



Everett City Council Preliminary Agenda
12:30 p.m., Wednesday, February 26, 2025
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: February 19, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,248,054.29 For The Period Ending February 8, 2025 Through February 14, 2025.

Documents:

[RES_CLAIMS PAYABLE 2.14.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,536,128.30 For The Period Ending February 8, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 04.PDF](#)

(3) Award And Authorize The Mayor To Sign The Contract From Request For Proposal #2024-155 Care Management Services With Evergreen Recovery Centers In The Form Substantially Provided.

Documents:

[CARE MANAGEMENT SERVICES.PDF](#)

(4) Award And Authorize The Mayor To Sign The Contract From Request For Proposal #2024-157 Competency Diversion Services With Evergreen Recovery Centers In The Form Substantially Provided.

Documents:

[COMPETENCY DIVERSION SERVICES AWARD.PDF](#)

(5) Authorize The Mayor To Sign The 2025 Professional Services Agreement With BHC Consultants For Design And Bid Assistance For The Chlorine Contact Channel Isolation Valve Replacement Project.

Documents:

[BHC CONSULTANTS LLC-CHLORINE CONTACT CHANNEL ISOLATION VALVE REPLACEMENT-PSA.PDF](#)

(6) Authorize The Mayor To Sign The 2025 Professional Services Agreement With BHC Consultants For Design And Bid Assistance For The Lift Station No. 1 Valve Replacement Project.

Documents:

[BHC CONSULTANTS LLC-LIFT STATION NO. 1 VALVE REPLACEMENT-PSA.PDF](#)

(7) Authorize The Mayor To Sign The 2025 Agreement With Western Display Fireworks, LTD For A 4th Of July Fireworks Show In The Amount Of \$75,000 In Substantially The Form Presented.

Documents:

[WESTERN DISPLAY AGREEMENT EVERETT 2025 COLORS OF EVERETT FIREWORKS.PDF](#)

PROPOSED ACTION ITEMS:

(8) CB 2502-12 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WPCF Electrical Switch Gear Replacement" Fund 336, Program 047. (3rd & Final Reading 3/5/25)

Documents:

[CB 2502-12.PDF](#)

(9) CB 2502-13 – 2nd Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "WPCF Headworks Replacement" Fund 336, Program 046. (3rd & Final Reading 3/5/25)

Documents:

[CB 2502-13.PDF](#)

(10) CB 2502-14 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Forest Park Entry Driveway Repave Project", Fund 354, Program 107, To Accumulate All Design And Permitting Costs For The Project In The Amount Of \$50,000. (3rd & Final Reading 3/12/25)

Documents:

[CB 2502-14.PDF](#)

(11) CB 2502-15 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Lowell Park Playground Replacement", Fund 354, Program 104, To Accumulate Project Costs In The Amount Of \$575,000. (3rd & Final Reading 3/12/25)

Documents:

[CB 2502-15.PDF](#)

(12) CB 2502-16 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Park And Downtown Restrooms Access Control Project", Fund 354, Program 105, And Fund 342, Program 048 To Accumulate All Costs For The Project. (3rd & Final Reading 3/12/25)

Documents:

[CB 2502-16.PDF](#)

ACTION ITEM:

(13) CB 2501-11 – 3rd & Final Reading - Adopt An Ordinance Amending Chapter 20.08 Everett Municipal Code Relating To Noise Control.

Documents:

[CB 2501-11.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at 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 and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your

elected officials: Email the Council at Council@everettwa.gov 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 February 8, 2025 through February 14, 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:

Fund	Department	Amount
002	General Funds	(5,205.32)
003	Legal	1,660.00
005	Municipal Court	866.00
009	Misc Financial Funds	102,721.12
010	Finance	360.00
018	Communications, Mktg & Engag	988.53
024	Public Works-Engineering	4,628.53
026	Animal Shelter	349.91
030	Emergency Management	84.33
031	Police	3,325.00
032	Fire	89.99
038	Facilities/Maintenance	490.00
TOTAL GENERAL FUND		\$ 110,358.09

Fund	Department	Amount
101	Parks & Recreation	12,807.07
110	Library	14,818.07
112	Community Theater	3,318.48
114	Conference Center	1,200.00
120	Public Works - Streets	10,208.62
146	Property Management	26,693.63
152	Cum Reserve - Library	289.94
153	Emergency Medical Service:	686.07
155	Capital Reserve Fund	158,406.16
162	Capital Projects Reserve	19,709.50
197	CHIP Loan Program	27,404.94
336	Water & Sewer Sys Improv I	117,951.98
342	City Facilities Const	192,330.59
354	Parks Capital Const.	33,331.31
401	Public Works-Utilities	351,884.48
402	Solid Waste Utility	1,618.37
425	Public Works-Transit	89,847.46
440	Golf	26,379.64
450	Snoh River Regional Water	1,837.50
501	MVD - Trans Services	117,671.49
503	Self-Insurance	133,290.86
505	Computer Reserve	429,166.41
507	Telecommunications	2,485.42
637	Police Pension	22,694.40
638	Fire Pension	61,631.20
661	Claims	210,245.20
665	Other Special Agency Funds	26,125.00
670	Custodial Funds	43,662.41

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2025

Council President

TOTAL CLAIMS	2,248,054.29
---------------------	---------------------



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of February 08, and checks issued February 14, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,681.23	7,561.95
003	Legal	91,678.64	26,643.14
004	Administration	54,784.84	12,100.82
005	Municipal Court	73,867.93	24,234.00
007	Personnel	54,633.31	17,208.39
010	Finance	131,032.72	35,381.76
015	Information Technology	118,302.54	36,869.59
018	Communications and Marketing	18,554.26	5,286.92
021	Planning & Community Dev	118,124.50	35,718.37
024	Public Works	218,112.91	70,747.01
026	Animal Shelter	60,271.71	22,432.10
030	Emergency Management	8,322.23	2,685.20
031	Police	1,318,589.93	313,169.36
032	Fire	764,304.10	199,437.91
038	Facilities/Maintenance	100,740.09	37,772.20
101	Parks & Recreation	125,340.82	50,459.50
110	Library	106,700.28	37,157.20
112	Community Theatre	8,974.24	2,134.41
120	Street	76,234.59	27,544.99
153	Emergency Medical Services	459,775.76	111,520.96
197	CHIP	7,988.02	2,045.79
198	Community Dev Block	4,049.67	1,270.94
401	Utilities	953,748.98	352,364.96
425	Transit	539,805.30	196,695.77
440	Golf	24,770.29	10,931.73
501	Equip Rental	83,739.41	30,852.06
		<u>\$5,536,128.30</u>	<u>\$1,670,227.03</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Award and Authorize the Mayor to Sign the Contract for Request for Proposal #2024-155 Care Management Services with Evergreen Recovery Centers in the Form Substantially Provided

Council Bill #

Agenda dates requested:

Briefing

Proposed action

Consent 02/26/25

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint

presentation:

Yes X No

Attachments:

Request for Proposal

Department(s) involved:

Procurement &
Community Development

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: RFP #2024-155 Care Management Services

Partner/Supplier: Evergreen Recovery Centers

Location: N/A

Preceding action: [12/4/24](#) Authorize the Release of RFP 2024-155

Fund: 155

Fiscal summary statement:

The award amount is \$552,184. This project, funded by a federal grant for \$552,184 from the Substance Abuse Mental Health Services Administration (SAMHSA), aims to create alternative response systems to support crisis participants. The grant must be spent by September 30, 2025, unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years.

Project summary statement:

Proposals were sought from human services providers for Care Management Services. The awarded supplier will employ qualified staff and ensure they have the training and experience to follow established processes and procedures and carry out effective stabilizing care management duties. The awarded supplier will supervise and implement direct care management services to individuals or families referred by the City of Everett appointed staff. The supplier is expected to communicate regularly and meet with the City for case planning and accountability updates.

The Request for Proposal was released on December 6, 2024. It was advertised in the Everett Herald. On January 7, 2025, two proposals were received. Staff is requesting an award to Evergreen Recovery Centers.

Supplier Name	Score out of 400 Points
Evergreen Recovery Centers	225
Bridgeways	161

Recommendation (exact action requested of Council):

Award and authorize the Mayor to sign the contract from Request for Proposal #2024-155 Care Management Services with Evergreen Recovery Centers in the form substantially provided.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the 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 this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Evergreen Recovery Centers
	11627 Airport Road, Suite B
	Everett, WA 98204
	pevans@evergreenrc.org
City Project Manager	Kelli Roark
	City of Everett – Community Development
	2930 Wetmore Avenue, Suite 8
	Everett, WA 98201
Brief Summary of Scope of Work	kroark@everettwa.gov
	Care Management Services
Completion Date	September 30, 2025
Extension Provision	Unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years

BASIC PROVISIONS	
Maximum Compensation Amount	\$552,184.00
Exhibits	<p>Exhibit A: Exhibit A: Form 4.02 Price Sheet</p> <p>Exhibit B: Exhibit B: Proposal Response dated 12/13/24</p> <p>Exhibit C: Addendum #1, RFP #2024-155 Care Management Services</p> <p>Exhibit D: N/A</p>
Service Provider Insurance Contact Information	Scott Figueroa
	360-603-4644
	scott.figueroa@hubinternational.com
Additional Provision(s)	SAMSHA Clauses as attached.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: 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>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	--

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

EVERGREEN RECOVERY CENTERS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Patrick C. Evans

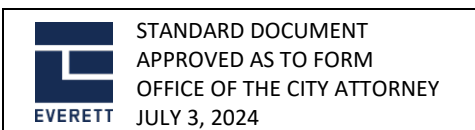
Signer's Email Address: pevans@evergreenrc.org

Title of Signer: Chief Executive Officer

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 exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
 - A. 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, 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.
 - B. 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. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
 - D. 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, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
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. The Completion Date may be extended as set forth 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 the exhibit(s) to this Agreement.
- 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 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.

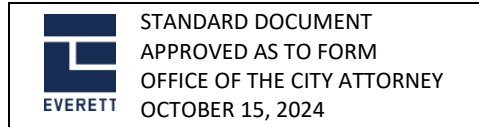
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department 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 Procurement, 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 on this Agreement or any amendment hereto of either party 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)**



CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

IV. Compliance with Award Terms and Conditions

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 155 CARE MANAGEMENT SERVICES

Supplier Name:

Proposed compensation Includes providing all direct care management and Intervention services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, such as unforeseen costs and Incidentals, etc. Total compensation will be based on the following:

	Maximum Monthly Fee	Estimated Contracted Months March to September unless the contract is extended by amendment	Contract Term Total Cost
Monthly Compensation The monthly compensation amount remains constant for any contract amendment.	\$ 78,883.40	x 7	\$ 552,184
*Direct Client Expenses – are not eligible under SAMHSA			

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-155 CASE MANAGEMENT SERVICES

Company Name: <u>Evergreen Recovery Centers</u>		
Company Address: <u>11627 Airport Rd, suite B</u>		
City: <u>Everett</u>	State: <u>WA</u>	ZIP: <u>98204</u>
Tax ID #: <u>91-0897867</u>	UBI #: <u>601-140-525</u>	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. <u>Non-profit organization, 501(c)(3)</u>		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: <u>Evergreenrc.org</u>	City of Everett Business License # <u>601140525</u>	
Supplier Contact Name (if different from Authorizing Official): <u>Patrick Evans</u>	Supplier Contact Title: <u>CEO</u>	
Supplier Contact Email: <u>pevans@evergreenrc.org</u>	Supplier Contact Direct Phone: <u>425-258-2485</u>	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

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

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

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

Authorizing Official Name: <u>Patrick Evans</u>	Authorizing Official Title: <u>CEO</u>
Authorizing Official Email: <u>pevans@evergreenrc.org</u>	Authorizing Official Phone: <u>425-258-2485</u>
Authorizing Official Signature and Date: <u>[Signature]</u> <u>12/13/24</u>	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 155 CARE MANAGEMENT SERVICES

Supplier Name:

Proposed compensation includes providing all direct care management and intervention services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, such as unforeseen costs and incidentals, etc. Total compensation will be based on the following:

	Maximum Monthly Fee	Estimated Contracted Months March to September unless the contract is extended by amendment	Contract Term Total Cost
Monthly Compensation The monthly compensation amount remains constant for any contract amendment.	\$ 78,883.40	x 7	\$ 552,184
*Direct Client Expenses – are not eligible under SAMHSA			

FORM 4.03 QUESTIONNAIRE

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

1. Qualifications and Relevant Experience

A. Briefly describe your organization. Include how long the organization has been in business.

Evergreen Recovery Centers has been in operation for over 50 years, serving Snohomish County as well as Skagit, Island, Pierce and King counties

B. Describe the qualifications of your organization, its business experience, and achievements.

Evergreen Recovery Centers provides a full spectrum of substance use disorder and mental health services, from harm reduction to residential

C. Describe the organization's experience providing similar services to those described, the length and type of experience when working with the unhoused populations, the programs and services it provides, experience with similar services, and experience working with local homeless services agencies.

We have our PCAP, LEAD and HOST outreach programs established in the community. PCAP has been in operation for over a decade, LEAD for four and a half years and HOST for two and a half years. We are currently partners with other local service providers. Our outreach programs have been very successful working with the same populations.

D. Describe your experience with federal grant funding. Include whether you have received federal grant awards before and your firm's experience with 2.CFR 200 compliances.

LEAD is connected to federal funding and these awards have supported a variety of programs.

Each grant was managed with a focus on compliance, transparency, and measurable outcomes, ensuring both programmatic and fiscal accountability.

We pride ourselves on maintaining the highest standards of integrity and effectiveness in managing federal grant funding and are confident in our ability to meet and exceed compliance expectations for any future awards.

Our organization is well-versed in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards outlined in 2 CFR 200.

E. Has your firm conducted a single audit?

Yes

F. Provide qualifications and experience of the proposed staff providing service under this contract. Include any training, certifications, or expertise of all staff working within this contract.

We would include an MHP, Psych ARNP, case managers and peer support. We believe in a diversity of certifications for appropriate wrap-around

2. Technical Capability, Approach, and Capacity

A. Describe how the organization will deliver the services requested in the Scope of Work. Include your organization's availability.

ERC would be able to provide intensive case management, including peer, outreach, medical and psych services etc. We will provide safety, diversity and other training to the staff, including de-escalation.

B. Provide a timeline plan for this project and include any City of Everett staff time requirements.

Up and running by February, or sooner if needed

C. Describe the staffing and administration of the proposed program.

Psych ARNP

MHP

Two case managers

Intervention specialist

Peer support

D. Provide a sample report showing the key data points and tracking measures listed in Section 2.9.

(See Attachment 'A' for data from Julota, our EHR). We will be able to track additional data as well.

E. Describe your approach to community outreach and how you will assist the City of Everett in marketing the program.

We employ harm reduction techniques, and empathic support. In our HOST program we have also been able to provide mental health and substance use and medical stability

F. Describe how your organization would respond to and manage any increased demand for services and subsequent increase in cases that would necessitate additional staff hours or the addition of staff.

We have the availability and capacity at our Airport Rd location to take on this need

G. State whether a change in contract rates would be required should the program be expanded and at what level of expansion any rate increase would take effect.

Yes, with expansion we would like to add more case management

H. Address how the supplier will ensure quality throughout the contract period by providing the following information:

- Non-discrimination and equity statement(s).

ERC Values: "We will support the culture, values, and language of each individual, being responsible to all individuals, regardless of race, ethnicity, religion, sexual orientation, gender.... We are committed to promoting a healthy workplace reflecting these values.."

- Employee recruitment and screening methods.

We currently hire for our HOST program through the Indeed platform, but we also partner with some of the local universities through Handshake

- Background checks process, including content requested, source, and method of obtaining.

We currently use the Washington State Patrol background checks for potential employees

- Supervision and monitoring cases managers' procedures.

The Director of Outreach Services is a Mental Health Professional as well as a Substance Use disorder Professional. We have also hired an MSW specifically for masters supervision

- Safety and emergency policies and procedures.

We have created a safety handbook for our outreach services and have regular trainings, as well as CARF certified standards for safety

I. How will your agency meet or exceed our needs as described in the Scope of Work?

We have successfully implemented our HOST and LEAD programs as templates for adding this program. We can provide the services described as an adjunct to what we already provide.

J. Describe your process to ensure Washington State and Federal laws and regulations compliance.

CARF accredited

K. Describe any data management and tracking software you use and how you will provide monthly reports using this software.

Julota

3. Communication, Customer Services, and Training

A. Describe how your agency will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.

We currently stay in touch with the City of Everett regarding our current outreach efforts

B. Describe your company's approach to customer service and returning calls and e-mails. Describe your approach to achieving Customer Satisfaction.

Customer service is our number one priority, and distribute satisfaction surveys regularly

C. Describe the ongoing training of your staff to ensure daily working knowledge applicable to this contract.

Currently we provide ongoing training and reimbursements for renewals of certifications. We train in the approach and care of clients with COD issues and in best practices of care

4. Risk, Performance, and Quality Assurance

A. Submit no more than three (3) completed relevant project experiences within the past ten years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:

a. Organization name and full address:

Evergreen Recovery Centers-HOST

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Homeless Outreach Stabilization and Transition-July 2022

d. Contract description and details.

Yearly grant contract with monthly HCA Opioid Response Grant reimbursement

a. Organization name and full address:

Evergreen Recovery Centers-HOST SKIL

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Homeless Outreach Stabilization and Transition in Skagit and Island counties-July 2024

d. Contract description and details.

Yearly grant contract with monthly NS-BH-ASO grant reimbursement

a. Organization name and full address:

Evergreen Recovery Centers-LEAD

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Law Enforcement Assisted Diversion-July 2020

d. Contract description and details.

Contracted case management services from the PDA and prosecuting attorney's office

B. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe

No

Attachment 'A'-Sample report as answer to 2-D:

Patients Overview

Total Patients Served 104

Patients Referred

Referred Once91 (100.0%) Referred Once91 (100.0%) Referred Multiple Times0 (0.0%) Referred Multiple Times0 (0.0%)

Referral Status

Submitted0 (0.0%) Submitted0 (0.0%) Received91 (98.9%) Received91 (98.9%)Rejected1 (1.1%)Rejected1 (1.1%)
Patients by Flag

1 (0.9%)1 (0.9%)2 (1.8%)2 (1.8%)9 (8.0%)9 (8.0%)6 (5.3%)6 (5.3%)
Referred Patients Prior 12 mos ED Visits

92 (100.0%)92 (100.0%)01-23-56-910+
Referred Patients Prior 12 mos 911 Calls

92 (100.0%)92 (100.0%)01-23-56-910+
Service Types

117 (100.0%)117 (100.0%) HOST

Patients with Multiple Services 19

Service Result

Other 16 (15.4%) Other16 (15.4%) Patient Requests To Be Discharged 0 (0.0%) Patient Requests To Be Discharged 0 (0.0%) Resources Exhausted 2 (1.9%) Resources Exhausted 2 (1.9%) Unable To Contact 51 (49.0%) Unable To Contact 51 (49.0%) Successful 21 (20.2%) Successful 21 (20.2%) Deceased 2 (1.9%) Deceased 2 (1.9%) Patient Moved Or Is Located Outside Of Service Area 8 (7.7%) Patient Moved Or Is Located Outside Of Service Area 8 (7.7%) Patient Non-Compliant 4 (3.8%) Patient Non-Compliant 4 (3.8%)

Assessments completed: 5 (33.3%) completed: 5 (33.3%) completed: 6 (40.0%) completed: 6 (40.0%) completed: 4 (26.7%) completed: 4 (26.7%) in-progress: 1 (20.0%) in-progress: 1 (20.0%) in-progress: 3 (60.0%) in-progress: 3 (60.0%) in-progress: 1 (20.0%) in-progress: 1 (20.0%) Not Started: 111 (33.4%) Not Started: 111 (33.4%) Not Started: 109 (32.8%) Not Started: 109 (32.8%) Not Started: 112 (33.7%) Not Started: 112 (33.7%) Alcohol Use Disorders Identification Test(AUDIT) Columbia Suicide Severity Rating Scale Drug Use Disorders Identification Test(DUDIT)

Total Encounters:

Successful Encounters

1890

Left VM 56 (3.0%) Left VM56 (3.0%) No Show 34 (1.8%) No Show 34 (1.8%) Other 96 (5.1%) Other 96 (5.1%) Successful 1411 (74.7%) Successful 1411 (74.7%) Unable to Locate 239 (12.6%) Unable to Locate 239 (12.6%) Unknown 45 (2.4%) Unknown 45 (2.4%)

Demographics

Participants Served 104

Veterans Served 2

Active Military Served 0

Sex

Female32 (30.8%) Female32 (30.8%) Male72 (69.2%) Male72 (69.2%)

Age

13 (12.5%)13 (12.5%)25 (24.0%)25 (24.0%)21 (20.2%)21 (20.2%)19 (18.3%)19 (18.3%)3 (2.9%)3 (2.9%)0-1718-2930-3940-4950-6465+

Ethnicity

Hispanic or Latino 3 (2.9%) Hispanic or Latino 3 (2.9%) Non-Hispanic or Latino12 (11.5%) Non-Hispanic or Latino12 (11.5%) Unknown 89 (85.6%) Unknown 89 (85.6%)

Race

5 (4.8%) 5 (4.8%) 3 (2.9%) 3 (2.9%) 11 (10.6%) 11 (10.6%) 2 (1.9%) 2 (1.9%) 36 (34.6%) 36 (34.6%) 47 (45.2%) 47 (45.2%) American Indian or Alaska Native Asian Black or African American Other Race White Unknown

FORM 4.04 CERTIFICATE OF NON-DEBARMENT / SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under a federal funded project),

Evergreen Learning Center hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

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

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



Signature of Authorized Official

CEO

Title of Authorized Official

12/13/24

Date

FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

The Contractor, *Everett Remedy Center*, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

[Signature]
Signature of Contractor

12/13/24
Date

John H. Davis
Print Name

11627 Airport Rd Suite B
Address

CEO
Title

Everett WA 98204
City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

FORM 4.06 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter Date of last report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ <i>If known:</i> Congressional District, <i>if known:</i> 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i>	
<small>Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

(See next page for instructions.)

