, 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.

**18. LAWS**

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

**19. 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.

**20. LIMITATION OF AUTHORITY**

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

**21. NONDISCRIMINATION**

**A. Nondiscrimination Requirement.** During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall 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 subcontractor, has a collective bargaining or other agreement.

The funds provided under this 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 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 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 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 subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or 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, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or 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.

**D. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

## **22. 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.
  - 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.
  - 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 may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **23. POLITICAL ACTIVITIES**

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW 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.

## **24. 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.

## **25. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount

to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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

**26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, 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 six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

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.

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

**30. SEVERABILITY**

The provisions of this Grant 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.

**31. SITE SECURITY**

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

**32. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from



subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a 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.

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/Subcontractor's performance of the subgrant/subcontract.

**33. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**34. TAXES**

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

**35. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, 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 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 and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, 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. A termination shall be deemed a "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 are not exclusive and are, in addition to any other rights and remedies, provided by law.

**36. TERMINATION FOR CONVENIENCE**

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

**37. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant 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. 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.

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

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. 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 that is not terminated;
- C. 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;
- D. 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;
- E. 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 had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. 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, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

### **38. 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, 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, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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.
- 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.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**39. 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 unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## **Attachment A: Scope of Work**

### **OVERVIEW**

The actions, steps, and deliverables are split up based on the Washington State biennial budget cycle. The first set of action items and deliverables (Grant Objective 1) aligns with the 2023-2025 state fiscal biennium and includes work that will be performed and deliverables submitted prior to June 30, 2025.

The second set of action items (Grant Objectives 2 and 3) and deliverables aligns with the 2025-2027 state fiscal biennium and includes work that will be performed and deliverables submitted prior to June 30, 2027.

The full scope of work was part of a competitive grant process and was awarded funds based on funding the entirety of the scope of work.

While there are multiple sources of funding for this project, the state budget is appropriated in a biennial cycle and Commerce will work on extensions to this contract to include the actions and deliverables associated with Grant Objectives 2 and 3 in the scope of work prior to the expiration of this contract.

<b><i>GRANT OBJECTIVE 1: Review and update City of Everett policies, regulations, mitigation framework, and administrative procedures related to protecting and restoring functions and values of streams and wetlands, with a particular focus on salmon recovery.</i></b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Action 1</b>	Collect and synthesize documented best available science, salmon recovery planning documents, and best practices, recommendations, and guidance for stream and wetland protection and restoration and salmon recovery.	<i>January 1, 2025</i>	<i>February 28, 2025</i>
<b>Step 1.1</b>	Coordinate with state agencies (Commerce, Ecology, Fish & Wildlife), tribal partners, WRIA 7 and 8 Salmon Recovery Forums, and Snohomish County to collect relevant documented best available science, salmon recovery planning documents, and best practices, recommendations, and guidance for stream and wetland protection and restoration and salmon recovery.	<i>January 1, 2025</i>	<i>January 31, 2025</i>
<b>Step 1.2</b>	Synthesize the information collected in Step 1.1 into a draft summary report.	<i>January 1, 2025</i>	<i>February 28, 2025</i>

<b>Step 1.3</b>	Coordinate with the partners listed in Step 1.1 to review and, as necessary, update the draft summary report.	<i>March 1, 2025</i>	<i>March 21, 2025</i>
<b>Deliverable 1</b>	<b>Summary report on documented best available science, salmon recovery planning documents, and best practices, recommendations, and guidance for stream and wetland protection and restoration and salmon recovery.</b>		<b><i>March 21, 2025</i></b>
<b>Action 2</b>	Identify an early set of recommended revisions that can be incorporated as an amendment to the comprehensive plan and development regulation periodic update prior to its adoption by the city council.	<i>February 1, 2025</i>	<i>March 1, 2025</i>
<b>Deliverable 2</b>	<b>Memorandum with recommended revisions that can be incorporated as an amendment to the comprehensive plan and development regulation periodic update prior to its adoption by the city council.</b>		<b><i>March 1, 2025</i></b>
<b>Action 3</b>	Prepare a set of recommended updates to city policies, regulations, and administrative practices to reflect best available science, salmon recovery plans, and best practices identified in Deliverable 1.	<i>February 1, 2025</i>	<i>June 13, 2025</i>
Step 3.1	Draft a report, incorporating Deliverable 1, that provides recommended updates to city policies, regulations, and administrative practices to reflect best available science, salmon recovery plans, and best practices identified in Deliverable 1.	<i>February 1, 2025</i>	<i>April 30, 2025</i>
Step 3.2	Prepare and conduct a public outreach and comment solicitation process, including outreach to Everett residents, affected tribes, state and federal agencies, and others identified in the research phase of Action 1.	<i>May 1, 2025</i>	<i>May 19, 2025</i>
Step 3.3	Revise the draft report based on feedback received in Step 3.2 and to reflect the legislative outcome of the early revisions identified in Deliverable 2.	<i>May 19, 2025</i>	<i>June 13, 2025</i>
Step 3.4	Based on the recommended updates to city regulations identified in Step 3.1 and the report revisions in Step 3.3, draft updates to Everett Municipal Code in legislative format and prepare a	<i>May 1, 2025</i>	<i>June 13, 2025</i>

	threshold determination under the State Environmental Policy Act.		
<b>Deliverable 3</b>	<b>Final report with (a) recommended updates to city policies, regulations, and administrative practices to reflect best available science, salmon recovery plans, and best practices identified in Deliverable 1; (b) draft updates to Everett Municipal Code in legislative format; and (c) a threshold determination under the State Environmental Policy Act for Deliverable 3(b).</b>		<b><i>June 13, 2025</i></b>
<b>End 2023-2025 Biennium</b>			

## Grant Objective 2

<b><i>GRANT OBJECTIVE 2: review and update City of Everett policies, regulations, rules, and standards to make low impact development principles and Best Management Practices the preferred and commonly-used approach to site development, with a particular focus on specific principles and practices that support salmon recovery.</i></b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Action 4</b>	Collect and synthesize documented best practices, recommendations, and guidance for low impact development techniques with a particular focus on salmon recovery.	<i>July 1, 2025</i>	<i>December 31, 2025</i>
<b>Deliverable 4</b>	<b>Summary report on documented best practices, recommendations, and guidance for low impact development techniques.</b>		<b><i>December 31, 2025</i></b>
<b>Action 5</b>	Compare the city's policies, regulations, rules, and standards against the Deliverable 1 summary report to identify gaps and opportunities to better incorporate low impact development	<i>January 1, 2026</i>	<i>June 15, 2026</i>
<b>Deliverable 5</b>	<b>Gap analysis report.</b>		<b><i>June 15, 2026</i></b>
<b>Action 6</b>	Prepare and conduct a public outreach and comment solicitation process, including outreach to Everett residents, affected tribes, developers and property owners, state and federal agencies, and others identified in the research phase of Action 1.	<i>July 1, 2026</i>	<i>August 28, 2026</i>
<b>Deliverable 6</b>	<b>Public comment summary report.</b>		<b><i>August 28, 2026</i></b>

<b>Action 7</b>	Update City of Everett policies, regulations, rules, and standards to make low impact development principles and Best Management Practices the preferred and commonly-used approach to site development.	<i>September 8, 2026</i>	<i>June 15, 2027</i>
Step 7.1	Based on the results of actions 1-3, prepare a report with recommended amendments to policies, regulations, rules, and standards.	<i>September 8, 2026</i>	<i>December 31, 2026</i>
Step 7.2	Present the report identified in Step 4.1 to the planning commission and city council and seek direction on final legislation.	<i>January 1, 2027</i>	<i>January 29, 2027</i>
Step 7.3	Draft one or more ordinances and review the proposal under the State Environmental Policy Act.	<i>January 1, 2027</i>	<i>March 26, 2027</i>
Step 7.4	Deliver low impact development-related legislation with supporting information to the city council for consideration.	<i>April 1, 2027</i>	<i>June 15, 2027</i>
<b>Deliverable 7</b>	<b>(a) Report with recommended amendments policies, regulations, rules, and standards to make low impact development principles and Best Management Practices the preferred and commonly-used approach to site development.</b> <b>(b) Low-impact development-related ordinance with environmental review under State Environmental Policy Act.</b>		<b><i>June 15, 2027</i></b>

### Grant Objective 3

The City of Everett will assess the viability of a wetland mitigation bank and/or a fee in lieu program for projects in Everett that require mitigation for impacts to water resources. A successful wetland mitigation bank will concentrate the impacts of mitigation to support Salmon Recovery Plans.

With the support of an environmental consultant, Everett will assess the need for such a program, develop and analyze options, and propose changes to regulations and administrative processes. The city will finalize and submit to the Department of Commerce the deliverables of Grant Objective 3 by the deadline of June 15, 2027.

***Grant Objective 3: Develop a wetland mitigation bank and/or fee in lieu program for projects that require mitigation for impacts to water resources.***

<b>Action 8</b>	Hire an environmental consultant to assess the viability for a mitigation bank or fee in lieu program for the Lake Washington Water Resource Inventory Area (WRIA)	<i>July 1, 2025</i>	<i>August 29, 2025</i>
Step 8.1	Prepare a request for proposals or other consultant procurement mechanism, including review by the Department of Commerce	<i>July 1, 2025</i>	<i>August 29, 2025</i>
Step 8.2	Conduct procurement process	<i>July 1, 2025</i>	<i>August 29, 2025</i>
Step 8.3	Finalize consultant contract	<i>September 1, 2025</i>	<i>October 3, 2025</i>
<b>Deliverable 8</b>	<b>Request for proposals or other consultant procurement mechanism and executed consultant contract</b>		<b><i>October 3, 2025</i></b>
<b>Action 9</b>	Assess the regulatory framework, presence and capacity of existing mitigation banks, recent use of mitigation banks, and future development potential adjacent to streams, wetlands, and their buffers.	<i>October 3, 2025</i>	<i>June 13, 2026</i>
Step 9.1	Assess existing plans, recent use of mitigation banks, and future development potential adjacent to streams, wetlands, and their buffers.	<i>October 3, 2025</i>	<i>January 30, 2025</i>
Step 9.2	Establish criteria for land for future mitigation bank	<i>January 30, 2025</i>	<i>June 13, 2026</i>
Step 9.3	Evaluate potential locations for mitigation bank	<i>January 30, 2025</i>	<i>June 13, 2026</i>
Step 9.4	Develop policies for implementation of mitigation bank	<i>January 30, 2025</i>	<i>June 13, 2026</i>
Step 9.5	Develop policies for administering mitigation bank	<i>January 30, 2025</i>	<i>June 13, 2026</i>
<b>Deliverable 9</b>	<b>Everett Mitigation Bank Study and Implementation Plan</b>		<b><i>June 13, 2026</i></b>



## **Attachment B: Budget**

Consistent with the scope of work, the budget is split into deliverables based on the Washington State biennial budget cycle. The first set of deliverables aligns with the 2023-2025 biennium and includes deliverables that will be completed prior to June 30, 2025.

The second set of deliverables aligns with the 2025-2027 biennium and includes deliverables that will be completed prior to June 30, 2027.

<b>Deliverable</b>	<b>Description</b>	<b>Commerce Grant Funds</b>
1	Summary report on documented best available science, salmon recovery planning documents, and best practices, recommendations, and guidance for stream and wetland protection and restoration and salmon recovery.	\$25,000
2	Memorandum with recommended revisions that can be incorporated as an amendment to the comprehensive plan and development regulation periodic update prior to its adoption by the city council.	\$5,000
3	Final report with (a) recommended updates to city policies, regulations, and administrative practices to reflect best available science, salmon recovery plans, and best practices identified in Deliverable 1; (b) draft updates to Everett Municipal Code in legislative format; and (c) a threshold determination under the State Environmental Policy Act for Deliverable 3(b).	\$40,000
<b>2023-2025 Biennium</b>		<b>\$75,000</b>

The following deliverables may be included through a contract extension based on funding availability in the 2025-2027 state biennial budget.

<b>Deliverable</b>	<b>Description</b>	<b>Commerce Grant Funds</b>
4	Summary report on documented best practices, recommendations, and guidance for low impact development techniques.	\$20,000
5	Low impact development gap analysis report.	\$30,000
6	Low impact development public comment summary report	\$10,000

7	(a) Report with recommended amendments policies, regulations, rules, and standards to make low impact development principles and Best Management Practices the preferred and commonly-used approach to site development. (b) Low-impact development-related ordinance with environmental review under State Environmental Policy Act.	\$65,000
8	Request for proposals or other consultant procurement mechanism and executed consultant contract for mitigation bank study and implementation plan	\$5,000
9	Everett Mitigation Bank Study and Implementation Plan	\$45,000
<b>2025-2027 Biennium</b>		<b>\$175,000</b>



## City Council Agenda Item Cover Sheet

**Project title:** Amendment No. 1 to the Professional Services Agreement with Fehr & Peers for the 2024-2044 Comprehensive Plan Transportation Element Update and Transit Long Range Plan Outreach Support.

