



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, April 9, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: April 2, 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 \$4,681,750.88 For The Period Ending March 22, 2025 Through March 28, 2025.

Documents:

[RES_CLAIMS PAYABLE 3.28.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,561,992.84 For The Period Ending Through March 22, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 07.PDF](#)

(3) Adopt A Resolution Declaring A 1998 Ford F-800 Versalift 5000I Bucket Truck, J0027 Surplus And Authorizing Sale At Public Auction.

Documents:

[RES_1998 FORD F-800 VERSALIFT.PDF](#)

(4) Authorize The Mayor To Sign The Delegate Physician Agreement At A Cost To The City Of \$5800 Per Month For Emergency Medical Response Program.

Documents:

[DELEGATE PHYSICIAN AGREEMENT.PDF](#)

(5) Authorize The Mayor To Sign All Necessary Documents And Agreements With The Washington Associations Of Sheriffs And Police Chiefs, Regarding The Acceptance, And Utilization Of The U.S. Department Of Justice, Bureau Of Justice Assistance Project Safe Neighborhoods Formula Grant Program Funds In The Amount Of \$253,900.

Documents:

[POLICE WASPC GRANT.PDF](#)

PROPOSED ACTION ITEMS:

(6) CB 2503-23 – 2nd Reading - Adopt An Ordinance Regarding Expired Wholesale Sewage Disposal Contracts, Amending EMC 14.04.150. (3rd & Final Reading 4/16/25)

Documents:

[CB 2503-23.PDF](#)

(7) CB 2504-24 – 1st Reading - Adopt An Ordinance Amending Ordinance 3916-22 Entitled "Edgewater Park Renovation Project", Fund 354, Program 084, To Accumulate Design Costs For The Project. (3rd & Final Reading 4/22/25)

Documents:

[CB 2504-24.PDF](#)

ACTION ITEMS:

(8) Adopt A Resolution Waiving Public Bidding Requirements And Approving A Multiple-Year Solesource Purchase Of Flock Safety® Flock Safety® Drone As A First Responder And Drone Dock And Associated Services From Flock Safety For Zero Cost In The First Year For The First Drone (And \$50,000 For A Second Drone To Allow For Full City Coverage), And Approximately \$307,000 Per Year Per Drone With Radar Thereafter.

Documents:

[RES_2024-092 FLOCK SAFETY DFR.PDF](#)

(9) Award And Authorize The Mayor To Sign A Product Addendum With Flock Safety For Flock Safety® Drone As A First Responder, Drone Dock, And Associated Devices For Zero Cost In The First Year For The First Drone (And \$50,000 For A Second Drone To Allow Full City Coverage), And Approximately \$307,000 Per Year Per Drone With Radar Thereafter In Substantially The Form Provided.

Documents:

[FLOCK SAFETY DFR CONTRACT AWARD.PDF](#)

(10) CB 2503-22 – 3rd & Final Reading – Adopt An Ordinance Approving The Appropriations Of The 2025 Revised City Of Everett Budget And Amending Ordinance No. 4055-24.

Documents:

[CB 2503-22.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 March 22, 2025 through March 28, 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	Fund	Department	Amount
002	General Funds	(3,979.57)	101	Parks & Recreation	10,279.90
003	Legal	210.00	110	Library	28,724.10
004	Administration	3,300.00	112	Community Theater	18,750.00
005	Municipal Court	364.43	119	Public Works - Str Imp	6,360.00
009	Misc Financial Funds	449,985.33	120	Public Works - Streets	225.72
010	Finance	100.00	130	Develop & Const Permit Fee	2,693.53
024	Public Works-Engineering	150.00	145	Cum Res/ Real Prop Acq.	1,208.90
031	Police	4,658.67	146	Property Management	25,488.19
032	Fire	88,731.67	151	Fund for Animals	6,648.95
038	Facilities / Maint.	587.97	152	Cum Res/Library	20.02
TOTAL GENERAL FUND	\$	544,108.50	153	Emergency Med Svc	16,733.31
			155	Capital Reserve Fund	1,003,704.12
			156	Criminal Justice	26,158.94
			197	CHIP Loan Program	165.54
			198	Comm Dev Block Grants	33,362.74
			336	Water & Sewer Sys Improv I	463,871.19
			342	City Facilities Const.	1,497,252.88
			354	Parks Capital Const.	29,217.94
			401	Public Works-Utilities	663,040.33
			402	Solid Waste Utility	9,665.69
			425	Public Works-Transit	141,901.88
			430	Everpark Garage	2,094.03
			440	Golf	12,847.58
			501	MVD - Trans Services	50,782.24
			503	Self-Insurance	9,402.95
			637	Police Pension	5,384.80
			638	Fire Pension	11,703.00
			661	Claims	59,331.59
			670	Custodial Funds	622.32
			TOTAL CLAIMS		4,681,750.88

Councilperson introducing Resolution

Passed and approved this day of , 2025

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of March 22nd, and checks issued March 28, 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	7,547.34
003	Legal	92,154.71	26,412.02
004	Administration	54,799.84	12,073.86
005	Municipal Court	84,937.49	27,110.27
007	Personnel	54,633.29	17,154.09
010	Finance	118,478.79	37,933.53
015	Information Technology	124,660.27	38,907.47
018	Communications and Marketing	18,588.25	5,309.88
021	Planning & Community Dev	126,072.86	38,292.33
024	Public Works	233,481.72	74,346.76
026	Animal Shelter	64,029.77	23,007.82
030	Emergency Management	8,322.23	2,677.05
031	Police	1,247,167.69	308,987.21
032	Fire	778,693.20	193,609.36
038	Facilities/Maintenance	100,280.22	37,790.03
101	Parks & Recreation	136,035.08	51,153.90
110	Library	110,037.47	38,498.99
112	Community Theatre	8,974.23	2,120.75
120	Street	82,123.14	27,967.78
153	Emergency Medical Services	426,668.30	99,996.92
197	CHIP	7,988.01	2,036.13
198	Community Dev Block	4,049.68	1,268.78
401	Utilities	1,012,127.57	359,266.23
425	Transit	532,457.90	196,571.25
440	Golf	34,291.40	12,575.16
501	Equip Rental	87,258.50	31,321.81
		<u>\$5,561,992.84</u>	<u>\$1,673,936.72</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Adopt a Resolution Declaring a 1998 Ford F-800 Versalift 5000I Bucket Truck Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 04/09/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:
Yes ☒ No

PowerPoint presentation:
Yes ☒ No

Attachments:
Resolution

Department(s) involved:
Procurement & Motor Vehicles

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
HB
Department head

Administration

Council President

Project: Resolution declaring a1998 Ford F-800 Versalift 5000I Bucket Truck (J0027) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 126 Motor Vehicle Replacement

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 126 Motor Vehicle Replacement.

Project summary statement:

The Parks Department owns a 1998 Ford F-800 Versalift 5000I Bucket Truck (J0027). J0027 has 6837 hours and is being replaced based on the cost of needed repairs exceeding the value of the bucket truck. Specifically, the bucket truck requires approximately \$27,000 to repair the hydraulic system for the bucket lift portion.

J0027 has an estimated surplus value of \$18,000 and will be replaced by a similar-sized bucket truck that will be ordered in 2026.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 1998 Ford F-800 Versalift 5000I Bucket Truck, J0027 surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 1998 Ford F-800 Versalift 5000I bucket truck (J0027) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 1998 Ford F-800 Versalift 5000I bucket truck (J0027) and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 1998 Ford F-800 Versalift 5000I bucket truck (J0027);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President



City Council Agenda Item Cover Sheet

Project title: Delegate Physician Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 04/09/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Delegate Physician
Agreement

Department(s) involved:

Fire
Legal

Contact person:

Dave DeMarco

Phone number:

425-257-8101

Email:

DDemarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Delegate Physician for Everett Fire

Partner/Supplier: Dr. Ronald Brown

Location: N/A

Preceding action: N/A

Fund: 153/EMS

Fiscal summary statement:

The current delegate physician rate is \$5350 per month. The new agreement sets a mutually agreed upon rate of \$5800 per month, with annual COLA increases based on CPI-U, up to a maximum of 3.5% per year.

A 2025 budget amendment will not be required to support this increased cost.

Project summary statement:

The current contract with our Medical Program Director Delegate Physician is expired, and a successor agreement is needed.

The City Emergency Medical Services providers function under the medical license of the Snohomish County Medical Program Director (MPD), who opts to transfer some MPD responsibilities to a delegate physician. The City of Everett contracts with the delegate physician to provide oversight, education and training for our EMS providers.

This agreement will continue our relationship with Dr. Ronald Brown, who has served the department as our delegate physician for over 20 years.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Delegate Physician Agreement at a cost to the city of \$5800 per month.

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DELEGATE PHYSICIAN AGREEMENT

This **DELEGATE PHYSICIAN AGREEMENT** (the "Agreement") is entered into by and between the City of Everett (the "City") and Dr. Ronald Brown (the "Physician") for services as a Delegate Physician.

I. RECITALS

WHEREAS, the purpose of this Agreement is to provide delegate physician services to the City of Everett Fire Department for delegate physician services;

WHEREAS, The Snohomish County Medical Program Director may delegate to the Physician the duties set forth in WAC 246-976-920(3)(a), 4(a) (c), and (d), 5(a), (e), and (f), 6(a) – (c) and (e), 7(a) – (d) and (f), and 8 (b) – (c) to be performed for those agencies which contract for delegate physician services; and

WHEREAS, the City and Physician are desirous of having Physician provide, on a regular and ongoing basis, delegate physician services to the Everett Fire Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

II. TERMS

1. **TERM.** This Agreement shall commence on the date of last signature below and remain in effect until terminated as provided herein.
2. **SERVICES.** Physician agrees to provide the services identified in **Exhibit A** (the "Services"). Physician shall, at all times, observe and comply with generally accepted practices and standards, and comply with all applicable laws and regulations, when providing Services under this Agreement. Physician shall perform the Services in strict conformance with currently approved practices in this field of medicine and in a competent and professional manner consistent with the Washington State Department of Health requirements.
3. **QUALIFICATIONS.** Physician shall be a physician licensed to practice medicine in Washington with knowledge and experience in the administration and management of emergency medical care in the pre-hospital, emergency medical systems environment, and trauma program with preferred BC/BE in emergency medicine. Physician shall meet all criteria of RCW 18.71.205(4) to accomplish the professional objectives of the Secretary of the Washington State Department of Health Services as provided in RCW 18.73.081(5). Physician shall maintain all customary narcotics and controlled substances numbers and licenses. Physician shall be familiar with both state and federal laws and regulations governing Snohomish County Emergency Medical Services (EMS) and trauma services and shall be responsible for compliance with these laws and regulations.
4. **COMPENSATION.** The City agrees to compensate Physician \$5800 monthly, in arrears.. The monthly rate shall be increased annually beginning every January by the percentage increase (June to June) in the Consumer Price Index for All Urban Consumers (CPI-U) in the Seattle-Everett Area or successor index, up to a maximum of 3.5% This means, for example,

that the percentage increase to be applied to \$5800 for calendar year 2026 compensation will be the percentage index increase for CPI-U June 2024 to June 2025, up to a maximum of 3.5%.

Work in addition to, or different from, the Services set forth herein shall only be allowed by prior authorization, in writing, by the City and shall be subject to the terms and conditions of this Agreement and billed at an hourly rate as agreed in writing by the Fire Chief or designee and Physician.

5. **INSURANCE.** During the term of this Agreement and any renewals thereto, Physician shall maintain malpractice insurance to sufficiently cover the duties herein and provide proof of such to the City. This medical malpractice insurance coverage shall be for all the actions taken while in the service of the City; provided, however, that if Physician changes insurance carriers it shall provide a tail insurance coverage for at least three (3) years following the termination date of this Agreement.

6. **COOPERATION.** Physician shall cooperate with the Snohomish County Medical Program Director (the "MPD") in the administration of this Agreement.

7. **INDEMNIFICATION.** Physician agrees to indemnify and hold the City harmless from all liability based upon negligent acts or omissions of Physician or violations of law in the performance of this Agreement or breach of any term of this Agreement. The parties acknowledge that RCW 18.71.215 may provide indemnification by the Department of Health for approved medical program directors, delegates or agents for any acts or omissions committed in good faith in the performance of Physician's duties.

8. **TERMINATION**

- 8.1. Either Party may terminate this Agreement with or without cause, upon forty-five (45) days' written notice to the other party.
- 8.2. The City may terminate this Agreement upon thirty (30) days' prior written notice to Physician if (i) Physician fails or refuses to comply with any material term of this Agreement or (ii) Physician abandons its obligations under this Agreement for more than ten (10) days without the City's prior written approval.
- 8.3. This Agreement shall terminate immediately if (i) the Medical Program Director fails to delegate or rescinds delegation of any duties identified in WAC 246-976-920; (ii) Physician's license to practice medicine in Washington State is revoked, suspended, restricted, or expires; or (iii) Physician is convicted of any offense punishable as a felony or engages in unprofessional conduct, as defined in RCW 18.130.180.
- 8.4. Physician may terminate this Agreement immediately upon written notice to the City if (i) the City fails substantially to perform any material term of this Agreement and (ii) that failure continues for a period of thirty (30) days after Physician has given the City written notice of that failure.