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

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

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

Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SAMHSA CLAUSES

REVISED - FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 45 CFR Part 93.110 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

The Contractor, Patrick Evans, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor

Patrick Evans
Print Name

CEO
Title

12/17/24
Date

11627 Airport Rd, Suite B
Address

Everett, WA 98201
City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CITY OF EVERETT
RFP 2024-155
Care Management Services
ADDENDUM #1**

Date Prepared: December 17, 2024

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Remains unchanged. Proposals are due on January 7, 2025, by 2:00 p.m.
2. **REVISION:** Form 4.05 Certification of Lobbying has been revised to read as attached.
3. **REVISION:** Form 4.01 Supplier Commitment and Information, title, has been revised by reference from:

REQUEST FOR PROPOSAL #2024-155 CASE MANAGEMENT SERVICES

To read as follows:

REQUEST FOR PROPOSAL #2024-155 CARE MANAGEMENT SERVICES

All other terms and conditions remain unchanged.

Theresa Bauccio-Teschlog

Theresa Bauccio-Teschlog, CPPB
Procurement Manager

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

"EVERETT ALTERNATIVE RESPONSE TEAM"
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (<https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (<https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf>).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

Individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
 - I. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - I. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
CARE MANAGEMENT SERVICES RFP#2024-155

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
 - ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipient's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.
- IV. **Compliance with Award Terms and Conditions**
- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
 - b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

 12/13/24



STATE OF
WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

EVERGREEN RECOVERY CENTERS
EVERGREEN MANOR
STE B
11627 AIRPORT RD
EVERETT WA 98207-4022

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Feb 09, 2024

Unified Business ID #: 601140525

Business ID #: 001

Location: 0001

Expires: Mar 31, 2025

DUTIES OF MINORS:

Ages 16-17: Office assistance, event assistance, light maintenance assistance.

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601140525 001 0001

Expires: Mar 31, 2025

EVERGREEN RECOVERY
CENTERS
EVERGREEN MANOR
STE B
11627 AIRPORT RD
EVERETT WA 98207-4022

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

**CITY OF EVERETT
RFP 2024-155
Care Management Services
ADDENDUM #1**

Date Prepared: December 17, 2024

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Remains unchanged. Proposals are due on January 7, 2025, by 2:00 p.m.
2. **REVISION: Form 4.05 Certification of Lobbying** has been revised to read as attached.
3. **REVISION: Form 4.01 Supplier Commitment and Information, title, has been revised by reference from:**

REQUEST FOR PROPOSAL #2024-155 CASE MANAGEMENT SERVICES

To read as follows:

REQUEST FOR PROPOSAL #2024-155 CARE MANAGEMENT SERVICES

All other terms and conditions remain unchanged.

Theresa Bauccio-Teschlog

Theresa Bauccio-Teschlog, CPPB
Procurement Manager

REVISED - FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to **45 CFR Part 93.110** (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C.** The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor

Print Name

Title

Date

Address

City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



PROCUREMENT

Request for Proposal #2024-155

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

Care Management Services

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	December 6, 2024
Deadline for Final Questions.....	December 19, 2024, at 11:59 p.m.
Proposal Due Date	January 7, 2025
Anticipated Award	February 2025
Anticipated Contract Start Date	March 1, 2025
Contract Term End Date	September 30, 2025, unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years.
<p>E-mailed or delivered Proposals are acceptable.</p> <p>Submit Proposals to:</p> <p>E-mail: bids@everettwa.gov OR</p> <p>Delivery: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201</p> <p>Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus six (6) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.</p>	
<p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.</p>	

TABLE OF CONTENTS

ANTICIPATED CONTRACT TERM	1
1.1 PROPOSAL SUBMITTAL	3
1.2 OFFER PERIOD	3
1.3 REQUEST FOR DUE DATE EXTENSION	3
1.4 WITHDRAWAL OF PROPOSALS	3
1.5 SINGLE RESPONSE	3
1.6 MULTIPLE PROPOSALS	3
1.7 EVALUATION AND AWARD	3
1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES	4
1.9 EXCLUDED PARTIES	4
1.10 BUSINESS LICENSE	4
1.11 BID PROTEST PROCEDURES	4
1.12 NON-ENDORSEMENT	4
1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE	4
1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT	6
1.15 NO OBLIGATION TO BUY	6
1.16 COST OF PREPARING PROPOSALS	6
1.17 RECYCLE	6
1.18 COOPERATIVE PURCHASING	6
2.1 PURPOSE	7
3.1 GENERAL	14
3.2 SELECTION PROCESS	14
3.3 CONTRACT AWARD AND EXECUTION	14
3.4 EVALUATION CRITERIA	14
3.5 INTERVIEWS	15
4.1 SUBMITTAL REQUIREMENTS	16

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

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

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

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

1.2 OFFER PERIOD

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

1.3 REQUEST FOR DUE DATE EXTENSION

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

1.4 WITHDRAWAL OF PROPOSALS

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

1.5 SINGLE RESPONSE

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

1.6 MULTIPLE PROPOSALS

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

1.7 EVALUATION AND AWARD

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

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

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

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

1.9 EXCLUDED PARTIES

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

<https://www.sam.gov>

1.10 BUSINESS LICENSE

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

1.11 BID PROTEST PROCEDURES

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

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

1.12 NON-ENDORSEMENT

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

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

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

B. Proposals are Public Records

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

Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

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

D. Proposals Not Marked as Confidential

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

E. Process for Disclosing Information

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

F. Indemnification by Proposer

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

G. Consent to Procedure

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

and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

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

1.15 NO OBLIGATION TO BUY

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

1.16 COST OF PREPARING PROPOSALS

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

1.17 RECYCLE

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

1.18 COOPERATIVE PURCHASING

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

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

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

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The City of Everett has received federal funding from the Substance Abuse Mental Health Services Administration (SAMHSA) to create alternative response systems to support those in the crisis system. The program's purpose is to use SAMHSA funds to provide care coordination, intensive case management services, intervention services, and support to individuals the crisis system has encountered. The target population is individuals who are chronically homeless, those in behavioral health distress, those frequently incarcerated or hospitalized, or individuals who disproportionately seek social service assistance from city departments, including Police, Fire and EMS, Library, Transit, and Parks. In addition, individuals served may be high users of emergency systems, without health care benefits, without timely and equitable medical and behavioral healthcare services, experiencing substance use disorders, or experiencing significant mental health challenges. The City of Everett's Community Support Team will identify and directly refer these individuals.

The awarded supplier will employ qualified staff and ensure they have the training and experience to follow established processes and procedures and carry out effective stabilizing care management duties. The awarded supplier will supervise and implement direct care management services to individuals or families referred by the City of Everett appointed staff. The supplier is expected to communicate regularly and meet with the City for case planning and accountability updates. Additionally, the supplier is expected to maintain an open, positive, and professional working relationship with the City of Everett, clients, and the community at large, and the case managers will be co-located with city staff at a City of Everett-provided office location.

The contracted amount cannot exceed \$552,184.00.

2.2 BACKGROUND

The City of Everett (COE) has a longstanding commitment to addressing street-level social issues through a co-response approach. In 2015, the Community Streets Initiative was launched to explore and address the factors contributing to homelessness in Everett's urban core. The opioid crisis, affordable housing shortages, historical racial inequalities, low incomes, and inadequate social infrastructure have all made it difficult to find sustainable solutions.

In response, the City of Everett founded the Community Outreach and Enforcement Team (COET) in 2015, a Co-Responder model pairing social workers with police officers. COET primarily functions as a diversion program, assisting unsheltered individuals in accessing services, treatment, and shelter. Building on COET's success, the Community Support Team was established in 2021 to expand services to additional City departments, including Police, Fire, Library, Code, and Parks. While the team provides immediate intervention and limited follow-up care, managing long-term and complex needs often falls beyond their capacity.

Finding solutions and stability can be difficult for many of those living unsheltered, incarcerated, or experiencing behavioral health challenges. These individuals experience high rates of chronic and co-occurring health conditions, mental health, substance use challenges, and trauma history. The city recognizes that care management is necessary for helping individuals navigate through the myriads of resources and services to recover from homelessness and improve their health and wellness. Since its formation, the Community Support Social workers have engaged with thousands of individuals, helping connect them with services and shelter. Many of these individuals are high-frequency callers who tax our current systems and need deeper intervention to become more stable. Care coordination, intervention, and Intensive case management services are not readily available to those living unstably and are a much-needed tool to create change and stability in these individuals' lives.

2.3 HIGHLIGHTS OF SERVICE

The City of Everett's Care Management Program will provide Service-Based Case Managers to assist individuals who are unsheltered or habitual utilizers of city services by coordinating care, advocating for best options, and providing any other support needed. This program will also provide Intervention specialists to support those not regularly engaging in case management and frequenting our jail system by providing intake and assessment of needs for those who are frequently incarcerated. The program's goals are to increase service connections, lower calls for service needs to 911 systems, and lower the impacts of behavioral health crises and homelessness to both the unhoused and the community. Adding direct case management and intervention will help the City of Everett support those living in the cycle of crisis further.

Case managers and intervention specialists are expected to help clients develop the necessary skills to address their needs and find pathways into successful long-term housing and access treatment and health care. The case managers will also serve as the point of contact between clients and their professional support systems to help navigate the barriers that stall an individual's progress. They will promote overall recovery from behavioral health, crisis, and or homelessness by providing a high level of support.

2.4 PROGRAM EXPECTATIONS

Each case manager will carry a caseload of twenty (20) to -twenty-five (25) individuals. Cases are anticipated to be followed from ninety (90) days to twelve (12) months. Cases may be reopened or maintained past the twelve (12)-month mark on an individual basis. Cases can and should be closed after 45-60 days of no contact and inability to locate the referred client. If the client is highly engaged, well-established with other suppliers, and stabilized, this case can and should be closed. Intervention specialists' caseloads will vary based on those who have been incarcerated or recently released. All case decisions will be made in collaboration with the COE Community Support Team. Clients will be identified through a referral system. Referrals will come from City of Everett Community Support team members.

The Community Service-Based Case Managers will provide long-term case management and care collaboration. The Intervention Specialist will provide short-term care coordination and service referral to those served. After receiving a referral for case management, the contractor will work to engage with the referred individual within 72 hours. After receiving a referral for an intervention specialist, the contractor will work to engage the referred individual within 48 hours of receiving the referral. The contractor is expected to make multiple efforts to engage with referred individuals in the community.

Examples of what Case Managers will assist clients with:

- Obtaining identifying documentation such as birth certificates, social security cards, and Washington State Identification.
- Establishing income such as Aged, Blind, or Disabled (ABD), Social Security, and assisting with opening bank accounts.
- Assessing basic food such as Electronic Benefit Transfer cards (EBT) and providing knowledge of food banks and where to obtain meals.
- Engaging in housing-based needs by connecting with the 211 Program and housing navigators to ensure their case remains open while working to find sober housing and transitional housing options, apartments, and or shelter options.
- Obtaining health care insurance and ensuring those served have been or are seen by a health care provider.
- Accompanying and arranging transportation of those served to appointments as needed.
- Connect with other support systems such as mentors, friends, families', peers, recovery groups, volunteer organizations, job centers, and counselors.

- Working alongside other community providers on care coordination to meet the needs of those served, such as coordinating with substance use and mental health care treatment providers to create care plans.
- Advocating for participants with a wide variety of other suppliers.
- Providing advocacy and support for participants within the criminal justice system, including court appearances, written communication, and follow-up with prosecutors and defense attorneys.
- Assisting in holding other agencies accountable by advocating for clients served.

Examples of expected work tasks of Intervention specialists:

- Intervention specialists may be expected to temporarily follow and provide referral services for up to 15-30 people per month.
- Provide intervention to those who have recently experienced a crisis or who are facing homelessness.
- Visit with those incarcerated while in custody or recently released from custody.
- Provide brief intervention to those who were recently hospitalized and who are hospitalized.
- Refer those engaged to supportive community programs.
- Provide short-term care coordination to ensure they are connected to appropriate services.

2.5 KEY OBJECTIVES

The key objectives of the program are to:

1. Provide proactive case management and intervention services for those referred. This includes active outreach and locating those referred.
2. Engage with those incarcerated by Everett Police and provide intervention services to break the cycle of arrest.
3. Provide the client with a single point of contact for connection to multiple health and social services.
4. Maintain active contact with participants who are engaged in services.
5. Develop relationships with local suppliers and community organizations and function as an integral part of the local community.
6. Work to remove barriers that prevent individuals' access to care, such as transportation needs.
7. Care coordination, including scheduling appointments, arranging transportation, conducting appointment reminder calls, and following up to verify service initiation, member progress, and need for service adjustment and incorporation into the care plan.
8. Track data and outcome measures.
9. Actively participate in ongoing evaluation and collaboration with city staff and community partners.
10. Create meaningful contacts and connections with individuals experiencing homelessness.

2.6 SUPPLIER RESPONSIBILITIES

The supplier will be expected to provide the following level of service at a minimum:

1. Upon employing any new staff, provide the employee's qualifications and experience for the City of Everett's review and approval.
2. Organize, familiarize yourself with, and deliver case management services for individuals referred by the City of Everett and within its geographic area.
3. Provide case management services to individuals referred by the City of Everett staff Community Support Manager or designated staff.
4. Provide two trained case management staff and one intervention specialist who are flexible, community-based, collaborative, client-oriented, and available to provide services during established contract hours.

- Flexible –Case managers and intervention specialists can flex their schedules when necessary to accommodate special program needs.
 - Community-Based – Ability to meet clients in the Everett Geographic area and the willingness and ability to ensure transportation for those served to appointments and other suppliers as necessary.
 - Collaborative – Develop individual care plans and complete referrals for funding, housing, and assessments for substance use disorder (SUD), mental health, medical, dental, and any other needs as requested.
 - Client Oriented – Provide outreach to individuals by meeting them where they are while assisting them with progress towards being sheltered and addressing needs. For example, street outreach requires the ability to navigate city streets on foot easily and tolerate a variety of weather conditions and terrain.
5. Provide all necessary equipment and supplies such as phones, other office needs, data tracking, case management software systems, vehicles, or other transportation needs for case managers.
 6. Provide adequate resources and information for Case Managers to assist individuals in the City of Everett, including, but not limited to, housing, mental health, physical health, Substance Use Disorder, the Department of Social and Health Services, dental care, community supports, clothing, and food.
 7. Facilitate partnership among families, the City of Everett, courts, and other treatment providers and systems in which the client is involved.
 8. Meet with the Community Support Manager or representative once per month to review cases and collaborate regarding case management programming.
 9. Ensure Case Managers and intervention specialists provide continuity of care, oversight, and access to and coordination of services to meet individualized client goals.
 10. The Supplier agrees to comply with 2 CFR 200 Uniform Administrative Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2.7 KEY PERSONNEL

The Supplier must provide the following key personnel:

1. Case Managers—Two to Three full-time case managers will work alongside the City’s Community Support Team to provide direct case management and navigation services for referred clients. Case Managers are responsible for ensuring appropriate and stable placements and services and promoting healing and recovery for those living in crisis.
2. Intervention Specialist- One full-time intervention specialist will work alongside the City’s Community Support team to provide direct intervention services for those referred.
3. Care Management Supervisor – part-time supervisor to ensure contractual agreements are met and provide necessary data and reports. The Care Management Supervisor will also supervise case managers and intervention specialists to ensure they meet expected outcomes.

The supplier must furnish the City of Everett with the names of staff to be assigned to the program before service start-up and with any change of staff or upon request thereafter for the term of the contract.

2.8 STAFF EXPERIENCE AND CAPABILITIES

Staff must be proficient and have sufficient training and abilities to provide the requested services. The supplier must ensure that all staff members have the following experience and capabilities:

- A. **Technical Proficiency** –Staff involved in the Case Management Program must be proficient under this contract. Proficiency is determined by, but not limited to, prior experience, training and knowledge of human development and behavior, and experience working with unsheltered individuals, including any specialized education or training.
- B. **Behavioral Health**—Staff must understand the value of an interdisciplinary approach to behavioral health treatment and recovery from homelessness. Staff should use shared decision-making and collaborate with other providers to ensure those served are connected to available resources. This approach will minimize duplication of services and create a best-practice outcome for the individual served.
- C. **De-Escalation** – Staff must be able to handle and de-escalate individuals struggling with mental health disorders.
- D. **Diversity** — Staff must understand diverse cultures and incorporate the relevant needs of culturally diverse groups, such as people with disabilities, into clinical practice.
- E. **Decision Making** – Staff must have the ability to provide daily assessments, make decisions about a client’s progress, and make recommendations.
- F. **Training** – Staff must have sufficient training and familiarity with individuals who are unsheltered and people possessing disabilities, mental health disorders, substance use disorders, and who may represent diverse cultures, races, sexual orientations, and ages. Sufficient training is determined by, but not limited to, direct experience or training with individuals who are unsheltered, including seniors and limited or non-English speaking persons.
- G. **Safety and Emergency Procedures** – Staff must be thoroughly knowledgeable in the safety and emergency policies and procedures established by the Supplier and the City of Everett.
- H. **Computer Proficiency**—Staff must be proficient in Microsoft Word and Excel programs. Additionally, staff must be able to use a cell phone, tablet, or laptop while providing Case Management Services. Proficiency is determined by, but not limited to, the ability of each staff member to compose, send, and receive electronic messages and documents using equipment provided by the Supplier.

2.9 **REPORTING AND TRACKING MEASURES**

Client tracking and data reporting must be documented in a form acceptable to the City and provided to the City of Everett’s Community Support Coordinator or representative monthly. The following are the minimum key data points that will be measured, tracked, and reported on:

- 1. Number of unique individuals served.
- 2. Number of individuals engaged while incarcerated- in custody.
- 3. Number of individuals using substance abuse treatment services, such as outpatient, inpatient, or medication-assisted treatment.
- 4. Number of individuals placed in housing, such as shelters, pallet homes, sober housing, permanent housing, or adult family homes.
- 5. Number of individuals placed in mental health treatment services, such as inpatient and outpatient settings or triage.
- 6. Number of individuals connected with health care services, such as dental, primary, or eye care.
- 7. Number of individuals connected to funding streams, such as an open bank account, Aged, Blind, or Disabled (ABD) cash assistance, Housing and Essential Needs (HEN) program, social security income, or Department of Social and Health Services (DSHS) benefits.
- 8. Identified service gaps, such as unavailable services (e.g., shelters, mental health counseling, treatment beds) and unnecessary services (e.g., safe parking for males, day centers).

2.10 CITY OF EVERETT RESPONSIBILITIES & PROVIDED SERVICES

City of Everett staff will be responsible for and provide the following:

- The City of Everett Community Support Manager or designate will oversee all aspects of the contract, including but not limited to monitoring and reviewing the supplier's performance, reports, and data provided under this contract, approval of submitted invoices, and obtaining approval of all changes in the contract.
- The City of Everett Community Support Manager or designate will provide onsite coordination, support in the client referral process, tracking, and assistance with coordinating the day-to-day deployment of contracted case management staff. Clinical supervision will remain the responsibility of the contractor.
- Review and approve the qualifications and experience of staff providing service under this contract, including new and replacement staff proposed by the Supplier. The City of Everett also reserves the right to require contractor staff to be replaced because of justifiable complaints by program customers, their legal guardians, support systems, or allied agencies.

2.11 QUALITY ASSURANCE

The Supplier must ensure staff is eligible to provide case management services for individuals and, at minimum, must provide:

1. Education & Experience Verification

- The supplier will select case managers for this position based on having experience working with the populations described and who have experience in working with interdisciplinary teams.
- Before hiring any employee, the supplier will verify that the employees assigned to the contract have the stated education and experience in managing case management programs, homeless outreach, shared decision-making, collaboration, and managing those with behavioral health concerns.

2. Background Check

Before hiring any employee, the Supplier must obtain a nationwide criminal background check. Records of criminal background checks must be kept on file by the Supplier and made available to the City of Everett for review upon request. Proposers shall describe their source and method of obtaining background checks as part of their proposal as part of their answer to **Form 4.03, 2G**. After work begins, any new additional or added employees, volunteers, or interns of the Contractor must also comply with the city of Everett's security background check requirement as stated above.

3. Safety & Emergency

The proposer must provide the City of Everett with copies of its agency's written safety and emergency policies and procedures as part of their proposal response to **Form 4.03, 2G**.

2.12 CONTRACT TRANSITION

In the event of a follow-on contract award to another Supplier, the Supplier will ensure a cooperative and smooth transition with a new contract provider or the City of Everett, such as turnover of records, status, reports, etc.

2.13 PRICING ADJUSTMENTS

Prices must remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier must supply documentation that is satisfactory to the City of Everett, such as documented changes to the Consumer Price Index for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is fair and reasonable to the city's satisfaction. Requests for any such change must be made in writing to the Procurement Division. The city will issue a written contract amendment that will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

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

2.14 PAYMENT

The Supplier agrees to submit payment requests at least monthly. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Supplier.

Within thirty (30) days of a properly prepared invoice in a form acceptable to the city, the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

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

City of Everett – Attn: Kelli Roark
2930 Wetmore Avenue, Suite 8A
Everett, WA 98201
kroark@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

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

3.2 SELECTION PROCESS

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

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

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

3.4 EVALUATION CRITERIA

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

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	150	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	50	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

3.5 INTERVIEWS

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

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

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

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include the following forms which are included as part of the solicitation:

- 1. Supplier Commitment and Information**
- 2. Price Sheet**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension**
- 5. Certification Regarding Lobbying by Contractor**
- 6. Disclosure of Lobbying Activities**
- 7. Signed SAMHSA Clauses**

4.2 SUGGESTED RESPONSE FORMAT

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

Project title:

Award and Authorize the Mayor to Sign the Contract for Request for Proposal #2024-157 Competency Diversion Services with Evergreen Recovery Centers in the Form Substantially Provided

Council Bill #

Agenda dates requested:

Briefing

Proposed action

Consent 02/26/25

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint Presentation:

Yes X No

Attachments:

Contract

Department(s) involved:

Procurement & Community Development

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: RFP #2024-157 Competency Diversion Services

Partner/Supplier: Evergreen Recovery Services

Location: N/A

Preceding action: [12/4/2024](#) Authorize the Release of RFP 2024-157

Fund: 155

Fiscal summary statement:

The award amount is \$447,724. This project, funded by a federal grant from the Substance Abuse Mental Health Services Administration (SAMHSA), aims to create alternative response systems to support crisis participants. The grant must be spent by September 30, 2025, unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years.