**Council Bill #** *interoffice use*

**Agenda dates requested:**

January 22, 2025

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

Proposed Amendment

**Department(s) involved:**

Public Works, Transit,  
Planning

**Contact person:**

Tom Hood

**Phone number:**

(425) 257-8809

**Email:**

thood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Amendment to Professional Services Agreement

**Partner/Supplier:** Fehr & Peers

**Location:** Citywide

**Preceding action:** Professional Services Agreement approved [9/27/23](#)

**Fund:** 024-Engineering & Public Services, 021 – Community Planning & Economic Development, 425 – Everett Transit

**Fiscal summary statement:**

This amendment extends the date of completion only without change to maximum compensation or scope of work.

**Project summary statement:**

The Washington State Growth Management Act (GMA) requires the City to update its Comprehensive Plan every 10 years. Included in the Comprehensive Plan is a Transportation Element, which develops transportation and transit policies and improvements to support the planned growth over the next 20-year planning horizon.

Additionally, Transit is utilizing Fehr & Peers to provide needed support in the public outreach process for the development of the 2024 Transit Long Range Plan, which significantly influences the Comprehensive Plan Update.

Fehr & Peers was selected through a multi-departmental selection process.

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

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Fehr & Peers for the 2024-2044 Comprehensive Plan Transportation Element update and 2024 Transit Long Range Plan.



**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT**

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

<b>Service Provider</b>	Fehr & Peers
<b>City Project Manager</b>	Tom Hood
	thood@everettwa.gov
<b>Original Agreement Date</b>	9/29/2023

<b>AMENDMENTS</b>		
<b>New Completion Date</b>	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026  If no new date is entered, this Amendment does not change the Completion Date.	
<b>New Maximum Compensation Amount</b>	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	<b>Maximum Compensation Amount After this Amendment</b>	Enter amount, if applicable

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

**SIGNATURES ON FOLLOWING PAGE**

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

**CITY OF EVERETT  
WASHINGTON**

Enter Service Provider name – must match name above

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

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

Name of Signer: Chris Mitchell

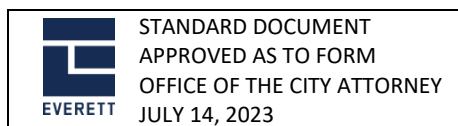
Signer's Email Address: c.mitchell@fehrandpeers.com

Title of Signer: CEO

\_\_\_\_\_  
Date

ATTEST

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





## City Council Agenda Item Cover Sheet

**Project title:** CSO Storage at 36<sup>th</sup> Street; PSA Amendment 2 with Jacobs Engineering Group Inc.

**Council Bill #** *interoffice use*

**Agenda dates requested:**

January 22, 2025

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☐ X No ☐

**Budget amendment:**

Yes ☐ X No ☐

**PowerPoint presentation:**

Yes ☐ X No ☐

**Attachments:**

PSA Amendment form

**Department(s) involved:**

Public Works

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

**Email:**

thood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** CSO Storage at 36<sup>th</sup> Street (UP 3765)

**Partner/Supplier:** Jacobs Engineering Group Inc.

**Location:** 36<sup>th</sup> Street, east of Smith Ave. (Transit site)

**Preceding action:** Original PSA authorized 2/3/21 Amendment No. 1 authorized [11/2/22](#)

**Fund:** 336 – Water and Sewer System Improvements

**Fiscal summary statement:**

This project is included in the current Public Works Capital Improvements Program for Sewer Infrastructure. The funding source for this project will be Fund 401 Water & Sewer Utility Fund. The programmed available funding for the preliminary and final design of this project is \$3,500,000.

**Project summary statement:**

Periodic sewer flooding and uncontrolled combined sewer overflows into the Snohomish River occur in the sewer catchment areas served by outfalls SRO7 and SRO8 and are influenced by heavy precipitation events. These events violate the City's National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology.

The current PSA Amendment 1 scoped and budgeted Jacobs Engineering Group Inc. to proceed from preliminary into detailed design of a combined sewer overflow storage tank, and a diversion pipe on a separate site. This Amendment No. 2 would authorize Jacobs Engineering Group Inc. to complete design, continue design coordination with other City capital projects, and provide additional support for permitting with WSDOT and BNSF.

This project will help bring the City into compliance with its NPDES permit for the SRO7 and SRO8 basins. Subsequent projects may be needed to fully control CSO discharges at SRO7 and SRO8.

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

Authorize the Mayor to sign Amendment No. 2 with Jacobs Engineering Group, Inc. in the amount of \$309,641 (for total contract amount of \$3,124,637).



**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:

<b>Service Provider</b>	Jacobs Engineering Group Inc.
<b>City Project Manager</b>	Candice Au-Yeung
	cauyeung@everettwa.gov
<b>Original Agreement Date</b>	2/8/2021

<b>AMENDMENTS</b>		
<b>New Completion Date</b>	If this Amendment changes the Completion Date, enter the new Completion Date: N/A  If no new date is entered, this Amendment does not change the Completion Date.	
<b>New Maximum Compensation Amount</b>	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$2,814,996
	Compensation Added (or Subtracted) by this Amendment	\$309,641
	<b>Maximum Compensation Amount After this Amendment</b>	<b>\$3,124,637</b>



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

**SIGNATURES ON FOLLOWING PAGE**

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

**CITY OF EVERETT  
WASHINGTON**

**JACOBS ENGINEERING GROUP INC.**

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

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

Name of Signer: Michael Reimbold

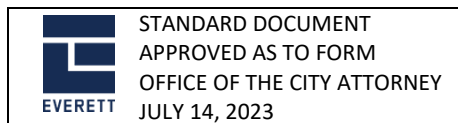
Signer's Email Address: mike.reimbold@jacobs.com

Title of Signer: Manager of Projects

\_\_\_\_\_  
Date

ATTEST

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



**AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF EVERETT**  
**AND JACOBS ENGINEERING GROUP INC.**

EXHIBIT A:  
SCOPE OF SERVICES

## **Exhibit A-1**

### **Amendment No. 2 Bid Document Closeout Services**

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#### **City of Everett**

### **SCOPE OF SERVICES**

### **CSO Storage at 36<sup>th</sup> ST, UP 3765**

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**Jacobs Engineering Group**  
**December 2024**

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## **1. PROJECT UNDERSTANDING**

The City of Everett, Washington (City) is designing improvements to the City's combined sewer system to reduce combined sewer overflow (CSO) discharges at NPDES permitted outfalls SRO7 and SRO8. The improvements are part of a plan to comply with the Department of Ecology (DOE) requirement of no more than one CSO event per year per outfall averaged over a moving 20-year period. Jacobs Engineering Group (Consultant) performed conceptual design and sizing of a CSO storage facility at 36<sup>th</sup> Street, combined sewer pipe upgrades on Pacific Avenue, and modified diversion controls to storage and overflow facilities associated with SRO7 and SRO8. During the design phase, the City requested additional out of scope work be performed in support of the project. To date, with prior City approval, Jacobs has completed these tasks (listed in Section 3 below) utilizing the existing project budgets. To complete the Issue for Bid (IFB) packages for the 36<sup>th</sup> Street CSO Storage Tank and Pacific Avenue Pipeline Improvements, the Consultant is requesting the additional budget outlined in this scope. Additionally, the City has requested that Jacobs prepare and obtain a Shoring Permit from BNSF as part of design and to perform a Storm Sensitivity Analysis based on updated storm series information that developed by the City. This Amendment No. 2 includes budgets to complete IFB packages and complete the BNSF shoring permit and Storm Sensitivity Analysis, as well as project management and final geotechnical data collection and report preparation.

## **2. ASSUMPTIONS FOR AMENDMENT NO. 2**

This scope of work is based on the following assumptions:

- This scope extends the budget for this project to complete the design phase services and provide support through bidding, with work occurring approximately between January 2025 through May 2025.
- Deliverables will be in electronic format.
- Meetings will be held virtually.

- The Consultant may shift budget between work tasks in order to adjust for differences in scope or level of effort – planned versus actual with approval of City’s Project Manager. Consultant will discuss any proposed budget adjustments with the City in advance.

### **3. WORK APPROVED BY CITY AND COMPLETED (NOT INCLUDED IN PREVIOUS AMENDMENTS)**

As part of previous design efforts, the Consultant has completed the following tasks as approved by the City which were not included in the previous contract scope and budget:

- Geotechnical Evaluation Cost increases
- Pump testing, contaminated water testing
- Hydraulic Modeling Scope increases
- Landscape Drawings and Specifications

### **4. SCOPE OF WORK (Estimate to Complete Issue for Bid Packages and incorporate new work items)**

Completion of Bid Documents includes the following tasks:

#### **Task 2000 – Project Management**

The purpose of this task is to provide oversight and management of the work for all phases of the work, including contract administration, oversight of subconsultants, quality review and assurance, and periodic communication with the City.

#### **Activities:**

Project Administration. The following activities are included:

- The Consultant will manage the project according to the Scope, Schedule, and Budget included in this Scope of Work and its Exhibits.
- The project design schedule will be prepared using MS Project and will identify significant tasks and anticipated durations, significant milestones, and City reviews and approvals. (Note: Construction schedules will be prepared at design milestones in Task 2800).
- The Consultant will monitor the schedule and prepare updates quarterly during design.
- The Consultant will prepare a monthly progress report to accompany each monthly invoice. Progress reports will include a narrative of work completed, schedule adherence, budget adherence, Actions and Decisions logs, and anticipated work for the next period.
- The Consultant will retain and manage subconsultants. Management will include preparation of subcontracts, review of progress, review of monthly invoices, review of subconsultant QA/QC procedures and results, and safety coordination.

Action/Decision Log. The Consultant will develop and maintain an Action Item Log and a Decision Log throughout the project. Meeting agendas will include review of action items and significant decisions. Meeting Notes will include a copy of the current logs. Action items will include action, responsible party, and resolution date. The Decision Log will be a record of all significant project decisions and it will be used throughout the project. Monthly progress reports will include a copy of the current Decision Log.

Periodic Communication. The Consultant will maintain regular communication with the City's Project Manager in order to discuss and review information and issues that may affect the progress of the work. Communication may include telephonic, scheduled meetings, and/or digital communication. The Scope of Work includes weekly 1-hour project management meetings for the Consultant Project Manager (and up to 1 additional team member, if needed), including a standing agenda and ongoing meeting discussion notes. This Scope of Work includes an allowance of 4 labor hours per calendar month for periodic communication to support the City's Project Manager in completion of the work.

Project Plan. The Consultant will update the Project Plan that will describe project background and purpose, including the project scope, schedule, budget, and deliverable milestones, list relevant design standards, describe the project-specific QA/QC plan, and list team members, and project communication and administrative protocols.

**Deliverables:**

The following Deliverables are included in this Task.

1. Monthly Progress Report & Invoices – electronic files (PDF).
2. Project Schedule and quarterly updates – electronic files (PDF).
3. Action Item and Decision logs – electronic files (PDF).
4. Periodic communications documentation, as requested – electronic files (PDF).
5. Project Plan, Draft and Final – electronic files (PDF).

**Task 2100 – Technical Project Meetings**

This task covers project technical coordination and review meetings with the City.

**Assumptions:**

- One additional technical meeting to be held with the City prior to or in support of the IFB deliverables package.

**Activities:**

Client Meetings. The Consultant will prepare for and attend technical coordination meetings with the City during the detailed design activities. The Consultant will prepare for and attend workshops to review the design progress, receive feedback, and provide responses. The Consultant will prepare and distribute meeting summaries. Budget for this task is based on two-hour meetings to discuss design issues and design review comments.

**Deliverables:**

1. Design Meeting agendas and meeting notes – electronic files (PDF).

### **Task 2300 - Geotechnical Investigation**

Geotechnical information will be obtained to support the detailed design.

#### **Assumptions:**

- Traffic control will be provided by the City of Everett.

#### **Activities:**

- Provide final groundwater measurement for existing wells.
- Update Geotechnical Data Reports (Storage Tank Site and Pacific Avenue) and Geotechnical Engineering Report to include final groundwater measurements.

#### **Deliverables (Storage Tank Site):**

1. Update to Final *Geotechnical Data Report Storage Tank Site* – electronic files (PDF).
2. Update to Final *Geotechnical Engineering Report Storage Tank Site* – electronic files (PDF).
3. Update to Final *Geotechnical Data Report Pipeline Alignment* – electronic files (PDF).