- 8.5. In the event of termination, Physician shall be compensated for satisfactory work performed to the termination date. Any work product generated by Physician prior to such termination shall be the sole property of the City, and Physician agrees to provide the City with all such materials at no cost to the City.

9. **RELATIONSHIP OF PARTIES.** The Parties intend that an independent contractor relationship shall be created between them. Physician is responsible for the means and methods it uses to perform the Services. Nothing herein shall be construed to create the relationship of employer and employee between the Parties. THE CITY shall be neither liable for nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment.

10. **NOTICES.** Notices to the Parties shall be sent to the following address:

The City: Everett Fire Department
ATTN: Fire Chief
2801 Oakes Avenue
Everett, WA 98201

Physician: Dr. Ronald Brown
12412 101st PL NE
Lake Stevens, WA 98258

The Parties agree that the addresses of all parties to which notice shall be given may be changed at any time by written notice to the other Party.

11. **PERSONAL NATURE OF SERVICES.** Except as otherwise provided herein, Physician shall perform the Services personally and shall not delegate, assign, or subcontract any portion of the Services without the prior written consent of the City. The City recognizes that Physician shall work with other physicians for provision of some of the Services set forth herein; and the City reserves the right to approve of such physicians.

12. **WORK PRODUCT.** Physician may be required to prepare such Information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may review the work. This item does not constitute additional work as described in this Agreement. All documents, maps, analysis, and data of whatever kind prepared by Physician pursuant to this Agreement shall be deemed property of the City upon completion or termination of this Agreement. Physician may keep file copies of his work product but shall retain no other rights of ownership therein.

13. **BUSINESS LICENSE.** Physician agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

14. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Washington and shall be construed and interpreted in accordance with Washington law, regardless of the law that might otherwise apply under common law principles of conflicts of law. The Parties consent to personal jurisdiction in the State of Washington for any dispute or claim related to this Agreement or the subject matter of this Agreement. The venue for any dispute or claim related to this Agreement or the subject matter of this Agreement is a court in Snohomish County, Washington. The parties expressly waive their right to a jury.

15. **WAIVER.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

16. **PRIVACY PROTECTION.** Physician shall appropriately safeguard Protected Health Information ("PHI") that is created, received, maintained, or transmitted on behalf of THE CITY and the Providers in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"), and as provided in **Exhibit B**.

17. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement, in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Electronic signatures (such as with AdobeSign) are fully binding.

IN WITNESS WHEREOF, the City and Physician have executed this Agreement, effective the date of the last authorized signature below.

PHYSICIAN:

Signature: _____

Name of Signer: Dr. Ronald Brown

CITY OF EVERETT:

Cassie Franklin, Mayor

Attest:

Office of the City Clerk

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Delegation of Authority

I, Dr. C. Ryan Keay, am the Medical Program Director for Snohomish County and hereby appoint and delegate to Dr. Ronald Brown those duties identified in WAC 246-976-920(3)(a), 4(a) (c), and (d), 5(a), (e), and (f), 6(a) –(c) and (e), 7(a) – (d) and (f), and 8 (b) – (c) as it relates to emergency medical services provided by the Everett Fire Department.

MEDICAL PROGRAM DIRECTOR

By: Dr. C. Ryan Keay
Date:_____

EXHIBIT A

SCOPE OF SERVICES

Duties that accord with WAC 246-976-920(3)(a), 4(a) (c), and (d), 5(a), (e), and (f), 6(a) –(c) and (e), 7(a) – (d) and (f), that are delegated or otherwise assigned by the Snohomish County Medical Program Director to the Physician (“Services”), including the following:

1. Provide medical control and direction of EMS certified personnel in their medical duties. This is done by oral or written communication;
2. Establish policies as directed by the department to include a policy for storing, dispensing, and administering controlled substances. Policies must be in accordance with state and federal regulations and guidelines;
3. Participate with Snohomish County and North Region EMS/TC councils to develop and revise (i) regional patient care procedures; (ii) Snohomish County operating procedures, when applicable; and (iii) recommendations for improvements in medical control communications and EMS system coordination;
4. Work within the parameters of the approved regional patient care procedures and the regional plan;
5. Provide oversight of instructors and supervise training of all EMS providers;
6. Develop or approve an intensive airway management program and approve providers to take the program if live intubations cannot be obtained;
7. Approve providers to perform IV and IO starts on artificial training aids;
8. Develop an evaluation form for a procedure or skill if one is not provided by the department;
9. Develop an integration process to evaluate and determine competency of an applicant's knowledge and skills in accordance with department policies;
10. Recommend denial of certification to the Secretary for any applicant whom the Medical Program Director (“MPD”) can document is unable to function as an EMS provider, regardless of successful completion of training, evaluation, or examinations;
11. Approve a certified advanced emergency medical technician or a paramedic to function at a lower level of certification;
12. Adopt an MPD quality improvement plan that describes how quality improvement activities are conducted by the MPD. The plan must meet the minimum standards of the department;

13. Access patient care records and reports in the statewide electronic EMS data system for EMS services under their oversight;
14. Audit the medical care performance of EMS providers in accordance with the MPD quality improvement plan;
15. Perform counseling and assign remediation regarding the clinical practice of EMS providers;
16. Participate in regional quality improvement activities;
17. Approve equipment and medications used to provide medical care by EMS personnel;
18. Make recommendations for corrections for EMS services that are out of compliance with the regional plan to the department in accordance with WAC 246-976-400; and
19. Assist the Medical Program Director in:
 - a. Develop and adopt written prehospital patient care protocols for specialized training and to direct EMS certified personnel in patient care;
 - b. Participate with Snohomish County and North Region EMS/TC councils to develop and revise regional EMS and trauma care plans;
 - c. Recommend to the department approval of individuals applying for recognition as senior EMS instructors candidates, senior EMS instructors, EMS evaluators, and locally approve all guest instructors for any EMS education and training;
 - d. Recommend to the department approval of training programs, courses, ongoing education and training plans ("OTEP"), and content for continuing medical education ("CME") and ongoing training;
 - e. Recommend to the secretary certification, recertification, reciprocity, challenge, reinstatement, reissuance of expired certification or denial of certification of EMS personnel and sign applications; provided, however, all such recommendations shall be made known in writing to the Fire Chief and/or EMS Administrator of the agency whose employee or volunteer is subject to the action prior to the action being sent to the Department of Health;
 - f. Recommend certified providers to be approved or denied endorsements for specialized skills;
 - g. Recommend to the secretary disciplinary action to be taken against EMS personnel, which may include modification, suspension, or revocation of certification; and

- h. Review and make a recommendation to the department for applications for services applying for recognition as an emergency services supervisory organization (“ESSO”).
- 20. Provide skill maintenance and field performance of EMS certified personnel; and
- 21. Participate in the Medical Control Committee (“MCC”) and meet with all approved Emergency Medical Program Supervising Physicians and Fire Department/EMS Agency MSA(s) and MSO(s) not less than four times per year.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT (“BAA”)

1. DEFINITIONS

(a) “*Breach*” shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

(b) “*Security Incident*” shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(c) All other capitalized terms used in this BAA shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

2. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BAA and a term in HIPAA (as these terms may be expressly amended from time to time by the HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties), the interpretation of HHS, such court or regulatory agency shall prevail.

(b) Where provisions of this BAA are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BAA shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BAA, this BAA does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) **Subcontractors.** Business Associate agrees that as required by the HIPAA Requirements, Business Associate shall enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BAA in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they shall incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to Protected Health Information.

(b) **Privacy of Protected Health Information (“PHI”).**

(i) ***Permitted Uses and Disclosures of PHI.*** Business Associate agrees to create, receive, use, disclose, maintain, or transmit PHI only in a manner that is consistent with this BAA or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, shall be permitted to use and disclose PHI for “Treatment, Payment, and Health Care Operations,” as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity’s obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) ***Reporting Obligations.*** Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BAA, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by this Business Associate Agreement.

(iii) ***Minimum Necessary Standard and Creation of Limited Data Set.*** Business Associate’s use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this BAA, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) ***Access.*** In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate shall make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) ***Disclosure Accounting.*** Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) ***Amendment.*** Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(vii) ***Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.*** If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, shall evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) ***Return or Destruction of PHI.*** Upon the termination or expiration of the Agreement or this BAA, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BAA and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) ***Availability of Books and Records.*** Business Associate shall make available to HHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this BAA.

(x) ***Termination for Breach.***

a. Business Associate agrees that Covered Entity shall have the right to terminate this BAA or seek other remedies if Business Associate violates a material term of this Agreement.

b. Covered Entity agrees that Business Associate shall have the right to terminate this BAA or seek other remedies if Covered Entity violates a material term of this BAA.

(c) **Security Incident and Breach Reporting.**

(i) Business Associate shall Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this BAA, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or "Breaches") of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in this Agreement.

(ii) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security

Incidents”), aggregate the data and, upon the Covered Entity’s written request, report to the Covered Entity in accordance with the reporting requirements identified in this Agreement.

(iii) Business Associate shall take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI.

(iv) Business Associate shall Permit termination of this BAA if the Covered Entity determines that Business Associate has violated a material term of this BAA with respect to Business Associate’s security obligations and Business Associate is unable to cure the violation.

(v) Upon Covered Entity’s request, Business Associate shall provide Covered Entity with access to and copies of documentation regarding Business Associate’s safeguards for PHI and Electronic PHI.

(vi) **Notice Timeline.** Business Associate shall notify Covered Entity as soon as practicable, but in no event later than five (5) business days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any Successful Security Incident) that is not permitted by this BAA, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(vii) **Notice of Breach.** Business Associate shall notify Covered Entity following discovery and without unreasonable delay but in no event later than five (5) business days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

a. As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity’s direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

b. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity’s obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its

notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(viii) ***Reporting Obligations – Details.***

a. For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than thirty (30) calendar days after Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that shall:

- i. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
- ii. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- iii. Identify the PHI accessed, used, or disclosed (*e.g.*, name; social security number; date of birth);
- iv. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or shall take to prevent further non-permitted accesses, uses, or disclosures;
- v. Identify what Business Associate (or Business Associate Subcontractor) did or shall do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- vi. Provide such other information, including a written report, as the Covered Entity may reasonably request.

b. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in this BAA; (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) shall implement to address the security inadequacies.

4. **TERMINATION**

(a) Covered Entity and Business Associate each shall have the right to terminate this BAA if the other party has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BAA and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(b) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this BAA by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

5. CONTINUING PRIVACY AND SECURITY OBLIGATIONS

(a) Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this BAA shall be continuous and survive termination, cancellation, expiration, or other conclusion of this BAA or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this BAA, are those set forth in this BAA and/or the Agreement.

Project title: Flock Safety Program Year 2 – WASPC Grant Funding**Council Bill #** *interoffice use***Agenda dates requested:**

Briefing
Proposed action
Consent 04/09/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

x Yes No

PowerPoint presentation:

Yes X No

Attachments:

Agreement

Department(s) involved:

Police, Legal

Contact person:

John DeRousse - Chief

Phone number:

425-257-8408

Email:

jdrousse@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Flock Safety Program**Partner/Supplier:** Washington Association of Sheriffs and Police Chiefs**Location:** Everett, WA**Preceding action:** N/A**Fund:** 031/Police**Fiscal summary statement:**

The Washington Association of Sheriffs and Police Chiefs has awarded the Everett Police Department (EPD) \$253,900 of grant funds they received as part of the US Dept. of Justice, Bureau of Justice Assistant: Project Safe Neighborhoods Formula Grant Program. If approved EPD would use these funds to pay for the second year of the Flock Safety Program. These funds would cover the estimated \$254,000 cost of the full second year of Flock and there is no match requirement.

Project summary statement:

This is a continuation of the Flock LPR (license plate recognition) Program, that provides cameras throughout the city that are designated to support police operations and investigations. This project is a response to spikes in crime, especially violent crime, in the Everett community. Some of that crime has occurred in and around several city parks. The police department wants to utilize the technology to help address that crime in the community and open public areas where people are feeling unsafe. The LPR cameras can capture and process up to 30,000 vehicles per day and utilize Vehicle Fingerprint Technology. This technology includes effective searching mechanisms to turn digital images into investigative leads. The program also has an audit function, allowing the police department to review how it is being used by employees. This funding would allow Everett Police to continue this project for another year.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign all necessary documents and agreements with the Washington Associations of Sheriffs and Police Chiefs, regarding the acceptance, and utilization of the U.S. Department of Justice, Bureau of Justice Assistance Project Safe Neighborhoods Formula Grant Program funds in the amount of \$253.900.



Washington Association of

SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380 (Phone)
360-486-2381 (Fax)
www.waspc.org

President

Chief Darrell Lowe
City of Redmond

President-Elect

Sheriff John Nowels
Spokane County

Vice President

Chief Rafael Padilla
City of Kent

Past President

Sheriff Kevin Morris
Douglas County

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City of Lynnwood

Chief Rebecca Mertzig
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Sheriff Clay Myers
Kittitas County

Chief Greg Cobb
Union Gap Police
Department

Sheriff James Raymond
Franklin County

Sheriff Brad Thurman
Cowlitz County

Chief Sam White
Lower Elwha Klallam
Police Department

Chief John Batiste
Washington State Patrol

Mike Herrington, SAC
FBI—Seattle

Steven D. Strachan
Executive Director

February 19, 2025

Chief John DeRousse
Everett Police Department
3002 Wetmore Avenue
Everett WA 98201

Re: PSN-2023-WWA-001
Award Period: 10/01/2024-09/30/2026

Dear Chief DeRousse:

Please carefully review the enclosed grant award documents.