Project summary statement:

Proposals were sought from human services providers for Competency Diversion Services. The awarded supplier will offer forensic case management to unsheltered individuals or frequent users of public safety and judicial system users. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

The program's primary goals are to increase service connections, reduce 911 service calls, support the courts, and lessen the community impacts caused by individuals facing behavioral health competency challenges. By providing direct case management and other essential services, the City of Everett aims to assist individuals caught in the criminal justice cycle further.

The Request for Proposal was released on December 6, 2024. It was advertised in the Everett Herald. On January 7, 2025, two proposals were received. Staff is requesting an award to Evergreen Recovery Centers.

Supplier Name	Score out of 400 Points
Evergreen Recovery Centers	225
Bridgeways	154

Recommendation (exact action requested of Council):

Award and authorize the Mayor to sign the contract from Request for Proposal #2024-157 Competency Diversion Services with Evergreen Recovery Centers in the form substantially provided.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the 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 this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Evergreen Recovery Centers
	11627 Airport Road, Suite B
	Everett, WA 98204
	pevans@evergreenrc.org
City Project Manager	Kelli Roark
	City of Everett – Community Development
	2930 Wetmore Avenue, Suite 8
	Everett, WA 98201
Brief Summary of Scope of Work	kroark@everettwa.gov
	Competency Diversion Services
Completion Date	September 30, 2025
Extension Provision	Unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years

BASIC PROVISIONS	
Maximum Compensation Amount	\$447,724.00
Exhibits	<p>Exhibit A: Exhibit A: Form 4.02 Price Sheet</p> <p>Exhibit B: Exhibit B: Proposal Response dated 12/13/24</p> <p>Exhibit C: Addendum #1, Addendum #2, RFP #2024-157 Competency Diversion Services</p> <p>Exhibit D: N/A</p>
Service Provider Insurance Contact Information	Scott Figueroa
	360-603-4644
	scott.figueroa@hubinternational.com
Additional Provision(s)	SAMSHA Clauses as attached.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: 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>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	--

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

EVERGREEN RECOVERY CENTERS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Patrick C. Evans

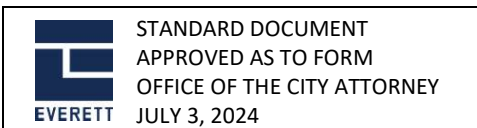
Signer's Email Address: pevans@evergreenrc.org

Title of Signer: Chief Executive Officer

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 exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
 - A. 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, 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.
 - B. 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. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the “Additional Provision(s)” portion of the Basic Provisions.
 - D. 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, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
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. The Completion Date may be extended as set forth 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 the exhibit(s) to this Agreement.
- 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 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.

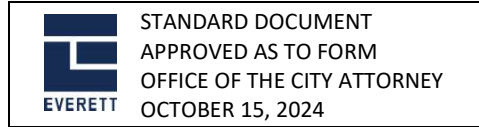
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department 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 Procurement, 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 on this Agreement or any amendment hereto of either party 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)**



CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

IV. Compliance with Award Terms and Conditions

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 157 COMPETENCY DIVERSION SERVICES

Supplier Name:

Proposed compensation includes providing competency diversion services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, as well as unforeseen costs and incidentals, etc. Total compensation will be based on the following:

Description	Monthly Fee	Estimated Contracted Months March to September unless the contract is extended by amendment	Contract Term Total Cost
Monthly Compensation The monthly compensation amount remains constant for any contract amendment.	\$ 63,960.5	x 7	\$ 447,724

***Direct Client Expenses – are not eligible under SAMHSA**

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-157 COMPETENCY DIVERSION SERVICES

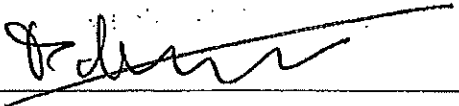
Company Name: <u>Evergreen Recovery Centers</u>		
Company Address: <u>11627 Airport Rd., Suite B</u>		
City: <u>Everett</u>	State: <u>WA</u>	ZIP: <u>98204</u>
Tax ID #: <u>91-0897867</u>	UBI #: <u>601-140-525</u>	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. <u>Non-profit organization, 501(c)(3)</u>		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: <u>Evergreenrc.org</u>	City of Everett Business License # <u>601140525</u>	
Supplier Contact Name (if different from Authorizing Official): <u>Patrick Evans</u>	Supplier Contact Title: <u>CEO</u>	
Supplier Contact Email: <u>p.evans@evergreenrc.org</u>	Supplier Contact Direct Phone: <u>425-258-2485</u>	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

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

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

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

Authorizing Official Name: <u>Patrick C. Evans</u>	Authorizing Official Title: <u>CEO</u>
Authorizing Official Email: <u>p.evans@evergreenrc.org</u>	Authorizing Official Phone: <u>425-258-2485</u>
Authorizing Official Signature and Date:  <u>12/13/24</u>	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 157 COMPETENCY DIVERSION SERVICES

Supplier Name:

Proposed compensation includes providing competency diversion services as detailed in the Scope of Work and should include direct overhead, administrative expenses, labor, benefits, potential contingencies, as well as unforeseen costs and incidentals, etc. Total compensation will be based on the following:

Description	Monthly Fee	Estimated Contracted Months March to September unless the contract is extended by amendment	Contract Term Total Cost
Monthly Compensation The monthly compensation amount remains constant for any contract amendment.	\$ 63,960.5	x 7	\$ 447,724

***Direct Client Expenses – are not eligible under SAMHSA**

FORM 4.03 QUESTIONNAIRE

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

1. Qualifications and Relevant Experience

A. Briefly describe your organization. Include how long the organization has been in business.

Evergreen Recovery Centers has been in operation for over 50 years, serving Snohomish County as well as Skagit, Island, Pierce and King counties

B. Describe the qualifications of your organization, its business experience, and achievements.

Evergreen Recovery Centers provides a full spectrum of substance use disorder and mental health services, from harm reduction to residential

C. Describe the organization's experience providing similar services to those described, the length and type of experience when working with the unhoused populations, the programs and services it provides, experience with similar services, and experience working with local homeless services agencies.

We have our PCAP, LEAD and HOST outreach programs established in the community. PCAP has been in operation for over a decade, LEAD for four and a half years and HOST for two and a half years. We are currently partners with other local service providers

D. Describe your experience with federal grant funding. Include whether you have received federal grant awards before and your firm's experience with 2.CFR 200 compliances.

LEAD is connected to federal funding and these awards have supported a variety of programs.

Each grant was managed with a focus on compliance, transparency, and measurable outcomes, ensuring both programmatic and fiscal accountability.

We pride ourselves on maintaining the highest standards of integrity and effectiveness in managing federal grant funding and are confident in our ability to meet and exceed compliance expectations for any future awards.

Our organization is well-versed in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards outlined in 2 CFR 200.

E. Has your firm conducted a single audit?

Yes

F. Provide qualifications and experience of the proposed staff providing service under this contract. Include any training, certifications, or expertise of all staff working within this contract.

We would include a Psych ARNP as well as an MHP and case managers and peer support. We believe in a diversity of certifications for appropriate wrap-around

2. Technical Capability, Approach, and Capacity

A. Describe how the organization will deliver the services requested in the Scope of Work. Include your organization's availability.

ERC would be able to provide intensive case management, including peer, outreach, medical and psych services etc. We will provide safety, diversity and other training to the staff, including de-escalation.

B. Provide a timeline plan for this project and include any City of Everett staff time requirements.

Up and running by February, or sooner if needed

C. Describe the staffing and administration of the proposed program.

Psych ARNP

MHP

Two case managers

Peer support

D. Provide a sample report showing the key data points and tracking measures listed in Section 2.9.

(See attachment 'A' for data from Julota, our EHR). We will be able to track additional data as well.

E. Describe your approach to community outreach and how you will assist the City of Everett in marketing the program.

We employ harm reduction techniques, and empathic support. In our HOST program we have also been able to provide mental health and substance use and medical stability

F. Describe how your organization would respond to and manage any increased demand for services and subsequent increase in cases that would necessitate additional staff hours or the addition of staff.

We have the availability and capacity at our Airport Rd location to take on this need

G. State whether a change in contract rates would be required should the program be expanded and at what level of expansion any rate increase would take effect.

Yes, with expansion we would like to add more case management

H. Address how the supplier will ensure quality throughout the contract period by providing the following information:

- Non-discrimination and equity statement(s).

ERC Values: "We will support the culture, values, and language of each individual, being responsible to all individuals, regardless of race, ethnicity, religion, sexual orientation, gender.... We are committed to promoting a healthy workplace reflecting these values.."

- Employee recruitment and screening methods.

We currently hire for our HOST program through the Indeed platform, but we also partner with some of the local universities through Handshake

- Background checks process, including content requested, source, and method of obtaining.

We currently use the Washington State Patrol background checks for potential employees

- Supervision and monitoring cases managers' procedures.

The Director of Outreach Services is a Mental Health Professional as well as a Substance Use disorder Professional. We have also hired an MSW specifically for masters supervision

- Safety and emergency policies and procedures.

We have created a safety handbook for our outreach services and have regular trainings, as well as CARF certified standards for safety

I. How will your agency meet or exceed our needs as described in the Scope of Work?

We have successfully implemented our HOST and LEAD programs as templates for adding this program. We can provide the services described as an adjunct to what we already provide.

J. Describe your process to ensure Washington State and Federal laws and regulations compliance.

CARF accredited

K. Describe any data management and tracking software you use and how you will provide monthly reports using this software.

Julota

3. Communication, Customer Services, and Training

A. Describe how your agency will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.

We currently stay in touch with the City of Everett regarding our current outreach efforts

B. Describe your company's approach to customer service and returning calls and e-mails. Describe your approach to achieving Customer Satisfaction.

Customer service is our number one priority, and distribute satisfaction surveys regularly

C. Describe the ongoing training of your staff to ensure daily working knowledge applicable to this contract.

Currently we provide ongoing training and reimbursements for renewals of certifications. We train in the approach and care of clients with COD issues and in best practices of care

4. Risk, Performance, and Quality Assurance

A. Submit no more than three (3) completed relevant project experiences within the past ten years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:

a. Organization name and full address:

Evergreen Recovery Centers-HOST

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Homeless Outreach Stabilization and Transition-July 2022

d. Contract description and details.

Yearly grant contract with monthly HCA Opioid Response Grant reimbursement

a. Organization name and full address:

Evergreen Recovery Centers-HOST SKIL

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Homeless Outreach Stabilization and Transition in Skagit and Island counties-July 2024

d. Contract description and details.

Yearly grant contract with monthly NS-BH-ASO grant reimbursement

a. Organization name and full address:

Evergreen Recovery Centers-LEAD

b. Point of contact name, title, e-mail address, and phone number.

John Mack BA MHP SUDPT, Director of Outreach Services,
Jmack@evergreenrc.org, 425-678-1392

c. Contract title, number, start, and completion dates.

Law Enforcement Assisted Diversion-July 2020

d. Contract description and details.

Contracted case management services from the PDA and prosecuting attorney's office

B. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe

No

Attachment 'A'-Sample report as answer to 2-D:

Patients Overview

Total Patients Served 104

Patients Referred

Referred Once91 (100.0%) Referred Once91 (100.0%) Referred Multiple Times0 (0.0%) Referred Multiple Times0 (0.0%)

Referral Status

Submitted0 (0.0%) Submitted0 (0.0%) Received91 (98.9%) Received91 (98.9%)Rejected1 (1.1%)Rejected1 (1.1%)
Patients by Flag

1 (0.9%)1 (0.9%)2 (1.8%)2 (1.8%)9 (8.0%)9 (8.0%)6 (5.3%)6 (5.3%)
Referred Patients Prior 12 mos ED Visits

92 (100.0%)92 (100.0%)01-23-56-910+
Referred Patients Prior 12 mos 911 Calls

92 (100.0%)92 (100.0%)01-23-56-910+
Service Types
117 (100.0%)117 (100.0%) HOST
Patients with Multiple Services 19
Service Result

Other 16 (15.4%) Other16 (15.4%) Patient Requests To Be Discharged 0 (0.0%) Patient Requests To Be Discharged 0 (0.0%) Resources Exhausted 2 (1.9%) Resources Exhausted 2 (1.9%) Unable To Contact 51 (49.0%) Unable To Contact 51 (49.0%) Successful 21 (20.2%) Successful 21 (20.2%) Deceased 2 (1.9%) Deceased 2 (1.9%) Patient Moved Or Is Located Outside Of Service Area 8 (7.7%) Patient Moved Or Is Located Outside Of Service Area 8 (7.7%) Patient Non-Compliant 4 (3.8%) Patient Non-Compliant 4 (3.8%)

Assessments completed: 5 (33.3%) completed: 5 (33.3%) completed: 6 (40.0%) completed: 6 (40.0%) completed: 4 (26.7%) completed: 4 (26.7%) in-progress: 1 (20.0%) in-progress: 1 (20.0%) in-progress: 3 (60.0%) in-progress: 3 (60.0%) in-progress: 1 (20.0%) in-progress: 1 (20.0%) Not Started: 111 (33.4%) Not Started: 111 (33.4%) Not Started: 109 (32.8%) Not Started: 109 (32.8%) Not Started: 112 (33.7%) Not Started: 112 (33.7%) Alcohol Use Disorders Identification Test(AUDIT) Columbia Suicide Severity Rating Scale Drug Use Disorders Identification Test(DUDIT)

Total Encounters:
Successful Encounters

1890
Left VM 56 (3.0%) Left VM56 (3.0%) No Show 34 (1.8%) No Show 34 (1.8%) Other 96 (5.1%) Other 96 (5.1%) Successful 1411 (74.7%) Successful 1411 (74.7%) Unable to Locate 239 (12.6%) Unable to Locate 239 (12.6%) Unknown 45 (2.4%) Unknown 45 (2.4%)

Demographics

Participants Served 104
Veterans Served 2

Active Military Served 0

Sex

Female 32 (30.8%) Female 32 (30.8%) Male 72 (69.2%) Male 72 (69.2%)

Age

13 (12.5%) 13 (12.5%) 25 (24.0%) 25 (24.0%) 21 (20.2%) 21 (20.2%) 19 (18.3%) 19 (18.3%) 3 (2.9%) 3 (2.9%) 0-17 18-29 30-39 40-49 50-64 65+

Ethnicity

Hispanic or Latino 3 (2.9%) Hispanic or Latino 3 (2.9%) Non-Hispanic or Latino 12 (11.5%) Non-Hispanic or Latino 12 (11.5%) Unknown 89 (85.6%) Unknown 89 (85.6%)

Race

5 (4.8%) 5 (4.8%) 3 (2.9%) 3 (2.9%) 11 (10.6%) 11 (10.6%) 2 (1.9%) 2 (1.9%) 36 (34.6%) 36 (34.6%) 47 (45.2%) 47 (45.2%) American Indian or Alaska Native Asian Black or African American Other Race White Unknown

FORM 4.04 CERTIFICATE OF NON-DEBARMENT / SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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

The Lower Tier Participant (Applicant for a third party subcontract or subgrant under a federal funded project), Evergreen Recovery Centers hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

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

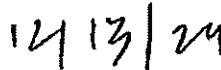
The Supplier, Evergreen Recovery Centers, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official



Title of Authorized Official



Date

FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

The Contractor, *Evergreen Construction*, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Patrick Evans
Signature of Contractor

Patrick Evans
Print Name

CEO
Title

12/13/24
Date

11627 Airport Rd suite B
Address

Everett WA 98204
City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.


REVISED - FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

Pursuant to **45 CFR Part 93.110** (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

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

The Contractor, Patrick Evans, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor

Patrick Evans

Print Name

CEO

Title

12/17/24

Date

11627 Airport Rd, Suite B

Address

Everett WA 98204

City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CITY OF EVERETT
RFP 2024-157
Competency Diversion Services
ADDENDUM #2**

Date Prepared: December 17, 2024

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Remains unchanged. Proposals are due on January 7, 2025, by 2:00 p.m.
2. **REVISION:** Form 4.05 **Certification of Lobbying** has been revised to read as attached.

All other terms and conditions remain unchanged.

Theresa Bauccio-Teschlog
Theresa Bauccio-Teschlog, CPPB
Procurement Manager

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year quarter Date of last report: _____	
4. Name and Address of Reporting Entity: Prime Subawardee Tler _____ <i>if known:</i> Congressional District, <i>if known:</i> 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>		
6. Federal Department/Agency: 			7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i>		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i>		
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

Page 24 of 28

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

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

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

Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SAMHSA CLAUSES

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

"EVERETT ALTERNATIVE RESPONSE TEAM"
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (<https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf>);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (<https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf>).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

1. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

1. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.


- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
 - II. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.
- IV. **Compliance with Award Terms and Conditions**
- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
 - b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.


Patrick Evans
12/13/24



STATE OF
WASHINGTON

BUSINESS LICENSE

Nonprofit Corporation

EVERGREEN RECOVERY CENTERS
EVERGREEN MANOR
STE B
11627 AIRPORT RD
EVERETT WA 98207-4022

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Feb 09, 2024

Unified Business ID #: 601140525

Business ID #: 001

Location: 0001

Expires: Mar 31, 2025

DUTIES OF MINORS:

Ages 16-17: Office assistance, event assistance, light maintenance assistance.

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years of age to perform window washing or other work requiring worker to be positioned at higher than ground or floor level. WAC 296-125-033(5)(b)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601140525 001 0001

Expires: Mar 31, 2025

EVERGREEN RECOVERY
CENTERS
EVERGREEN MANOR
STE B
11627 AIRPORT RD
EVERETT WA 98207-4022

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation 2024-157

Solicitation Information

Title: Competency Diversion Services

Description:

The City of Everett's Competency Diversion Program will offer forensic case management to unsheltered individuals or frequent utilizers of public safety and judicial systems. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

Delivery Terms: N/A: Not Applicable

Payment Terms: See Payment Notes

Contact Information

City of Everett
Theresa Bauccio-Teschlog
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States
Tel: (425) 257- 8901
bids@everettwa.gov

Start Date: Dec 05, 2024 5:15 PM PST

Open Date: Jan 07, 2025 2:00 PM PST

Collaboration Start Date: Dec 05, 2024 5:45 PM PST

Collaboration End Date: Dec 20, 2024 11:59 PM PST

Vendor may e-mail buyer directly: No

Following Questions and Answers have been published:

Question	Answer	Date Submitted	Date Responded	Attachments
Section 7 (Signed SAMSHA Clauses). It appears to be a blank page and I'm not sure what to sign.	Attach the clauses to your RFP response and sign Form 4.01.	Dec 09, 2024	Dec 09, 2024	Total:0
Form 4.06 I wasn't sure about the Lobbying activities; do we sign it anyway?	Form 4.06 is for the disclosure of lobbying activities.See Form 4.05 B for additional information.	Dec 09, 2024	Dec 09, 2024	Total:0
Form 4.02, do we fill out the price guide?	Yes, Form 4.02 must be completed and submitted per Section 4.1.	Dec 09, 2024	Dec 09, 2024	Total:0



PROCUREMENT

Request for Proposal #2024-157

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

Competency Diversion Services

TIMELINE - The following represents the schedule for this solicitation.	
<u>Event</u>	<u>Date</u>
Issue Date	December 6, 2024
Deadline for Final Questions.....	December 20, 2024, at 11:59 p.m.
Proposal Due Date	January 7, 2025
Anticipated Award	February 2025
Anticipated Contract Start Date	March 1, 2025
Contract End Date	September 30 th , 2025, unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years.
<p>E-mailed or delivered Proposals are acceptable.</p> <p>Submit Proposals to:</p> <p>E-mail: bids@everettwa.gov OR</p> <p>Delivery: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201</p> <p>Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus six (6) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.</p>	
<p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.</p>	

TABLE OF CONTENTS

1.1	PROPOSAL SUBMITTAL	4
1.2	OFFER PERIOD.....	4
1.3	REQUEST FOR DUE DATE EXTENSION.....	4
1.4	WITHDRAWAL OF PROPOSALS	4
1.5	SINGLE RESPONSE.....	4
1.6	MULTIPLE PROPOSALS.....	4
1.7	EVALUATION AND AWARD	4
1.8	WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES.....	5
1.9	EXCLUDED PARTIES.....	5
1.10	BUSINESS LICENSE.....	5
1.11	BID PROTEST PROCEDURES	5
1.12	NON-ENDORSEMENT.....	5
1.13	PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE.....	5
1.14	RESPONSE PROPERTY OF THE CITY OF EVERETT	7
1.15	NO OBLIGATION TO BUY.....	7
1.16	COST OF PREPARING PROPOSALS.....	7
1.17	RECYCLE	7
1.18	COOPERATIVE PURCHASING.....	7
2.1	PURPOSE.....	8
2.2	BACKGROUND.....	8
2.3	HIGHLIGHTS OF SERVICE.....	9
2.4	PROGRAM EXPECTATIONS.....	9
2.5	KEY OBJECTIVES	10
2.6	SUPPLIER RESPONSIBILITIES	10
2.7	KEY PERSONNEL	11
2.8	STAFF EXPERIENCE AND CAPABILITIES	11
2.9	REPORTING AND TRACKING MEASURES.....	12
2.10	CITY OF EVERETT RESPONSIBILITIES & PROVIDED SERVICES.....	13
2.11	QUALITY ASSURANCE.....	13
2.12	CONTRACT TRANSITION.....	14
2.13	PRICING ADJUSTMENTS.....	14
2.14	PAYMENT	14
3. 1	GENERAL	15

3.2	SELECTION PROCESS	15
3.3	CONTRACT AWARD AND EXECUTION	15
3.4	EVALUATION CRITERIA.....	15
3.5	INTERVIEWS	16
4.1	SUBMITTAL REQUIREMENTS	17

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

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

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

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

1.2 OFFER PERIOD

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

1.3 REQUEST FOR DUE DATE EXTENSION

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

1.4 WITHDRAWAL OF PROPOSALS

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

1.5 SINGLE RESPONSE

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

1.6 MULTIPLE PROPOSALS

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

1.7 EVALUATION AND AWARD

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

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

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

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

1.9 EXCLUDED PARTIES

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

<https://www.sam.gov>

1.10 BUSINESS LICENSE

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

1.11 BID PROTEST PROCEDURES

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

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

1.12 NON-ENDORSEMENT

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

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

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

B. Proposals are Public Records

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

Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

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

D. Proposals Not Marked as Confidential

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

E. Process for Disclosing Information

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

F. Indemnification by Proposer

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

G. Consent to Procedure

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

and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

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

1.15 NO OBLIGATION TO BUY

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

1.16 COST OF PREPARING PROPOSALS

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

1.17 RECYCLE

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

1.18 COOPERATIVE PURCHASING

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

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

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

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The City of Everett has received federal funding from the Substance Abuse Mental Health Services Administration (SAMHSA) to establish alternative response systems that support individuals within the crisis system. The program aims to use SAMHSA funds to provide comprehensive services, including behavioral health care, care coordination, intensive case management, peer support, and intervention services. In addition, services are intended to assist individuals involved with the City of Everett Justice System who are under-connected to supportive resources.