### **Task 2440 – Issue for Bid Documents**

The Consultant will revise the previously prepared 100 percent design documents to the final stage of design completion, including incorporating the comments from previous design submittal.

The Consultant performed hydraulic modeling to support design and controls development for the 36th Street Combined System Storage Facility for the City of Everett, Washington (City). Since the design of the facility, the City has amended their design storm series by ten years to include large historic storm events through 2020. The Consultant completed a follow up analysis to identify new storms from the period of record through 2020 with climate impacts (climate adjusted) that cause flooding at the 36<sup>th</sup> Street CSO Storage Facility and in the piping between the 36th Street Regulator and the Snohomish River Outfall 8 (SRO8). Four historic storm events were identified with extreme intensity of 0.7 inches or greater for the peak hour which cause potential CSOs at the 36<sup>th</sup> Street Regulator and 36<sup>th</sup> CSO Storage site. These “micro-burst” storms also cause flooding in the model upstream of the 36th Street Regulator. The City is now requesting that the Consultant perform a sensitivity analysis to help identify impacts of these “micro-burst” storms which often are not uniform across the system. The analysis will focus on eliminating CSOs at the 36<sup>th</sup> Street Regulator via passive and active control settings. These settings adjustments will not change the 100% design of the regulator structure.

#### **Assumptions:**

- See Subsection 2, “Assumptions for Amendment No. 2” in front of this document.
- Same drawings as at 100%.
- Only limited changes, consistent with previous comments and decisions and items noted at the 100% design workshop.

#### **Activities:**

- The Consultant will visually examine the project site to verify that site conditions have not

changed since the time of initial site survey and notify/discuss any significant findings which may have an impact on proposed improvements.

- The Consultant will prepare construction plans and specifications by completing final design and incorporating comments from previous design submittal.
- The Consultant will submit final documents for bidding.
- Storm Sensitivity Analysis:
  - Review available precipitation gage inventory for up to 8 precipitation gage locations and storms exceeding peak hour intensity of 0.5 inches per hour. The precipitation gage inventory includes the following sites available from the National Oceanic and Atmospheric Administration (NOAA) or other state and local sources including the Silver Lake Gage (US1WA SN0067), US1WA SN0020, US1WA SN0036, US1WA SN0027, US1WA SN0004, and COOP 452675. City gauges will also be used. The consultant will identify if additional sources are available. The City will provide any additional local historic precipitation data available from City-owned gages at Fire Station 4, Lift Station 2, Service Center and Lift Station 33. For representative storm events with high intensity, a climate impacted adjustment will be applied equal to the scaling methodology used for the precipitation record at the Silver Lake Gage.
  - Overlay historic storm events with peak hour intensity of 0.5 inches per hour or greater at each gage location to identify uniform and variable characteristics of micro-burst storm events. Select up to 10 storm events with high intensity to perform hydrologic and hydraulic modeling. Evaluate the storms that cause overflows at SRO4, SRO7, and SRO8 in the future (w/ climate adjustment) condition and see if the number of overflows is reduced with the sensitivity analysis.
  - Summarize flow and overflow characteristics by location for each of 10 storm events including flows near the 36th Street Regulator, Pacific Regulator, SR4, and the proposed Port Gardner Diversion locations.
  - Characterize impacts of the micro-burst storm on the 36th Street Regulator, Storage Facility, and downstream infrastructure based on the variable and uniform storm characteristics for high intensity events.
  - Coordinate recommendations and summary with Port Gardner Diversion team.
  - Provide recommendations on 36th Street Regulator control refinements for micro-burst storms. The conclusion may include no change to recommended operational controls.
  - Develop a draft and final technical memorandum summarizing the analysis.
  - Meet with the City and Port Gardner Diversion team virtually up to two (2) times to discuss the analysis and present results. Meetings are assumed to be one (1) hour duration each.

**Deliverables:**

Final Documents for bidding:

1. Draft and Final Storm Sensitivity Analysis Technical Memorandum – electronic files (PDF).
2. Review Comment Responses – electronic files (PDF).
3. Full-size Plans – electronic files (PDF).
4. Project Manual Documents – electronic files (PDF).



## **Subtask 2440P – Issue for Bid Documents - Pacific Avenue**

### **Assumptions:**

- See Subsection 2, “Assumptions for Amendment No. 2” in front of this document.
- Same drawings as at 100%.
- Only limited changes, consistent with previous comments and decisions and items noted at the 100% design workshop.
- BNSF Shoring Design and Permit:
  - The shoring design is to facilitate the SRI connection vault construction. The estimated interior shoring dimensions are 20' x 40'.
  - Three rounds of submittals:
    - 90% to City
    - Permit submittal to BNSF
    - Final permit submittal with BNSF comments incorporated.
  - Specifications will be based on the City's APWA and WSDOT format specifications.

### **Activities:**

- The Consultant will visually examine the project site to verify that site conditions have not changed since the time of initial site survey and notify/discuss any significant findings which may have an impact on proposed improvements.
- The Consultant will prepare construction plans and specifications by completing final design and incorporating comments from previous design submittal.
- The Consultant will submit final documents for bidding.
- BNSF Shoring Design and Permit:
  - Review existing conditions and documents.
  - Prepare Geotechnical and Structural Design Recommendations for Shoring Design.
  - Provide shoring design to meet “BNSF UTILITY ACCOMMODATION POLICY” dated February 15, 2024.
  - Prepare and submit permit, draft and final including incorporation of BNSF comments.
    - Includes coordinating with BNSF during the permitting process at the City's direction.
  - Specification updates:
    - Modify Bid Item Description (Division B).
    - Modify Division 1 to add language requiring Contractor to take on schedule risk and permitting requirements related to any contractor initiated shoring changes that impact the BNSF permit.
    - Update special provisions related to shoring (Section 2-09 Structure Excavation).
    - Add Appendix for approved BNSF shoring permit.
  - Drawing updates:
    - Update C114 and C124 with additional shoring requirements.
    - Add two sheet for structural notes related to shoring.
    - Add sheet for shoring plan.
    - Add sheet for shoring details.

- Add sheet for section (to include BNSF required items).
- Additional construction support:
  - Geotechnical Engineer will need to be on site for duration of shoring construction and removal (assumed 10 days).
  - Shoring inspection as-needed while shoring remains installed (assume 1 day).
  - Review Contractor monitoring plan submittals for shoring and adjacent ground movement.

**Deliverables:**

Final Documents for bidding:

1. Review Comment Responses – electronic files (PDF).
2. Review Comment Responses – electronic files (PDF).
3. Full-size Plans – electronic files (PDF).
4. Project Manual Documents – electronic files (PDF).

BNSF Shoring Design and Permit:

1. Permit package (see page 43 of BNSF policy file).
2. Geotechnical Design Memorandum for Shoring Design.
3. Monitoring plan (if required for BNSF permit submittal).
4. Calculations.

**Task 2500 – WSDOT Coordination**

The Consultant will continue to support the completion of Utility and Franchise applications and provide the City with assistance in related coordination with WSDOT, as requested.

**Assumptions:**

- The Consultant has provided an allowance of 16 hours to provide assistance to the City to close out remaining WSDOT franchise documents.

**Activities:**

- Respond to questions and provide updates to submitted documents at the City's request.

**Deliverables:**

- As needed.

**Task 2700 – Estimate of Probable Construction Cost and Construction Schedule**

**Assumptions:**

- City, where available, shall provide Consultant with itemized bid tabulation of similar recent construction bids for use in developing project cost estimates.
- The Consultant will prepare its opinion of probable construction cost in accordance with the Association for the Advancement of Cost Engineering, International (AACEI), considering local

and climatic conditions. The Consultant will utilize available information to estimate potential inflation and escalation costs.

- The Consultant will prepare an estimated construction schedule in MS Project. Construction schedule shall cover construction activities from Notice to Proceed to Final completion, and be coordinated with the City's schedule for design completion, bidding, and contract award. The project schedule shall be developed based on the design-bid-build delivery method. The construction schedule shall include a high level, general list of construction activities for the project and provide an estimated contract duration and completion date.
- However, the Consultant cannot predict future market conditions, or the effect of bidding competition, on the project bid price and schedule. Therefore, the Consultant cannot warrant that bids or ultimate construction cost and schedules will not vary from cost estimates and construction schedules prepared under this task.

#### **Activities:**

##### Prepare ~~100%~~Final Estimate of Probably Construction Cost and Construction Schedule

The Consultant will prepare the final Engineer's Estimate to be used during bidding, by completing final design and incorporating comments from previous design submittal to update the estimate. The final construction cost contingency amount will be added as directed by the City. The Consultant will prepare a Class 1 OPCC (+15%/-10%) at 100% design in accordance with the AACEI recommended practices, and a construction schedule.

#### **Deliverables:**

1. ~~100%~~Final OPCC Estimate and Construction Schedule – electronic files (PDF).

#### **Task 2700P – Estimate of Probable Construction Cost and Construction Schedule – Pacific Avenue**

#### **Assumptions:**

- City, where available, shall provide Consultant with itemized bid tabulation of similar recent construction bids for use in developing project cost estimates.
- The Consultant will prepare its opinion of probable construction cost in accordance with the Association for the Advancement of Cost Engineering, International (AACEI), considering local and climatic conditions. The Consultant will utilize available information to estimate potential inflation and escalation costs.
- The Consultant will prepare an estimated construction schedule.
- However, the Consultant cannot predict future market conditions, or the effect of bidding competition, on the project bid price and schedule. Therefore, the Consultant cannot warrant that bids or ultimate construction cost and schedules will not vary from cost estimates and construction schedules prepared under this task.

#### **Activities:**

##### Prepare ~~100%~~Final Estimate of Probably Construction Cost and Construction Schedule

The Consultant will prepare the final Engineer's Estimate (including new work items in this amendment)

to be used during bidding, by completing final design and incorporating comments from previous design submittal to update the estimate. The final construction cost contingency amount will be added as directed by the City. The Consultant will prepare a Class 1 OPCC (+15%/-10%) at 100% design in accordance with the AACEI recommended practices, and a construction schedule.

**Deliverables:**

1. ~~100%~~Final OPCC Estimate and Construction Schedule – electronic files (PDF).

END OF SCOPE OF WORK  
FOR  
AMENDMENT NO. 2  
CITY OF EVERETT 36<sup>th</sup> ST CSO Storage  
December 2024

**AMENDMENT NO. 2**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF EVERETT**  
**AND JACOBS ENGINEERING GROUP INC.**