- Contract Face Sheet and Terms and Conditions (Signature Required)
- Acknowledgement of Special Conditions (Signature Required)
- Expenditure Reconciliation Form Template

Please keep a copy of all documents for your files. Once your review is complete, please sign, and return all documents to Kim Goodman, Chief of Staff (kgoodman@waspc.org).

Sincerely,

Steven D. Strachan
Executive Director

WASHINGTON ASSOCIATION
OF SHERIFFS & POLICE CHIEFS

PROJECT SAFE
NEIGHBORHOODS
FACE SHEET

1. Contractor's Name and Address:
Everett Police Department 3002
Wetmore Avenue Everett WA
98201
2. Contact: Chief John DeRousse
Telephone: 425.257.8408
3. Tax Id #:91-6001248
4. DUNS #:608909156
5. UEI #: LVPSLN4A2LF6
6. Contract No:
PSN-2023-WWA-001
7. Contract Period
10/01/2024 – 09/30/2026
8. Funding Authority
**US Dept of Justice
Bureau of Justice Assistance
Washington Association of
Sheriffs & Police Chiefs**
9. Federal Award #:
15PBJA-23-GG-02511-GUNP
10. Service Area:
Western District Washington State
11. CFDA No: **16.609**
*Note: This project contains a research
and development component as defined
in applicable law, "and complies with
Part 200 Uniform Requirements -2 CFR
200.210(a)(14)"*

12. Requests for reimbursement under this CONTRACT are subject to the following Budget:

Salary:	\$0.00
Fringe Benefits:	0.00
Travel	0.00
Equipment:	\$253,900.00
Other	0.00
13. Total	\$253,900.00

IN WITNESS WHEREOF, the WASPC and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments hereto, and in witness whereof have executed this contract as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Contract Terms and Conditions.

FOR THE WASPC:

FOR THE CONTRACTOR:

Steven D. Strachan, Executive Director
Washington Association of
Sheriffs & Police Chiefs
Date: _____

Name: Cassie Franklin
Title: Mayor
Date: _____

TERMS AND CONDITIONS

This CONTRACT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (WASPC); and **EVERETT POLICE DEPARTMENT** (CONTRACTOR).

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

1. FUNDING SOURCE. Funding for this CONTRACT is provided to WASPC by the US Department of Justice, Bureau of Justice Assistance, for the funding period of October 1, 2023 through September 30, 2026.

2. SCOPE OF SERVICES. CONTRACTOR shall use the federal funds awarded hereunder solely for salary, benefits, costs, and contracted services, goods, services, travel, and other essential costs to support the work/project defined by the STATEMENT OF WORK.

3. SCOPE OF WORK. CONTRACTOR shall implement the activities to achieve the goals and objectives of the Project Safe Neighborhoods program, as set forth in the STATEMENT OF WORK.

4. SCOPE OF WORK REVISIONS. CONTRACTOR shall submit to WASPC a written request to effect any material change to the SCOPE OF WORK identified in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK and other supporting documents. Before any activities supporting the revised SCOPE OF WORK are initiated, WASPC must approve the same in its sole and absolute discretion, which may be withheld.

5. BUDGET REVISIONS. CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet. WASPC may approve or deny the request in its sole and absolute discretion.

6. PERFORMANCE STANDARDS. CONTRACTOR shall perform the services in accordance with and as defined in the STATEMENT OF WORK incorporated herein, the budget and estimated expenditure plan, per the CONTRACT Face Sheet, and in accordance with the Project Safe Neighborhoods program, Special Conditions of Federal Award 15PBJ-23-GG-02511-GUNP, as well as other policies and procedures issued by WASPC.

7. PERIOD OF OBLIGATION. CONTRACT period is indicated on Line 7 of the CONTRACT Face Sheet.

8. ALLOWABLE COSTS. Allowable costs shall include costs incurred by CONTRACTOR from the first date of the CONTRACT period until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 13 of the

CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

9. NON-SUPPLANTING. CONTRACTOR shall not use federal funds specified by this CONTRACT to supplant local, federal, or other state funds. CONTRACTOR shall not use federal funds specified by this Contract to replace funding which would otherwise be made available to CONTRACTOR had the state funds provided by this CONTRACT not been provided.

10. CONTRACT ADMINISTRATION. WASPC's Program Coordinator is responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by CONTRACTOR. WASPC's Program Coordinator may provide and facilitate assistance and guidance to CONTRACTOR as necessary.

11. PROGRAM ADMINISTRATION. CONTRACTOR shall advise WASPC of the local program administrator responsible for the performance of this CONTRACT, including name, address, email, telephone number(s), and any subsequent changes thereto.

12. DATA COLLECTION. CONTRACTOR shall utilize the data collection tool provided by the US Department of Justice (Performance Measure Platform). CONTRACTOR shall dedicate sufficient resources to establish the administrative processes necessary for the Data Collection Tool.

13. REPORTING REQUIREMENTS. CONTRACTOR shall timely submit required reports using the forms according to procedures issued by WASPC.

14. REPORT DUE DATES

a. **Semi-Annual Progress Report.** Due on the 10th of the month following the six-month period in which funded activities were performed.

b. **Final Assessment Report.** Due on the 10th of the month following the twelve-month period in which funded activities were performed.

Failure of CONTRACTOR to timely submit required activity reports and/or supporting documentation to WASPC's Program Coordinator is a basis for withholding payment and may result in the cancelation of the award/Contract.

CONTRACTOR shall submit required reports and documentation after the close of the CONTRACT period, during the transfer of obligations to another CONTRACTOR, or upon termination of the CONTRACT for any reason.

15. PAYMENT PROVISIONS. WASPC shall award federal funds to CONTRACTOR in the amount provided on Line 13 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will open reimbursement for allowable expenditures made by CONTRACTOR. CONTRACTOR must complete and submit to the WASPC Program Coordinator a WASPC Reimbursement Request Form along with documentation/invoices for the expenditures.

16. EVALUATION AND MONITORING. CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC. WASPC, the State Auditor, the DOJ, or any of their representatives shall have full access to, and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoice, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

17. ACKNOWLEDGEMENT OF FEDERAL FUNDS. CONTRACTOR and its SUBCONTRACTORS shall comply with the federal grant special conditions included in attachment A-Special Conditions

18. INSURANCE. Before commencing the Work and as a condition of payment, CONTRACTOR shall purchase and maintain insurance as described below from an insurer admitted to do business in Washington with an A.M. Best financial strength rating of A-1 or better, that will protect it from bodily injury or property damage claims arising out of its operations under this CONTRACT, whether the operations are by CONTRACTOR, CONTRACTOR'S consultants, SUBCONTRACTORS, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

a. Commercial General Liability (CGL) insurance providing bodily injury liability and property damage liability with combined single limits of not less than \$2,000,000 per occurrence, and \$4,000,000 general aggregate limits, written on an occurrence form.

b. Automobile liability insurance with a minimum limit of liability of not less than \$500,000 per occurrence for all owned, non-owned and hired automobiles.

c. CONTRACTOR'S general liability policy shall be endorsed so that the aggregate limits of insurance apply on this CONTRACT project/job.

d. WASPC shall be included as an additional insured under CONTRACTOR'S CGL policy.

e. Stop gap coverage of \$1,000,000.

Prior to starting work, CONTRACTOR shall provide a copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy that documents WASPC'S additional insured status. WASPC and CONTRACTOR hereby waive their rights of subrogation against one another for any losses covered by the required insurance policies.

19. INDEMNITY. CONTRACTOR agrees to defend, indemnify, and hold harmless (the "Indemnity Duty") WASPC, its employees, officers, and its agents from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and costs and expenses, arising out of or resulting from performance of the Work, including claims, damage, loss, or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (the "Harm"), provided, however, that the CONTRACTOR owes no Indemnity Duty if the Harm was caused by or results from the sole negligence of WASPC and provided further that in the event of concurrent negligence (i) by CONTRACTOR or the CONTRACTOR'S SUBCONTRACTORS' agents or employees, or both and (ii) by WASPC or its agents, or both, then the CONTRACTOR'S Indemnity Duty is valid and enforceable only to the extent of the negligence of CONTRACTOR, its agents, and its employees.

CONTRACTOR also agrees to defend, indemnify, and hold WASPC harmless from all SUBCONTRACTOR and supplier claims for payment, including any liens that may be filed.

CONTRACTOR further agrees to defend, indemnify, and hold WASPC harmless from all WISHA or other related claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to CONTRACTOR'S failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder.

For purposes of the foregoing indemnification provision only, and only to the extent of claims against CONTRACTOR by WASPC under such indemnification provision, CONTRACTOR specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this CONTRACT shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disabilities benefit acts, or other employee benefit acts. This term is specifically negotiated for and agreed between the parties.

20. ENTIRE AGREEMENT. This CONTRACT, Statement of Work, Project Narrative, and Budget Worksheet contains the entire agreement between the parties and may not be modified or amended except as provided herein. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

- a PSN-2023-WWA-001 CONTRACT Face Sheet;**
- b Contract Terms and Conditions;**
- c CONTRACTOR Statement of Work**
- d Federal Grant Special Conditions**

- e Contractor Project Narrative/Proposed Sub-Award
- f CONTRACTOR Budget Worksheet

21. ORDER OF PRECEDENCE. In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a Applicable federal statutes and regulations;
- b Applicable state statutes and regulations;
- c **PSN-2023-WWA-001** CONTRACT Face Sheet;
- d CONTRACT Terms and Conditions;

STATEMENT OF WORK

The CONTRACTOR shall work in accordance with the Washington State Western District Project Safe Neighborhoods goals.

A-1 The CONTRACTOR is required to expend the grant amount within the allowable budget categories, during the grant expenditure period. Payments will be made on a reimbursement basis.

A-3 The CONTRACTOR ensures research coordination, which incorporates data management, data analysis and periodic field observation.

A-4 The CONTRACTOR will provide data collection (qualitative and otherwise) for evaluation projects.

A-5 The CONTRACTOR will work with WASPC and the PSN Western District of Washington workgroup to ensure project proposal elements are completed.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
3060 WILLAMETTE DR NE

City, State and Zip: LACEY, WA 98516

Recipient UEI: X624NETQGAN8

Project Title: 2023 Western District
Washington PSN Program

Award Number: 15PBJA-23-GG-02511-GUNP

Solicitation Title: BJA FY 23 Project Safe Neighborhoods Formula Grant Program

Federal Award Amount: \$285,039.00

Federal Award Date: 9/25/23

Awarding Agency: Office of Justice Programs
Bureau of Justice Assistance

Funding Instrument Type: Grant

Opportunity Category: O

Assistance Listing:

16.609 - Project Safe Neighborhoods

Project Period Start Date: 10/1/23

Project Period End Date: 9/30/26

Budget Period Start Date: 10/1/23

Budget Period End Date: 9/30/26

Project Description:

PROJECT SAFE NEIGHBORHOODS FY2023 PROGRAM ABSTRACT

Western District of Washington

The Washington Association of Sheriffs and Police Chiefs (WASPC), as the fiscal agent for the Western District of Washington's Project Safe Neighborhoods (PSN) Team, submits this application for the FY2023 PSN grant on behalf of the Western District of Washington.

The primary focus of the FY 2023 PSN grant will be reducing the harmful effects of community gun violence. To achieve this goal, we will continue to foster strategic partnerships across a broad range of state and local partners, collaborating with these entities to bring critical perspectives to strategic planning discussions.

The geographic scope of our PSN Team represents regions from the border of Oregon in the south, the region north of Seattle, and the South Sound. We are collaborating with representatives from the Office of Firearm Safety and Violence Prevention (OFSVP) and the state Attorney General's Office. These state partners are similarly working towards the goal of reducing violent crime in our district.

A person is killed with a gun in Washington state every 12 hours. Gun violence is a persistent health and safety threat across the state, and rates of gun violence continue to increase amidst the lingering effects of the pandemic. Community gun violence is defined as intentional acts of interpersonal gun violence committed in public places by individuals who are not related to each other. This type of gun violence has a dramatically disproportionate impact on low-income communities and communities of color, and especially youth and young adults.

The OFSVP is leading a statewide effort to coordinate evidence-based intervention and prevention strategies to address community gun violence. Its work will target the highest risk populations of perpetrators and victims in the highest risk communities. Attorney General Bob Ferguson is committed to reducing firearms fatalities and injuries with a goal towards making our communities safer. The AGO has been involved in critical policy discussions regarding firearms at the state and federal level.

The PSN Team regularly meets to assess which communities are most affected by community gun violence, identifying critical gaps and needs within those communities. With this information, the PSN Team will then identify a strategic outcome to address those needs. For FY2023, we hope to engage with a consultant to audit one of these high-need communities, providing critical technical assistance in deploying a strategy to reduce gun violence in the area.

The PSN Team will set the goals needed to reach that outcome, with measurable indicators demonstrating progress in achieving those goals. From there, the Team will identify the strategies needed to achieve the goals, forming smaller Selection Team(s) to identify the subaward recipients within our district's communities best positioned to implement the identified strategies, as well as subcommittees dedicated to tracking and partnering with existing local initiatives that complement our district's goals.