The target population includes individuals who have been found not competent by the courts and are either awaiting restoration, have completed restoration, or have been deemed not restorable. Many of these individuals may be frequent users of emergency systems, lack healthcare benefits, face inequitable access to medical and behavioral health care, and experience challenges such as substance use disorders or significant mental health issues. The City of Everett's Community Support Team, City Prosecutors, or other agencies serving the Everett Municipal Court System will be able to refer directly to this program.

The awarded supplier will be responsible for hiring qualified staff with the necessary training and experience to adhere to established procedures and effectively provide stabilization services. The supplier will supervise and implement direct case management, mental health care, and peer support services for individuals referred by City-appointed staff.

Furthermore, the supplier is expected to participate in regular communication and case planning meetings with the City of Everett, providing updates on accountability and progress. The provider is also expected to maintain positive, professional relationships with the City, clients, and the broader community.

Contracted amount cannot exceed \$447,724.00.

2.2 BACKGROUND

The City of Everett (COE) has a longstanding commitment to addressing street-level social issues through a co-response approach. In 2015, the Community Streets Initiative was launched to explore and address the factors contributing to homelessness in Everett's urban core. The opioid crisis, affordable housing shortages, historical racial inequalities, low incomes, and inadequate social infrastructure have all made it difficult to find sustainable solutions.

In response, the City of Everett founded the Community Outreach and Enforcement Team (COET) in 2015, a Co-Responder model pairing social workers with police officers. COET primarily functions as a diversion program, assisting unsheltered individuals in accessing services, treatment, and shelter. Building on COET's success, the Community Support Team was established in 2021 to expand services to additional City departments, including Police, Fire, Library, Code, and Parks. While the team provides immediate intervention and limited follow-up care, managing long-term and complex needs often falls beyond their capacity.

Finding stability can be particularly challenging for individuals who are unsheltered, incarcerated, or experiencing behavioral health issues. Those facing competency challenges often encounter additional barriers and struggle to engage in supportive services consistently. Snohomish County, including Everett, faces a shortage of resources and providers equipped to support individuals with complex competency-related needs.

These individuals frequently experience chronic, co-occurring health conditions, mental health issues, substance use disorders, and histories of trauma. The City of Everett recognizes that competency diversion is a critical tool to help these individuals navigate the court system, recover from behavioral health struggles, improve overall health and wellness, and reduce future interactions with the criminal justice system.

2.3 HIGHLIGHTS OF SERVICE

The City of Everett's Competency Diversion Program will offer forensic case management to unsheltered individuals or frequent utilizers of public safety and judicial systems. This will be achieved by coordinating care, advocating for the best options, and providing necessary support. Additionally, the program will employ intervention specialists to assist those who do not regularly engage in case management and frequently interact with the jail system. These intervention specialists will assess and address the needs of repeatedly incarcerated individuals.

The program's primary goals are to increase service connections, reduce 911 service calls, support the courts, and lessen the community impacts caused by individuals facing behavioral health competency challenges. By providing direct case management and other essential services, the City of Everett aims to assist individuals caught in the criminal justice cycle further.

This program is designed to help clients develop the skills needed to address their challenges, secure long-term housing, and access treatment and healthcare services. Additionally, program staff will serve as the liaison between clients and their professional support networks, helping to navigate the barriers that hinder progress. Through a high level of support, staff will promote overall recovery from behavioral health issues, crises, or homelessness.

2.4 PROGRAM EXPECTATIONS

The program is expected to serve fifteen (15) to thirty (30) individuals annually, with case management lasting from 90 days to 12 months. Cases may be extended or reopened based on individual needs. Cases should be closed after 90 days of no contact or if the client cannot be located. The case may also be closed if a client is highly engaged, well-connected with other service providers, and stabilized. All case decisions will be made in collaboration with the City of Everett's Community Support Team and, when necessary, a Prosecuting Attorney Representative. Clients will be identified through a referral system, with referrals from the City of Everett's Community Support Team, City Prosecutors, or other agencies serving the Everett Municipal Court System.

The Competency Diversion Program will offer long-term care coordination, case management, peer support, and access to essential services, including mental health care. Once a referral is received, the contractor is expected to engage with the individual within 72 hours, making consistent and varied efforts to reach them in the community. Program staff will ensure that individuals receive appropriate, community-based care and treatment.

Examples of expected work with clients:

- Obtaining essential identifying documents like birth certificates, social security cards, and Washington State identification.
- Establishing income, including assistance with Aged, Blind, or Disabled (ABD) benefits, Social Security, and opening bank accounts.

- Accessing food assistance such as Electronic Benefit Transfer (EBT) cards and connecting them with food banks or meal services.
- Addressing housing needs through 211 and housing navigator connections while keeping cases active and exploring options for sober housing, transitional housing, affordable apartments, or shelters.
- Securing healthcare insurance and ensuring that healthcare providers see clients.
- Arranging transportation and accompanying clients to appointments as needed.
- Connecting with support systems such as mentors, family, friends, peers, recovery groups, job centers, volunteer organizations, and counselors.
- Visiting incarcerated clients to maintain engagement while in custody.
- Facilitating access to medication-assisted treatment for mental health, substance use disorders, or both.
- Attend alongside client court proceedings in effort to provide support during court proceedings.
- Participate in competency diversion court or other / alternate court hearings on the behalf of client participation and engagement.
- Supporting clients in the criminal justice system, including court appearances, written communication, and follow-ups with prosecutors and defense attorneys.
- Holding other agencies accountable by advocating for the clients served.

2.5 KEY OBJECTIVES

The key objectives of the program are to:

1. Actively assist the client with overall recovery from behavioral health conditions.
2. Provide proactive care management, case support, peer and mental health services for those referred. This includes active outreach and locating those referred.
3. Engage with those incarcerated to create a safe discharge plan in the community.
4. Provide the client with a single point of contact for connection to multiple health and social services.
5. Maintain active contact with individuals referred.
6. Develop relationships with local suppliers and community organizations and function as an integral part of the local community.
7. Work to remove barriers that prevent individuals' access to care, such as transportation needs.
8. Care coordination, including scheduling appointments, arranging transportation, conducting appointment reminder calls, and following up to verify service initiation, progress, and need for service adjustment and incorporation into the care plan.
9. Track data and outcome measures.
10. Actively participate in ongoing evaluation and collaboration with city staff and community partners.
11. Actively participate in court proceedings related to those served.
12. Create meaningful contacts and connections with individuals served.

2.6 SUPPLIER RESPONSIBILITIES

The supplier will be expected to provide the following level of service at a minimum:

1. Upon employing any new staff, provide the employee's qualifications and experience for the City of Everett's review and approval.
2. Familiarity with appropriate services for individuals referred by the City of Everett and within its geographic area.
3. Provide services to individuals who are referred by the City of Everett Community support team or other city identified personnel.

4. Competency Diversion staff are flexible, community-based, collaborative, client-oriented, and available to provide services during established contract hours.
 - Flexible –Ability for staff to flex their schedule when necessary to accommodate special program needs.
 - Community-Based – Ability to meet clients in the Everett Geographic area and the willingness and ability to ensure transportation for those served to appointments and other suppliers as necessary.
 - Collaborative – Develop individual care plans and complete referrals for funding, housing, and assessments for substance use disorder (SUD), mental health, medical, dental, and any other needs as requested.
 - Client Oriented – Provide outreach to individuals by meeting them where they are while assisting them with progress towards being sheltered and addressing needs. For example, street outreach requires the ability to navigate city streets on foot easily and tolerate a variety of weather conditions and terrain.
5. Provide all necessary equipment and supplies such as phones, other office needs, data tracking, software systems, vehicles, or other transportation needs for case managers.
6. Provide adequate resources and information for Case Managers to assist individuals in the City of Everett, including, but not limited to, housing, mental health, physical health, substance use disorder, the Department of Social and Health Services, dental care, community supports, clothing, and food.
7. Facilitate communication among families, City community support team, courts, and other treatment providers and systems in which the client is involved.
8. Meet with the Community Support Manager or representative once per month to review cases and collaborate regarding programming.
 - A supplier representative is available to attend the City’s community care collaboration team meetings regularly.
9. Ensure staff provide continuity of care, oversight, and access to and coordination of services to meet individualized client goals.
10. The Supplier agrees to comply with 2 CFR 200 Uniform Administrative Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2.7 KEY PERSONNEL

Key personnel will form a multidisciplinary team to provide primary care services to program participants. This team may include case managers, peer specialists, outreach workers, medical staff, licensed behavioral health specialists, substance use disorder (SUD) providers, and housing navigators. The team will be supervised to ensure that expected outcomes are achieved and contractual obligations are fulfilled.

The supplier must provide the City of Everett with the names of staff assigned to the program prior to service start-up, as well as any staff changes or upon request throughout the term of the contract.

2.8 STAFF EXPERIENCE AND CAPABILITIES

Staff must be proficient and sufficiently trained to provide the requested services. The supplier must ensure that all staff members have the following experience and capabilities:

A. Technical Proficiency

Staff involved in the Case Management Program must demonstrate technical proficiency. This includes but is not limited to, prior experience, training, knowledge of human development and behavior, and experience working with unsheltered individuals, including any relevant specialized education or training.

B. Behavioral Health

Staff must comprehensively understand the interdisciplinary approach to behavioral health treatment and recovery from homelessness. They should employ shared decision-making and collaborate with other providers to ensure those served are connected to available resources. This approach will minimize service duplication and create best-practice outcomes for the individuals served.

C. De-Escalation

Staff must be capable of handling and de-escalating individuals experiencing mental health crises.

D. Diversity

Staff must be sensitive to and knowledgeable about diverse cultures. They should be able to integrate the needs of culturally diverse groups and individuals with disabilities into clinical practice.

E. Decision-Making

Staff must have the ability to perform daily assessments, evaluate a client's progress, and make informed recommendations.

F. Training

Staff must be adequately trained and familiar with working with individuals who are unsheltered, as well as those with disabilities, mental health disorders, substance use disorders, and those from diverse cultures, races, sexual orientations, and age groups. Training requirements may include but are not limited to, direct experience or training in working with unsheltered individuals, seniors, and non-English speakers.

G. Safety and Emergency Procedures

Staff must have thorough knowledge of the safety and emergency procedures established by the supplier and the City of Everett.

H. Computer Proficiency

Staff must be proficient in using Microsoft Word and Excel and able to use a cell phone, tablet, or laptop while providing case management services. Proficiency includes, but is not limited to, the ability to compose, send, and receive electronic messages and documents using equipment provided by the supplier.

2.9 REPORTING AND TRACKING MEASURES

Client tracking and data reporting must be documented in a format acceptable to the City and submitted monthly to the City of Everett's Community Support Coordinator or their representative. The following are the minimum key data points that will be measured, tracked, and reported:

1. Number of unique individuals served.
2. Number of individuals engaged while incarcerated.
3. Number of individuals participating in substance use treatment services (e.g., outpatient, inpatient, or medication-assisted treatment).
4. Number of individuals housed in shelters, pallet homes, sober housing, permanent housing, or adult family homes.

5. Number of individuals receiving mental health treatment services (e.g., inpatient, outpatient, or triage).
6. Number of individuals receiving healthcare services (e.g., dental, primary, or eye care).
7. Number of individuals connected to financial resources (e.g., bank accounts, Aged, Blind, or Disabled (ABD) cash assistance, Housing and Essential Needs (HEN), Social Security, or Department of Social and Health Services (DSHS) benefits).
8. Number of individuals whose cases were dismissed due to completion and engagement in competency diversion services.
9. Identified service gaps, such as unavailable services (e.g., shelters, mental health counseling, treatment beds) and unnecessary services (e.g., safe parking for males, day centers).

2.10 CITY OF EVERETT RESPONSIBILITIES & PROVIDED SERVICES

City of Everett staff will be responsible for and provide the following:

- The City of Everett Community Support Manager or designate will oversee all aspects of the contract, including but not limited to monitoring and reviewing the supplier's performance, reports, and data provided under this contract, approval of submitted invoices, and obtaining approval of all changes in the contract.
- The City of Everett Community Support Manager or designate will provide onsite coordination, support in the client referral process, tracking, and assistance with coordinating the day-to-day deployment of contracted competency diversion staff. Clinical supervision will remain the responsibility of the contractor.
- Review and approve the qualifications and experience of staff providing service under this contract, including new and replacement staff proposed by the Supplier. The City of Everett also reserves the right to require contractor staff to be replaced because of justifiable complaints by program customers, their legal guardians, support systems, or allied agencies.

2.11 QUALITY ASSURANCE

The Supplier must ensure staff is eligible to provide competency diversion for individuals and, at minimum, must provide:

1. Education & Experience Verification

- The supplier will select case managers for this position based on having experience working with the populations described and who have experience in working with interdisciplinary teams.
- Before hiring any employee, the supplier will verify that the employees assigned to the contract have the stated education and experience in managing case management programs, homeless outreach, shared decision-making, collaboration, and managing those with behavioral health concerns.

2. Background Check

Before hiring any employee, the Supplier must obtain a nationwide criminal background check. Records of criminal background checks must be kept on file by the Supplier and made available to the City of Everett for review upon request. Proposers shall describe their source and method of obtaining background checks as part of their proposal as part of their answer to **Form 4.03, 2G**. After work begins, any new or added employees, volunteers, or interns of the Contractor must also comply with the city of Everett's security background check requirement as stated above.

3. Safety & Emergency

The proposer must provide the City of Everett with copies of its agency's written safety and emergency policies and procedures as part of their proposal response to **Form 4.03, 2G**.

2.12 CONTRACT TRANSITION

In the event of a follow-on contract award to another Supplier, the Supplier will ensure a cooperative and smooth transition with a new contract provider or the City of Everett, such as turnover of records, status, reports, etc.

2.13 PRICING ADJUSTMENTS

Prices must remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier must supply documentation that is satisfactory to the City of Everett, such as documented changes to the Consumer Price Index for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is fair and reasonable to the city's satisfaction. Requests for any such change must be made in writing to the Procurement Division. The city will issue a written contract amendment that will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

The Supplier must give the City of Everett Procurement Division thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

2.14 PAYMENT

The Supplier agrees to submit payment requests at least monthly. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Supplier.

Within thirty (30) days of a properly prepared invoice in a form acceptable to the city, the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

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

City of Everett – Attn: Kelli Roark
2930 Wetmore Avenue, Suite 8A
Everett, WA 98201
kroark@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

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

3.2 SELECTION PROCESS

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

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

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

3.4 EVALUATION CRITERIA

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

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	150	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	50	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

3.5 INTERVIEWS

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

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

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

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include the following forms which are included as part of the solicitation:

- 1. Supplier Commitment and Information**
- 2. Price Sheet**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension**
- 5. Certification Regarding Lobbying by Contractor**
- 6. Disclosure of Lobbying Activities**
- 7. Signed SAMSHA Clauses**

4.2 SUGGESTED RESPONSE FORMAT

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

SAMHSA CLAUSES

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

I. Standard Terms and Conditions

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
 - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
 - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
 - iii. [2 CFR 200](#), as applicable;
 - iv. [45 CFR Part 75](#) as applicable;
 - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
 - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

II. Special Terms and Conditions

- a. Standards for Financial Management
 - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
 - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
 - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
 - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

III. Closeout Requirements

- a. Subrecipients must complete all actions required for closeout to include:
 - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
 - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
 - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
 - i. Closeout and the terms and conditions listed in the Notice of Award.
 - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
 - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
 - 1. Final Financial Report;
 - 2. Final Progress Report or other reports required by the terms and conditions of the award.

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION
SAMHSA TERMS AND CONDITIONS
COMPETENCY DIVERSION SERVICES RFP#2024-157

3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

IV. Compliance with Award Terms and Conditions

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

Project title: Professional Services Agreement (PSA) with BHC Consultants for Chlorine Contact Channel Isolation Valve Replacement Project Design and Bid Assistance

Council Bill #

Project: Chlorine Contact Channel Isolation Valve Replacement

Partner/Supplier: BHC Consultants LLC

Location: Water Pollution Control Facility (WPCF)

Preceding action: n/a

Fund: 401 – Water and Sewer Utility

Agenda dates requested:

Briefing

Proposed action

Consent 02/26/25

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with BHC Consultants with a total compensation amount not to exceed \$96,806.00. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

A 48-inch concrete cylinder pipe at the Water Pollution Control Facility is used to convey secondary effluent from the secondary clarifiers to the chlorine contact channel for disinfection. A butterfly valve on the 48-inch pipeline is used to isolate the chlorine contact channel for maintenance during the wet weather months. This valve no longer seals sufficiently, and the amount of leakage has increased in recent years, such that the valve no longer adequately serves its purpose and needs to be replaced.

BHC Consultants will provide design and bid assistance for replacement of the valve on the 48-inch concrete cylinder.

The Professional Services Agreement will be a 2-year contract with a completion date of December 31, 2026, and a total contract amount of \$96,806.00.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2025 Professional Services Agreement with BHC Consultants for design and bid assistance for the Chlorine Contact Channel Isolation Valve Replacement Project.

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	BHC Consultants LLC
	1601 Fifth Ave. Suite 500 Seattle, WA 98101
	tom.giese@bhconsultants.com
City Project Manager	Brian Doolan
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	bdoolan@everettwa.gov
Brief Summary of Scope of Work	Chlorine Contact Channel Isolation Valve Replacement
Completion Date	December 31, 2026
Maximum Compensation Amount	\$96,806.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	AssuredPartners Design Professionals Insurance Service, LLC
	(510) 465-3090
	Jennifer.Aguirre@AssuredPartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: 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>Answer: 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>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</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**

BHC CONSULTANTS LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Tom Giese

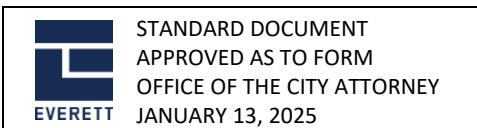
Signer's Email Address: tom.giese@bhconsultants.com

Title of Signer: Vice President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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, 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.1.13.25)**

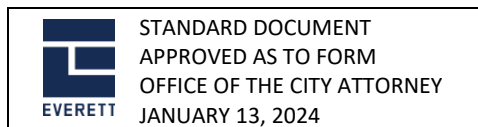


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



City of Everett

**WPCF CHLORINE CONTACT CHANNEL ISOLATION VALVE
REPLACEMENT PROJECT**

Scope of Services for Design and Bid Assistance

January 30, 2025



EXHIBIT A

SCOPE OF SERVICES

Background

The City of Everett, Washington (City) has selected BHC Consultants, LLC (BHC) to provide engineering and bid assistance services for the Chlorine Contact Channel Isolation Valve Replacement Project at the Water Pollution Control Facility (WPCF).

A 48-inch concrete cylinder pipe at the Everett Water Pollution Control Facility (WPCF) is used to convey secondary effluent from the secondary clarifiers to the chlorine contact channel for disinfection before being pumped by the South Effluent Pump Station for discharge into Port Gardner. A butterfly valve on the 48-inch pipeline is used to isolate the chlorine contact channel for maintenance during the wet weather months (November through June) when effluent can be discharged by a separate pump station to the Snohomish River. This valve no longer seals sufficiently, as the amount of leakage has increased in recent years such that it no longer adequately serves its purpose and needs to be replaced. Therefore, the City wishes to replace this valve.

This work will be bid with the replacement of a 30-inch valve at Lift Station No. 1 as a single project. Design for replacement of the valve at Lift Station No. 1 is provided under a separate scope of services, but since these two replacements will be combined into a single project the budget for common elements are split evenly between the two scopes of services.

This scope of services includes design and bid assistance associated with the project elements necessary to prepare bid documents and assist the City with bidding and awarding the project for construction. Additional work for engineering services during construction can be incorporated at a later date as an amendment to the agreement for these initial services.

Scope of Services

Task 100 – Project Management

Objectives

Monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing. Also, provide coordination with BHC staff and City personnel and conduct quality control (QC) reviews.

BHC Services

1. Coordinate and manage the project team.
2. Subcontract with and manage project subconsultants. BHC will subcontract with Landau to provide permitting support as described under Task 200.
3. Prepare monthly status reports describing the following:
 - a. Services completed during the month.
 - b. Services planned for the next month.
 - c. Needs for additional information.
 - d. Scope/schedule/budget issues.
 - e. Schedule update and financial status summary.
 - f. An estimated cash flow (billing) forecast.

4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will attend monthly project management meetings with the client and will review project scope, schedule, and budget issues.
6. Provide QC review of deliverables prior to delivery in accordance with BHC QA/QC policies.
7. Host web-conference meetings, if needed.
8. Prepare Scope of Services, Schedule, and Budget for engineering services during construction.

City of Everett Responsibilities

1. Attend project management meetings.
2. Processing and payment of invoices in accordance with the Professional Services Agreement.
3. Review and process contract change requests and amendments, if needed.