EXHIBIT B:  
AMENDMENT NO. 2 LEVEL OF EFFORT COST

City of Everett - Exhibit B-2, Compensation Phase 1 - CSO Storage at 36th Street Amendment No. 2		Jacobs		Project Manager	Design Manager/Project Engineer	Civil Engineer	CAD Lead/Coordinator	Civil 3D	CSI Specifications Manager	Civil QA/QC	Sr. Modeler	Modeler	Mechanical Engineer Lead	Mechanical EIT	Landscape Architecture Lead	Landscape Architecture QA/QC	Mech and OC CAD	Electrical Engineer Lead	Electrical QA/QC	ME Engineer Lead	Electrical and ME Designer	ME QA/QC	Geotechnical Field Engineer	Permit Lead	Lead Geotechnical Engineer	Geotechnical QA/QC	Structural Engineer Lead	Structural Designer	Structural QA/QC	Architectural Lead	Architectural QA/QC	Cost Estimator	Cost QA/QC	Roadway QC	Roadway PE	Roadway EIT	
SUBTASK TITLES		Subtotal by Firm	Jeremy Hollingsworth	Ben Nelson	Paul Taseff	Lafont Goudreau	Qays Ali	Zsely Bourgeois	John Eblum	Shad Rooney	Jade Pereira	Cesar Simmons	Endia Fualal	Chris Peterson	Lorcan French	Noah Harrel	David Taffaren	Dallas Anderson	Yash Tanna	Jan Kansas	Steve Bakken	Jacob Reder	Erika Shook	Paul Davis	Joe Hestley	Ben Ge	Flig Gaden	Shing Goto	Ben Ennam	Blawdcor Jansold	Chris Gato	Ella Magaya	Blann Mann	Andrea Stott	Gary Shapiro		
LABOR																																					
Task 2000 Project Management																																					
Monthly Project Management		150.00	100.00	50.00																																	
Weekly project meetings (up to 2 team members) with City PM		40.00	20.00	20.00																																	
Subtotal		190.00	120.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task 2100 Technical Project Meetings																																					
Tech Coordination Meetings (up to 6 team members) with City PM		24.00								4.00		2.00	2.00	2.00				2.00		2.00				2.00		2.00						2.00			2.00	2.00	
Subtotal		24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	2.00	2.00	2.00	0.00	0.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	2.00	2.00	
Task 2300 Geotechnical Investigation																																					
Reports		4.00																																			
Geotechnical Field Work		10.00																						4.00													
Team Meeting		3.00																						2.00													
Subtotal		17.00	0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task 2440 Bid Documents (100%)																																					
Drawings		187.00	50.00	30.00		6.00	10.00						16.00	16.00	8.00		8.00	12.00		12.00	4.00						12.00				3.00						
Specifications and reports		135.00	50.00	20.00					30.00				8.00	8.00	4.00			4.00		4.00						1.00	4.00				2.00						
QA/QC		30.00								12.00																											
Hydraulics, PGSF Coordination		154.00	10.00	10.00							30.00	114.00																							4.00		
BNSF Shoring Design		0.00																																			
Team Meeting		62.00	6.00	6.00		6.00					2.00		6.00	6.00	6.00			6.00		6.00		3.00					6.00					1.00					
100% Comment Responses		23.00		4.00									2.00	4.00	8.00			2.00		2.00						1.00											
Subtotal		601.00	116.00	70.00	0.00	12.00	10.00	30.00	12.00	32.00	114.00	32.00	34.00	26.00	4.00	8.00	24.00	4.00	4.00	24.00	4.00	7.00	0.00	0.00	0.00	1.00	23.00	0.00	0.00	7.00	2.00	1.00	0.00	4.00	0.00	0.00	
Task 2440P Bid Documents (100%) - Pacific Avenue																																					
Pacific Avenue - Drawings		106.00	20.00	30.00	40.00																																
Pacific Avenue - Specs		77.00	20.00	30.00	12.00			15.00																												8.00	8.00
Pacific Avenue - QA/QC		10.00								6.00																										4.00	
Team Meetings		18.00			6.00																															6.00	6.00
100% Comment Responses		4.00			2.00																															2.00	
BNSF Shoring Design		450.00	20.00	20.00	32.00	6.00																	88.00	16.00	60.00	9.00	142.00	40.00	17.00								
Subtotal		565.00	60.00	80.00	92.00	0.00	6.00	15.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	16.00	60.00	9.00	142.00	40.00	17.00	0.00	0.00	0.00	0.00	4.00	16.00	14.00	
Task 2500P WSDOT Coordination																																					
Draft Utility and Franchise Application Package		0.00																																			
Final Utility and Franchise Application Package		16.00	2.00	10.00	2.00																															2.00	
Coordination Meetings		0.00																																			
Subtotal		16.00	2.00	10.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	
Task 2700 Estimate of Probable Construction Cost and Construction Schedule																																					
IFB OPOC		39.00	2.00	4.00									1.00		1.00			1.00		1.00							1.00						20.00	8.00			
IFB Schedule		9.50	0.50	2.00																													6.00	1.00			
Subtotal		48.50	2.50	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	26.00	9.00	0.00	0.00	0.00	0.00	
Task 2700P Estimate of Probable Construction Cost and Construction Schedule - Pacific Ave																																					
IFB OPOC		42.00	2.00	4.00	4.00																						4.00						20.00	8.00			
IFB Schedule		11.50	0.50	2.00	2.00																												4.00	1.00		2.00	
Subtotal		53.50	2.50	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	24.00	9.00	0.00	2.00	0.00	0.00	
TOTAL Jacobs Hours		1,615.00	303.00	242.00	100.00	12.00	16.00	45.00	18.00	36.00	114.00	35.00	36.00	29.00	4.00	8.00	27.00	4.00	27.00	4.00	7.00	96.00	16.00	71.00	10.00	172.00	40.00	17.00	7.00	2.00	53.00	18.00	8.00	22.00	16.00		
Billing Rate				\$258.64	\$167.24	\$238.81	\$120.89	\$129.75	\$102.58	\$230.42	\$240.95	\$140.70	\$237.97	\$143.44	\$161.93	\$189.35	\$101.06	\$149.77	\$238.75	\$171.25	\$86.85	\$236.29	\$104.10	\$185.20	\$166.73	\$253.50	\$231.56	\$78.97	\$243.70	\$246.86	\$143.63	\$167.03	\$263.90	\$175.66	\$229.51	\$125.30	
Subtotal Cost, \$		\$ 309,641	\$ 78,368	\$ 40,472	\$ 23,881	\$ 1,451	\$ 2,076	\$ 4,616	\$ 4,148	\$ 8,674	\$ 16,040	\$ 8,329	\$ 5,184	\$ 4,696	\$ 757	\$ 808	\$ 4,044	\$ 955	\$ 4,624	\$ 347	\$ 1,654	\$ 9,994	\$ 2,963	\$ 11,838	\$ 2,535	\$ 39,828	\$ 3,159	\$ 4,143	\$ 1,728	\$ 287	\$ 8,853	\$ 4,750	\$ 1,405	\$ 5,049	\$ 2,005		
TOTAL ESTIMATED COST AND FEE, \$		\$ 309,641																																			



## City Council Agenda Item Cover Sheet

**Project title:**

An Ordinance Amending Ordinance No. 3908-22 entitled "Fire Training Center Project", Fund 342, Program 036, to Accumulate Design Costs for the Project

**Council Bill #**

CB 2501-01

**Agenda dates requested:****Briefing**

Proposed Action 1/22/2025

Proposed Action 1/29/2025

**Consent**

Action 2/5/2025

Ordinance ☒

**Public hearing**

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

Funding Ordinance

**Department(s) involved:**

Fire  
Parks & Facilities

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Fire Training Center

**Partner/Supplier:** Rice Fergus Miller, Inc.

**Location:** 2100 W Marine View Drive

**Preceding action:** [Ordinance 3908-22](#)

**Fund:** Fund 342, Program 036 and EMS Fund 153

**Fiscal summary statement:**

On November 16<sup>th</sup>, 2022, City Council adopted a funding Ordinance to partially fund the design of the proposed Fire Training Center Project in the amount of \$400,000. This proposed Ordinance will provide an additional \$200,000 for the design of the Fire Training Center Project. The source of the funds for continued design is from EMS Fund 153. The additional funds will cover design cost to provide permit documents. Funds will be appropriated to Fund 342 Program 036.

The City applied for a grant opportunity through the Washington State Department of Commerce (DOC) and Defense Community Infrastructure Program (DCIP) to fund design and construction. The DCIP grant requires permit/construction ready plans/specifications which this ordinance will fund. Application submission for the grant will occur in June 2025.

**Project summary statement:**

The City of Everett intends to build a firefighting training facility which would support the training of firefighters who would respond to Naval Station Everett in the event of a structural or shipboard fire. The proposed location is 1.8 acres of property already owned by the City and is adjacent to Naval Station Everett.

The scope of service includes schematic, architectural, and engineering designs, permitting, construction documents, and construction management for an approximately 78,400 SF site. The proposed firefighting training center will consist of a multi-story burn structure prop with features of both structural and shipboard firefighting challenges, including a propane-fueled live-fire simulator, classroom facility, locker rooms for men and women, and vehicle storage facility with restrooms.

The funding ordinance is for continued design and permit document services. Staff will return to council at a future date to amend the ordinance to fund the remainder of the design when awarded the grants from Washington State DOC and DCIP.

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

Adopt an Ordinance amending Ordinance 3908-22 entitled "Fire Training Center Project", fund 342, program 036, to accumulate design costs for the project.



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

**An Ordinance Amending Ordinance 3908-22 entitled “Fire Training Center Project”, fund 342, program 036, to accumulate design costs for the project.**

**WHEREAS,**

- A.** The City Council recognizes the need to have adequately trained Fire department personnel.
- B.** The City Council recognizes the need for firefighting response for both structural and naval vessels.
- C.** The City Council recognizes the need for a suitable training facility to improve coordination for firefighting response at Naval Station Everett.
- D.** The City Council adopted Resolution No. 7817, which identified the Fire Training Center project as an approved use of COVID Relief Program funds.
- E.** The City Council recognizes Ordinance 3908-22, was established as Fund 342, Program 036 entitled “Fire Training Center Project” to accumulate the initial design work for the project.
- F.** The City Council recognizes the need for additional funding to continue the design.

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

**Section 1.** Section 4 of Ordinance No. 3908-22 which reads as follows:

The sum of \$400,000.00 is hereby appropriated to Fund 342, Program 036, “Fire Training Center Project” as follows:

<b>A. Use of Funds</b>		
	<u>Initial Design</u>	<u>\$400,000.00</u>
	Total	\$400,000.00
<b>B. Source of Funds</b>		
	<u>Fund 155 – ARPA (ALN 21.027; FAIN SLFRP0494)</u>	<u>\$400,000.00</u>
	Total	\$400,000.00

Be and the same is hereby amended to read as follows:



The sum of \$600,000.00 is hereby appropriated to Fund 342, Program 036, “Fire Training Center Project” as follows:

A. Use of Funds

Initial Design	\$400,000
<u>Additional Design</u>	<u>\$200,000</u>
Total	\$600,000

B. Source of Funds

Fund 155 – COVID Relief Program	\$400,000
Fund 153 – EMS	<u>\$200,000</u>
Total	\$600,000

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

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

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

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

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



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

ATTEST:

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

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

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

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

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



**Project title:** An Ordinance Closing a Special Improvement Project Entitled “Lowell Riverfront Park Renovation”, Fund 354, Program 080, as Established by Ordinance No. 3899-22.

**Council Bill #**

CB 2501-02

**Agenda dates requested:**

Briefing

Proposed action 1/22/2025

Proposed action 1/29/2025

Consent

Action 2/05/2025

Ordinance X

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Closing Ordinance

**Department(s) involved:**

Parks &amp; Facilities

Administration

**Contact person:**

Bob Leonard

**Phone number:**

(425) 257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:***RML*

Department head

Administration

Council President

**Project:** Lowell Riverfront Park Renovation**Partner/Supplier:** City of Everett, Public Works Department**Location:** 3505 Lowell Snohomish River Road, Everett, WA**Preceding action:** [Funding Ordinance 3899-22](#)**Fund:** Fund 354, Program 080**Fiscal summary statement:**

The source of funds for the Lowell Riverfront Park Renovation was Capital Improvement Program 3 (CIP-3) in the amount of \$250,000. The project was completed at a total cost of \$209,866. All expenses for the project have been paid. The remaining balance of \$40,134 will be transferred to CIP-3.

**Project summary statement:**

This project made enhancements to the existing asphalt trail, removed encroaching tree roots, leveled picnic areas, and installed 6 benches. Understory vegetation alongside the trail was enhanced with native plantings. Root barrier was installed alongside sections of the trail to prevent future root invasion.

All work has been completed to the satisfaction of the Parks and Facilities Department.

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

Adopt an Ordinance closing a Special Improvement Project entitled “Lowell Riverfront Park Renovation”, Fund 354, Program 080, as established by Ordinance No. 3899-22.

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

**An ORDINANCE closing a special improvement project entitled “Lowell Riverfront Park Renovation”, Fund 354, Program 080, as established by Ordinance No. 3899-22.**

**WHEREAS,**

- A.** The Parks special improvement project “Lowell Riverfront Park Renovation”, Fund 354, Program 080, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

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

**Section 1.** That the special improvement project fund 354, program 080 “Lowell Riverfront Park Renovation”, to be closed.

**Section 2.** That the final revenues and expenses for the “Lowell Riverfront Park Renovation”, Fund 354, Program 080, are as follows:

**REVENUES**

Fund 354 – CIP 3	<u>\$250,000</u>
<b>Total</b>	<b>\$250,000</b>

**EXPENSES**

Construction	\$209,866
Transfer out – to CIP 3	<u>\$ 40,134</u>
<b>Total</b>	<b>\$250,000</b>

**Section 3.** That the remaining balance of \$40,134 be transferred to CIP 3.

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

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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



**Project title:**

An Ordinance Amending Ordinance 3952-23 Entitled "Parks Restrooms Renovation Project", Fund 354, Program 088, to Accumulate all Costs for the project

**Council Bill #**

CB 2501-03

**Agenda dates requested:**

Proposed Action 1/22/2025

Proposed Action 1/29/2025

Consent

Action 2/5/2025

Ordinance ☒

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

Funding Ordinance

**Department(s) involved:**

Parks &amp; Facilities

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Project:** Parks Restrooms Renovations**Partner/Supplier:** TBD**Location:** Thornton A. Sullivan Park, Legion Park, and Forest Park.**Preceding action:** [Ordinance 3952-23](#)**Fund:** Fund 354, Program 088 (CIP-3)**Fiscal summary statement:**

On May 3, 2023 City Council adopted a funding Ordinance to fund the design of the proposed Parks Restroom Renovations Project in the amount of \$240,000. This proposed Ordinance will provide an additional \$990,000 which includes all costs related to the renovation/construction costs for the three restrooms. The source of funds for this project is CIP-3.