Award Letter

September 25, 2023

Dear STEVE STRACHAN,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS for an award under the funding opportunity entitled 2023 BJA FY 23 Project Safe Neighborhoods Formula Grant Program. The approved award amount is \$285,039.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon

Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The FY23 Project Safe Neighborhoods Initiative, represents a strategic approach that brings more “science” into criminal justice operations by leveraging innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs while addressing crime associated with gun crime and gang violence. Awards under this program will implement the five core elements of PSN— partnerships, strategic planning and research integration, training and technical assistance outreach, and accountability, data analysis, and data-informed efforts —to address specific gun crime and gang violence problems in that district.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Title 28 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

WASHINGTON ASSOCIATION OF SHERIFFS AND
POLICE CHIEFS

UEI

X624NETQGAN8

Street 1

3060 WILLAMETTE DR NE

Street 2

City

LACEY

State/U.S. Territory

Washington

Zip/Postal Code

98516

Country

United States

County/Parish

no value

Province

no value

Award Details

Federal Award Date

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-02511-GUNP

Supplement Number

00

Federal Award Amount

\$285,039.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.609	Project Safe Neighborhoods

Statutory Authority
34 U.S.C. §§60701-60705

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Project Safe Neighborhoods Formula

Grant Program

Program Office
BJA

Application Number
GRANT13860223

Grant Manager
Tiffany Johnston

Phone Number
202-445-4301

E-mail Address
Tiffany.Johnston@usdoj.gov

Project Title
2023 Western District Washington PSN Program

Performance Period Start Date
10/01/2023

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2026

Project Description

PROJECT SAFE NEIGHBORHOODS FY2023 PROGRAM ABSTRACT

Western District of Washington

The Washington Association of Sheriffs and Police Chiefs (WASPC), as the fiscal agent for the Western District of Washington's Project Safe Neighborhoods (PSN) Team, submits this application for the FY2023 PSN grant on behalf of the Western District of Washington.

The primary focus of the FY 2023 PSN grant will be reducing the harmful effects of community gun violence. To achieve this goal, we will continue to foster strategic partnerships across a broad range of state and local partners, collaborating with these entities to bring critical perspectives to strategic planning discussions.

The geographic scope of our PSN Team represents regions from the border of Oregon in the south, the region north of Seattle, and the South Sound. We are collaborating with representatives from the Office of Firearm Safety and Violence Prevention (OFSVP) and the state Attorney General's Office. These state partners are similarly working towards the goal of reducing violent crime in our district.

A person is killed with a gun in Washington state every 12 hours. Gun violence is a persistent health and safety threat across the state, and rates of gun violence continue to increase amidst the lingering effects of the pandemic. Community gun violence is defined as intentional acts of interpersonal gun violence committed in public places by individuals who are not related to each other. This type of gun violence has a dramatically disproportionate impact on low-income communities and communities of color, and especially youth and young adults.

The OFSVP is leading a statewide effort to coordinate evidence-based intervention and prevention strategies to address community gun violence. Its work will target the highest risk populations of perpetrators and victims in the highest risk communities. Attorney General Bob Ferguson is committed to reducing firearms fatalities and injuries with a goal towards making our communities safer. The AGO has been involved in critical policy discussions regarding firearms at the state and federal level.

The PSN Team regularly meets to assess which communities are most affected by community gun violence, identifying critical gaps and needs within those communities. With this information, the PSN Team will then

identify a strategic outcome to address those needs. For FY2023, we hope to engage with a consultant to audit one of these high-need communities, providing critical technical assistance in deploying a strategy to reduce gun violence in the area.

The PSN Team will set the goals needed to reach that outcome, with measurable indicators demonstrating progress in achieving those goals. From there, the Team will identify the strategies needed to achieve the goals, forming smaller Selection Team(s) to identify the subaward recipients within our district’s communities best positioned to implement the identified strategies, as well as subcommittees dedicated to tracking and partnering with existing local initiatives that complement our district’s goals.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Year 2	Total
Personnel		
\$3,500	\$3,500	\$7,000
Fringe Benefits		
\$999	\$999	\$1,998
Travel		
\$0	\$5,468	\$5,468
Equipment		
\$0	\$0	\$0
Supplies		
\$0	\$0	\$0
Construction		
\$0	\$0	\$0

SubAwards		
\$135,287	\$135,286	\$270,573
Procurement Contracts		
\$0	\$0	\$0
Other Costs		
\$0	\$0	\$0
Total Direct Costs		
\$139,786	\$145,253	\$285,039
Indirect Costs		
\$0	\$0	\$0
Total Project Costs		
\$139,786	\$145,253	\$285,039
Federal		
Non-Federal		
Year1		
\$139,786		
\$0		
Year2		
\$145,253		
\$0		
\$285,039		
\$0		
Budget Totals	Total	Percentage
Total Project Cost	\$285,039	
Federal Funds	\$285,039	100.00%

Non-Federal Amount	\$0	0.00%
Match Amount	\$0	0.00%
Program Income	\$0	0.00%

Budget Category
Personnel
Fringe Benefits
Travel
Equipment
Supplies
Construction
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 2

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Condition 3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Condition 10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Condition 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene

requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an

imminent breach.

Condition 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees"

of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any

subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 32

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 34

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 35

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

Condition 36

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 41

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 42

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 43

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

Condition 44

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 45

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

Condition 46

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

Condition 47

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

Condition 48

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

Condition 49

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by

the recipient for costs associated with administering the award.

Condition 50

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

Condition 51

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 52

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 53

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 54

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 55

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 56

Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued an Award Condition

Modification (ACM) releasing this award condition.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Assistant Attorney General

Name of Approving Official

Amy Solomon

Signed Date And Time

9/19/23 7:28 PM

Authorized Representative

☒

Entity Acceptance

Title of Authorized Entity Official

Executive Director

Name of Authorized Entity Official

STEVE STRACHAN

Signed Date And Time

10/5/2023 1:40 PM

Acknowledgement of Special Conditions

Contractor Name: **Everett Police Department**

Sub Award: **PSN-2023-WWA-001**

Federal Award: **15PBJA-23-GG-02511-GUNP**

Award Period: 10/01/2024-09/30/2026

Please carefully review the grant award and special conditions and keep a copy for your files. The grant award and special conditions, as well as 2 CFR 200 Uniform Guidance, defines federal statutes, regulations and terms of the grant. Please sign, and return to Kim Goodman, Chief of Staff.

By signing, you acknowledge that you have received the grant special conditions and agree to:

- Comply with all applicable federal statutes, regulations, terms and special conditions of the grant,
- Not begin any programmatic or financial activities prior to signing the CONTRACT and prior to WASPC's withholding special conditions and budget approval clearance by the DOJ,
- Allow access to your financial records by the prime grantee (WASPC),
- Agree to on-site monitoring,
- Agree prompt action will be taken when instances on noncompliance are identified,
- Take reasonable measures to safeguard sensitive information consistent with applicable federal, state and local laws,
- Participate in programmatic reporting and training when available.

Signed:

Grantee

Date

Project title: An Ordinance regarding Wholesale Sewage Disposal Contracts, amending EMC 14.04.150

Council Bill #

CB 2503-23

Agenda dates requested:

Briefing

1st Reading 4/02/25

2nd Reading 4/09/25

Consent

Action 4/16/25

Ordinance X

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Legal

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Adopt Wholesale Sewage Disposal Contract Ordinance

Project: N/A

Partner/Supplier: Wholesale Sewer Customers

Location: N/A

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

N/A

Project summary statement:

This proposed ordinance will amend EMC 14.04.150 – Sewage disposal for areas outside the city.

The City of Everett provides wholesale sewage disposal to three wholesale customers: Alderwood Water & Wastewater District, Mukilteo Water and Wastewater District, and Silver Lake Water & Sewer District. This is done under a written contract with each district. These contracts are extremely complex and have up to 50-year terms. Negotiating these contracts can take years, as all parties will invest millions of dollars in infrastructure throughout the duration of the agreements.

The last round of contracts was executed in the early 1980's and have since expired with the exception of Silver Lake's in which a new contract was approved by City Council in 2015. This new Silver Lake contract will not expire until 2065.

Alderwood's contract expired in 2021, and a new contract should be brought to Council in 2025-26. Mukilteo's situation is similar to Alderwood's.

This proposed ordinance will amend the EMC to make clear that the City may continue to provide sewer disposal in the interim between contract expiration and the new contract approval. The ordinance provides that the Public Works Director may determine the rates and charges for this interim service, but in no case will those rates and charges be less than the rates and charges as calculated under the provisions of the expired contract. The ordinance also limits the interim period to five years.

Recommendation (exact action requested of Council):

Adopt an Ordinance regarding expired wholesale sewage disposal contracts, amending EMC 14.04.150.

ORDINANCE NO. _____

An ORDINANCE regarding expired wholesale sewage disposal contracts, amending EMC 14.04.150

WHEREAS,

- A. The City provides sewage disposal service to water and wastewater districts under long-term (usually 50-year) contracts. These contracts are complex and require extensive negotiation and staff work from both City and District staffs.
- B. A sewage disposal contract may expire before a replacement contract is prepared. The purpose of this ordinance is to recognize the longstanding practice that sewage disposal service may be continued after expiration until the replacement contract is prepared.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.150 is amended to add the underlined text below.

- A. Sewage disposal service may be provided through the Everett system for such areas outside and adjacent to the city as can, in the judgment of the mayor be feasibly served.
- B. Wholesale sewage disposal service shall be provided under contract or as otherwise provided in this subsection B, the terms of which will include, but are not limited to, the rates, regulations, and conditions as hereinafter provided:
 - 1. *Sewage Disposal Contract Limitation Outside the City.* Contracts for sewage disposal service to the city's system shall be limited to the county or any municipality or public body under whose jurisdiction local sewerage facilities may be constructed and operated.
 - 2. *Sewage Service Outside—Review by Mayor.* Prior to entering any contract, the mayor shall review the quality and quantity of the sewage to be accepted and shall determine that the city has the excess capacity to enable it to dispose of the sewage to be accepted.
 - 3. *Service Charge for Sewage Outside the City.* Monthly service charge for disposal of sewage to the city system shall be as provided by contract.
 - 4. *Trunk and Lateral Connections Outside the City.* All trunks, laterals or any special facilities required for acceptance and transportation of sewage which shall be

connected to the city sewerage system shall be subject to approval of the mayor, and any additions to an approved system so connected shall also be subject to the approval of the mayor. Municipalities desiring a contract for connection to the city sewerage system shall file with the sewer department, or the city engineer, drawings describing and locating all trunks, laterals and any special facilities associated to the system. Satisfactory provisions for maintenance shall be made and where necessary, the city shall have the right to perform maintenance operations on facilities outside the city at the cost of the contracting party. The city shall have the right of inspection of all facilities connected to the city sewage system.

5. *Connections Points for Trunks, Laterals or Special Facilities Outside City.* All connections to the trunks, laterals, or special facilities of the city sewerage system shall be at points designed by the city. Connection shall be under the supervision of the city and the cost thereof shall be borne by the party connecting to the city system which cost shall be in addition to other charges.

6. *Property Owner Outside City Subject to City Sewage Regulations.* Owners and/or tenants of all property connected to the sewerage system through or by any district, municipality or governmental unit contracting for such service, shall be subject to all rules and regulations governing sewage and sewage disposal within the city. Failure to abide by such rules and regulations shall be cause for cancellation of continued transmission and treatment service to the entire district, municipality, or governmental unit.

7. *Expired sewer contracts.* If a wholesale sewage disposal contract expires and a replacement contract for that wholesaler is not yet in effect, the city may for a period not longer than five years after expiration, continue to provide sewage disposal service to the wholesaler in accordance with the following: (i) the rates and charges to be paid by the wholesaler for such service shall be as determined by the Public Works Director by written notice(s) to the wholesaler, but in no case will be less than the rates and charges as calculated under the provisions of expired contract and (ii) all other terms and conditions of such service shall be deemed the same as provided in the expired contract, except as determined otherwise from time to time by the Public Works Director by written notice(s) to the wholesaler. By continuing to deliver sewage to the city after contract expiration, the wholesaler is deemed subject to this subsection.

C. Retail sewer service shall be subject to the following conditions:

1. *Sewage Service Outside City—Review by Mayor.* Prior to allowing any retail service outside the city, the mayor shall review the quality and quantity of the sewage to be accepted and shall determine that the city has the excess capacity to enable it to dispose of the sewage to be accepted.
2. *Service Charge for Sewage Outside City.* Monthly service charge for sewer service shall be as provided under the current sewer rate ordinances of the city, less surface water protection and enhancement, plus a fifty percent surcharge.

3. *Utility Service Agreement.* Properties located outside the city limits receiving water service from the city are deemed by the city as eligible to receive retail sewer service per the provisions of this chapter. Property owners requesting sewer service shall submit an agreement to be recorded on the property with the property records of Snohomish County in a form approved by the city attorney in which the owners and persons having an interest in the property agree to the following (unless otherwise authorized in writing by the city attorney): annexation of the property to the city; designation of the city's mayor or designee as attorney-in-fact to execute annexation documents; petition for and participation without protest in the formation of any local improvement district or utility local improvement district for sewer service; payment of connection fees and monthly charges established from time to time by the city; and agreement to abide by all city ordinances, rules, and regulations regarding sewer service.