Assumptions and Meetings

1. Project management duties are limited to those associated with design and bid assistance with an assumed duration of up to ten (10) months.
2. One project management meeting will be held via phone per month. One hour of project manager time will be required for each meeting including preparation, attendance, follow-up, and notes.
3. Invoices will be BHC standard invoice format. Each invoice will have a distinct number for tracking purposes.
4. Copies of subconsultant invoice statements, as applicable, will be provided with monthly invoices. Incidental miscellaneous expenses (travel reimbursement, etc.) do not require submittal of backup statements.

Deliverables

1. Scope of Services, Schedule (Gantt chart in MS Project or Excel), and Budget (e-mailed Adobe PDF file) for engineering services during construction.
2. Monthly status reports and invoices (e-mailed Adobe PDF files).
3. Written summary notes (e-mail) describing decisions, direction, action items, or issues associated with scope and budget discussed during monthly project management meetings.

Task 200 – Permitting Support

Objectives

It is assumed no permitting support will be required for the valve replacement at the WPCF.

BHC Services

None.

City of Everett Responsibilities

None.

Assumptions and Meetings

Not Applicable.

Deliverables

None.

Task 300 – Design

Objectives

To provide bid-ready plans, specifications, and opinion of probable construction cost (OPCC) based on the proposed improvements described herein.

BHC Services

The design services for this task will be conducted under three (3) separate subtasks (50 percent design, 90 percent design, and final design). The work to be included under each subtask is as follows:

Subtask 301 – Preliminary Design

1. Evaluate different valve options (e.g. plug valve, gate valve, and butterfly valve) for the chlorine contact channel isolation valve in terms of how they could fit into the existing valve vault.
2. Examine how much of the old rail car pad adjacent to the chlorine contact channel isolation valve would need to be demolished to replace the valve versus physical and cost impacts of demolishing the entire pad.
3. Prepare a brief draft technical memorandum summarizing the findings, evaluations, and recommendations, which the City will utilize to provide direction for the 50% design via comments received during a preliminary design review meeting. This direction will be captured in a final version of the technical memorandum. A single technical memorandum will be prepared covering predesign for this work and replacement of the valve for Lift Station No. 1.

Subtask 302 - Fifty (50) Percent Design:

1. Prepare 50 percent design level drawings including: general sheets, demolition plans, major demolition sections, civil plan views, and major civil sections. Budget associated with common drawings for the combined project (including replacement of the valve at Lift Station No. 1) will be split evenly between the two scopes of services.
2. Prepare 50 percent design level specifications including: table of contents, construction constraints and sequence, temporary facilities and controls, earthwork specifications, and pipe specifications. Budget associated with common specifications for the combined project will be split evenly between the two scopes of services.
3. Determine lead time for the new valve. If the lead time is long and the City chooses to pre-purchase the valve, BHC will prepare a specification for the valve for pre-purchase.
4. Prepare 50 percent design level opinion of probable construction cost for the combined project. Budget for this work is split evenly between the two scopes of services.
5. Prepare project schedule for the combined project. Budget for this work is split evenly between the two scopes of services.

6. Perform QC review of the 50 percent design submittal for the combined project. QC review will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. Budget for this work is split evenly between the two scopes of services.
7. Submit 50 Percent Design Submittal for the combined project including plans, specifications, opinion of probable construction cost, and project schedule to the City for review.
8. One (1) site visit is assumed necessary for investigation/confirmation of site conditions to support preparation of the 50 Percent Design Submittal. Budget for this site visit is split evenly between the two scopes of services.
9. One (1) meeting with the City to review the 50 Percent Design Submittal for the combined project and discuss City review comments. BHC will prepare notes to document decisions. Budget for this work is split evenly between the two scopes of services.

Subtask 303 - Ninety (90) Percent Design:

1. Address 50 Percent Design Submittal City review comments. Prepare and submit a Record of Comment to clearly address the resolution to each City review comment. Budget associated with addressing comments on the 50% submittal for the combined project (including replacement of the valve at Lift Station No. 1) will be split evenly between the two scopes of services.
2. Prepare 90 percent design level drawings, which includes initial development of all drawings. Budget for this work is split evenly between the two scopes of services.
3. Prepare 90 percent design level specifications, which includes initial development of all technical specifications and also all Division 01 specifications. Additionally, BHC will enter project specific information into the Division 00 specifications provided by the City. Budget for this work is split evenly between the two scopes of services.
4. Prepare 90 percent design level opinion of probable construction cost for the combined project. Budget for this work is split evenly between the two scopes of services.
5. Prepare updated combined project schedule. Budget for this work is split evenly between the two scopes of services.
6. Perform a QC review of the 90 percent design submittal for the combined project. QC review will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. Budget for this work is split evenly between the two scopes of services.
7. Submit 90 Percent Design Submittal for the combined project including plans, specifications, opinion of probable construction costs, and project schedule to the City for review. Budget for this work is split evenly between the two scopes of services.
8. One (1) site visit assumed necessary for verification of design elements prior to completion of the 90 Percent Design Submittal. Budget for this work is split evenly between the two scopes of services.
9. One (1) meeting with the City to review the 90 Percent Design Submittal for the combined project and discuss City review comments. BHC will prepare notes to document decisions. Budget for this work is split evenly between the two scopes of services.

Subtask 304 - Final Construction Bid Documents:

1. Address 90 Percent Design Submittal City review comments for the combined project. Prepare and submit a Record of Comment to clearly address the resolution to each City review comment. Budget for this work is split evenly between the two scopes of services.

2. Prepare construction bid level drawings and specifications for the combined project. Budget for this work is split evenly between the two scopes of services.
3. Perform a QC review of the final design submittal for the combined project to ensure all City comments have been properly addressed. Budget for this work is split evenly between the two scopes of services.
4. Prepare final opinion of probable construction cost for the combined project. Budget for this work is split evenly between the two scopes of services.
5. Prepare updated combined project schedule. Budget for this work is split evenly between the two scopes of services.
6. If requested, submit electronic copies of the Final Construction Bid Documents for the combined project prior to engineer's signature to the City for final review, comment, and/or acceptance.
7. Address any final City comments and submit electronic copies of the signed Final Construction Bid Documents for the combined project to the City. Budget for this work is split evenly between the two scopes of services.

City of Everett Responsibilities

1. Provide available record drawings as requested.
2. Provide written comments on the 50 percent and 90 percent design submittals.
3. Confirm the 90 percent design submittal adequately addresses City comments on the 50 percent design and provide follow-up comments as needed.
4. Confirm the final design submittal adequately address City comments on the 90 percent design and provide follow-up comments as needed.
5. Provide timely review of deliverables and responses to information requests. City reviews shall be completed within two (2) weeks.
6. City to provide Division 00 specification sections in Word format.

Assumptions and Meetings

1. No structural, mechanical, architectural, electrical, or instrumentation drawings will be required for the design.
2. Project specifications will utilize the 6-digit Construction Specifications Institute (CSI) format.
3. Up to three (3) BHC staff members will meet with the City to review the draft preliminary design technical memorandum for the combined project. The meeting will be virtual and up to 2 hours in duration, including notes.
4. Up to three (3) BHC staff members will meet with the City to review the 50 percent and 90 percent design submittals for the combined project. Meetings will be in-person and 6 hours in duration including travel time and notes.
5. Two (2) site visits by up to three (3) BHC staff members during the design process for the combined project. Site visit duration is 6 hours including travel time and follow-up.
6. Surveying is not required. The WPCF site plan will utilize record drawing information and/or an aerial image.

Deliverables

1. Electronic copy (Adobe PDF format) of draft and final preliminary design technical memorandum for the combined project.
2. Electronic copy (Adobe PDF format) of 50 percent and 90 percent drawings, specifications, and OPCC for the combined project. Drawings to be submitted as half-size.

3. Electronic copy (Adobe PDF format) of the 50 Percent and 90 Percent Design Submittal Record of Comment for the combined project.
4. Electronic copy (Adobe PDF format) of Final Construction Bid Documents for the combined project, stamped and signed.
5. Electronic copy (Adobe PDF format) of meeting notes for the 50 and 90 percent review meetings for the combined project.

Task 400 – Bid Assistance

Objectives

This effort shall assist the City during the bidding process.

BHC Services

1. Up to two (2) BHC staff members will attend a pre-bid meeting for the combined project. Budget for this meeting is split evenly between the two scopes of services.
2. Provide technical review and responses to bidder questions.
3. Assist the City in preparing addenda for the combined project. Budget for this work is split evenly between the two scopes of services.
4. Assist the City with verifying bids for the combined project. Budget for this work is split evenly between the two scopes of services.

City of Everett Responsibilities

1. Advertise the combined project in the DJC and local newspaper(s).
2. Submit bid documents and addenda for the combined project to Builder's Exchange.

Assumptions and Meetings

1. There will be one (1) pre-bid meeting for the combined project.
2. BHC will not need to attend the bid opening.
3. BHC will respond to up to twelve (12) bidder questions for the combined project.
4. BHC will help prepare up to two (2) addenda for the combined project.

Deliverables

1. Responses to bidder questions, as required.
2. Draft addenda, as needed.

Task 500 – Engineering Services During Construction

To be included later as an amendment to the original agreement.

Task 600 – Management Reserve

Objective

This task has been included to cover additional work identified by the City not included in the Scope of Services. An amount totaling 10% of the contract subtotal is assigned to this task.

Fee

The consultant fee estimated for Tasks 100, 200, 300, 400, and 600 only, including subconsultants and other direct costs (ODCs) is \$96,806. A detailed breakdown of the fee estimate is attached and labeled Exhibit B.

Expenses are based on the following Rates:

- Mileage: IRS rate (currently \$0.70 per mile)
- Printing:
 - B&W 8.5x11: \$0.15 per page
 - B&W 11x17: \$0.30 per page

Schedule

The schedule lengths for Tasks 100, 200, 300, and 400 are as follows:

- | | |
|--|----------------------------------|
| • Task 100: Project Management | 10 months |
| • Task 200: Permitting Support | 8 months |
| • Task 300: Design | 8 months |
| ○ Task 301: Preliminary Design | 2 months |
| ○ Task 301: 50 Percent Design | 4 months (overlap with Task 301) |
| ○ Task 302: 90 Percent Design | 3 months |
| ○ Task 303: Final Construction Bid Documents | 1 month |
| • Task 400: Bid Assistance | 2 months |

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

CITY OF EVERETT - WPCF CHLORINE CONTACT CHANNEL ISOLATION VALVE REPLACEMENT									Date:	24-Jan-25
PROJECT HOURS, EXPENSES AND FEE ESTIMATE									EXHIBIT B	
Labor Category		Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)						Total Hours	Cost
			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		
			Project Management	Permitting Support	Design	Bid Assistance	Engineering Services During Construction	Management Reserve		
1	Project Manager (T. Giese)	\$ 95.00	26	0	91	11			128	\$ 12,160
2	Principal in Charger / QC (J. Gillespie)	\$ 95.00	7	0	2	2			11	\$ 1,045
3	Project Engineer (S. Krishnamurthy)	\$ 57.00	0	0	151	11			162	\$ 9,234
4	CADD Manager (S. Osloe)	\$ 61.50	0	0	9	0			9	\$ 523
5	CADD Tech	\$ 52.00	0	0	129	0			129	\$ 6,708
6	Clerical (K. McElwain)	\$ 45.00	0	0	20	0			20	\$ 900
7	Project Administrator (P. Coughlin)	\$ 46.00	10	0	0	0			10	\$ 460
									-	\$ -
Total Task Hours			43	0	402	24	0	0	469	
Subtotal Direct Salary Cost (DSC), \$			3,595	0	25,573	1,862	0	0		\$ 31,030
Overhead on DSC (Indirect cost) @, %			152.27%	5,474	38,940	2,835	0	0		\$ 47,249
Total Labor Cost, \$			9,069	0	64,513	4,697	0	0		\$ 78,279
Expenses, \$			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		Expenses
			Project Management	Permitting Support	Design	Bid Assistance	Engineering Services During Construction	Management Reserve		
1	Reimbursable Expenses				266	67		8,800		\$ 9,133
2	Communication Charge (3% of labor)									\$ -
3	Expense									\$ -
4	Per Labor Hr. Tech. Charge		0	0	0	0	0	0		\$ -
Total Expenses, \$			0	0	266	67	0	8,800		\$ 9,133
TOTAL LABOR AND EXPENSES			9,069	0	64,779	4,764	0	8,800		\$ 87,412
Subconsultant Expenses, \$			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		Sub Expenses
			Project Management	Permitting Support	Design	Bid Assistance	Engineering Services During Construction	Management Reserve		
1	Subconsultant (ADS Utility Locates)									\$0
2	Subconsultant (Surveyor)									\$0
3	Subconsultant (Permitting)									\$0
4	Subconsultant (Mechanical - HVAC)									\$0
TOTAL SUBCONSULTANTS			0	0	0	0	0	0		\$0
Subconsultant Admin Mark-up, %			5.00%	0	0	0	0	0		\$0
Subtotal Cost by Task			9,069	0	64,779	4,764	0	8,800		\$ 87,412
Fee/Profit (as % of Total DSC & Overhead)			12.00%	1,088	7,742	564	0	0		\$ 9,394
Next Year's Labor Escalation*			4.00%	0	0	0	0	0		\$ -
TOTAL ESTIMATED COST AND FEE, \$			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		Total
			Management	Permitting Support	Design	Bid Assistance	Services During	Reserve		
			10,157	0	72,521	5,328	0	8,800		\$ 96,806

* Next year's labor escalation was calculated assuming 0.00% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	2.83
Fee/Profit as a % of DSC Only	30.27%

Project title: Professional Services Agreement (PSA) with BHC Consultants for Lift Station No. 1 Valve Replacement Project Design and Bid Assistance

Council Bill #

Project: Lift Station No. 1 Valve Replacement

Partner/Supplier: BHC Consultants LLC

Location: Sewer Lift Station No. 1

Preceding action: n/a

Fund: 401 – Water and Sewer Utility

Agenda dates requested:

Briefing
Proposed action
Consent 02/26/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with BHC Consultants with a total compensation amount not to exceed \$137,036.00. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

Lift Station No. 1 (LS-1) was constructed in 1984 to replace a smaller lift station. A 30-inch gate valve was installed to allow isolation of the downstream 30-inch pipeline and permit the wet well to be pumped down for maintenance access. The 30-inch gate valve has become non-functional and is located near the south bank of Pigeon Creek, making replacement without impact to the creek difficult.

The City seeks to relocate the new 30-inch plug valve to the other side of Pigeon Creek, closer to the LS-1 wet well to allow for more space for installation and construction activities. The 30-inch plug valve will be placed in a vault to provide access for future maintenance activities. BHC Consultants will provide design and bid assistance for replacement and relocation of the 30-inch plug valve.

The Professional Services Agreement will be a 2-year contract with a completion date of December 31, 2026, and a total contract amount of \$137,036.00.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2025 Professional Services Agreement with BHC Consultants for design and bid assistance for the Lift Station No. 1 Valve Replacement Project.

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	BHC Consultants LLC
	1601 Fifth Ave. Suite 500
	Seattle, WA 98101
	tom.giese@bhconsultants.com
City Project Manager	Brian Doolan
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	bdoolan@everettwa.gov
	Lift Station No. 1 Valve Replacement
Completion Date	December 31, 2026
Maximum Compensation Amount	\$137,036.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	AssuredPartners Design Professionals Insurance Service, LLC
	(510) 465-3090
	Jennifer.Aguirre@AssuredPartners.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: 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>Answer: 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>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</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**

BHC CONSULTANTS LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Tom Giese

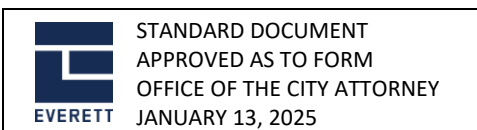
Signer's Email Address: tom.giese@bhconsultants.com

Title of Signer: Vice President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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, 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.1.13.25)**

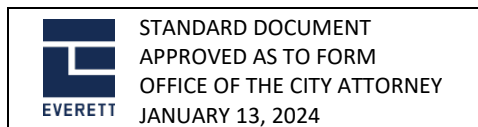


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



City of Everett

LIFT STATION NO. 1 VALVE REPLACEMENT PROJECT

Scope of Services for Design and Bid Assistance

January 30, 2025



EXHIBIT A

SCOPE OF SERVICES

Background

The City of Everett, Washington (City) has selected BHC Consultants, LLC (BHC) to provide engineering and bid assistance services for the Lift Station No. 1 (LS-1) Valve Replacement Project.

LS-1 is located at the end of Pigeon Creek Road near where Pigeon Creek enters Possession Sound. Burlington Northern Sante Fe (BNSF) railroad tracks run along the shoreline between LS-1 and Possession Sound. LS-1 was constructed in 1984 to replace an old smaller lift station. A diversion structure was built that receives most of the flow that had been conveyed by the older smaller lift station and routes it through a 24-inch pipeline connecting to the 30-inch influent pipeline that conveys flow to LS-1. The old smaller lift station still receives some flow, but a much smaller amount. A 30-inch gate valve is installed along the 30-inch influent pipeline just downstream of where the 24-inch pipeline connects. This valve could be used to isolate the downstream 30-inch pipeline so that the wet well could be pumped down and accessed for maintenance. When the 30-inch gate valve is closed, flow through the 24-inch pipeline and diversion structure is reversed and instead of flow being conveyed from the old smaller lift station, flow is conveyed to the old smaller lift station. The capacity of the old smaller lift station is such that it can handle the dry weather flows (1 to 2 MGD) that are typically received by LS-1 during dry weather, thereby allowing for maintenance activities in the LS-1 wet well during that time period.

The 30-inch gate valve has since become non-functional and the City removed all internal components of the valve, such that only the valve body remains acting like a section of pipe. The City desires to install a new plug valve along the 30-inch influent pipeline. The existing valve is located very near the south bank of Pigeon Creek, making replacement in the same location difficult without impacting the creek. Therefore, the new 30-inch plug valve will be installed on the other side of the creek closer to the LS-1 wet well where there is more space for installation and construction activities. The valve will be installed in a vault to provide access for maintenance. Installation of the valve will require temporarily diverting flow to the old smaller lift station. Although there are various methods that could be employed to divert the flow (plugging lines, line stopping, etc.) constructability and space constraints will need to be considered to determine which methods may be viable for a bidder to use on this project.

Given the proximity to the creek, shoreline, and railroad tracks, it is expected that a critical areas report, shoreline permit, and BNSF Utility License Agreement will be required. Additionally, completion of the SEPA process may also be required depending on whether the City determines this work to be exempt or not. Based on the information provided by the City and our understanding of the project as noted above, the primary project elements include:

- Constructing a temporary diversion of flow to the old smaller lift station.
- Installing a new 30-inch plug valve and vault along the LS-1 influent pipeline.
- Assisting with obtaining the necessary permits to conduct the work.

This work will be bid with the replacement of a 48-inch valve used to isolate the chlorine contact tank for maintenance at the Everett Water Pollution Control Facility (WPCF) as a single project. Design for replacement of the isolation valve for the chlorine contact tank is provided under a separate scope of services, but since these two replacements will be combined into a single project the budget for common elements are split evenly between the two scopes of services.

This scope of services includes design and bid assistance associated with the project elements necessary to prepare bid documents and assist the City with bidding and awarding the project for construction. Additional work for engineering services during construction can be incorporated at a later date as an amendment to the agreement for these initial services.

Scope of Services

Task 100 – Project Management

Objectives

Monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing. Also, provide coordination with BHC staff and City personnel and conduct quality control (QC) reviews.

BHC Services

1. Coordinate and manage the project team.
2. Subcontract with and manage project subconsultants. BHC will subcontract with Landau to provide permitting support as described under Task 200.
3. Prepare monthly status reports describing the following:
 - a. Services completed during the month.
 - b. Services planned for the next month.
 - c. Needs for additional information.
 - d. Scope/schedule/budget issues.
 - e. Schedule update and financial status summary.
 - f. An estimated cash flow (billing) forecast.
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will attend monthly project management meetings with the client and will review project scope, schedule, and budget issues.
6. Provide QC review of deliverables prior to delivery in accordance with BHC QA/QC policies.
7. Host web-conference meetings, if needed.
8. Prepare Scope of Services, Schedule, and Budget for engineering services during construction.

City of Everett Responsibilities

1. Attend project management meetings.
2. Processing and payment of invoices in accordance with the Professional Services Agreement.
3. Review and process contract change requests and amendments, if needed.

Assumptions and Meetings

1. Project management duties are limited to those associated with design and bid assistance with an assumed duration of up to ten (10) months.
2. One project management meeting will be held via phone per month. One hour of project manager time will be required for each meeting including preparation, attendance, follow-up, and notes.
3. Invoices will be BHC standard invoice format. Each invoice will have a distinct number for tracking purposes.

4. Copies of subconsultant invoice statements, as applicable, will be provided with monthly invoices. Incidental miscellaneous expenses (travel reimbursement, etc.) do not require submittal of backup statements.

Deliverables

1. Scope of Services, Schedule (Gantt chart in MS Project or Excel), and Budget (e-mailed Adobe PDF file) for engineering services during construction.
2. Monthly status reports and invoices (e-mailed Adobe PDF files).
3. Written summary notes (e-mail) describing decisions, direction, action items, or issues associated with scope and budget discussed during monthly project management meetings.

Task 200 – Permitting Support

Objectives

Assist the City in completing the required reviews and obtaining the necessary permits to construct the proposed improvements at the LS-1 site. BHC will utilize Landau Associates as a subconsultant to help with this task.

BHC Services

1. BHC, with assistance from its subconsultant, will complete the SEPA checklist for the proposed improvements at the LS-1 site.
2. BHC and its subconsultant will prepare and submit a pre-application for a Hydraulic Project Approval (HPA) to the Washington State Department of Fish and Wildlife (WDFW) for determining if an HPA is required for the proposed work at LS-1. If necessary, BHC will prepare and submit an HPA application for approval by WDFW.
3. BHC and its subconsultant will prepare a Critical Areas Report for the proposed improvements at LS-1.
4. BHC will prepare and submit an application for a Utility License Agreement from BNSF for the proposed improvements at LS-1.
5. BHC will prepare and submit a Shoreline Permit application for the proposed improvements at LS-1.