**Project summary statement:**

The Parks department will renovate three existing Park's restrooms located at Thornton A. Sullivan Park, Legion Park, and Forest Park. This project will upgrade the restrooms to be ADA compliant and will renovate existing facilities to include family-style restrooms in the parks.

The anticipated start of construction is spring of 2025.

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

Adopt an Ordinance amending Ordinance 3952-23 Entitled "Parks Restrooms Renovation Project", Fund 354, Program 088, to accumulate all costs for the project.

**Initialed by:***RML*

Department head

Administration

Council President



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

**An Ordinance amending Ordinance no. 3952-23 Entitled “Parks Restrooms Renovation Project”, Fund 354, Program 088, to accumulate all costs for the project**

**WHEREAS,**

- A.** The City Council recognizes the need to maintain City Park facilities.
- B.** The City is committed to the renovation of the restrooms at Thornton A. Sullivan Park, Legion Park, and Forest Park which require repairs and upgrades.
- C.** The City understands the importance and significance to upgrade the restrooms to be ADA compliant and build additional family-style restrooms in the parks.

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

**Section 1:** Section 4 of ordinance no. 3952-23 which reads as follows:

The sum of \$240,000 is hereby appropriated to Fund 354 Program 088, Multiple Restroom Renovation Project Fund.

A.	Use of Funds	
	Design	<u>\$240,000.00</u>
	Total	\$240,000.00

B.	Source of Funds	
	CIP-3	<u>\$240,000.00</u>
	Total	\$240,000.00

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

Be and the same is hereby amended to read as follows:

The sum of \$1,230,000 is hereby appropriated to Fund 354, Program 088, “Parks Restrooms Renovation Project” as follows:

- |                 |                   |
|-----------------|-------------------|
| A. Use of Funds |                   |
| Design          | \$ 240,000        |
| Construction    | <u>\$ 990,000</u> |
| Total           | \$1,230,000       |
- 
- |                    |                    |
|--------------------|--------------------|
| B. Source of Funds |                    |
| CIP-3              | <u>\$1,230,000</u> |
| Total              | \$1,230,000        |
- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

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

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

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

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



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

ATTEST:

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

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

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

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

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

**Project title:** An Ordinance Closing a Special Improvement Project Entitled, Wiggums Hollow Playground Replacement, Fund 354, Program 081, as Established by Ordinance No. 3951-23

**Council Bill #**

CB 2501-05

**Agenda dates requested:**

Briefing

Proposed action 1/22/2025

Proposed action 1/29/2025

Consent

Action 2/5/2025

Ordinance ☒

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

Closing Ordinance

**Department(s) involved:**

Parks &amp; Facilities

Administration

**Contact person:**

Bob Leonard

**Phone number:**

(425) 257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:***RML*

Department head

Administration

Council President

**Project:** Wiggums Hollow Playground Replacement**Partner/Supplier:** King County Director's Association (KCDA)**Location:** 2810 10<sup>th</sup> Street Everett, WA**Preceding action:** [Ordinance 3951-23](#)**Fund:** Fund 354, Program 081 (CIP 3)**Fiscal summary statement:**

The source of funds for the Wiggums Hollow Playground Replacement Project was Capital Improvement Program 3 (CIP-3) in the amount of \$718,000. The project was completed at a total cost of \$681,419. All expenses for the project have been paid. The remaining balance of \$36,581 will be transferred back to CIP-3.

**Project summary statement:**

The current playground was added as a vital park amenity in 2002 and has since become one of the most used and beloved playgrounds in the Delta Neighborhood.

This replacement and renovation project accomplished several goals by providing updated playground equipment for pre-school and school-age children that meet or exceed current industry standard, fulfilling our standard of providing accessible and inclusive recreational facilities for users of all abilities complying with ADA standards, and providing new synthetic turf playground surface with fall attenuating substrate.

All work was completed on time and within budget and to the full satisfaction of the Parks and Facilities Department.

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

Adopt an Ordinance closing a Special Improvement Project entitled, Wiggums Hollow Playground Replacement, Fund 354, Program 081, as established by Ordinance No. 3951-23.



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

**An ORDINANCE closing a special improvement project entitled “Wiggums Hollow Playground Replacement”, Fund 354, Program 081, as established by Ordinance No. 3951-23**

**WHEREAS,**

- A.** The Wiggums Hollow Playground Replacement, Fund 354, Program 081 was established to provide the design and construction cost for the improvements at Wiggums Hollow Playground.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

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

**Section 1.** That the special improvement project fund, Fund 354, Program 081 “Wiggums Hollow Playground Replacement”, to be closed.

**Section 2.** That the final revenues and expenses for “Wiggums Hollow Playground Replacement” Fund 354, Program 081 are as follows.

**REVENUES**

CIP 3	<u>\$718,000</u>
Total	\$718,000

**EXPENSES**

Construction	\$681,419
Transfer out - to CIP 3	<u>\$ 36,581</u>
Total	\$718,000

**Section 3.** That the remaining balance of \$36,581 be transferred to CIP 3.

**Section 4.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary

corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

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Cassie Franklin, Mayor

ATTEST:

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City Clerk

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

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

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

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



**Project title:** An Ordinance creating a special improvement project entitled “Port Gardner Storage Facility” Fund 336, Program 024, and repealing Ordinance No. 3816-21.

**Council Bill #**

CB 2501-04

**Agenda dates requested:**

Briefing 1/22/25  
Proposed action 1/29/25  
Consent  
Action 2/5/25  
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:**

Jeff Marrs

**Phone number:**

425-257-8967

**Email:**

jmarrs@everettwa.gov

**Initialed by:**

*RLS*

Department head

Administration

Council President

**Consideration:** Plans & Systems Ordinance

**Project:** Port Gardner Storage Facility

**Partner/Supplier:** WA State Department of Ecology

**Location:** W. Marine View Drive

**Preceding action:** [Ordinance No. 3816-21, approved on 8/18/21](#)

**Fund:** Fund 336 – Water and Sewer System Improvements Fund

**Fiscal summary statement:**

Ordinance 3816-21 authorized an appropriation of \$39,600,000 for the design phase (including selective demolition of existing structures) of the project.

Construction funding is now needed, and additional funding in the amount of \$111,200,000 will be required. This new ordinance is necessary to program the additional funds needed for the construction phase of the project.

This Ordinance will repeal Ordinance 3816-21, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$ 39,600,000
Construction Phase (newly programmed)	<u>\$111,200,000</u>
Total Project Costs	\$150,800,000

The total programmed available funding for design and construction of the project increased by \$111,200,000 and is now \$150,800,000.

The funding sources for this project will be as follows:

WA State Department of Ecology Grant	\$ 3,765,955
Fund 401 - Water and Sewer Utility	<u>\$147,034,045</u>
Total source of funds	\$150,800,000

The department is actively pursuing additional grants. If awarded, this will reduce the local contributions to the project.

**Project summary statement:**

The former Kimberley-Clark Wastewater Treatment Plant is being re-purposed to serve as the City’s future Port Gardner Storage Facility (PGSF) to meet the requirements of Ecology Agreed Order No. 11638, and bring Puget Sound Outfalls 4 through 7 into regulatory compliance by December 31, 2027.

The PGSF site improvements are being implemented in two phases; demolition and storage facility construction. Design and demolition are complete, and facility construction is underway.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Port Gardner Storage Facility” Fund 336, Program 024, and repealing Ordinance No. 3816-21.



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

**An ORDINANCE creating a special improvement project entitled “Port Gardner Storage Facility” Fund 336, Program 024, and repealing Ordinance No. 3816-21.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct new facilities to comply with emerging regulations.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 024, entitled “Port Gardner Storage Facility” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3816-21 is hereby repealed.

**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 \$150,800,000 is hereby appropriated to Fund 336, Program 024, “Port Gardner Storage Facility” as follows:

A. Estimated Project Design and Construction Costs	\$ 150,800,000
B. Source of Funds	
WA State Department of Ecology Grant	\$ 3,765,955
Fund 401 – Water/Sewer Utility Fund	<u>\$ 147,034,045</u>
Total Funds	\$ 150,800,000

**Section 4.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors,

references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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

**Project title:** An Ordinance creating a special improvement project entitled “Water Pollution Control Facility Combined Conveyance Improvements” Fund 336, Program 032, and repealing Ordinance No. 3881-22.

**Council Bill #**

CB 2501-06

**Agenda dates requested:**

Briefing 1/22/25  
Proposed action 1/29/25  
Consent  
Action 2/5/25  
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:**

Jeff Marrs

**Phone number:**

425-257-8967

**Email:**

jmarrs@everettwa.gov

**Initialed by:**

*RLS*

Department head

Administration

Council President

**Consideration:** Plans & Systems Ordinance

**Project:** Water Pollution Control Facility Combined Conveyance Improvements

**Partner/Supplier:**

**Location:** Water Pollution Control Facility (WPCF)

**Preceding action:** [Ordinance 3881-22, approved on 7/6/22](#)

**Fund:** Fund 336 – Water and Sewer System Improvements Fund

**Fiscal summary statement:**

Ordinance 3881-22 authorized an appropriation of \$2,000,000 for design of the project.

Additional funding in the amount of \$20,100,000 is required to complete the project. This new ordinance is necessary to program the additional funds needed for the construction phase of the project.

This Ordinance will repeal Ordinance 4013-24, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$ 2,000,000
Construction Phase (newly programmed)	<u>\$ 20,100,000</u>
Total Project Costs	\$ 22,100,000

The total programmed available funding for design and construction of the project increased by \$20,100,000 and is now \$22,100,000.

The funding sources for this project will be as follows:

Fund 401 - Water and Sewer Utility	<u>\$ 22,100,000</u>
Total source of funds	\$ 22,100,000

**Project summary statement:**

This project encompasses improvements to the treatment process at the Water Pollution Control Facility. Currently, peak flows (wet weather flows) that exceed the plant headworks and the primary clarifier capacities are bypassed to the head of Aerated Cell 1. These peak flows subsequently wash solids out of the aerated cells and into the recirculation channel and the oxidation pond. The Combined Conveyance Improvements Project will bypass the peak flows directly to the recirculation channel, preventing solids washout from the aerated cells to the recirculation channel and the oxidation pond.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Water Pollution Control Facility Combined Conveyance Improvements” Fund 336, Program 032, and repealing Ordinance No. 3881-22.





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

**An ORDINANCE creating a special improvement project entitled “Water Pollution Control Facility Combined Conveyance Improvements” Fund 336, Program 032, and repealing Ordinance No. 3881-22.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct new facilities to comply with emerging regulations.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 032, entitled “Water Pollution Control Facility Combined Conveyance Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3881-22 is hereby repealed.

**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 \$22,100,000 is hereby appropriated to Fund 336, Program 032, “Water Pollution Control Facility Combined Conveyance Improvements” as follows:

A. Estimated Project Design and Construction Costs	\$ 22,100,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$ 22,100,000</u>
Total Funds	\$ 22,100,000

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

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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

**Project title:** An Ordinance creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 4002-24.

**Council Bill #**

CB 2501-07

**Agenda dates requested:**

Briefing 1/22/25

Proposed action 1/29/25

Consent

Action 2/5/25

Ordinance X

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Proposed Ordinance

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Tom Hood

**Phone number:**

(425) 257-8809

**Email:**

thood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Consideration:** Plans & Systems Ordinance

**Project:** Edgewater Creek Bridge Replacement

**Partner/Supplier:** WA State Department of Transportation (WSDOT)

**Location:** Mukilteo Boulevard at Shore Avenue

**Preceding action:** [Ordinance No. 3636-18, approved on 11/21/18](#)  
[Ordinance No. 3719-19, approved on 12/18/19](#)  
[Ordinance No. 4002-24, approved on 2/21/24](#)

**Fund:** Fund 303 – Public Works Improvement Projects  
**Fiscal summary statement:**

Ordinance 4002-24 authorized an appropriation of \$34,000,000 for design and construction of the project.

The City was awarded an additional \$850,000 DEMO grant from WSDOT in Congressionally Directed Spending funds. This new ordinance is necessary to program the additional grant funds received.

This Ordinance will repeal Ordinance 4002-24, and authorizes the following appropriations to be programmed:

Design and Construction (previously programmed)	\$ 34,000,000
Additional grant funds (newly programmed)	\$ 850,000
Total Project Costs	\$ 34,850,000

The total programmed available funding for design and construction of the project increased by \$850,000 and is now \$34,850,000.