4. *Connection Charge for Sewage Outside the City.* The connection charges for retail service areas outside the city limits shall be as provided in Section [14.08.135](#) (Special connection charges).

5. *Property Owner Outside City Subject to City Sewage Regulations.* Owners and/or tenants of all property connected to the city sewerage system shall be subject to all rules and regulations governing sewage and sewage disposal within the city. Failure to abide by such rules and regulations shall be cause for cancellation of service.

6. Areas outside the city shall not be eligible for benefits per Ordinance No. [1561-89](#), as amended.

7. Nothing in this section shall be construed to require the provision of sewer service outside of the city limits and the city's decision to extend such service shall remain a discretionary authority of the city.

Section 2. The following is provided for reference and may not be complete:

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 14.04.150	(Ord. 2366-99 § 1, 1999; prior code § 14.12.170)

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other

matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 6. 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: _____



City Council Agenda Item Cover Sheet

Project title:

An Ordinance Amending Ordinance No. 3916-22 entitled "Edgewater Park Renovation Project", Fund 354, Program 084, to Accumulate Design Costs for the Project

Council Bill #

CB 2504-24

Agenda dates requested:**Briefing**

1st Reading 04/09/2025

Proposed Action 04/16/2025

Consent

Action 04/23/2025

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance
Amendment No.1

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: Edgewater Park Renovation

Partner/Supplier: MxM Landscape Architecture

Location: 3802 Shore Ave., Everett, WA

Preceding action: Ordinance 3916-22

Fund: Fund 354, Program 084 (CIP 3)

Fiscal summary statement:

On December 14th, 2022, City Council adopted a funding Ordinance to partially fund the design of the proposed Edgewater Park Renovation Project in the amount of \$160,000. This proposed amendment will provide an additional \$240,000 for design, bid services, and construction support of the Edgewater Park Renovation Project. The funds will be appropriated to Fund 354, Program 084 (CIP 3). This will provide funding for all design services for the project through construction.

The City was awarded a 2020 RCO grant in the amount of \$224,841 to support completion of the sport court.

Project summary statement:

This project will renovate Edgewater Park after the construction of the Edgewater Bridge Replacement Project is completed. The project will develop new park amenities improving and enhancing opportunities for recreation in the Boulevard Bluffs neighborhood.

The renovations will include a new play area, sport court, park amenities, signage, and landscaping. The renovated park will also feature an ADA accessible walking path to connect all park elements. Improved accessibility is a priority for the redevelopment of the park.

Staff will come back to Council for approval to amend the funding Ordinance once we receive bids for Phase One construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 3916-22 entitled "Edgewater Park Renovation Project", fund 354, program 084, to accumulate design costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance 3916-22 entitled “Edgewater Park Renovation”, fund 354, program 084, to accumulate design costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes that many of the park amenities have reached the end of their useful life and require replacement and renovation.
- D.** The City Council recognizes Ordinance 3916-22, was established as Fund 354, Program 084 entitled “Edgewater Park Renovation” to accumulate the initial design work for the project.
- E.** The City Council recognizes the need for additional funding to continue the design.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 3916-22 which reads as follows:

The sum of \$160,000.00 is hereby appropriated to Fund 354, Program 084, “Edgewater Park Renovation” as follows:

A. Use of Funds	
<u>Initial Design</u>	<u>\$160,000.00</u>
Total	\$160,000.00
B. Source of Funds	
<u>CIP 3</u>	<u>\$160,000.00</u>
Total	\$160,000.00

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

The sum of \$400,000.00 is hereby appropriated to Fund 354, Program 084, “Edgewater Park Renovation” as follows:

- | | |
|--|------------------|
| A. Use of Funds | |
| Initial Design | \$160,000 |
| <u>Additional Design</u> | <u>\$240,000</u> |
| Total | \$400,000 |
| | |
| B. Source of Funds | |
| Recreation Conservation Office Grant | \$224,841 |
| <u>CIP3</u> | <u>\$175,159</u> |
| Total | \$400,000 |
| | |
| 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 2. 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 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Adopt a Resolution Waiving Public Bidding Requirements and Approving A Multiple Year Sole-Source Purchase Of Flock Safety® Drone as a First Responder and Drone Dock and Associated Services from Flock Safety

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/9/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Resolution
Sole Source Document
Flock Sole Source Letter

Department(s) involved:
Procurement & Police

Contact person:
Theresa Bauccio-Teschlog

Phone number:
425-257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Resolution waiving public bidding requirements

Partner/Supplier: Flock Safety

Preceding action: None

Fund: Various

Fiscal summary statement: The anticipated spend is zero for the first year for the first drone with radar, \$50,000 for a second drone for the first year (to allow for full city coverage) and approximately \$307,000 per drone with radar per year thereafter. This is the same cost shown in the product addendum approval also set for Council approval at this meeting.

Project summary statement:

The Flock Safety® Drone as a First Responder (DFR) and Flock Safety® Drone Dock Solution are designed to enhance police operations and investigations.

Flock Safety is the only authorized supplier that sells Flock Safety® Drone as a First Responder and Drone Dock, which seamlessly integrates with our current Flock Safety® Automatic License Plate Detection and Pan, Tilt, and Zoom Cameras onto FlockOS® ESRI-based map. Flock Safety® is the only provider to officially partner with AXON and directly integrate into Evidence.com.

Recommendation (exact action requested of Council):

Adopt a resolution waiving public bidding requirements and approving a multiple-year sole-source purchase of Flock Safety® Flock Safety® Drone as a First Responder and Drone Dock and associated services from Flock Safety for zero cost in the first year for the first drone (and \$50,000 for a second drone to allow for full city coverage), and approximately \$307,000 per year per drone with radar thereafter.



RESOLUTION NO. _____

A RESOLUTION waiving public bidding requirements and approving a multiple-year sole-source purchase, with the first year at no cost, of Flock Safety® Drone as a First Responder and Drone Dock and associated services from Flock Safety®

WHEREAS,

1. The City chose Flock Safety® Drone as a First Responder and Drone Dock and associated services for Everett Police Department operations and
2. Flock Safety is the sole manufacturer, developer, and distributor of the Flock Safety® Drone as a First Responder and Drone Dock and associated services and
3. As long as Flock Safety is the only authorized provider of the Flock Safety® Drone as a First Responder and Drone Dock and associated services, it is in the City's best interests to approve the sole source purchase for multiple years rather than on an annual basis.

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

There is clearly and legitimately only one source capable of supplying Flock Safety® Drone as a First Responder and Drone Dock, as well as associated services for Everett Police Department operations. The City hereby waives competitive bidding requirements and authorizes the purchase of the Flock Safety® Drone as a First Responder and Drone Dock and associated services from Flock Safety, which will extend for multiple years, at no cost in year one for the first drone with radar (and \$50,000 for a second drone for the first year to allow full city coverage), and approximately \$307,000 per year per drone with radar in the years thereafter.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2025.

Council President

PROCUREMENT

SOLE SOURCE JUSTIFICATION

Purchases Above \$10,000

A sole source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source.
- B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs.

All sole source purchases shall follow the City of Everett Standard Procurement Policy & Federal Emergency Contracting Section 9.4.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.

Proposed supplier name and address: Flock Safety

Estimated cost of goods or services:

\$307,000

Purchase Requisition #:

Cayenta Supplier #

Or attach Supplier's W-9 Form

This is a sole source purchase because (Check all that apply):

- ☒ **Licensed or patented** – supplier has a license or patent that makes them the sole provider.
- ☒ **One-of-a-kind** – there is no competitive alternatives available on the market.
- ☒ **Sole Distributor** – Supplier is the sole distributor for the region or municipality
- ☐ **Compatibility** – must match existing brand or equipment for compatibility.
- ☐ **Replacement part** – for a specific brand or existing equipment.
- ☐ **Warranty** – sole provider of factory authorized warranty service.
- ☐ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities
- ☐ **Other** - _____

- If the justification for sole source is "Standardization" then additional supporting documentation must be provided. See Brand Name or Standardization Justification Form.
- Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

Describe the proposed goods or services.

Flock Safety® Drone as a First Responder Solution (DFR) provides a rapid, automated area support platform to significantly enhance situational awareness and officer safety while working seamlessly with Flock Safety ALPR camera systems already in use by the Everett Police Department. Flock Safety will submit to the Federal Aviation Administration on behalf of the police department all documents needed to obtain a Certificate of Authorization to allow for a higher operational ceiling of 400 feet.

What are the specific necessary features that this supplier provides that are not available from other suppliers?

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® Drone as a First Responder and Flock Safety® Drone Dock. The Flock Safety® DFR Solution is a fully remote, fully automated drone platform using Aerodome technology and a *proprietary radar system using fully automated battery swapping technology that allows for nearly continuous flight*. Its use in support of police operations is designed to rapidly respond to high-priority calls, reducing response times and providing critical situational awareness. It does this by using all integrated interfaces, including Tyler Systems (New World) CAD,

	Flock Safety's ALPR, and gunshot detection systems. Flock Safety is also the only provider to officially partner with AXON to be natively and directly integrated into Evidence.com. Having a DFR program that fully integrates and interfaces with Axon, evidence.com is important because, without this integration, the Police Department would need to physically go to the roof, switch out SD cards, and download the footage. Downloading footage this way is incredibly inefficient and can take five or more hours per flight, with an officer physically sitting at the computer so the computer does not go to sleep and stop downloading. With the goal of having this program running 24/7, this would be an almost impossible task. With both systems integrated, this process takes place without the need for any human intervention.
Discuss how similar goods or services are <u>unable</u> to meet the required objective.	The Flock Safety® DFR Solution is fully integrated into Everett PD's current Flock Safety Falcon® Automated License Plate Recognition system and is an all-in-one platform that includes all hardware (drone payload), software, pilot, and FAA permitting and waiver acquisition.
Describe your efforts to identify other potential sources.	Procurement staff validated that Flock Safety® Drone as a First Responder Solution can only be purchased from Flock Safety®. Per the attached letter, Flock Safety is the sole manufacturer, developer, and distributor of the Flock Safety® Drone as a First Responder and Drone Dock and the sole provider of the comprehensive monitoring, processing, and machine vision services that integrate with it. This letter has been validated with an extensive internet search which did not locate any additional suppliers.
List any other facts supporting the use of a non-competitive process.	Flock Safety® software integrates with AXON's evidence program, allowing Everett officers to upload video evidence directly. The Everett Police Department currently uses this AXON software for digital and video evidence storage."
Is this a one-time procurement? <input type="checkbox"/> No* <input type="checkbox"/> Yes	*If an on-going sole source procurement is <u>required</u>, include or attach an estimate that shows total annualized expenditure for each year.
PRICE REASONABLENESS (Check all that apply and attach backup documentation)	
<p>I determined that the price is fair and reasonable because:</p> <p><input type="checkbox"/> I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price:</p> <p><input type="checkbox"/> I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <u>Attach relevant documentation.</u></p> <p><input type="checkbox"/> I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure, and did not discover significant inconsistencies that warrant additional pricing inquiry.</p> <p><input type="checkbox"/> Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.</p> <p><input type="checkbox"/> The price is set by law or regulations.</p> <p><input type="checkbox"/> Market research reveals that same or similar goods or services are available for a similar price.</p> <p><input type="checkbox"/> Other: _____</p> <p><input type="checkbox"/> Back-up documentation is attached.</p> <p><u>Explanation of above-checked justification:</u></p>	
<p>STATEMENT OF NEED AND CERTIFICATION:</p> <p>My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Everett. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.</p> <p>I hereby certify that, to the best of my knowledge and belief, this justification for sole source procurement is accurate and complete.</p>	

Signature (Requestor) _____	Date _____
Printed Name: _____	Title: _____
DEPARTMENT DIRECTOR	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature _____	Date _____
Printed Name: <u>John DeRousse</u>	
INFORMATION TECHNOLOGY – For any technology purchases, including software	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature _____	Date _____
PROCUREMENT MANAGER	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature _____	Date _____

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

9.1 SOLE SOURCE

Sole source procurements are governed by RCW 39.04.280(1)(a). Sole source procurements may be made directly from a sole source supplier without soliciting additional competition if there is clearly and legitimately only one source capable of supplying the commodity that result in only one source.

In the event the commodity is available from only one supplier, a Sole Source Justification Form must be completed and provided to the Procurement Manager.

When a single or annual proposed sole source purchase exceeds the Council authorization limit, the Purchasing Manager must seek the City Council's approval by resolution that only one source exists. The resolution will recite the factual basis for the exception from competitive procurement.

2024 Sole Source Letter for Flock Safety® Drones-as-a-First Responder Solution (“DRF”)

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® Drone-as-a First Responder and the Flock Safety® Drone Dock.