City of Everett Responsibilities

1. Review the SEPA checklist and provide comments to BHC.
2. Complete the SEPA process or determine that the proposed improvements are exempt.
3. Review the Shoreline Permit application for the proposed improvements at LS-1.
4. Review the draft Critical Areas Report and provide comments to BHC for the proposed improvements at LS-1.
5. Provide input on the HPA and Utility License Agreement applications, as requested by BHC, for the proposed improvements at LS-1.
6. Pay all permit fees.

Assumptions and Meetings

1. The project is exempt from Ecology review since it involves replacement of existing infrastructure for maintenance purposes.
2. Neither project site is in the floodplain and so does not require a Floodplain Permit.
3. Electrical and building permits are not required.
4. Construction stormwater permit is not required.
5. Completion of the State Environmental Review Process (SERP) or a Joint Aquatic Resource Permit Application (JARPA) is not required.
6. Cultural resources survey is not required.
7. The proposed improvements at LS-1 are within BNSF right-of-way and so will require a Utility License Agreement from BNSF.
8. The proposed improvements at LS-1 are within 200 feet of the ordinary high water mark and so will require a Shoreline Permit.
9. Neither project site is within wetlands but the LS-1 site is within the buffer zone of classified riverine and estuarine areas and so requires a Critical Areas Report. However, it is assumed that the project will not yield permanent changes and will involve excavating primarily backfill from when the existing pipelines were originally installed such that mitigation measures will not be required.

Deliverables

1. Draft and Final SEPA Checklist.
2. Draft and Final Critical Areas Report for the LS-1 improvements.
3. Shoreline Permit Application for the LS-1 improvements.
4. BNSF Utility License Agreement application for the LS-1 improvements.
5. HPA pre-application for the LS-1 improvements.
6. HPA application, if necessary, for the LS-1 improvements.

Task 300 – Design

Objectives

To provide bid-ready plans, specifications, and opinion of probable construction cost (OPCC) based on the proposed improvements described herein.

BHC Services

The design services for this task will be conducted under three (3) separate subtasks (50 percent design, 90 percent design, and final design). The work to be included under each subtask is as follows:

Subtask 301 – Preliminary Design

1. Research and evaluate methods for temporary diversion of flow from LS-1 to the old smaller lift station that would include different equipment (pipeline plugs, line stops, etc.) and means of access (hot tapping, removing bonnet of existing gate valve, etc.) to determine which are viable alternatives the contractor may use and what accommodations would be required.

2. Evaluate whether or not a backup bypass pumping system should be provided by the contractor to convey flow from the diversion structure to LS-1 if there are concerns with the old smaller lift station handling the diverted flow. This will look at hydraulics of the diversion and capacity of the older smaller lift station versus historical flows.
3. Consider how a new plug valve would fit versus a gate valve at LS-1.
4. Prepare a brief draft technical memorandum summarizing the findings, evaluations, and recommendations, which the City will utilize to provide direction for the 50% design via comments received during a preliminary design review meeting. This direction will be captured in a final version of the technical memorandum. A single technical memorandum will be prepared covering predesign for this work and replacement of the chlorine contact channel isolation valve at the WPCF.

Subtask 302 - Fifty (50) Percent Design:

1. Prepare 50 percent design level drawings including: general sheets, demolition plans, major demolition sections, civil plan views, and major civil sections. Budget associated with common drawings for the combined project (including replacement of the chlorine contact channel isolation valve at the WPCF) will be split evenly between the two scopes of services.
2. Prepare 50 percent design level specifications including: table of contents, construction constraints and sequence, temporary facilities and controls, earthwork specifications, and pipe specifications. Budget associated with common specifications for the combined project will be split evenly between the two scopes of services.
3. Determine lead time for the new valve. If the lead time is long and the City chooses to pre-purchase the valve, BHC will prepare a specification for the valve for pre-purchase.
4. Prepare 50 percent design level opinion of probable construction cost for the combined project. Budget for this work is split evenly between the two scopes of services.
5. Prepare project schedule for the combined project. Budget for this work is split evenly between the two scopes of services.
6. Perform QC review of the 50 percent design submittal for the combined project. QC review will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. Budget for this work is split evenly between the two scopes of services.
7. Submit 50 Percent Design Submittal for the combined project including plans, specifications, opinion of probable construction cost, and project schedule to the City for review.
8. One (1) site visit is assumed necessary for investigation/confirmation of site conditions to support preparation of the 50 Percent Design Submittal. Budget for this site visit is split evenly between the two scopes of services.
9. One (1) meeting with the City to review the 50 Percent Design Submittal for the combined project and discuss City review comments. BHC will prepare notes to document decisions. Budget for this work is split evenly between the two scopes of services.

Subtask 303 - Ninety (90) Percent Design:

1. Address 50 Percent Design Submittal City review comments. Prepare and submit a Record of Comment to clearly address the resolution to each City review comment. Budget associated with addressing comments on the 50% submittal for the combined project (including replacement of the chlorine contact channel isolation valve at the WPCF) will be split evenly between the two scopes of services.

2. Prepare 90 percent design level drawings, which includes initial development of all drawings. Budget for this work is split evenly between the two scopes of services.
3. Prepare 90 percent design level specifications, which includes initial development of all technical specifications and also all Division 01 specifications. Additionally, BHC will enter project specific information into the Division 00 specifications provided by the City. Budget for this work is split evenly between the two scopes of services.
4. Prepare 90 percent design level opinion of probable construction cost for the combined project. Budget for this work is split evenly between the two scopes of services.
5. Prepare updated combined project schedule. Budget for this work is split evenly between the two scopes of services.
6. Perform a QC review of the 90 percent design submittal for the combined project. QC review will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. Budget for this work is split evenly between the two scopes of services.
7. Submit 90 Percent Design Submittal for the combined project including plans, specifications, opinion of probable construction costs, and project schedule to the City for review. Budget for this work is split evenly between the two scopes of services.
8. One (1) site visit assumed necessary for verification of design elements prior to completion of the 90 Percent Design Submittal. Budget for this work is split evenly between the two scopes of services.
9. One (1) meeting with the City to review the 90 Percent Design Submittal for the combined project and discuss City review comments. BHC will prepare notes to document decisions. Budget for this work is split evenly between the two scopes of services.

Subtask 304 - Final Construction Bid Documents:

1. Address 90 Percent Design Submittal City review comments for the combined project. Prepare and submit a Record of Comment to clearly address the resolution to each City review comment. Budget for this work is split evenly between the two scopes of services.
2. Prepare construction bid level drawings and specifications for the combined project. Budget for this work is split evenly between the two scopes of services.
3. Perform a QC review of the final design submittal for the combined project to ensure all City comments have been properly addressed. Budget for this work is split evenly between the two scopes of services.
4. Prepare final opinion of probable construction cost for the combined project. Budget for this work is split evenly between the two scopes of services.
5. Prepare updated combined project schedule. Budget for this work is split evenly between the two scopes of services.
6. If requested, submit electronic copies of the Final Construction Bid Documents for the combined project prior to engineer's signature to the City for final review, comment, and/or acceptance.
7. Address any final City comments and submit electronic copies of the signed Final Construction Bid Documents for the combined project to the City. Budget for this work is split evenly between the two scopes of services.

City of Everett Responsibilities

1. Provide available record drawings as requested.
2. Provide written comments on the 50 percent and 90 percent design submittals.
3. Confirm the 90 percent design submittal adequately addresses City comments on the 50 percent design and provide follow-up comments as needed.

4. Confirm the final design submittal adequately address City comments on the 90 percent design and provide follow-up comments as needed.
5. Provide timely review of deliverables and responses to information requests. City reviews shall be completed within two (2) weeks.
6. City to provide Division 00 specification sections in Word format.

Assumptions and Meetings

1. No structural, mechanical, architectural, electrical, or instrumentation drawings will be required for the design.
2. No geotechnical information is available from the previous LS-1 project. However, it is assumed a geotechnical investigation is not required for either project site due to the relatively shallow excavation required. Additionally, excavation near the existing diversion structure at the LS-1 site will remove and replace existing soils.
3. Shoring will be required for the excavation at LS-1 around the diversion structure along the side nearest the creek.
4. Dewatering will be required for the excavation at LS-1 around the diversion structure given the depth of this excavation relative to the nearby creek. When the City removed the internal components from the existing 30-inch valve they were able to dewater the valve box without difficulty. Therefore, it is assumed that the Contractor will similarly be able to dewater the excavation for the temporary line stop or other diversion method without too much difficulty.
5. Project specifications will utilize the 6-digit Construction Specifications Institute (CSI) format.
6. Up to three (3) BHC staff members will meet with the City to review the draft preliminary design technical memorandum for the combined project. The meeting will be virtual and up to 2 hours in duration, including notes.
7. Up to three (3) BHC staff members will meet with the City to review the 50 percent and 90 percent design submittals for the combined project. Meetings will be in-person and 6 hours in duration including travel time and notes.
8. Two (2) site visits by up to three (3) BHC staff members during the design process for the combined project. Site visit duration is 6 hours including travel time and follow-up.
9. Surveying is not required. The LS-1 site plan will utilize an aerial image. Wetland boundary flags set in the field for LS-1 will be georeferenced so that they can be located on the aerial image to show the boundaries on the site plan.

Deliverables

1. Electronic copy (Adobe PDF format) of draft and final preliminary design technical memorandum for the combined project.
2. Electronic copy (Adobe PDF format) of 50 percent and 90 percent drawings, specifications, and OPCC for the combined project. Drawings to be submitted as half-size.
3. Electronic copy (Adobe PDF format) of the 50 Percent and 90 Percent Design Submittal Record of Comment for the combined project.
4. Electronic copy (Adobe PDF format) of Final Construction Bid Documents for the combined project, stamped and signed.
5. Electronic copy (Adobe PDF format) of meeting notes for the 50 and 90 percent review meetings for the combined project.

Task 400 – Bid Assistance

Objectives

This effort shall assist the City during the bidding process.

BHC Services

1. Up to two (2) BHC staff members will attend a pre-bid meeting for the combined project. Budget for this meeting is split evenly between the two scopes of services.
2. Provide technical review and responses to bidder questions.
3. Assist the City in preparing addenda for the combined project. Budget for this work is split evenly between the two scopes of services.
4. Assist the City with verifying bids for the combined project. Budget for this work is split evenly between the two scopes of services.

City of Everett Responsibilities

1. Advertise the combined project in the DJC and local newspaper(s).
2. Submit bid documents and addenda for the combined project to Builder's Exchange.

Assumptions and Meetings

1. There will be one (1) pre-bid meeting for the combined project.
2. BHC will not need to attend the bid opening.
3. BHC will respond to up to twelve (12) bidder questions for the combined project.
4. BHC will help prepare up to two (2) addenda for the combined project.

Deliverables

1. Responses to bidder questions, as required.
2. Draft addenda, as needed.

Task 500 – Engineering Services During Construction

To be included later as an amendment to the original agreement.

Task 600 – Management Reserve

Objective

This task has been included to cover additional work identified by the City not included in the Scope of Services. An amount totaling 10% of the contract subtotal is assigned to this task.

Fee

The consultant fee estimated for Tasks 100, 200, 300, 400, and 600 only, including subconsultants and other direct costs (ODCs) is \$137,036. A detailed breakdown of the fee estimate is attached and labeled Exhibit B.

Expenses are based on the following Rates:

- Mileage: IRS rate (currently \$0.70 per mile)

- Printing:
 - B&W 8.5x11: \$0.15 per page
 - B&W 11x17: \$0.30 per page

Schedule

The schedule lengths for Tasks 100, 200, 300, and 400 are as follows:

- Task 100: Project Management 10 months
- Task 200: Permitting Support 8 months
- Task 300: Design 8 months
 - Task 301: Preliminary Design 2 months
 - Task 301: 50 Percent Design 4 months (overlap with Task 301)
 - Task 302: 90 Percent Design 3 months
 - Task 303: Final Construction Bid Documents 1 month
- Task 400: Bid Assistance 2 months

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

CITY OF EVERETT - LIFT STATION NO. 1 VALVE REPLACEMENT									Date:	24-Jan-25
PROJECT HOURS, EXPENSES AND FEE ESTIMATE									EXHIBIT B	
Labor Category		Direct Salary Hourly Rates, (\$\$.CC)	HOURS FOR EACH TASK (Whole Hours Only)						Total Hours	Cost
			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		
			Project Management	Permitting Support	Design	Bid Assistance	Engineering Services During Construction	Management Reserve		
1	Project Manager (T. Giese)	\$ 95.00	29	18	91	11			149	\$ 14,155
2	Principal in Charger / QC (J. Gillespie)	\$ 95.00	7	0	2	2			11	\$ 1,045
3	Project Engineer (S. Krishnamurthy)	\$ 57.00	0	46	169	11			226	\$ 12,882
4	CADD Manager (S. Osloe)	\$ 61.50	0	0	9	0			9	\$ 523
5	CADD Tech	\$ 52.00	0	0	129	0			129	\$ 6,708
6	Clerical (K. McElwain)	\$ 45.00	0	0	20	0			20	\$ 900
7	Project Administrator (P. Coughlin)	\$ 46.00	12	0	0	0			12	\$ 552
									-	\$ -
Total Task Hours			48	64	420	24	0	0	556	
Subtotal Direct Salary Cost (DSC), \$			3,972	4,332	26,599	1,862	0	0		\$ 36,765
Overhead on DSC (Indirect cost) @, %		152.27%	6,048	6,596	40,502	2,835	0	0		\$ 55,981
Total Labor Cost, \$			10,020	10,928	67,101	4,697	0	0		\$ 92,746
Expenses, \$			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		Expenses
			Project Management	Permitting Support	Design	Bid Assistance	Engineering Services During Construction	Management Reserve		
1	Reimbursable Expenses				266	67		12,458		\$ 12,791
2	Communication Charge (3% of labor)									\$ -
3	Expense									\$ -
4	Per Labor Hr. Tech. Charge		0	0	0	0	0	0		\$ -
Total Expenses, \$			0	0	266	67	0	12,458		\$ 12,791
TOTAL LABOR AND EXPENSES			10,020	10,928	67,367	4,764	0	12,458		\$ 105,537
Subconsultant Expenses, \$			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		Sub Expenses
			Project Management	Permitting Support	Design	Bid Assistance	Engineering Services During Construction	Management Reserve		
1	Subconsultant (ADS Utility Locates)									\$0
2	Subconsultant (Surveyor)									\$0
3	Subconsultant (Permitting)			19,400						\$19,400
4	Subconsultant (Mechanical - HVAC)									\$0
TOTAL SUBCONSULTANTS			0	19,400	0	0	0	0		\$19,400
Subconsultant Admin Mark-up, %		5.00%	0	970	0	0	0	0		\$970
Subtotal Cost by Task			10,020	31,298	67,367	4,764	0	12,458		\$ 125,907
Fee/Profit (as % of Total DSC & Overhead)		12.00%	1,202	1,311	8,052	564	0	0		\$ 11,129
Next Year's Labor Escalation*		4.00%	0	0	0	0	0	0		\$ -
TOTAL ESTIMATED COST AND FEE, \$			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6		Total
			Management	Permitting Support	Design	Bid Assistance	Services During	Reserve		
			11,222	32,609	75,419	5,328	0	12,458		
										\$ 137,036

* Next year's labor escalation was calculated assuming 0.00% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	2.83
Fee/Profit as a % of DSC Only	30.27%

Project title: 4th of July Fireworks 2025 Show Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 02/26/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:
Yes ☒ No

PowerPoint presentation:
Yes ☒ No

Attachments:

Department(s) involved:
Cultural Arts, Community Development, Parks, Police, Public Works, Fire, Transit

Contact person:
Tyler Chism

Phone number:
425-257-7107

Email:
tchism@everettwa.gov

Initialed by:

TC
Department head

Administration

Council President

Project: 2025 4th of July Festival and Fireworks Show

Partner/Supplier: Western Display Fireworks, LTD

Location: Everett Waterfront, Legion Park

Preceding action: Adoption of the 2025 budget

Fund: Municipal Arts Fund 112*

Fiscal Summary Statement:

The 4th of July Fireworks Show Agreement has a \$75,000 budget, covering expenses such as mortars, supplies, firing equipment, insurance, permits, barge and tug, labor, and computer choreography. This is the same contract amount as in previous years. The show is 18 minutes long.

It is estimated that more than 50,000 people watch the show, making the cost per person served approximately \$1.50.

The contract includes specific language in Section 8, ensuring a 100% refund in case of a system failure.

***Note: All municipal arts programming, including this event, is funded using lodging tax revenues, which are designated for tourism-related activities that attract visitors to Everett.**

Project Summary Statement:

The City of Everett presents four annual large-scale public special events, including the 4th of July Festival and Fireworks Show. As fireworks are prohibited for personal use in Everett, this event provides a safe, legal, and culturally significant way to celebrate Independence Day.

Recommendation (Exact Action Requested of Council):

Authorize the Mayor to sign the 2025 Agreement with Western Display Fireworks, LTD for a 4th of July Fireworks Show in the amount of \$75,000 in substantially the form presented.

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into as of date of last signature below by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Everett, whose address is 2930 Wetmore Ave, Suite 10A, Everett, WA 98201 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2025 from a barge off Jetty Island, Everett, WA, Proposal #25-7650, which attached as Exhibit B and is incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of SEVENTY FIVE THOUSAND DOLLARS AND NO/100 (\$75,000.00) is to be paid as follows: 25% of the total price, \$18,750.00 is due by MARCH 1, 2025; 25% of the total price, \$18,750.00 is due by JUNE 4, 2025; the remaining balance of the price, \$37,500.00, is due in full on or before July 14, 2025. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all pyrotechnics necessary to present an aggressive and entertaining program. The Display will be choreographed to the Sponsor provided musical soundtrack. A detailed firing script will be provided to the Sponsor no later than 30 days prior to the Display;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor agrees to provide the musical soundtrack for the Display to Western no later than March 1, 2025.
5. **Insurance.** WESTERN shall maintain at WESTERN's cost during the term of this agreement General Commercial Liability Insurance on an occurrence basis. Such insurance must be in a form acceptable to Sponsor. Such insurance policy must have limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate. Such insurance must be issued by companies authorized to do business in the State of Washington, which are rated at least "A" or better

and have a numerical rating of no less than seven (7) by A.M. Best Company. WESTERN shall no later than June 15, 2025 deliver to Sponsor a Certificate of Insurance acceptable to the Sponsor evidencing the required insurance. WESTERN shall no later than June 15, 2025 deliver to the Sponsor a true copy of an endorsement in a form acceptable to the Sponsor (1) naming the "City of Everett, their officers, employees, agents, and volunteers" as Additional Insureds on the Commercial General Liability Insurance policy with respect to the operations performed and services provided under this agreement and (2) providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by Sponsor of any certificate or endorsement showing less coverage than required is not a waiver of WESTERN's obligations to fulfill these requirements. If WESTERN fails to satisfy the requirements of this Section 9, Sponsor may at any time prior to the fireworks display terminate this agreement effective on delivery of written notice to WESTERN, in which case WESTERN shall refund any funds paid to WESTERN by Sponsor under this agreement and the parties will have no further obligations under this agreement.

6. **Indemnification.** WESTERN shall defend and indemnify the Sponsor, its officers, employees, agents and volunteers from any and all claims, losses or liabilities arising from or relating to this agreement to the extent such claims, losses or liabilities are caused by WESTERN's negligence, intentional misconduct, breach of this agreement or violation of any applicable laws, regulations or ordinances.
7. **Compliance with Laws.**
 - a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) SPONSOR has consulted with the Authority Having Jurisdiction (AHJ) to determine the level of fire protection required to provide adequate fire protection for the Display and Western agrees that such consultation was accomplished and the level of fire protection for the Display is adequate. The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the SPONSOR. (2) The AHJ and WESTERN shall approve the provisions for crowd control. Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. (3) Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. (4) Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. (5) The discharge site shall be restricted throughout the display and until the discharge site has been inspected by WESTERN after the display. (See Exhibit A – Display Site Map)
 - b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$18,750.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$37,500.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$75,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must occur before January 2, 2026. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies. In the event of system failure to launch the Display, Western agrees to reimburse the Sponsor 100% of any deposits/payments made.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display. In this situation, the Display will be rescheduled to a mutually agreeable date.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display. In this situation, the Display will be rescheduled to a mutually agreeable date.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
13. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this

Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

14. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
15. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Washington applicable to contracts.
16. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
17. **Survival.** The terms of paragraphs 5, 6, 14, and 15 shall survive the cancellation or termination of this Agreement.
18. **Miscellaneous.** Snohomish County Superior Court is the exclusive venue for any litigation arising out of this Agreement. This Agreement is the entire agreement of the parties relating to the subject matter of this Agreement. No amendment of this Agreement will be effective unless it is in writing and signed by both parties.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

Sponsor CITY OF EVERETT

Western Display Fireworks, Ltd.

By: Cassie Franklin

By: Brent Pavlicek

Its: Mayor

Its: Co-President

Date: _____

Date: _____

Exhibit A – Display Site Map – Everett, WA



WESTERN DISPLAY FIREWORKS, LTD
Everett, Washington
Discharge Site: Barge
Rev. 2/2011



Fireworks Display Proposal Summary

Proposal #25-7650

City of Everett

Colors of Everett - Thunder on the Bay

July 4, 2025

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Prepare and submit the Washington Public Display Permit to be approved by the local fire authority
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Prepare and submit the City of Everett Fire Department Application for Permit/Public Display of Fireworks and pay associated fee
- Maintain our City of Everett business license
- Prepare, submit and pay fee for barge loading within the City of Seattle
- Provide transportation for all equipment to and from the barge loading site
- Provide transportation by a properly licensed vehicle with a CDL hazmat driver for pyrotechnics to the barge loading site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under USL&H worker's compensation insurance
- Supply the barge and tug to be used as a launch platform for the display
- Computer choreograph and fire the display to the Sponsor provided musical score
- Provide necessary mortars, supplies and firing equipment required to pre-load and computer fire the display

Portland • Seattle • Boise



City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "WPCF Electrical Switch Gear Replacement" Fund 336, Program 047.