The funding sources for this project will be as follows:

Bridge Program – Federal Funds	\$ 25,000,000
DEMO Grant ID # WA329 & WA368	\$ 3,850,000
Fund 157 – Traffic Mitigation	\$ 6,000,000
Total Funds	\$ 34,850,000

**Project summary statement:**

This project will remove and replace the existing Edgewater Creek Bridge, which was built in 1946 and is a vital link in a chain of three bridges that provide the only access to neighborhoods along Mukilteo Boulevard.

The existing bridge is a non-redundant two girder composite deck concrete structure that is structurally deficient in load capacity. In addition, the bridge is seismically vulnerable and functionally obsolete due to narrow substandard traffic lanes and sidewalks.

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

Adopt an Ordinance creating a Special Improvement Project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 4002-24.



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

**An ORDINANCE creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, and repealing Ordinance No. 4002-24**

**WHEREAS,**

- A.** The City of Everett is committed to replacing structurally deficient and functionally obsolete bridge infrastructure.
- B.** The bridge over Edgewater Creek requires complete replacement.
- C.** The City of Everett has identified the need and obtained Federal funds to remove and replace the existing structure.
- D.** Ordinance No. 4002-24 obligated funds for the design and construction and there is need to program additional federal grant funding.

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

**Section 1.** Ordinance No. 4002-24 is hereby repealed.

**Section 2.** A special improvement project is hereby established as Fund 303, Program 115, entitled “Edgewater Creek Bridge Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

**Section 3.** Authorization is hereby granted for the “Public Works Director” or “City Engineer” under 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 4.** The sum of \$34,850,000 is hereby appropriated to Fund 303, Program 115, “Edgewater Creek Bridge Replacement” as follows:

A.	Estimated Project Costs	\$34,850,000
B.	Source of Funds	
	Bridge Program – Federal Funds BRM-2776(009)	\$25,000,000
	DEMO Grant – ID # WA329 and WA368	3,850,000

Fund 157 – Traffic Mitigation  
Total Funds

6,000,000  
\$34,850,000

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

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

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

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

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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

**Project title:** Adopt a Resolution declaring Everett’s commitment to a goal to significantly reduce traffic fatalities and serious injuries in the City among all road users by 2050.

**Council Bill #**

**Agenda dates requested:**

January 22, 2025

Briefing ☒

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

X Yes ☒ No

**Attachments:**

Resolution

**Department(s) involved:**

Public Works

**Contact person:**

Corey Hert

**Phone number:**

425-257-8887

**Email:**

CHert@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Vision Zero Everett

**Partner/Supplier:** Subrecipient of SS4A grant by agreement with Puget Sound Regional Council

**Location:** Citywide

**Preceding action:** [November 8, 2023](#) - Authorized the Mayor to sign the Safe Streets for All (SS4A) Safety Action Plan grant agreement with the Puget Sound Regional Council.

**Fund:** 024 – Engineering and Public Services

## Fiscal summary statement:

Funding for the Safety Action Plan is a \$788,363 Federal grant award and local matching funds of \$197,090 from Fund 024 – Engineering and Public Services for a total programmed available funding of \$985,453.

## Project summary statement:

The City of Everett is developing a robust Comprehensive Safety Action Plan, “Vision Zero Everett” in accordance with the requirements of the US Department of Transportation’s (USDOT) Safe Streets and Roads for All (SS4A) program. This focus of the Safety Action Plan will be reduction and eventual elimination of roadway fatalities and serious injuries by the year 2050. Vision Zero Everett promotes the idea that traffic deaths are preventable and there should be integration of human failure into solutions. Vision Zero Everett will be created with a Vision Zero mindset and systemic approach to safety.

As part of the SS4A funding requirements, a successful plan will have a leadership commitment and an official public commitment, by resolution of City Council, to achieve an eventual goal of zero roadway fatalities and serious injuries. By making a commitment to this goal, Public Works will measure progress regularly, ensuring that the first goal is met (significant reduction in traffic fatalities and serious injuries), while striving to complete the second goal (zero traffic fatalities and serious injuries).

## Recommendation (exact action requested of Council):

Adopt a Resolution declaring the City of Everett’s commitment to significantly reduce traffic fatalities and serious injuries in the City among all road users by 2050 with a Vision Zero goal to achieve zero fatalities and serious injuries.

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

**A resolution committing to a goal to significantly reduce traffic fatalities and serious injuries in the City among all road users by 2050 with a Vision Zero goal to achieve zero fatalities and serious injuries.**

**WHEREAS,**

- A. 9,210 crashes have occurred on Everett’s roadways resulting in 46 fatalities and 274 serious injuries from 2019 to 2023; and
- B. Crashes that result in death or serious injury are largely preventable, and the City of Everett Council acknowledges that the only acceptable goal is to eliminate deaths and serious injuries to all roadway users; and
- C. Vision Zero is a holistic strategy to eliminate traffic fatalities and serious injuries of all road users, while increasing safe and equitable mobility options for all; and
- D. The City cannot fully control all of the factors that contribute to collisions, such as distractions, impairment, and aggressive driving, the City can still play a crucial role in promoting traffic safety; and
- E. The City can encourage individuals to adopt a mindset of a prosocial traffic safety culture, recognizing responsibility is shared in ensuring the safety of our roadways and requiring making conscious daily decisions that prioritize safety; and
- F. The Vision Zero Everett Safety Action Plan presents the City’s commitment and strategies to reduce deaths and serious injuries to all roadway users.

**NOW THEREFORE, BE IT RESOLVED that the Everett City Council hereby commits to:**

- 1. The City Council supports proactively utilizing a “Safe System Approach” to improve safety for all road users, rather than relying on a reactive approach to address roadway fatalities and serious injuries, and
- 2. The City Council declares that any roadway fatality or serious injury is unacceptable and supports reasonable measures to prevent roadway crashes and supports Vision Zero principles, and
- 3. The City Council establishes a goal to eliminate traffic deaths and serious injuries in the City of Everett by 2050.

4. The Director of Public Works or their designee will measure the progress towards these goals and will provide quantitative metrics that are reported annually.

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Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Council President



**Project title:** Legislative Session Preview and Update

**Council Bill #**

**Agenda dates requested:**

Briefing 01/22/25

Proposed action

Consent

Action

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

2025 Legislative Priorities  
Document

**Department(s) involved:**

Administration

**Contact person:**

Jennifer Gregerson

**Phone number:**

**Email:**

jgregerson@everettwa.gov

**Project:** 2025 Legislative Session Advocacy Efforts

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

**Location:**

**Preceding action:**

**Fund:**

**Fiscal summary statement:** NA

**Project summary statement:**

The 2025 Legislative Session began in Olympia on January 13. The City's state lobbyist, Trevor Justin, will deliver a session preview and update on the City's priorities and key issues for the upcoming session.

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

Council to receive a briefing from city staff and state lobbyist.

**Initialed by:**

Department head

Administration

Council President

# VISION ZERO EVERETT

A blueprint for transportation safety

Everett City Council meeting

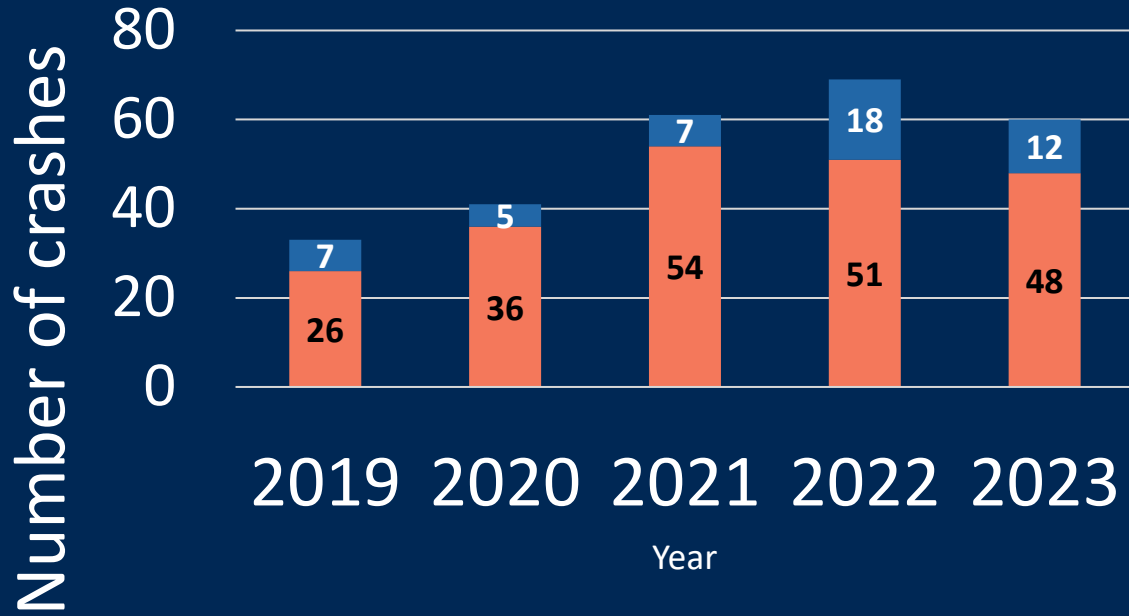
January 22, 2025

# Safe Streets and Roads for All (SS4A)

- Bipartisan Infrastructure Law (BIL)
  - Established SS4A grant program
  - \$5 billion over 5 years (FY22-26)
  - Two grant types:
    - Planning & demonstration
    - Implementation
- Planning and demonstration grant to City of Everett
  - \$788,000 total
  - \$197,000 local match