The Flock Safety® Drone-as-a First Responder and the Flock Safety® Drone Dock are the only Law Enforcement Grade drone-as-a-first response and docking devices to offer the following combination of proprietary features:

- A fully remote, fully automated, multi-station, multi-drone, DRF platform capable of providing air support.
- Improves safety by enabling a tele-operator to deploy a strategically positioned drone that can travel and arrive anywhere in the operational area within three (3) minutes.
- Video live feed enables quick observation to a wide variety of issues and provides enhanced situational awareness for case clearance.
- Designed to arrive on scene before patrol resources, which allows for a rapid response to high priority calls for service rendering it one of the most effective de-escalation tools.
- All flight details are logged and any pictures/recordings during the flight can be viewed and downloaded for proper chain of evidence procedures.
- Autonomous return and landing to Flock Safety® Drone IP55-rated docking station, which can withstand heat up to 120°F and cold down to -5°F, as well as heavy rainfall and snow.
- Best-in-class 1880p video range and connectivity to ensure safe operations anywhere in a 3.5 NM radius from each station.
- Offers live and recorded video solution, including hardware, ongoing maintenance, and a cloud-based video management system, which allows officers to remotely view instant replay of downloadable live on-scene video.
- Fifty-five (55) minute maximum flight time, 400 ft maximum ceiling, a fifty-three (53) MPH maximum horizontal speed, 400X Blended optical zoom, a 640 x 512 radiometric thermal camera allowing for 32X thermal zoom, a 1.86 mile laser rangefinder, and night vision.
- Use data from all integrated interfaces, including CAD, gunshot detection systems, and Automated License Plate Recognition (“ALPR”) systems.
- An all-in-one solution that includes all hardware (drone, payload), software, pilot, and permitting/waiver support.
- Performance monitoring software to predict potential failures and critical or minor issues.
- Enables the use of the existing Real Time Crime Center (“RTCC”) team with no additional staffing.
- Ability to enhance situational awareness capacity by layering the Flock Safety® Drone feed onto the FlockOS® ESRI-based map and the FlockOS platform, The Flock Safety® Public safety platform that unifies first and third-party data across LPR, video, and audio to deliver real-time intelligence.
- Flight logs are automatically updated in the system, ensuring transparency by providing accessible, redacted flight data for community members.
- Success metrics of the DFR program are displayed in real time on a public dashboard, illustrating its positive community impact through quantifiable results.
- **Partnerships**
 - Flock Safety® is the only provider to officially partner with AXON to be natively and directly integrated into Evidence.com.

flock safety

- Flock Safety® is the only provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon® cameras.
- Access to additional cameras and other hardware purchased by Flock's customers and partners means an ever-increasing amount of hardware usage and data at no additional cost.

Thank you,

Garrett Langley CEO, Flock Safety®



Project title: Award and Authorize the Mayor to Sign A Product Addendum With Flock Safety For Flock Safety® Drone as a First Responder and Drone Dock and Associated Services

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/9/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Flock Master Services Agreement

Department(s) involved:
Police & Procurement

Contact person:
Chief John DeRousse

Phone number:
425-754-6709

Email:
jderousse@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Flock Safety For Flock Safety® Drone as a First Responder and Drone Dock and Associated Services Agreement

Partner/Supplier: Flock Safety

Preceding action: None

Fund: Various

Fiscal summary statement:

Flock Safety products support police operations and investigations. Approval of the product addendum will allow the Police Department to adopt technology that will increase its efficiency and safety, put officers in areas where criminal activity is occurring, and solve more crimes.

The anticipated spend is zero for the first year for the first drone with radar, \$50,000 for a second drone for the first year (to allow for full city coverage) and approximately \$307,000 per drone with radar per year thereafter.

Project summary statement:

The Flock Safety® Drone as a First Responder (DFR) and Flock Safety® Drone Dock Solution are designed to enhance police operations and investigations. This fully remote DFR platform delivers rapid aerial support, arriving on the scene before patrol resources to facilitate faster responses to high-priority calls. The system helps de-escalate incidents before officers arrive by providing real-time situational awareness, improving public and law enforcement safety. With pilots gaining visual oversight within approximately three minutes, the chances of a safe resolution and timely apprehension are significantly increased.

Flock Safety is the only authorized supplier that sells Flock Safety® Drone as a First Responder and Drone Dock, which seamlessly integrates with our current Flock Safety® Automatic License Plate Detection and Pan, Tilt, and Zoom Cameras onto FlockOS® ESRI-based map. Flock Safety® is the only provider to officially partner with AXON and directly integrate into Evidence.com.

Under this product addendum, the police department will deploy a Flock Safety drone(s) and dock at a location(s) within the city where it will be most effective based on data from feasibility studies. Once installed, the Police Department anticipates the availability of 24/7 deployment of the drone based on established guidelines and policies.

Recommendation (exact action requested of Council):

Award and authorize the Mayor to sign a product addendum with Flock Safety for flock safety® drone as a first responder, drone dock, and associated devices for zero cost in the first year for the first drone (and \$50,000 for a second drone to allow full city coverage), and approximately \$307,000 per year per drone with radar thereafter in substantially the form provided.

Flock Safety + WA - Everett PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Garret Thomson
garret.thomson@flocksafety.com
3603207063

flock safety



EXHIBIT A-1
ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	City of Everett Police Department	Initial Term:	24 Months
Legal Entity Name:	City of Everett, a Washington municipal corporation	Renewal Term:	12 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	3002 Wetmore Ave Everett, Washington 98201	Billing Frequency:	Annual - First Year at Opt-Out.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$457,133.00
Flock Safety Drone Hardware and Services			
Flock Safety DFR 2.0 - 400ft	Included	1	Included
Flock Safety DFR 2.0 - 400ft	Included	1	Included
Flock Safety DFR 2.0 - 200ft	Included	1	Included
Flock Safety DFR 2.0 - 200ft	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$50,000.00
Annual Recurring Subtotal:	\$457,133.00
Discounts:	\$407,133.00
Estimated Tax:	\$50,206.17
Contract Total:	\$507,133.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Order Form will automatically renew for successive renewal terms of the greater of one year or the length set forth on this Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware under this Order Form shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self- installation shall commence upon execution of this Order Form. In the event a Customer purchases more than one type of Flock

Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of this Order Form .

Opt Out Period - Customer will have a 365 day opt-out period (“Opt-Out Period”) after Effective Date to terminate this Agreement, (DFR Flock Safety DFR 2.0) without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, except as provided herein, and Customer will pay any invoice(s) for the remainder of the Term within Net 30 days from the date of invoice.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$50,000.00
Annual Recurring after Year 1	\$457,133.00
Contract Total (Months 1-24)	\$507,133.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety DFR 2.0 - 400ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, and radar unit. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support as described in the attached Addendum and the attached Schedule A.
Flock Safety DFR 2.0 - 200ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, 200ft ceiling with ADS-B. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support as described in the attached Addendum and the attached Schedule A

FlockOS Features & Description

FlockOS Features	Description
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PRODUCT ADDENDUM

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the parties’ Master Services Agreement. Flock maintains ownership of all the Flock Hardware. Each year Flock will provide customer sufficient batteries to maintain constant useability of the Flock Hardware under normal operating conditions. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”), which is already included in the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form contains all-inclusive pricing for the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below. The training described below is fully included in the pricing contained in the Order Form.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions the parties’ Master Services Agreement dated June 6, 2024.

The Parties have executed this ORDER FORM A-1 as of the dates set forth below.

FLOCK GROUP, INC.

**Customer: City of Everett, a Washington
municipal corporation**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Project title: An Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4055-24

Council Bill # *interoffice use*

CB 2503-22

Agenda dates requested:

Briefing 3/26/25

Proposed action 4/02/25

Consent

Action 4/09/25

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

☒ Yes ☐ No

PowerPoint presentation:

☒ Yes ☐ No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project:

Partner/Supplier:

Location:

Preceding action: Ordinance [4055-24](#)

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2025 Operating Budget, increasing General Government budgeted expenditures by \$1,457,571 and increasing Non-General Government budgeted expenditures by \$37,663,497, for a total of \$39,121,068.

Project summary statement:

This budget amendment revises the 2025 original budget adopted on December 4, 2024. It proposes to carry forward spending authority for projects and expenditures not completed in 2024 and to appropriate new funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4055-24.

ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4055-24.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2025 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4055-24 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2025 Budget with a total increased expenditure appropriation of \$39,121,068.

	<u>Beginning Fund balance and 2025 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2025 Original Adopted Budget	\$ 944,422,185	\$ 644,124,861	\$ 300,297,324
Budget Amendment #1	36,645,235	39,121,068	(2,475,833)
2025 Amended Budget	<u>\$ 981,067,420</u>	<u>\$ 683,245,929</u>	<u>\$ 297,821,491</u>

Section 2. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
GGR-1	Police	Special Operations Group Ammunition	031R	19,980	
GGR-1	General Fund	Special Operations Group Ammunition	002R	19,980	

In 2024, the Everett Police Department issued a purchase order to Curtis Blue Line for the procurement of ammunition for the Special Operations Group (SOG). However, due to market conditions and supply chain delays, the order was not received in 2024 as expected. The Police Department now anticipates receiving the ammunition in the first half of 2025. This reappropriation request seeks to carry forward \$19,980 to cover the payment upon receipt of the order.

Increase M&O expenditures - Police	031	5320000310	19,980	
Increase beginning fund balance - General Fund	002	3080000000		19,980

	Department	Code	Rev	Exp	FB
GGR-2	Police	Police Recruitment Videos	031R	5,000	
GGR-2	General Fund	Police Recruitment Videos	002R	5,000	

In 2024, the Everett Police Department entered into a Professional Services Agreement (PSA) with Lightform Film for the development of three (3) police recruiting videos to support additional hiring campaign efforts. This reappropriation will carry forward the \$5,000 unspent in 2024 into the 2025 expenditure budget for payment upon receipt of the videos, as outlined in the PSA.

Increase M&O expenditures - Police	031	5320000410	5,000	
Increase beginning fund balance - General Fund	002	3080000000		5,000

	Department	Code	Rev	Exp	FB
GGR-3	Legal	Legal Contracted Services	003R	4,570	
GGR-3	General Fund	Legal Contracted Services	002R	4,570	

The Legal Department reappropriated \$4,570 to its 2024 budget for a claims management software upgrade and a new report writing platform. However, none of the allocated \$4,570 was spent in 2024. This reappropriation will carry forward the unspent funds into the 2025 expenditure budget to complete the services related to the new report writing platform.

Increase M&O expenditures - Legal	003	5100000410	4,570	
Increase beginning fund balance - General Fund	002	3080000000		4,570

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-4	Municipal Arts	Municipal Arts Grants and Events Support	112R	68,434	68,434	

This reappropriation proposes to carry forward \$68,434 from the Municipal Arts 2024 budget. These funds were originally allocated for various programs and events. Due to factors such as surplus revenue from successful staff fundraising and sales efforts, project delays, logistical challenges, and external circumstances, there are unspent balances across multiple programs and events in 2024. The rollover of these funds is essential to ensure the intended initiatives can be completed effectively and that the allocated resources are utilized optimally. The funds will be allocated as follows:

--\$42,879 for Visual Art Projects currently in progress, including art maintenance, utility box wraps, and downtown crosswalk murals.
 --\$15,555 for 2024 grant-supported projects that have not yet been completed.
 --\$10,000 for miscellaneous events and projects such as Sorticulture, Wintertide, and the Creative District.

Increase beginning fund balance - Municipal Arts	112	3080000100		68,434
Increase M&O expenditures - Municipal Arts	112	5102201494	42,879	
Increase M&O expenditures - Municipal Arts	112	5102202410	15,555	
Increase M&O expenditures - Municipal Arts	112	5103307494	10,000	

	Department		Code	Rev	Exp	FB
GGR-5	Library	Library Purchases	110R	19,965	19,965	

This reappropriation will carry forward unspent funds from the Library's 2024 budget to the 2025 expenditure budget for items and services ordered in 2024 but not paid until 2025. The funds will be allocated as follows:

--\$17,498 for furniture purchase
 --\$1,125 for Envisionware
 --\$1,342 for interpretation services

Increase beginning fund balance - Library	110	3080000000		19,965
Increase small tools/equipment expenditures - Library	110	5500000350	17,498	
Increase small tools/equipment expenditures - Library	110	5600000350	1,125	
Increase professional service expenditures - Library	110	5100000410	1,342	

	Department		Code	Rev	Exp	FB
GGR-6	Street Improvements	Overlay and Street Projects	119R	499,239	499,239	

This reappropriation proposes to carry forward the remaining Street Improvement funds into the 2025 budget for upcoming street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and car tab fees. These funds are used for various initiatives, including arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.

Increase beginning fund balance - Street Improvement Fund	119	3080000000		499,239
Increase M&O expenditures - Street Improvement Fund	119	5524000953650	499,239	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
GGR-7	General Fund	002R	46,231		
GGR-7	CPED	021R		27,095	
GGR-7	Non-Departmental	009R		19,136	

This reappropriation proposes to carry forward unspent 2024 Human Needs grant award funds into the 2025 allocation. A total of \$19,136 will be allocated under professional services for subrecipient agreements, as outlined in Resolution 8129. Additionally, \$27,095 will be used by Community Support staff for miscellaneous expenses related to Client Basic Needs, also in accordance with Resolution 8129.

Increase beginning fund balance - General Fund	002	3080000000		46,231
Increase miscellaneous expenses - CPED	021	5027000494	27,095	
Increase professional services - Non-Departmental	009	5000199410	19,136	

	Department	Code	Rev	Exp	FB
GGR-8	General Fund	002R	47,896		
GGR-8	Non-Departmental	009R		47,896	

This reappropriation proposes to carry forward unspent 2024 street-level issues flex funds into 2025 to cover a pending 2024 purchase order for fencing installation and other professional service expenditures.