Council Bill # *interoffice use*

CB 2502-12

Agenda dates requested:

Briefing
1st Reading 02/19/25
2nd Reading 02/26/25
Action 03/05/25

Ordinance
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

Project: WPCF Electrical Switch Gear Replacement

Partner/Supplier: N/A

Location: Water Pollution Control Facility (WPCF)

Preceding action: None

Fund: 336 - Water & Sewer System Improvements Fund

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund.

The programmed available funding for engineering assessment and design of this project is \$750,000.

Project summary statement:

The main electrical circuit breakers (switch gear) at the Water Pollution Control Facility (WPCF) are at the end of useful life and the WPCF electrical distribution network is degraded due to age causing intermittent power quality issues. New like and kind switch gear replacements are no longer available, and replacement parts are difficult to procure. Replacement of the electrical switch gear and upgrades to the electrical distribution system are needed to provide consistent and safe power distribution across the site and to ensure uninterrupted wastewater treatment operations.

Electrical switch gear replacement and electrical distribution system upgrades are being implemented in two phases, engineering assessment and design and construction. The estimated cost for the engineering assessment and design phase of this project is \$750,000.

Council approval of this ordinance will provide funding for engineering assessment and design tasks. Public Works will return with a subsequent funding ordinance amendment request when project design is substantially complete and detailed construction cost estimates are available.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "WPCF Electrical Switch Gear Replacement" Fund 336, Program 047.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WPCF Electrical Switch Gear Replacement” Fund 336, Program 047, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer treatment infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Pollution Control Facility.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 047, entitled “WPCF Electrical Switch Gear Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$750,000 is hereby appropriated to Fund 336, Program 047, “WPCF Electrical Switch Gear Replacement” as follows:

A. Estimated Project Design Costs	\$ 750,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 750,000

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause,

or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "WPCF Headworks Replacement" Fund 336, Program 046.

Council Bill # *interoffice use*

CB 2502-13

Agenda dates requested:

Briefing
1st Reading 02/19/25
2nd Reading 02/26/25
Action 03/05/25
Ordinance
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

Project: WPCF Headworks Replacement

Partner/Supplier: N/A

Location: Water Pollution Control Facility (WPCF)

Preceding action: None

Fund: 336 - Water & Sewer System Improvements Fund

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund.

The programmed available funding for engineering assessment and design of this project is \$10,000,000.

Project summary statement:

The headworks structure at the Water Pollution Control Facility (WPCF) is a key piece of wastewater treatment infrastructure. It was constructed in 1983-1984 and has been upgraded and repaired many times since. The headworks structure needs complete replacement due to ongoing and increasing internal structural degradation and process equipment deterioration. Risks of replacement delay include City personnel injury, catastrophic process equipment failure, and costly short-term repairs.

Headworks replacement is being implemented in two phases, engineering assessment and design and construction. The estimated cost for the engineering assessment and design phase of this project is \$10,000,000.

Council approval of this ordinance will provide funding for engineering assessment and design tasks. Public Works will return with a subsequent funding ordinance amendment request when project design is substantially complete and detailed construction cost estimates are available.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "WPCF Headworks Replacement" Fund 336, Program 046.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WPCF Headworks Replacement” Fund 336, Program 046, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer treatment infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Pollution Control Facility.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 046, entitled “WPCF Headworks Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$10,000,000 is hereby appropriated to Fund 336, Program 046, “WPCF Headworks Replacement” as follows:

A. Estimated Project Design Costs	\$10,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$10,000,000

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause,

or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title:

An Ordinance Creating a Special Improvement Project Entitled “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, to Accumulate All Construction Costs for the Project in the Amount of \$50,000

Council Bill #

CB 2502-14

Agenda dates requested:

Briefing

Proposed Action 2/26/2025

Proposed Action 3/05/2025

Consent

Action 3/12/2025

Ordinance **X**

Public hearing

Yes **X** No

Budget amendment:

Yes **X** No

PowerPoint presentation:

Yes **X** No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Forest Park Entry Driveway Repave Project

Partner/Supplier: TBD

Location: 802 E. Mukilteo Blvd, Everett

Preceding action: None

Fund: Fund 354, Program 107 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the construction costs for the Forest Park Driveway Repave Project. The source of funds for this project is Fund 354, Program 107 (CIP 3). All related construction and permit costs are estimated at \$50,000.

Project summary statement:

The park entry driveway at Forest Park has several large potholes that are temporarily filled for the winter in anticipation of the grind and repave in early spring 2025. In addition, the road has several areas that are “alligatoring” and with the heavy parks’ vehicles and frequent travel over the road, it is crumbling and beginning to start new potholes.

The project includes approximately 556 SY of Grind and 65 tons of hot asphalt for a 2” grind and repave of the entry driveway.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, to accumulate all design and permitting costs for the project in the amount of \$50,000.



ORDINANCE NO. _____

An Ordinance creating a special construction project entitled “Forest Park Entry Driveway Repave Project”, Fund 354, Program 107, to accumulate costs for the project in the amount of \$50,000

WHEREAS,

- A.** The City Council recognizes the need to maintain City facilities.
- B.** The need to maintain roads and parking lots.
- C.** The City Council recognizes the need to repave the entry driveway in Forest Park located at 802 East Mukilteo Blvd, Everett WA 98203.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction fund is hereby established as Fund 354, Program 107, Forest Park Entry Driveway Repave Project and shall be entitled “Forest Park Entry Driveway Repave Project” to accumulate all costs for the project.

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

Section 3. The cost of construction of this project is \$50,000.

Section 4: The sum of \$50,000 is hereby appropriated to Fund 354 Program 107, Forest Park Entry Driveway Repave Project.

A.	Use of Funds	
	Construction	<u>\$50,000</u>
	Total	\$50,000
B.	Source of Funds	
	CIP-3	<u>\$50,000</u>
	Total	\$50,000

- 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 Creating a Special Improvement Project Entitled “Lowell Park Playground Replacement”, Fund 354, Program 104, to Accumulate Project Costs in the Amount of \$575,000

Council Bill #

CB 2502-15

Agenda dates requested:

Briefing

Proposed Action 2/26/2025

Proposed Action 3/05/2025

Consent

Action 3/12/2025

Ordinance

Public hearing

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

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Lowell Park Playground Replacement**Partner/Supplier:** LSI Play Creation (KCDA)**Location:** 4605 S. 3rd Avenue, Everett, WA**Preceding action:** None**Fund:** Fund 354, Program 104 (CIP-3)**Fiscal summary statement:**

The proposed Ordinance will provide funding for the Lowell Park Playground Replacement Project. The source of funds for the project is Capital Improvement Program 3 (CIP-3). The project cost is estimated at \$575,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project. Equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative.

Project summary statement:

In 2023, Lowell Park Playground, celebrated its 20-year anniversary. The current playground was added as a vital park amenity in 2003.

Scheduled replacement of Parks playgrounds is necessary to keep them functional and enjoyable for the community, compliant with new standards, and to minimize maintenance costs.

Playground replacement work includes demolition of the existing playground, removal of the engineered wood fiber surfacing system, construction of a new forever lawn surfacing system, installation of the new playground equipment and certification of the design and installation.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Lowell Park Playground Replacement”, Fund 354, Program 104, to accumulate project costs in the amount of \$575,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project “Lowell Park Playground Replacement”, Fund 354, Program 104, to Accumulate Project Costs in the Amount of \$575,000.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The playground at Lowell Park is 20 years old and exceeds the City of Everett Park’s life-cycle standard of 15 years.
- C.** The City Council has recognized the need to replace the playground and playground surfacing at Lowell Park.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Lowell Park Playground Replacement”, Fund 354, Program 104, to accumulate project costs in the amount of \$575,000.

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

Section 3. The estimated cost of the playground replacement is \$575,000.

Section 4. The sum of \$575,000 is hereby appropriated to Fund 354, Program 104 “Lowell Park Playground Replacement” project.

A. Use of Funds		
Construction and Related Costs		<u>\$575,000</u>
Total		\$575,000
B. Source of Funds		
CIP 3		<u>\$575,000</u>
Total		\$575,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title:

An Ordinance Creating a Special Improvement Project Entitled "Park and Downtown Restrooms Access Control Project", Fund 354, Program 105, and Fund 342, Program 048 to Accumulate All Costs for the Project

Council Bill #

CB 2502-16

Agenda dates requested:

Briefing

Proposed Action 2/26/2025

Proposed Action 3/05/2025

Consent

Action 3/12/2025

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Park and Downtown Restrooms Access Control Project

Partner/Supplier: Job Order Contracting

Location: Multiple Public Restroom Locations

Preceding action: None

Fund: Fund 354, Program 105 (CIP-3) & Fund 342, Program 048 (CIP-1)

Fiscal summary statement:

The proposed Ordinance will provide funding for the design and implementation of access control systems at multiple public restroom facilities. The sources of the funds for the project are Fund 354 Program 105 (CIP-3) and Fund 342, Program 048 (CIP-1). Total cost for the project is estimated at \$350,000 with approximately \$300,000 coming from CIP-3 and the remaining \$50,000 coming from CIP-1. This project will be procured using the Job Order Contracting procurement method.

Project summary statement:

The City of Everett intends to implement control access management systems for the numerous downtown and park restroom facilities located throughout the City's parks system and downtown areas. These changes will provide automatic access controls for the doors to each restroom allowing staff to remotely program access hours for the facilities. It will also include visual and audio deterrents to prevent vandalism and after-hour access to the facilities.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Park and Downtown Restrooms Access Control Project", Fund 354, Program 105, and Fund 342, Program 048 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Park and Downtown Restrooms Access Control Project”, Fund 354, Program 105, and Fund 342, Program 048 to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to implement access control systems throughout the City Park and Downtown public restrooms.
- B.** The City Council recognizes the need for anti-vandalism and after-hour access control measures for public restrooms.
- C.** The City Council recognizes the need update and maintain public access to restroom facilities.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 354, Program 105, and Fund 342, Program 048 and shall be entitled “Park and Downtown Restrooms Access Control Project” to accumulate all costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 105, and Fund 342, Program 048 for the special improvement project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$350,000.00 is hereby appropriated to Fund 354, Program 105, and Fund 342, Program 048, “Park and Downtown Restrooms Access Control Project” as follows:

A. Use of Funds	
<u>Improvements</u>	<u>\$350,000</u>
Total	\$350,000
B. Source of Funds	
Fund 354, Program 105 (CIP-3)	\$300,000
<u>Fund 342, Program 048 (CIP-1)</u>	<u>\$ 50,000</u>
Total	\$350,000

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.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: Adopting an Ordinance amending Noise Ordinance, Chapter 20.08 of the Everett Municipal Code.

Council Bill # *interoffice use*

CB 2501-11

Agenda dates requested:

Briefing &

Proposed Action: 2/12/25

Proposed action: 2/19/25

Consent

Action: 2/26/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

EMC 20.08 Noise Ordinance
Update

Department(s) involved:

Legal, Police, Human Resources,
Public Works

Contact person:

Hil Kaman, Legal

Phone number:

425-257-8762

Email: hkaman@everettwa.gov

Initialed by:

Department head

David Hall

Administration

Jennifer Gregerson

Council President

Project: Adopting Ordinance amending Noise Ordinance, Chapter 20.08 of the Everett Municipal Code.

Partner/Supplier: NA

Location: NA

Preceding action: [11/20/2024 Briefing](#) to Parks and Quality of Life Committee
[01/08/25 Briefing](#) to Safe Communities Committee

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

The Noise ordinance, EMC 20.08, has not been updated in 10 years. Our community has experienced an increase in noise related disturbances. At Council's request, a multi-departmental team put together an update to the ordinance that brings our code in line with state law changes and makes our enforcement more effective. Some of the changes include:

- Moving noise enforcement from Human Resources to code enforcement.
- Updating definitions and making distinction for noise that is episodic vs. ongoing.
- Updating the allowable noise levels for different City zones.
- Changing the ways to measure sound level to adapt to changes of technology and make it easier for more people to take measurements based on advancements and ease of technology.
- Creating a tiered enforcement system with increasing sanctions for ongoing violations.
- Updating the section on public disturbance noise to make it easier for police to enforce.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Chapter 20.08 Everett Municipal Code relating to Noise Control.



ORDINANCE NO. _____

AN ORDINANCE relating to Noise Control, repealing, amending, and recodifying certain sections of Chapter 20.08 of the Everett Municipal Code.

WHEREAS,

- A. Chapter 20.08 EMC has not been updated in almost ten years. One purpose of this ordinance is to repeal those.
- B. Chapter 20.08

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The following sections of chapter 20.08 EMC are repealed:

- 20.08.030 (Environmental sound—Unlawful sounds designated);
- 20.08.050 (Environmental sound—Modifications to maximum permissible noise levels);
- 20.08.130 (Administrator established—Qualifications, powers and duties);
- 20.08.220 (Enforcement Violation--Penalty);

Section 2. EMC 20.08 is amended as follows:

20.08.005 Purpose—Liability.

- A. It is expressly the purpose of this chapter 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 chapter.
- B. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the city, its officers, employees or agents, for any injury or damage resulting from the failure of anyone to comply with the provisions of this chapter, or by reason or in consequence of any inspection, notice, order, certificate, permission or approval authorized or issued or done in connection with the implementation or enforcement pursuant to this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this chapter by its officers, employees or agents.

20.08.010 Declaration of policy—Findings of special conditions.

A. Declaration of Policy. It is hereby declared to be the policy of the city to minimize the exposure of citizens to the harmful physiological and psychological effects of excessive noise. It is the express intent of the city council to control the level of noise and to promote and preserve the public health, safety, and welfare while affording protection to free speech activity as required by applicable constitutional law. It is the express intent of the city council to control the level of noise in a manner which promotes commerce; the use, value, and enjoyment of property; sleep and repose; the quality of the environment; and which enables all residents of the city to peacefully coexist in a manner which is mutually respectful of the interests and rights of others.

B. Findings of Special Conditions. The problem of noise in the city has been studied since 1972 by the city. On the basis of this experience and knowledge of conditions within the city, the city council finds that special conditions exist within the city which makes necessary any and all differences between this chapter and the regulations adopted by the Department of Ecology.

C. Types of Noise.

1. The City's different zoning districts establish lawful uses which can be anticipated to produce noise at certain reasonable levels associated with these uses. The provisions of EMC Section 20.08.050 utilize thresholds consistent with those set forth in Chapter 70A.20 RCW entitled "Noise Control" and Chapter 173-60 WAC entitled "Maximum Environmental Noise Levels." Regulation of noise due to the use of property for commercial and industrial purposes or operation of fixed equipment in any zone is appropriate for the use of noise measuring devices and a decibel-based approach. Properly trained and certified City staff or a certified consultant trained in the field of sound level measurement can be utilized in these situations when warranted.

2. Sporadic noise that is loud and raucous, such as noise due to social gatherings, car repair, landscape maintenance, or amplified music, and noise generated for the purpose of annoyance, is episodic in nature and subject to the plainly audible standard. The provisions of EMC Section 20.08.090 are aimed at those situations that are difficult or impossible to address through sound level measurement. In this instance, the plainly audible standard is warranted.

C. Enforcement. In any proceeding under this chapter, unless specifically required by regulations adopted herein by reference, evidence of sound level through the use of a sound level meter reading shall not be necessary to establish the commission of the violation.

D. Administration. The administrator shall have the authority to administer and enforce this chapter and is authorized to adopt procedures, policies, rules or guidelines; and conduct inspections.

20.08.015 Adoption of state laws and regulations by reference.

Chapters 46.37 and 70A.20 RCW, Chapters 173-58, 173-60 and 173-62 WAC as existing on the date of enactment of the ordinance codified in this chapter or as hereafter amended by the



state of Washington or applicable agencies, is hereby adopted by reference as if fully set forth herein.

20.08.020 Definitions.

All technical terminology used in this chapter not defined herein shall be interpreted in conformance with American National Standards Institute Specifications Section 1.4-2014 as it currently exists or is later amended. For purposes of this chapter, the words and phrases used herein shall have the meaning indicated below:

A. "Administrator" means ~~the noise control administrator as established in Section 20.08.130, or designee~~ the Chief of Police or Building Official of the City of Everett, as applicable, or their designee.

B. "dB(A)" means a sound level, measured in decibels, using the A frequency-weighting network of a sound level meter.

C. "City" means the City of Everett, Washington.

~~C. D.~~ "District" means the land use zones to which the provisions of this chapter are applied. For the purposes of this chapter the following noise control districts shall be established which include land use zones designated in the Everett zoning code as follows:

Noise Control District	Land Use Zones
1. District I	All residentially zoned districts including but not limited to R.S., R-1, R-1A R-2, R-2A, R-3, R-3L, R-4, R-5 , and <u>UR3 and UR4.</u>
2. District II	All business and commercially zoned districts including but not limited to <u>NB, B, MU, LI1, LI2 and HI</u> B-1, B-2, UM, BMU, E1, E-1 MUO, C-1, C-1R, C-2 and ULI.
3. District III	All agricultural and manufacturing zoned districts including but not limited to A, M- M, M-1, M-S, W-C and all other

Noise Control District Land Use Zones

~~nonresidential, nonbusiness and
noncommercially-zoned
districts~~ P-OS, and WRM (See
EMC 19.03.010 as currently
enacted or hereafter amended
for all current zones).

For any land use zone not listed in this subsection C, the Administrator may determine that the zone is substantially similar to a zone listed in this subsection C and may classify it similarly for purposes of this chapter.

~~D. F.~~ "Emergency work" means work made necessary to restore property to a safe condition following a public calamity, work required to protect persons or property from imminent exposure to danger, or work by private or public utilities for providing or restoring immediately necessary utility service.

~~G.~~ "Impulse sound" means sound having the following qualities: the peak of the sound level is less than one (1) second and short compared to the occurrence rate; the onset is abrupt; the decay rapid; and the peak value exceeds the ambient level by more than ten (10) dB(A).

~~H.~~ "Leq" means the equivalent sound level, which is the constant sound level in a given time period that conveys the same sound energy as the actual time-varying A-weighted sound. The applicable time period for the Leq must be specified.

~~E.~~ "Gross vehicle weight rating" means the value specified by the manufacturer as the recommended maximum loaded weight of a single vehicle.

~~F. I.~~ "Motorcycle" means any motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, except farm tractors and such vehicles powered by engines of less than five horsepower.

~~G. J.~~ "Motor vehicle" means any vehicle which is self-propelled, used primarily for transporting persons or property upon public highways, and required to be licensed under RCW 46.16A.030. (Aircraft, watercraft, and vehicles used on rails or tracks are not motor vehicles as that term is used herein.)

~~H. K.~~ "New motor vehicle" means a motor vehicle manufactured after December 31, 1976, the

equitable or legal title of which has never been transferred to a person who, in good faith, purchases the new motor vehicle for purposes other than resale.

~~L. L.~~ "Noise" means the intensity, duration and character of sounds from any and all sources. [The terms "noise" and "sound" can be used interchangeably for purposes of this chapter.](#)

~~J. M.~~ "Off-highway vehicle" means any self-propelled motor driven vehicle not used primarily for transporting persons or property upon public highways nor required to be licensed under RCW 46.16A.030.

~~N.~~ "Officially sanctioned" means written approval given by the City.

~~O.~~ "Owner" shall mean any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the personal representative or executor or administrator of the estate of such person if ordered to take possession of real property by a court, as well as a bankruptcy trustee.

~~P.~~ "Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using their unaided hearing faculties. For the purposes of enforcement of this code, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using their unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for such person to determine the title, specific words or artist of music, or the content of any speech.

~~K. Q.~~ "Person" means any individual, firm, association, partnership, corporation or any other entity, public or private.

~~L. R.~~ "Property boundary" means the survey line at ground surface which separates the real property owned, rented or leased by one or more other persons and its vertical extension.

~~M. S.~~ "Public highway" means the entire width between the boundary lines of every way publicly maintained by the department of highways or any county or city when any part thereof is generally open to the use of the public for purposes of vehicular travel as a matter of right.

~~N.~~ ~~"Public nuisance noise" means any sound which annoys, injures, interferes with or endangers the comfort, repose, health or safety of others and affects the rights of a community or neighborhood although the extent of the damage may be unequal.~~

~~O. T.~~ "Receiving property" means real property within which sound originating from sources outside the property boundary is received.

~~P. U.~~ "Sound level" means a weighted sound pressure level obtained by the use of a sound level meter and weighted as specified in American National Standards Institute Specifications, Section 1.4-2014.

~~Q. V.~~ “Sound level measurement procedures” means standardized procedures for the measurement of sound levels of sources regulated by this chapter and performed in accordance with the Washington State Department of Ecology rules, Chapter 173-58 WAC.

~~R. W.~~ “Sound level meter” means a sound level measuring device, either Type I or Type II, as defined by American National Standards Institute Specifications, Section 1.4-2014, or other instruments, or assemblages of instruments, that (1) result in an overall accuracy of ± 2 dBA; tested according to standards in a reverberant chamber at the NIOSH acoustics laboratory (2) meets Type 2 requirements of IEC 61672:3 SLM standard when used with calibrated external microphone.

~~S. X.~~ “Temporary construction site” means any location where site clearing, construction of plat improvements, or construction or remodeling of a structure, facility, improvement or other feature attached to the land occurs. This includes roadway, bikeway, trail, sidewalk or other similar construction, repair or improvement.

~~T. Y.~~ “WAC” means the Washington Administrative Code as currently enacted or hereafter amended.

~~U. Z.~~ “Watercraft” means any contrivance, excluding aircraft, used or capable of being used as a means of transportation or recreation on water.

~~V. AA.~~ “Weekend” means Saturday and Sunday or any legal holiday observed by the state of Washington.

20.08.040 Environmental sound—Maximum permissible levels.

A. Maximum permissible noise levels. For sound sources located within the city of Everett, the maximum permissible exterior noise levels are as follows:

District Sound Source	District of Receiving Property within the City of Everett		
	I	II	III
I	55 dB(A)	57 dB(A)	60 dB(A)
II	57 dB(A)	60 dB(A)	65 dB(A)
III	60 dB(A)	65 dB(A)	70 dB(A)

B. Modifications to maximum noise levels. The maximum permissible sound levels established by this chapter shall be modified as follows:

1. Between the hours of ten p.m. and seven a.m. during weekdays, and between the hours of ten p.m. and nine a.m. on weekends, the levels established in Section 20.08.050 are reduced by ten dB(A) where the receiving property lies within District I of the city of Everett.