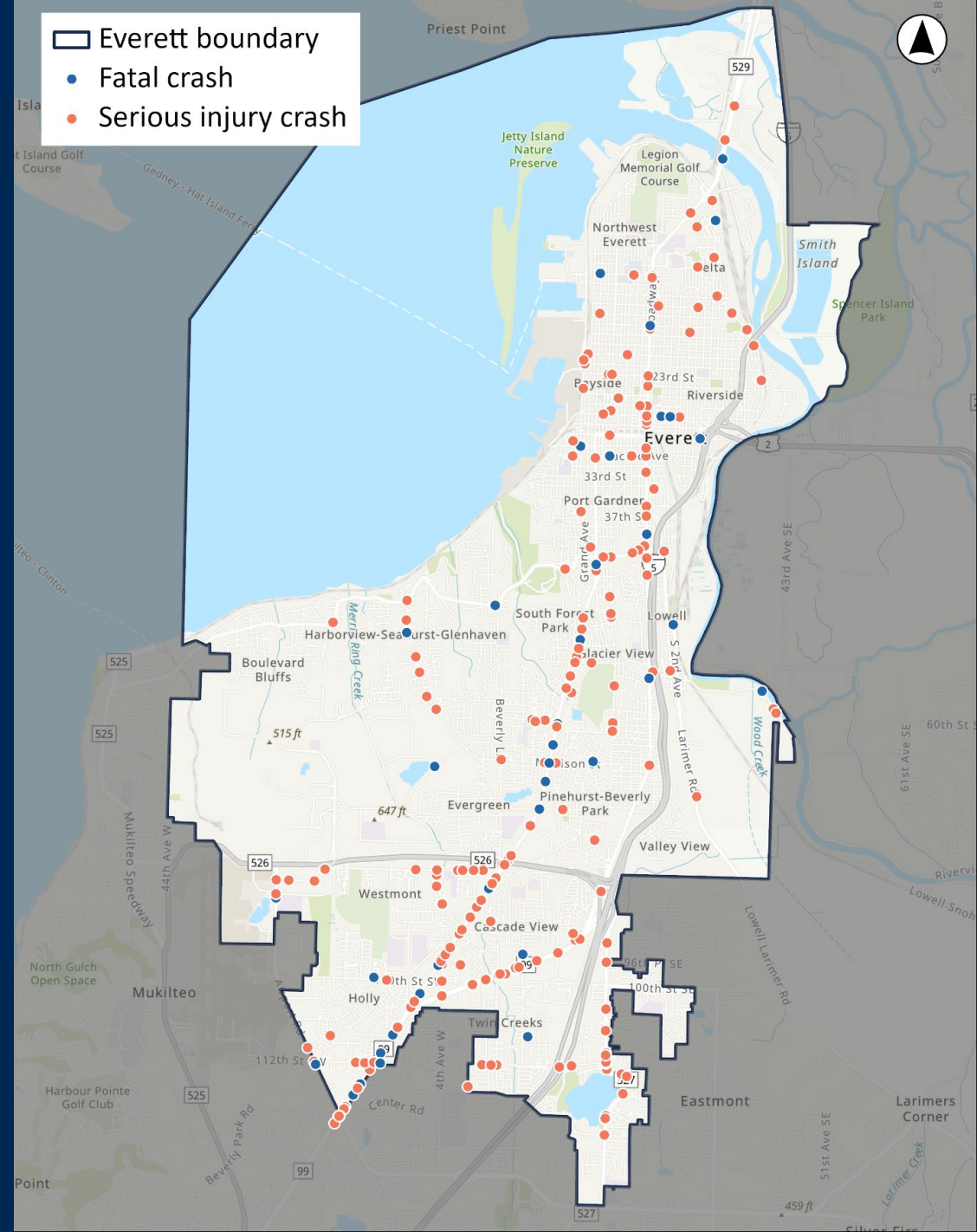


# Fatal and serious injury crashes in Everett

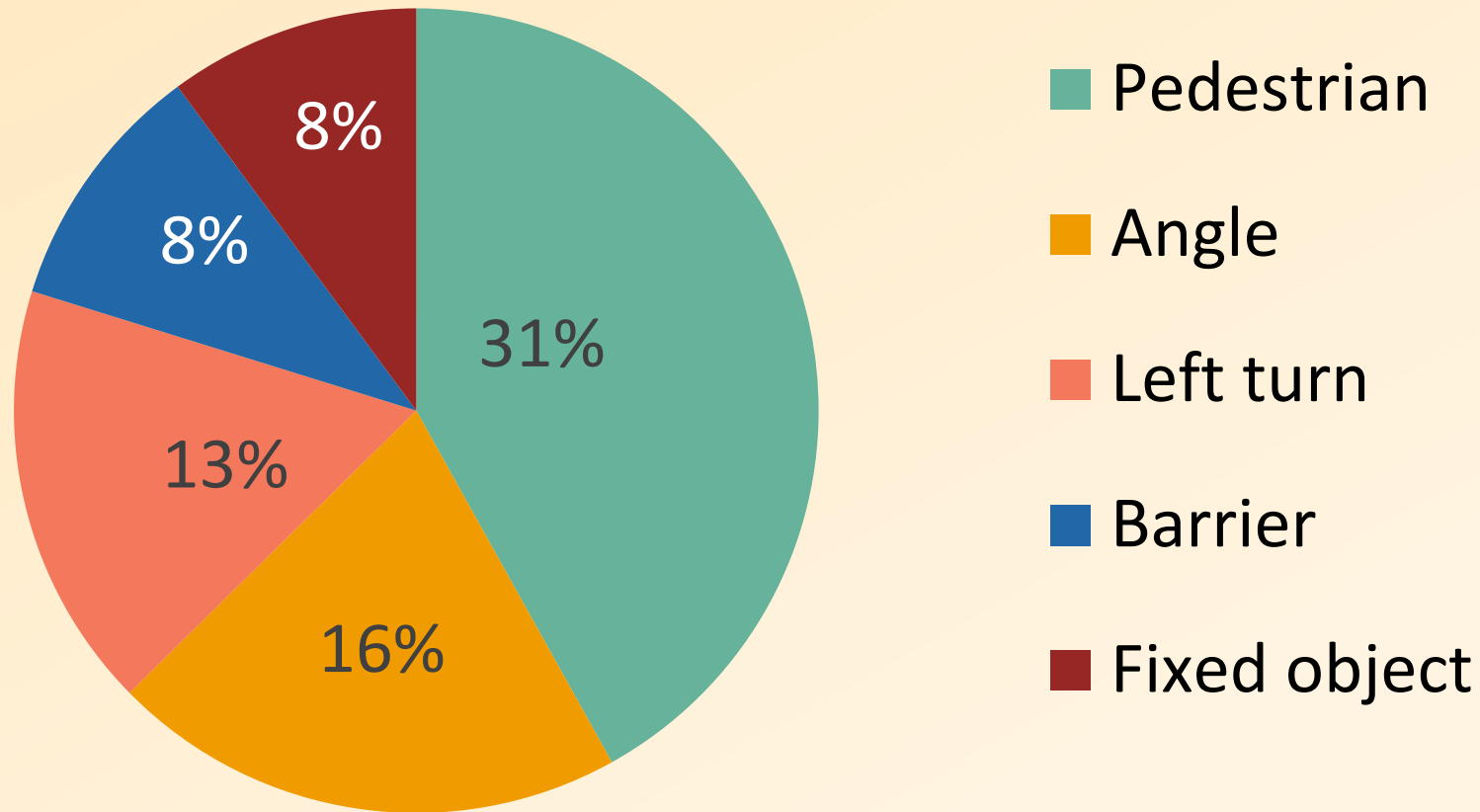


■ Fatal crash

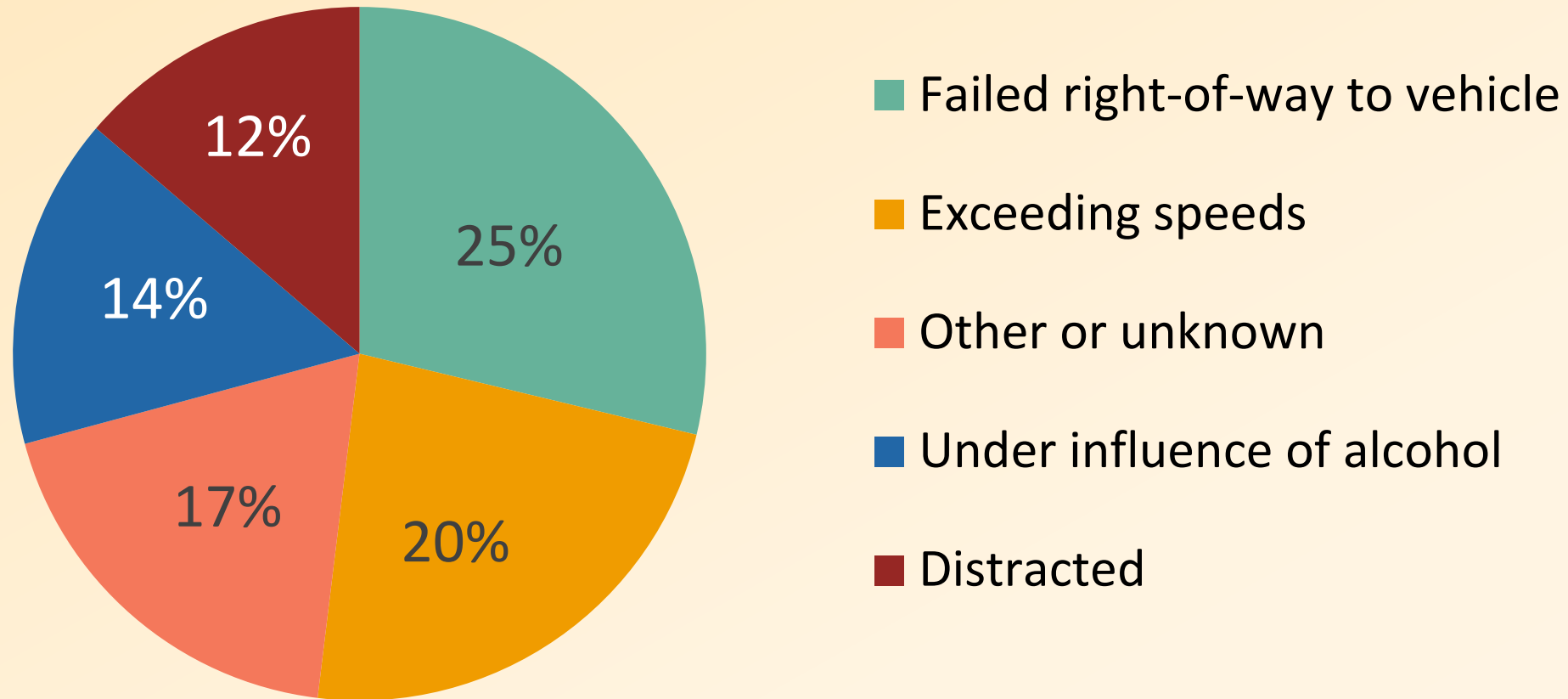
## ■ Serious injury crash



# Top five fatal and serious injury crash types

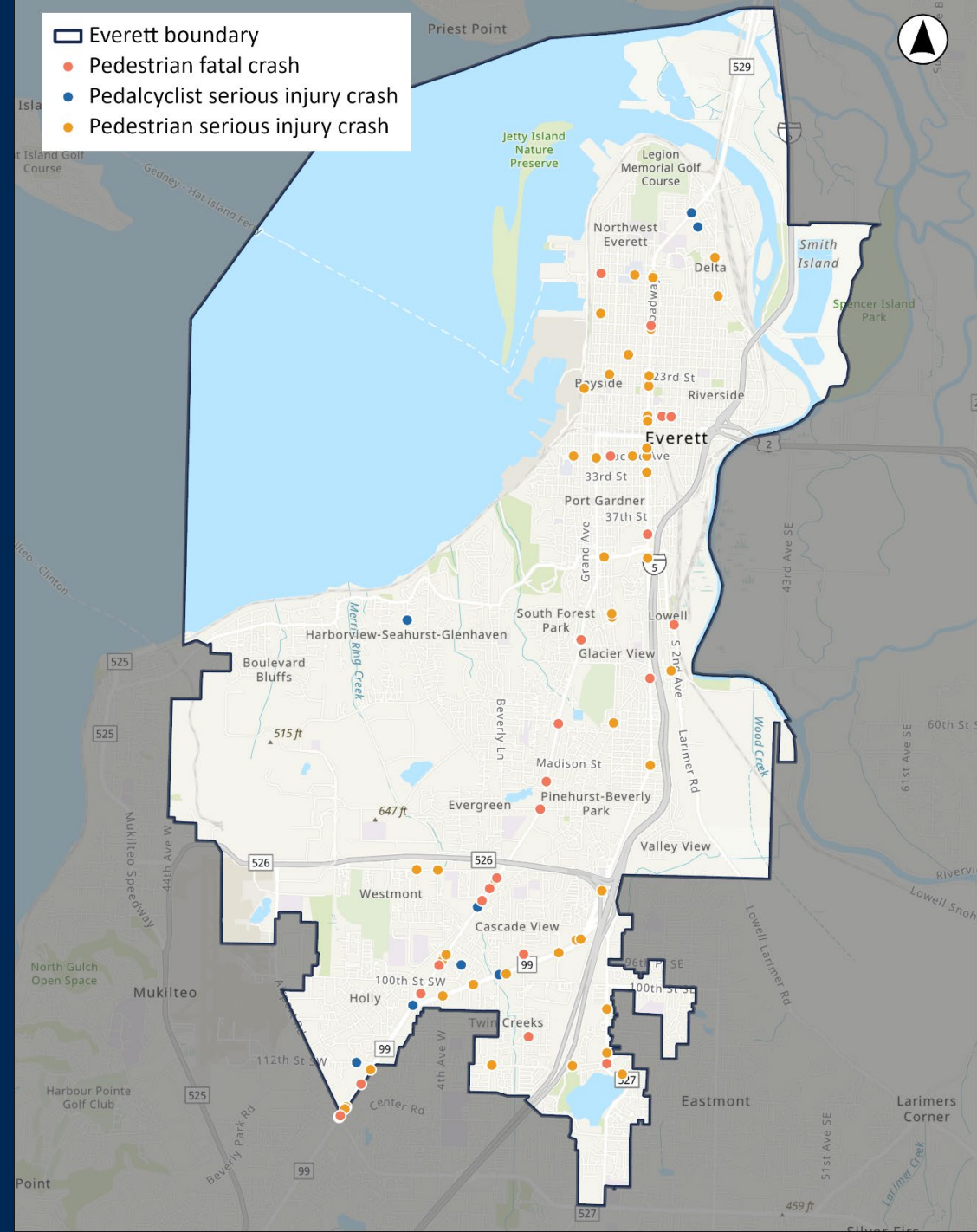
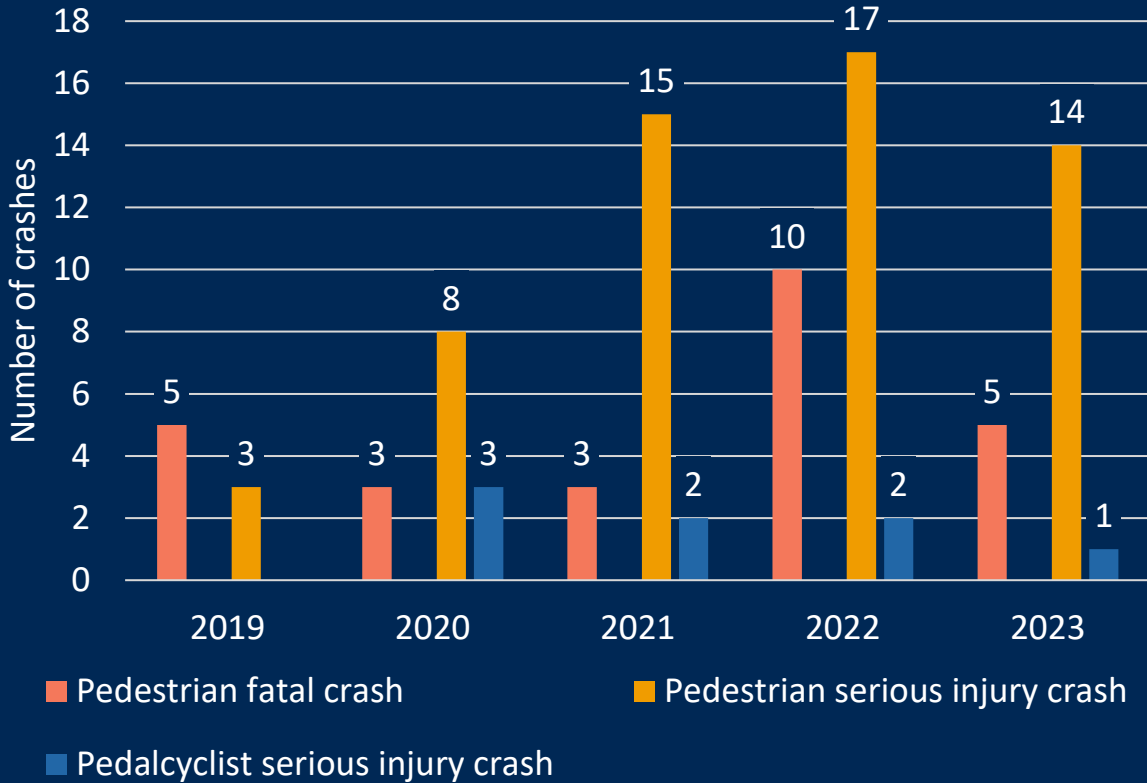