Increase beginning fund balance - General Fund	002	3080000000		47,896
Increase professional service expenditures - Non-Departmental	009	5000900410	47,896	

	Department	Code	Rev	Exp	FB
GGR-9	Non-Departmental	009R		34,969	
GGR-9	General Fund	002R	34,969		

The City owns and maintains 10 fueling sites of varying ages and conditions, including Fire Stations 1 through 6, the Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an external expert to evaluate all 10 fueling sites. The resulting report outlined the estimated upgrades, repairs, and refurbishments needed to bring each site back to good material condition. This reappropriation proposes to carry forward \$34,969 for the General Government's share of costs to upgrade and refurbish these fueling sites and to upgrade the fueling data management system. (See also NGR-5)

Increase M&O expenditures - Non-Departmental	009	5000501550	34,969	
Increase beginning fund balance - General Fund	002	3080000000		34,969

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-1	General Fund	Workforce Adjustments	002A	296,602		
GGA-1	Non-Departmental	Workforce Adjustments	009A			(235,550)
GGA-1	Finance	Workforce Adjustments	010A		110,121	
GGA-1	Police	Workforce Adjustments	031A		251,458	
GGA-1	Fire	Workforce Adjustments	032A		(138,221)	
GGA-1	Municipal Court	Workforce Adjustments	005A		289,623	
GGA-1	Engineering & Public Services	Workforce Adjustments	024A		19,171	

This amendment proposes an increase in labor expenditures to fund necessary staffing additions, including:

--1.0 FTE Court Commissioner in the Municipal Court due to the implementation of Photo Enforcement cameras. Labor costs will be funded through a 50% allocation from the general fund and 50% from photo enforcement revenue (Criminal Justice Fund). (See also NGA-3)
 --1.0 FTE Building Inspector to address backlogs in the permitting department. This position is necessary due to an extended leave of absence within the current inspector staff. Labor costs will be fully supported by development and construction permit fees (Fund 130). (See also NGA-2)
 --Interim support in the Clerk's Office and Legal Department due to extended leave of absence and planned retirement. This support will assist with Clerk duties and the indigent defense program.
 --Reinstatement of 2.0 FTE Parking Enforcement Officers who did not participate in the Voluntary Separation Incentive Program, as was initially assumed in the budget. Reductions in other departments will offset these costs, including M&O reductions in the Fire Department, which will not impact fire or medical support to the community. Additionally, a vacant position has been identified in Public Works to help offset these expenses.

Increase transfers in revenues - General Fund	002	3970000130		151,791
Increase transfers in revenues - General Fund	002	397XXX156		144,811
Decrease ending fund balance - Non-Departmental	009	5984900000		235,550
Increase labor expenditures - Municipal Court	005	5010000110	198,372	
Increase labor expenditures - Municipal Court	005	5010000210	91,251	
Increase labor expenditures - Engineering and Public Services	024	5831060242110	108,960	
Increase labor expenditures - Engineering and Public Services	024	5831060242210	42,831	
Increase labor expenditures - Police	031	5720000110	153,662	
Increase labor expenditures - Police	031	5720000210	97,796	
Increase labor expenditures - Finance	010	5110000110/210	110,121	
Decrease labor expenditures - Fire	032	5101500180		41,645
Decrease labor expenditures - Fire	032	5101500210		5,289
Decrease labor expenditures - Fire	032	5300000180		20,000
Decrease labor expenditures - Fire	032	5300000210		2,540
Decrease labor expenditures - Fire	032	5350000180		45,000
Decrease labor expenditures - Fire	032	5350000210		5,715
Decrease labor expenditures - Fire	032	5457500180		16,000
Decrease labor expenditures - Fire	032	5457500210		2,032
Decrease labor expenditures - Engineering and Public Services	024	5115020322110		82,693
Decrease labor expenditures - Engineering and Public Services	024	5115020322210		49,927

	Department		Code	Rev	Exp	FB
GGA-2	Police	2025 Boating FFA Grant	031A		24,384	
GGA-2	General Fund	2025 Boating FFA Grant	002A	24,384		

In November 2024, the Washington State Parks and Recreation Commission, Boating Program awarded the Everett Police Department \$24,384 in grant funds. These funds are designated to supplement overtime expenses related to enhancing boating safety and education services in the state. The program's goal is to reduce the number and severity of recreational boating accidents and ensure a safe and enjoyable boating environment for all users. The 2025 Federal Financial Boating grant program activities will run from January 1, 2025, to December 31, 2025.

Increase labor expenditures - Police	031	5220000120	24,384	
Increase grant revenues - General Fund	002	3336702400		24,384

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
GGA-3	Police	2025 STOP Violence Against Women Grant	031A	15,000	
GGA-3	General Fund	2025 STOP Violence Against Women Grant	002A	15,000	
<p>In January 2025, the Everett Police Department was awarded \$15,000 from the Department of Commerce for the FY2024 STOP Violence Against Women grant. These funds will be used for the management and training of county-wide law enforcement personnel, equipping them with additional knowledge, tools, and opportunities for collaboration with Domestic Violence Services, Providence Sexual Assault, and the Snohomish County Prosecutor's Office. The goal is to improve the community's response to violence against women. The grant award period runs from January 1, 2025, through December 31, 2025.</p>					
Increase M&O expenditures - Police			031	5920000520	15,000
Increase grant revenues - General Fund			002	3331657001	15,000

	Department	Code	Rev	Exp	FB
GGA-4	Non-Departmental	2025 Salmon Recovery State Grant	009A		75,000
GGA-4	General Fund	2025 Salmon Recovery State Grant	002A	75,000	
<p>In 2025, the City of Everett was awarded a \$250,000 salmon recovery planning grant from the Washington State Department of Commerce to coordinate and integrate salmon recovery plan goals with the Everett Municipal Code. Of this, \$75,000 will be allocated in 2025 to offset staff labor expenses for reviewing and updating the City's policies, regulations, mitigation framework, and administrative procedures. These updates will focus on protecting and restoring the functions and values of streams and wetlands, with a particular emphasis on salmon recovery. An additional \$175,000 will be available in 2026-2027, contingent on state legislative appropriation.</p>					
Increase ending fund balance - Non-Departmental			009	5984900000	75,000
Increase grant revenues - General Fund			002	3340420014	75,000

	Department	Code	Rev	Exp	FB
GGA-5	Emergency Management	Emergency Preparedness Performance Grant	030A	13,651	
GGA-5	Non-Departmental	Emergency Preparedness Performance Grant	009A		39,960
GGA-5	General Fund	Emergency Preparedness Performance Grant	002A	53,611	
<p>Emergency Management has received an Emergency Management Performance Grant (EMPG) award from the Washington State Military Department totaling \$53,611. This grant will fund a portion of one Administrative Coordinator's labor costs, the Alertsense-Konexus notification system, annual cost for the department's Ricoh printer, and other supplies.</p>					
Increase ending fund balance - Non-Departmental			009	5984900000	39,960
Increase supplies expenditures - Emergency Management			030	5100000310	2,151
Increase professional services expenditures - Emergency Management			030	5100000410	11,500
Increase grant revenues - General Fund			002	3339704312	53,611

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-6	CPED	Coordinating Low-Income Housing Planning Grant	021A		10,000	
GGA-6	Non-Departmental	Coordinating Low-Income Housing Planning Grant	009A			39,999
GGA-6	General Fund	Coordinating Low-Income Housing Planning Grant	002A	49,999		

The Planning Department has received a Coordinating Low-Income Housing Planning (CLIHP) Grant from the Washington State Department of Commerce. The grant-funded work program will focus on developing a Strategic Action Plan for housing targeted at households with 0-50% area median income, including permanent supportive housing. The deliverables for this project include baseline and needs analysis documents, policy recommendations and funding strategy documents, a stakeholder engagement report, implementation and monitoring protocol documents, and the final action plan. Expenses will be limited to existing staff time and limited professional services with a community partner to meet the deliverables of the grant.

Increase ending fund balance - Non-Departmental	009	5984900000	39,999	
Increase professional services expenditures - CPED	021	5010000410	10,000	
Increase grant revenues - General Fund	002	3340420012		49,999

	Department		Code	Rev	Exp	FB
GGA-7	Engineering & Public Services	Traffic Management Center Video Wall	024A		116,100	
GGA-7	Non-Departmental	Traffic Management Center Video Wall	009A			(116,100)

The Traffic Management Center (TMC) is the hub for monitoring traffic in Everett, with over 40 cameras, live feeds from WSDOT, and remote signal control for the city's 178 traffic signals. As part of the Public Works Department's move to the Everett Municipal Building (EMB), the TMC will be relocated from the second floor of the Public Works building to the fourth floor of the EMB. This requires replacing outdated video wall components, central management software, and servers to maintain operations. This amendment Engineering and Public Services' maintenance and operations (M&O) budget to cover relocation and upgrade costs, ensuring the TMC continues its critical role in traffic management and emergency response.

Increase capital expenditures - Engineering and Public Services	024	5115021320640	116,100	
Decrease ending fund balance - Non-Departmental	009	5980000490		116,100

	Department		Code	Rev	Exp	FB
NGR-1	CIP-1	CIP-1 General Gov't Capital Projects	162R	15,515,266	15,515,266	

This reappropriation proposes to carry forward funds for capital projects originally approved by Council, but were not completed by December 31, 2024:

\$ 57,000 South Precinct Controls and HVAC Upgrades - Ordinance 4024-24
 \$ 40,000 Everett Performing Art Center Masonry Seal & Paint - Ordinance 3948-23
 \$ 15,058,266 EMB Tenant Improvement Project - Ordinance 4008-24
 \$ 360,000 Main Library HVAC Renovation - Ordinance 4023-24

Increase beginning fund balance - CIP-1	162	3080050000		15,515,266
Increase M&O expenditures - CIP-1	162	5500000550	15,515,266	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGR-2	CIP-3	CIP-3 Parks Projects	154R	1,626,000	1,626,000

This reappropriation proposes to carry forward funds for capital projects approved by Council, but were not completed by December 31, 2024:

\$ 250,000 Lowell Riverfront Trail - Ordinance 3899-22
 \$ 30,000 Edgewater Park Renovation - Ordinance 3916-22
 \$ 35,000 Wiggums Hollow Park Playground - Ordinance 3951-23
 \$ 60,000 Multiple Parks Restroom Renovation - Ordinance 4068-25
 \$ 35,000 Walter E. Hall Community Amenities - Ordinance 3971-23
 \$ 350,000 Walter E. Hall Access Trail - Ordinance 4010-24
 \$ 70,000 Loganberry Lane Wayfinding and Trail - Ordinance 3987-23
 \$ 100,000 Forest Park Pickleball Court - Ordinance 4003-24
 \$ 86,000 Kiwanis Playground Replacement - Ordinance 4004-24
 \$ 150,000 Jackson Park Lighting - Ordinance 4018-24
 \$ 30,000 T.A. Sullivan Dock Repair - Ordinance 4019-24
 \$ 100,000 T.A. Sullivan Disc Golf - Ordinance 4020-24
 \$ 330,000 Clark Park Off Leash Dog Area - Ordinance 4032-24

Increase beginning fund balance - CIP-3	154	3080000000		1,626,000
Increase M&O expenditures - CIP-3	154	5354010550	1,626,000	

	Department	Code	Rev	Exp	FB
NGR-3	CIP-4	CIP-4 General Gov't Capital Projects	162R	350,000	350,000

This reappropriation proposes to carry forward funds for capital projects originally approved by Council, but were not completed by December 31, 2024:

--Design costs for Eclipse Mill Park Project and Riverfront Trail Improvement per Ordinance 3986-23

Increase beginning fund balance - CIP-4	162	3080062000		350,000
Increase M&O expenditures - CIP-4	162	5625200550	350,000	

	Department	Code	Rev	Exp	FB
NGR-4	Vehicle and Equipment Repl.	Vehicle Replacements	126R	3,788,525	3,788,525

This reappropriation proposes to carry forward funds for vehicles scheduled for replacement in 2024, but not received by December 31, 2024. See also NGA-6.

--Engineering and Public Services -- Replace vehicles J0087 and V0113
 --Police - Various vehicle replacements
 --Fire - Replace vehicles J0059, J0064, and J0069
 --Parks and Community Services - Replace vehicle J0036
 --Streets - Replace vehicles N0011 and N0017

Increase beginning fund balance - MVD	126	3080000000		3,788,525
Increase vehicle expenditures - Engineering and Public Services	126	5200024640	111,846	
Increase vehicle expenditures - Police	126	5200031640	88,142	
Increase vehicle expenditures - Fire	126	5200032640	3,528,301	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	35,236	
Increase vehicle expenditures - Streets	126	5200120640	25,000	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-5	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	501R	219,831	219,831	

The City owns and maintains 10 fueling sites of varying ages and conditions - Fire Stations 1 through 6, Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an outside expert to conduct a site evaluation of all 10 fueling sites. This generated a report with estimated upgrades, repairs, and refurbishments each site would require to be brought back to good material condition. This reappropriation proposes to carry forward \$219,831 for the Non-General Government's share of costs to upgrade and refurbish fueling sites and upgrade the fueling data management system. See also GGR-9.