2. At any hour of the day or night, for any source of sound which is an impulse sound, the levels established by this chapter are increased by:

i. Five dB(A) for a total of fifteen minutes in any one-hour period; or

ii. Ten dB(A) for a total of five minutes in any one-hour period; or

iii. Fifteen dB(A) for a total of one and one-half minutes in any one-hour period.

C. Noise levels based on Leq. The exterior noise level limits are based on the Leq, as defined in EMC 20.08.040, during the measurement interval, using a minimum interval of one (1) minute for a constant sound source, or a one (1) hour measurement for a noncontinuous sound source. The standard of measurement shall be a one (1) hour Leq. Leq may be measured for times not less than one (1) minute to project an hourly Leq.

D. Split district properties. Where a receiving property lies within more than one district, the most restrictive maximum permissible noise level shall apply to the receiving property.

E. Violation, enforcement; habitual violators.

1. It shall be a violation of this chapter if at any hour of the day or night, the applicable noise limitations in subsection A and B of this section are exceeded for any receiving property.

2. Sound levels taken by the administrator, or trained and certified designee, with a sound level meter, or equivalent instrument, shall be determinative for purposes of establishing violations.

3. Violation of this section is a civil violation and enforceable as set forth in Chapter 1.16 EMC with the penalty amount(s) established in EMC Section 1.20.190.

4. Any person, after receiving three or more notice and orders, for prior violations of this chapter within a three hundred sixty five (365) day period, shall be guilty of a misdemeanor upon a subsequent violation within said three hundred sixty five (365) day period.

20.08.060 Motor vehicle noise ~~Maximum permissible levels.~~

A. It is unlawful for any person to operate any motor vehicle upon any public highway or any combination of such vehicles under any conditions of grade, load, acceleration, or deceleration in such a manner as to exceed the maximum permissible sound levels for the category of vehicle, as measured at a distance of fifty feet from the center of the lane of travel within the speed limits specified, under procedures set forth in Chapter 173-62 WAC, Motor Vehicle Noise Performance Standards, including:

Vehicle Category Type	45 MPH or Less	Over 45 MPH
Motor vehicles over 10,000 pounds GVWR	86 dB(A)	90 dB(A)
Motorcycles	78 dB(A)	82 dB(A)
All other motor vehicles	72 dB(A)	78 dB(A)

B. ~~Violation of this section is a traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.~~

20.08.070 Motor vehicle noise ~~Maximum levels for new vehicles.~~

A. It is unlawful for any person to sell or offer for sale a new motor vehicle, except an off-highway vehicle, which produces a maximum noise exceeding the following noise levels at a distance of fifty feet under acceleration test procedures set forth in Chapter 173-62 WAC.

Vehicle Category	Date of Manufacture	Maximum Sound
Any motor vehicle over 10,000 pounds GVWR excluding	Before January 1, 1978	86 dBA

Vehicle Category	Date of Manufacture	Maximum Sound
buses		
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1978	83 dBA
Any motor vehicle over 10,000 pounds GVWR excluding buses	After January 1, 1982	80 dBA
All buses over 10,000 pounds GVWR	After January 1, 1980	85 dBA
All buses over 10,000 pounds GVWR	After January 1, 1983	83 dBA
All buses over 10,000 pounds GVWR	After January 1, 1986	80 dBA
Any motor vehicle 10,000 pounds GVWR or less	After January 1, 1976	80 dBA
Motorcycles	After January 1, 1976	83 dBA
Motorcycles	After January 1, 1986	80 dBA

C. Violation of this section is a traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.080 Motor vehicle noise—Specific prohibitions.

A. *Mufflers and Exhaust Systems.* It is unlawful for any person to operate any motor vehicle upon any public highway that is not ~~Every motor vehicle operated upon the public highways shall~~ at all times ~~be~~ equipped with an exhaust system and a muffler in good working order and constant operation to prevent excessive or unusual noise.

B. *Tire Noise.* It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such noise from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason, except that noise resulting from emergency braking to avoid imminent danger shall be exempt from this section.

C. *Alteration of Motor Vehicles.* It is unlawful for any person to modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise emitted by the engine of such vehicle ~~change or modify any part of a motor vehicle or install any device thereon in any manner that permits sound to be emitted by the motor vehicle~~ in excess of the limits prescribed in Sections 20.08.060 and 20.08.070.

D. *Violation.* Violation of this section is a ~~misdemeanor~~ traffic infraction, enforced by such authorities and in such manner as violations of chapter 46.37 RCW.

20.08.090 Public nuisance ~~and disturbance~~ noises.

A. *Public Nuisance Noises.*

1. The administrator may determine that a sound constitutes a public nuisance noise as defined herein.

2. It is unlawful for any person to cause or allow to be emitted a noise or sound which has been determined a public nuisance noise as defined herein, or refuses or intentionally fail to cease a public nuisance noise when directed to do so by an enforcement officer. The content of the sound will not be considered in determining any violation of this section.

3. It is unlawful and declared a public nuisance for any person to cause, or for any person in possession of property to allow to originate from the property, public nuisance noise as defined

herein. For prosecution under this section, evidence of sound level through the use of a sound level meter reading shall not be necessary to establish a commission of the offense.

4. Sounds which do not exceed the maximum environmental noise levels set forth in EMC 20.08.050 may constitute public disturbance noises.

5. For purposes of this section, any noise or sound emanating from a business or other source on the property shall be presumed to be with knowledge, permission or consent of the owner or legal occupant of the property, which presumption may be rebutted by reasonable evidence to the contrary.

~~B. Public Disturbance Nuisance Noises Originating from Real or Personal Property Plainly Audible Across a Real Property Line Or Fifty Feet from the Source. Unless specifically exempted, public disturbance noises emanating from real or personal property possessed or controlled by the person causing or permitting the public disturbance noise are prohibited at all times. These include but are not limited to the following sounds. The following sounds, unless specifically exempted from this chapter are prohibited~~ if the sound is plainly audible across a real property line or fifty feet from the source, whichever is less: -

1. The frequent, repetitive and/or continuous sounding of any horn, siren or alarm attached to a motor vehicle, except when used as a warning of danger or as specifically permitted or required by law.
2. The frequent, repetitive and/or continuous sounds in connection with the starting, operation, repair and/or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine.
3. The ~~creation of~~ frequent, repetitive and/or continuous sounds ~~which emanate from real property possessed or controlled by the person causing or permitting the sound~~, such as sounds from audio equipment, television, video equipment, musical instruments, band sessions, outdoor events and/or social gatherings.
4. ~~Violations of this section is a misdemeanor. The frequent, repetitive and/or continuous sounds caused by operating or playing, or permitting the operating or playing, of motor vehicle audio equipment such as speakers, tape players, radios, and compact disc players, whether portable, or stationary, or mounted on or within a motor vehicle.~~

~~C. Public Disturbance Noises Plainly Audible One Hundred Feet from the Source. Originating from Public Property. Unless specifically exempted, public disturbance noises originating from a person or personal property while on public property or a public right-of-way are~~

~~prohibited at all times. In addition to public disturbance noises defined in subsection B of this section, the following are public disturbance noises: The following sounds, unless specifically exempted from this chapter are prohibited if the sound is plainly audible one hundred feet or more from the source:~~ 1. The frequent, repetitive, and/or continuous sounds with the human voice, whether by amplification equipment, such as a microphone.
2. The creation of any loud noises which emanate frequently, or repetitively or continuously from any building, structure or property which unreasonably disturbs the peace, comfort and repose of others.

~~1. A person or performer creating a sound, whether amplified or unamplified, between the hours of ten p.m. and seven a.m. so as to be plainly audible across a real property boundary which is not the source of sound; 2. A person or performer creating a sound, whether amplified or unamplified, between the hours of seven a.m. and ten p.m.~~

~~3. The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising or sales or for attracting the attention of the public to any vehicle, structure or property or the contents therein, except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;~~

~~4. Sound from the frequent, repetitive and/or continuous operating or playing of motor vehicle audio equipment, whether portable or stationary or mounted on or within a motor vehicle.~~

~~5. Violation of this section is a misdemeanor.~~

D. *Violation; enforcement; habitual violators.*

1. It is unlawful to intentionally fail to cease a public disturbance noise when directed to do so by a law enforcement officer. The content of the sound will not be considered in determining any violation of this section. Violation of this EMC section 20.08.090 is a misdemeanor. For enforcement purposes, each day, defined as a twenty-four (24) hour period beginning at 12:01 a.m. in which violation of this chapter occurs, shall constitute a separate violation.

2. This section shall be enforceable by enforcement officer(s).

3. Any person, after receiving three or more misdemeanors, for prior violations of this chapter within a three hundred sixty five (365) day period shall be guilty of a gross misdemeanor upon a subsequent violation within said three hundred sixty five (365) day period.

20.08.100 Noises exempt—At all times.

A. The following noises are exempt at all times from this chapter:

1. Noise originating from aircraft in flight, and sounds which originate at airports and are directly related to flight operations;
2. Noise created by the operation of equipment or facilities of surface carriers engaged in commerce by railroad;
3. Noises created on property of federal military facilities;
4. Noise created by watercraft and float planes in operation;
5. Noise created by safety and protective devices, such as relief valves where noise suppression would defeat the safety release intent of the device;
6. Noise created by fire alarms being used for their intended purpose;
7. Noise created by emergency equipment, including, but not limited to, emergency standby or backup equipment, and emergency work necessary in the interests of law enforcement or of the health, safety or welfare of the community; and including, but not limited to, any emergency work necessary to replace or repair essential utility services;
8. Noise created by auxiliary equipment on motor vehicles used for highway maintenance;
9. Noise originating from officially sanctioned events, parades, and sporting events ~~and other public events~~;
10. Noise created by motor vehicles when regulated by Sections 20.08.060 through 20.08.80;
11. Noise caused by natural phenomena;
12. Noise originating from motor vehicle racing events at existing ~~authorized~~ official sanctioned facilities;
13. Noise created by existing stationary equipment used in the conveyance of water by a utility and noise created by existing electrical substations;
14. Noises in compliance with a lawfully issued ~~conditional-use~~ noise variance permit or SEPA determination.

20.08.110 Noises exempt during daytime hours.

The following noises shall be exempt from the provisions of this chapter between the hours of seven a.m. and ten p.m. on weekdays and nine a.m. and ten p.m. on weekends and holidays:

- A. Noise created by powered equipment used in temporary or periodic maintenance or repair of residential property.
- B. Noise created by aircraft engine testing and maintenance not related to flight operations.
- C. Noise created by the discharge of firearms on authorized shooting ranges.

- D. Noise created by the installation or repair of essential utility services.
- E. Noise created by blasting [WAC 296-52-64005](#).
- F. Noise created by bells, chimes or carillons not operating for more than five minutes in any one hour.
- G. Noise originating from forest harvesting and silvicultural activity.
- H. Noise originating from temporary construction sites, excepting that noise from a temporary construction site that is received in a District I property is exempt between seven a.m. and ten p.m. on weekdays and between eight a.m. and six p.m. on weekends and holidays.
- I. Noise emanating from marine-oriented construction sites except between the hours of ten p.m. and seven a.m. on weekdays and weekends if the receiving property is located in District I of the city.

20.08.140 Measurement of sound.

A. If the measurements of sound are made with a sound level meter, it shall be either: (i) an instrument in good operating condition meeting the requirements for a Type I or Type II instrument, as delineated in American National Standards Institute Specifications (ANSI) Section 1.4-2014, as it now exists or is hereafter amended, or (2) other instruments, or assemblages of instruments, that result in an overall accuracy that meets the requirements in Section 1.4-1983 ANSI for Type II instruments.

B. Sound measurements shall be taken using the guidance of Chapter [173-58 WAC](#), Sound Level Measurement Procedures, and using any additional methods recognized as best practice by the noise industry.

C. Any sound measurements ~~performed by a third party may be considered by the noise administrator~~ shall be considered definitive for purposes of establishing compliance or violation with this chapter, provided they are taken in accordance with this section and performed by an individual trained to operate Type I and Type II sound level meters or other instruments or assemblages of instruments that meet the requirements for Section 1.4-1983 ANSI for Type II instruments.

20.08.150 Variances.

A. The City, or other public agencies, or a private entity fulfilling a requirement imposed by the City or other public agencies ~~A person~~ may request a variance from compliance with this chapter by making an application with the ~~administrator~~ Planning Director at least thirty days before the



time period for the variance is to take effect. The application shall be in writing on a form as prescribed by the City, and shall be accompanied by a fee in the amount ~~of one hundred dollars established by the Planning Director~~ The variance may not be used for private activities (weddings, parties, etc.). The application ~~shall~~ shall ~~explain the~~ include the following information:

1. Nature of the noise.
2. Source of the noise.
3. Duration for which the noise will be created.
4. Time period for which the variance will be necessary.
5. Reason why the noise violation cannot be avoided, and
6. Mitigating conditions the applicant will implement to minimize the noise level violations.

7. The applicant shall list all property owners ~~who adjoin the subject property per county assessor records, except that (a) the administrator may waive this property owner list requirement if the administrator determines that the granting of the variance would have no significant effect on adjoining property owners, and (b) the administrator may increase the required property owner list to include all property owners~~ within five hundred feet of the subject property per county assessor records if the administrator determines that the granting of the variance would have a significant impact on such property owners.

B. The ~~administrator~~ Planning Director, after informing the affected city departments, and after considering the relative interests of the applicant, ~~of the other owners or possessors of property likely to be affected by the noise~~, and of the general public, may grant a variance if the Planning Director ~~administrator~~ determines that the noise level violations:

1. Cannot be avoided,
2. Will exist for a specific period of time not to exceed 5 occurrences within a 30 day period,
3. Will not endanger public health, safety or welfare, and
4. Have been mitigated to the greatest extent reasonably possible.

C. Variances granted pursuant to this chapter shall be in writing and must include the time period the variance will be in effect and the location of the variance.

D. The ~~administrator~~ Planning Director may deny a variance application if:

1. The ~~administrator~~ Planning Director determines that the applicant does not meet the criteria listed in subsection B of this section; or
2. The variance was obtained with false or misleading information.

E. The ~~administrator~~ Planning Director may revoke a variance if:

1. At any time during the variance the ~~administrator~~ Planning Director determines that the

variance holder no longer meets the criteria listed in subsection B of this section;

2. The variance holder causes or permits noise that fails to comply with the variance or other provisions of this chapter not affected by the variance and the issuance of a violation citation or stop work order has been or would be ineffective to secure compliance; or

3. The variance was obtained with false or misleading information.

F. The variance holder must post the variance in a viewable area at the location of the variance ~~site or keep it on their person~~ during the effective period of the variance.

G. If the ~~administrator~~ Planning Director grants a variance, notice shall be ~~delivered via mailed~~ by first class mail or hand delivered via a doorhanger to those property owners appearing on the list ~~provided by the applicant per the application requirement herein established pursuant to Section A(7) above~~. The applicant shall be responsible for paying all printing, mailing, and/or delivery costs, which shall be in addition to the variance application fee.

H. Any variance granted by the ~~administrator~~ Planning Director shall be restricted to no more than 5 occurrences in a 30 day period in duration and an implementation schedule for achieving compliance with this chapter shall be incorporated therein. ~~No variance shall exceed thirty days. Variances may be renewed, but no renewal shall be granted unless application is made at least sixty days prior to expiration of the issued variance and the applicant complies with all other requirements of this section.~~

~~I. Any person aggrieved by a variance decision may file an appeal in writing with the land use hearing examiner within ten days of issuance of the administrator's decision. The appeal shall be a proceeding pursuant to Title 15, Review Process IIIA. The appellant must prove by clear and convincing evidence that the administrator abused his or her discretion in a decision made pursuant to this section. Any appeal of a variance decision by the administrator may be affirmed, reversed, or modified by the hearing examiner. The decision of the hearing examiner shall be final. The applicable provisions of Title 15 shall govern procedure and process of any appeal of an administrator's decision, except that public notice requirements established in Section 15.24.110 do not apply to this appeal process. Further, where a provision of Title 15 conflicts with a provision of this section, this section controls.~~

20.08.210 Provisions not exclusive.

The provisions of this chapter shall be cumulative and nonexclusive, and shall not affect any other claim, cause of action or remedy; nor, unless specifically provided, shall this chapter be deemed to repeal, amend or modify any law, ordinance or regulation relating to noise, but shall be deemed additional to existing legislation and common law on noise.

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

EMC Repealed/Recodified by this Ordinance	Ordinance History of EMC Repealed/Recodified by this Ordinance
EMC 20.08.010	(Ord. 3509-16 § 1, 2016; Ord. 534-78 § 1, 1978.)
EMC 20.08.020	(Ord. 3617-18 § 73, 2018; Ord. 3509-16 § 2, 2016; Ord. 3440-15 § 3, 2015; Ord. 1556-89 § 1, 1989; Ord. 690-80 § 2, 1980; Ord. 534-78 § 2, 1978.)
EMC 20.08.030	(Ord. 3509-16 § 3, 2016; Ord. 534-78 § 3(a), 1978.)
EMC 20.08.040	(Ord. 3509-16 § 4, 2016; Ord. 534-78 § 3(b), 1978.)
EMC 20.08.050	(Ord. 3509-16 § 5, 2016; Ord. 534-78 § 3(c), 1978.)
EMC 20.08.060	(Ord. 3509-16 § 6, 2016; Ord. 534-78 § 4(a), 1978.)
EMC 20.08.070	(Ord. 3509-16 § 7, 2016; Ord. 534-78 § 4(b), 1978.)
EMC 20.08.080	(Ord. 3509-16 § 8, 2016; Ord. 534-78 § 4(c), 1978.)
EMC 20.08.090	(Ord. 3509-16 § 9, 2016; Ord. 2394-99 § 11, 1999; Ord. 1971-93 § 1, 1993; Ord. 690-80 § 2, 1980; Ord. 534-78 § 5, 1978.)
EMC 20.08.100	(Ord. 3509-16 § 10, 2016; Ord. 1971-93 § 2, 1993; Ord. 1556-89 § 2, 1989; Ord. 564-78 §§ 1—3, 1978; Ord. 534-78 § 6(a), (b), 1978.)
EMC 20.08.110	(Ord. 3509-16 § 11, 2016; Ord. 534-78 § 6(c), 1978.)
EMC 20.08.130	(Ord. 3509-16 § 12, 2016; Ord. 534-78 § 7, 1978.)
EMC 20.08.140	(Ord. 3509-16 § 13, 2016; Ord. 534-78 § 8, 1978.)
EMC 20.08.150	(Ord. 3509-16 § 14, 2016; Ord. 534-78 § 9, 1978.)
EMC 20.08.220	(Ord. 3509-16 § 15, 2016; Ord. 690-80 § 3, 1980; Ord. 534-78 § 12, 1978.)

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

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

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

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Lowell Civic Association – Lowell, WA

February 25, 2025

Subject: Lolly Huggins Community Outreach Success – Lowell Playground Replacement Project

Dear Everett City Council,

I hope this email finds you well. I wanted to take a moment to highlight the exceptional community outreach our neighborhood has experienced with Lolly as the Project Manager for the Lowell Playground replacement project.

And thank you so much for getting us a new up to date playground system.

From the very beginning, Lolly has been a fantastic liaison between our community and the project team. She has taken the time to actively listen to our concerns, answer questions, and ensure that our voices are heard throughout the planning process. Her commitment to transparency and engagement has fostered a sense of trust and collaboration that we deeply appreciate.

Our neighborhood has felt genuinely included in every stage of the project, and Lolly's responsiveness and professionalism have made a meaningful impact. The public meetings and updates she has facilitated have been informative and well-organized, helping us stay connected and excited about the playground's future. It's clear that she values community input, and her efforts have made this project feel like a true partnership.

We are grateful for Lolly's dedication and hard work and look forward to seeing the positive transformation of Lowell Playground.

Thank you for ensuring such a strong, community-centered approach to this project!

Best regards,

Duane Steig - Chair

Lowell Civic Association

Lowell Community Church address:

5218 S. 2nd Ave

Everett, WA 98203

Lowell Civic Association – Lowell, WA

February 25, 2025

Subject: Lolly Huggins Community Outreach Success – Lowell Playground Replacement Project

Dear Everett City Council,

I hope this email finds you well. I wanted to take a moment to highlight the exceptional community outreach our neighborhood has experienced with Lolly as the Project Manager for the Lowell Playground replacement project.

And thank you so much for getting us a new up to date playground system.

From the very beginning, Lolly has been a fantastic liaison between our community and the project team. She has taken the time to actively listen to our concerns, answer questions, and ensure that our voices are heard throughout the planning process. Her commitment to transparency and engagement has fostered a sense of trust and collaboration that we deeply appreciate.

Our neighborhood has felt genuinely included in every stage of the project, and Lolly's responsiveness and professionalism have made a meaningful impact. The public meetings and updates she has facilitated have been informative and well-organized, helping us stay connected and excited about the playground's future. It's clear that she values community input, and her efforts have made this project feel like a true partnership.

We are grateful for Lolly's dedication and hard work and look forward to seeing the positive transformation of Lowell Playground.

Thank you for ensuring such a strong, community-centered approach to this project!

Best regards,

Duane Steig - Chair

Lowell Civic Association

Lowell Community Church address:

5218 S. 2nd Ave

Everett, WA 98203

From: [Aaron Everett](#)
To: [DL-Council](#)
Subject: [EXTERNAL] Competency Diversion Services
Date: Wednesday, February 26, 2025 11:09:52 AM
Attachments: [Outlook-ec0khjxu](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My name is Aaron and I am the Executive Director of Everett Law Association. We proudly serve as public defenders in Everett Municipal Court and are deeply familiar with the obstacles faced by those struggling with mental health issues in our community.

I am writing in support of the Competency Diversion Services item on today's agenda. We believe this is a crucial service that will provide actual assistance for those in need and will have a positive impact on the court system and community at large.

Thank you for your consideration.

Sincerely,

Aaron Everett



Aaron Everett
Executive Director
3232 Oakes Ave, Everett, WA 98201
Office Phone: 425.512.9731 Fax: 425.322.3347

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.