# Top five fatal and serious injury contributing factors





# Active transportation crashes in Everett



# Safety Action Plan tasks

1 Leadership commitment and goal setting

2 Planning structure

3 Safety analysis

4 Engagement and collaboration

5 Equity considerations

6 Policy and process changes

7 Strategy and project selection

8 Progress and transparency





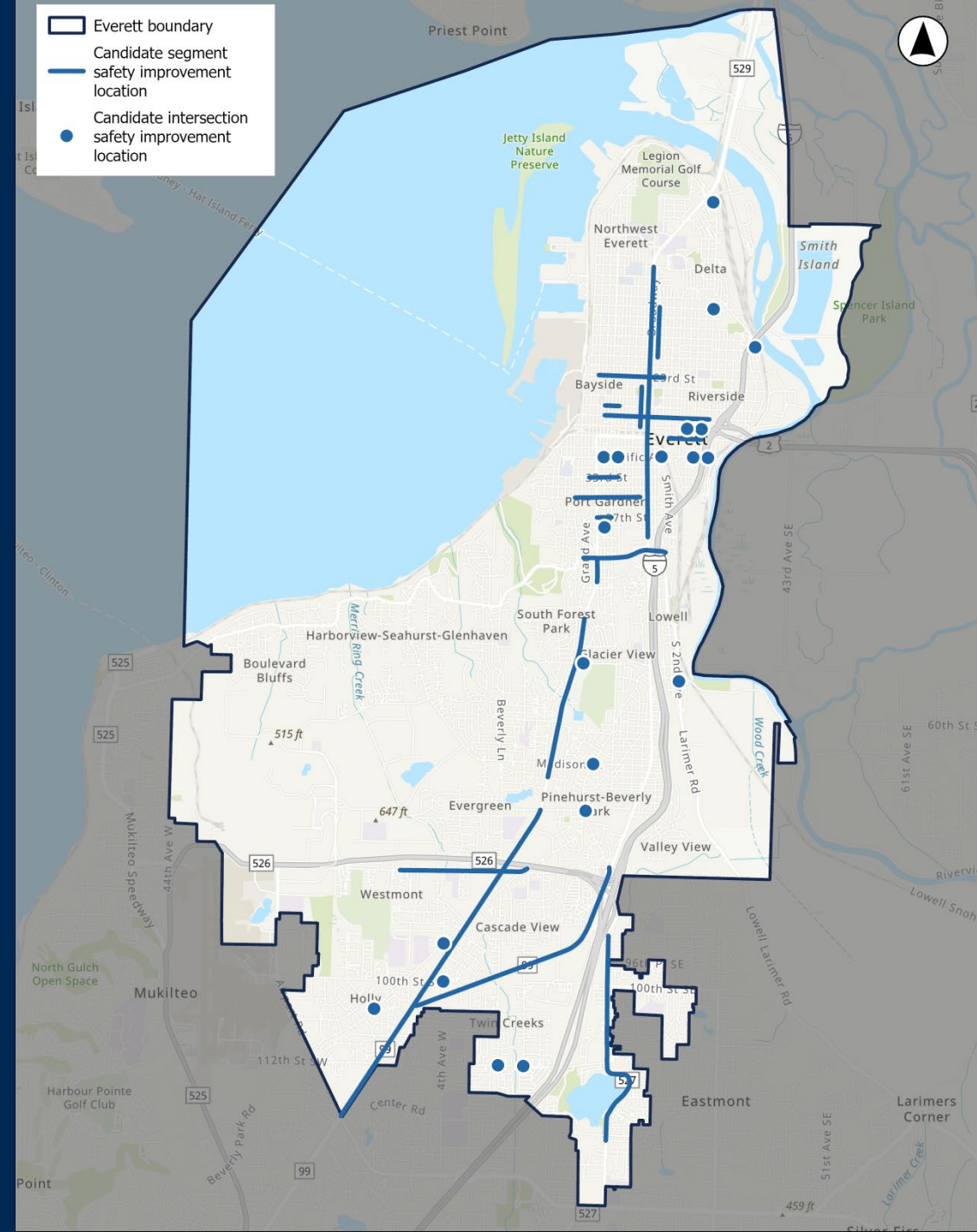
# Safe System Approach

How do we reach  
zero deaths?



# Candidate safety improvement project locations

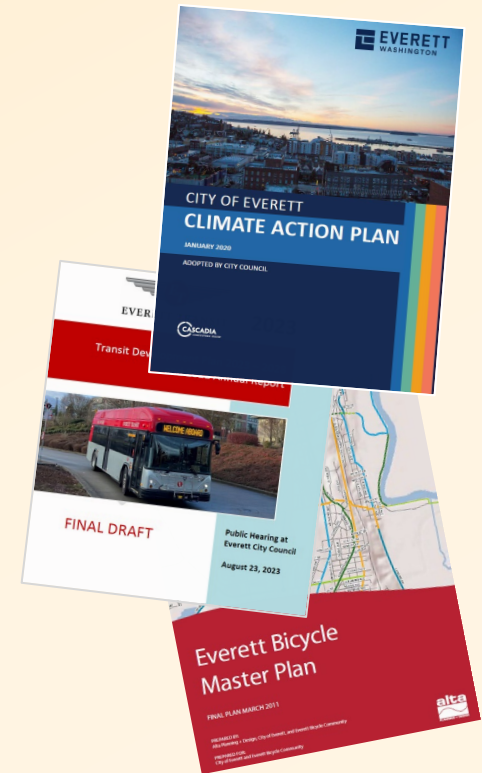
- 17 roadway segments
- 20 intersections
- Segments and intersections are largely along Everett's major arterials representing the highest risk for injury and fatal crashes



# Plan and policy best practices

**Policy and process review:** Overview of the City's existing policies and planning documents. Focus on how the City of Everett can improve current relevant policies and programs to improve transportation safety.

- **Catalog and assess** how current policies, plans and ordinances prioritize safety.
  - Local Road Safety Plan, TIP, Complete Streets award, Bicycle Master Plan, Climate Action Plan, Transit Plan, Design Guidelines.
- **Identify opportunities** to adopt or revise policies, standards, programs or procedures.



# Speed limit setting policy development

## Applying new speed limit setting research

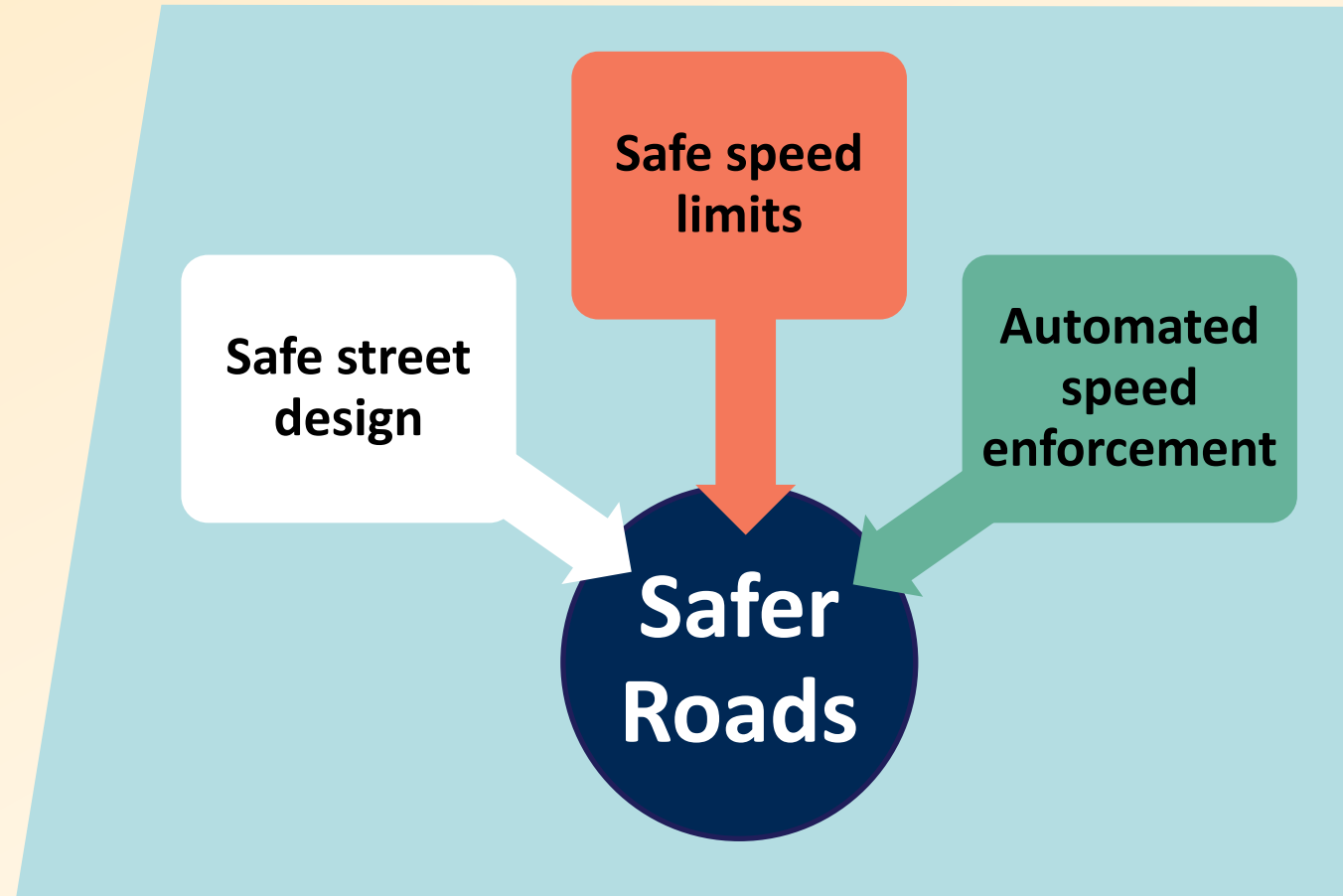
Approach	Attribute	Example
Engineering	Design Speed, Prevailing Speed, 85 <sup>th</sup> Percentile	1964
Expert System	Adds contextual factors: volume, cross section, crash history, ped/bike activity and facilities	FHWA USLIMITS2 NCHRP Report 966
Safe System	Target vehicle speeds Focus on vulnerable road users	NACTO City Limits Vision Zero Network



# Posted speed limit setting policy development

## Purpose:

- Establish the approach and procedure for setting speed limits in the City of Everett
  - A decision-rule process for speed limit setting to promote consistent, appropriate and safe driving speeds citywide.
- Aimed at better protecting community members by improving traffic safety
- Supports the City of Everett's Vision Zero goal





# VISION ZERO EVERETT

A blueprint for  
transportation safety

# Thank you!



## 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: 1-22-2025

NAME (required): Jimmy Castro

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): castro.jimmy414@gmail.com PHONE (optional): 360 591-3920

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: 3 min you tube council chambers



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*City staff may wish to contact you for follow up, therefore, your contact information is appreciated.*

DATE: 1/22/25

NAME (required): Jeff Kelly

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): jeffkelly@gmail.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: Wiggans Park Playground