Increase M&O expenditures - Motor Vehicle	501	5500600650	219,831	
Increase transfers in - Motor Vehicle from Non-Departmental	501	3970006009		34,969
Increase transfers in - Motor Vehicle from EMS	501	3970006153		1,060
Increase transfers in - Motor Vehicle from CHIP	501	3970006197		3
Increase transfers in - Motor Vehicle from CDBG	501	3970006198		3
Increase transfers in - Motor Vehicle from Utilities	501	3970006401		34,812
Increase transfers in - Motor Vehicle from Transit	501	3970006425		79,306
Increase transfers in - Motor Vehicle from Golf	501	3970006440		7
Increase transfers in - Motor Vehicle from Telecommunications	501	3970006507		58
Increase beginning fund balance - Motor Vehicle	501	3080006000		69,613

	Department		Code	Rev	Exp	FB
NGR-6	IT Reserve	IT Projects	505R	566,994	566,994	

This reappropriation proposes to carry forward \$566,994 of the Information Technology Reserve budget to complete the following IT projects:

--Serverless printing
 --Court digital transformation
 --Cayenta upgrade
 --Fuel infrastructure upgrades
 --Courts of Limited Jurisdiction Case Management System Upgrade
 --Laptop purchase for PC replacement

Increase beginning fund balance - Information Technology Reserve Fund - Special Projects	505	3080040000		455,526
Increase beginning fund balance - Information Technology Reserve Fund - PC Replacement	505	3080010000		111,468
Increase M&O expenditures - Information Technology Reserve Fund	505	5140214492	30,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140215350	50,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140213410	189,526	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212410	35,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212492	20,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212640	59,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140216350	60,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140216410	12,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5110000350	111,468	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGR-7	Cumulative Reserve for Library	152R	7,500	7,500	

This reappropriation proposes to carry forward the \$7,500 donation the library received and did not spend in December 2024, increasing the 2025 expenditure budget accordingly.

Increase beginning fund balance - Cumulative Reserve for Library Fund	152	3080000000		7,500
Increase M&O expenditures - Cumulative Reserve for Library Fund	152	5710000350	7,500	

	Department	Code	Rev	Exp	FB
NGR-8	General Gov't Special Projects	155R	129,318	129,318	

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program. This program is a component of the Emergency Mobile Opioid Team in Everett (EMOTE) program. The grant funds will support a portion of labor cost for the Program Manager (\$50,000) and establish a subrecipient relationship with a community partner for the delivery of services to reduce health disparities and to improve health outcomes among the unhoused population (\$450,000). The period of performance for the grant is 7/1/24 - 6/30/25. Funds will be spent in 2024 and 2025 - \$250,000 each year. This reappropriation will carry forward the unspent in 2024 to the 2025 expenditure budget.

Increase beginning fund balance - General Government Special Projects	155	3080000420		129,318
Increase M&O expenditures - General Government Special Projects	155	5420000410	129,318	

	Department	Code	Rev	Exp	FB
NGR-9	General Gov't Special Projects	155R	470,087	470,087	

The City accepted a \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement from Snohomish County. The purpose of this Agreement is to establish a housing facility within the City of Everett to provide short term dwelling for persons who are unhoused, along with coordination and access to substance use and mental health treatment and services. The period of performance for the agreement is from 10/24/24 - 12/31/26. This reappropriation will carry forward the \$470,087 unspent in 2024 to the 2025 expenditure budget to cover the associated costs paid in 2025.

Increase beginning fund balance - General Government Special Projects	155	3080000410		470,087
Increase M&O expenditures - General Government Special Projects	155	5410000410	470,087	

	Department	Code	Rev	Exp	FB
NGR-10	General Gov't Special Projects	155R	16,520	16,520	

The City established two rounds of small business grants to support recovery from the COVID-19 pandemic. There was a total of \$16,520 remaining in Everett Forward Grant Round 1 as of December 31, 2024. This reappropriation proposes to carry forward the unspent funds to complete the programs in 2025.

Increase beginning fund balance - Gen Gov't Special Projects	155	3080000310		16,520
Increase Everett Forward Grant 1 expenditures - Gen Gov't Special Projects	155	5312901412	16,520	

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-11	General Gov't Special Projects	Local COVID Recovery Program	155R	11,277,788	10,777,482	500,306

The City established the COVID Relief Program in 2023. The source of funding was resources made available in the General Fund by using ARPA funding to pay a portion of the 2023 Police and Fire labor costs. The programs submitted for reappropriation (below) were approved by Council Resolution or supplier contracts.

Increase beginning fund balance - COVID Relief Program	155	3080000325		11,277,788
Increase ending fund balance - COVID Relief Program	155	5983250999	500,306	
Prg 110 Pallet Shelters	155	5325110410	2,044,606	
Prg 120 Clean Everett	155	5325120410	514,447	
Prg 130 CHART 2.0	155	5325130410	773,355	
Prg 150 Daytime Svcs Access	155	5325150410	2,000,000	
Prg 160 MHP Fire/Library	155	5325160550	686,893	
Prg 180 Bridge Design	155	5325180410	49,539	
Prg 190 Property Room Relocation	155	5325190550	200,000	
Prg 200 Fire Training Facility	155	5325200550	50,000	
Prg 220 Tree Planting/Urban Forester	155	5325220410	300,000	
Prg 230 Digital Permit Accelerator	155	5325230550	68,670	
Prg 240 South Everett Business & Economic Development	155	5325240410	137,477	
Prg 300 City Council Allocations	155	multiple	963,362	
Prg 310 Grant Admin Support	155	5325310550	171,249	
Prg 320 Council of Neighborhoods	155	5325320410	100,000	
Prg 330 Housing Hope Childcare	155	5325330410	1,000,000	
Prg 340 Everett Early Learning	155	5325340410	117,884	
Prg 350 Compass Health	155	5325350410	1,000,000	
Prg 360 Chamber of Commerce	155	5325360550	600,000	

	Department		Code	Rev	Exp	FB
NGA-1	Water & Sewer Utility	Workforce Adjustments	401A		242,746	(242,746)

This amendment proposes to increase labor expenditures to fund needed staffing additions, including:

--1.0 FTE Water Quality Analyst to support the additional requirements that have been imposed from the Nutrients General Permit and the recently issued Individual NPDES permit for the WPCF.

--1.0 FTE Industrial Waste Inspector to support the additional requirements that imposed from the recently issued NPDES Permit by the Department of Ecology.

Increase labor expenditures - Water & Sewer Utility Fund	401	5200111646110	86,760	
Increase labor expenditures - Water & Sewer Utility Fund	401	5200111646210	35,520	
Increase labor expenditures - Water & Sewer Utility Fund	401	5200113647110	86,760	
Increase labor expenditures - Water & Sewer Utility Fund	401	5200113647210	33,706	
Decrease ending fund balance - Water & Sewer Utility Fund	401	5999000508490		242,746

	Department		Code	Rev	Exp	FB
NGA-2	Dev/Const Permits	Funding for 1.0 FTE Building Inspector	130A		151,791	(151,791)

This amendment proposes to fund 1.0 FTE Building Inspector in Engineering and Public Services department 024. Labor costs will be supported by development and construction permit fees (See also GGA-1).

Decrease ending fund balance - Development and Construction Permit Fees Fund	130	5980000999		151,791
Increase M&O expenditures - Development and Construction Permit Fees Fund	130	597XXX024		

**2025
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-3	Criminal Justice	Funding for 1.0 FTE Municipal Court Commissioner	156A		144,811	(144,811)

This amendment proposes to fund 50% of the labor cost for an additional 1.0 FTE Municipal Court Commissioner. The remaining 50% of the cost will be funded by the General Fund. This additional Municipal Court Commissioner is needed due to the implementation of the Automated Traffic Safety Camera Program (See also GGA-1).

Decrease ending fund balance - Criminal Justice Fund	156	5980410999		144,811
Increase M&O expenditures - Criminal Justice Fund	156	5000410550	144,811	

	Department		Code	Rev	Exp	FB
NGA-4	Cumulative Reserve for Library	Library Reserve Donation	152A	98,743	98,743	

The Library received a \$98,743 bequest in 2025. This amendment increases the department's expenditure budget to utilize the revenue.

Increase donation revenue - Library	152	3670000071		98,743
Increase M&O expenditures - Library	152	5710000350	98,743	

	Department		Code	Rev	Exp	FB
NGA-5	Vehicle and Equipment Repl.	Vehicle and Equipment Replacements	126A		982,114	(982,114)

This amendment proposes to increase the Motor Vehicle and Equipment Replacement Reserve Fund 126 expenditure budget for the following vehicle and equipment replacements and projects:

Engineering:

- \$15,000 for a Stalker Radar SAM-3 radar trailer. This is an emergent replacement for a totaled radar trailer.
- \$ 92,000 for replacing J0087 and V0113. Additional funding needed due to increased service body cost.
- \$ 145,000 additional fund needed for adding a large crane and completing custom build for J0193.

Park:

- \$ 11,114 for replacing J0036. Additional funding needed due to price increase from vendor.

Streets:

- \$60,000 for a steam roller for Streets to replace a 10 year old broken roller.
- \$10,000 for replacing N0011 and \$ 55,000 for replacing N0017. Additional funding needed due to price increase from vendor.

Fire:

- \$ 594,000 for portion of the Fire department's self-contained breathing apparatus (SCBA) purchasing which was originally planned for 2026. Now the purchase is expected to be completed in 2025.

Decrease ending fund balance - Vehicle Equipment and Replacement Reserve	126	5980000490		982,114
Increase vehicle expenditures - Engineering and Public Services	126	5200024640	252,000	
Increase vehicle expenditures - Fire	126	5400032640	594,000	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	11,114	
Increase vehicle expenditures - Streets	126	5200120640	125,000	

**2025
Budget Adjustments
Tally Sheet**

	Department	Code	Rev	Exp	FB
NGA-6	Criminal Justice	2024 JAG Grant	156A	34,720	34,720

In December 2024, the Everett Police Department was awarded \$34,720 from the Department of Justice for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG). These funds are designated to enhance recruitment efforts and address the growing need for qualified law enforcement officers. The grant will support initiatives to attract diverse and highly skilled candidates to join EPD, including the use of digital marketing strategies and targeted visual ads both regionally and nationally. The grant award period runs from 10/1/24 through 9/30/2027.

Increase grant revenue - Criminal Justice	156	3311673877		34,720
Increase M&O expenditures - Criminal Justice	156	5770000410	34,720	

	Department	Code	Rev	Exp	FB
NGA-7	General Gov't Special Projects	WA HCA Grant	155A	250,000	250,000

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program, which is part of the Emergency Mobile Opioid Team in Everett (EMOTE) program. The grant will cover a portion of the labor costs for the Program Manager (\$50,000) and establish a subrecipient relationship with a community partner to deliver services aimed at reducing health disparities and improving health outcomes for the unhoused population (\$450,000). The period of performance for the grant is from 7/1/24 to 6/30/25, with funds allocated over two years—\$250,000 each year.

Increase grant revenue - General Government Special Projects	155	3340690420		250,000
Increase transfers out - General Government Special Projects	155	5420000550	25,000	
Increase M&O expenditures - General Government Special Projects	155	5420000410	225,000	

	Department	Code	Rev	Exp	FB
NGA-8	General Gov't Special Projects	Snohomish County Interlocal Agreement	155A	1,033,063	1,033,063

The City has accepted a \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement from Snohomish County. This Agreement aims to establish a housing facility within the City of Everett to provide short-term housing for individuals who are unhoused, along with coordination and access to substance use and mental health treatment services. The period of performance for the agreement is from 10/24/24 to 12/31/26. The City will act as a pass-through for the funds, providing a forgivable loan of \$2,966,937 in 2024 and a grant of \$1,033,063 in 2025 to the Everett Gospel Mission.

Increase revenue - General Government Special Projects	155	3370070410		1,033,063
Increase M&O expenditures - General Government Special Projects	155	5410000410	1,033,063	

2025
Budget Adjustments
Tally Sheet

Department		Code	Rev	Exp	FB
NGA-9	CIP-4	162A		965,468	(965,468)
NGA-9	Real Property Reserve	145A		292,518	(292,518)

This amendment is related to the stadium project. In 2024, the Council authorized the appropriation of \$292,518 from the Real Property Reserve Fund 145 and \$165,468 from Fund 162 to cover the professional services agreement with Shiels Obletz Johnsen, Inc. (SOJ) for the proposed stadium project. In 2025, the Council authorized the appropriation of \$200,000 from Fund 162 to cover professional services agreements with Bayley Construction LP for the proposed stadium project. This amendment also proposes to fund the estimated stadium-related outside legal counsel expenses from January 2025 to December 2025.

Increase M&O expenditures - CIP-4	162	multiple	965,468	
Decrease ending fund balance - CIP-4	162	multiple		965,468
Increase M&O expenditures - Real Property Reserve Fund	145	5626000943410	292,518	
Decrease ending fund balance- Real Property Reserve Fund	145	5980000010999		292,518

2025 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

General Government Reappropriations			Increase/(Decrease)			
	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
GGR-1	Police	Special Operations Group Ammunition	-	-	19,980	(19,980)
GGR-1	General Fund	Special Operations Group Ammunition	19,980	-	-	19,980
GGR-2	Police	Police Recruitment Videos	-	-	5,000	(5,000)
GGR-2	General Fund	Police Recruitment Videos	5,000	-	-	5,000
GGR-3	Legal	Legal Contracted Services	-	-	4,570	(4,570)
GGR-3	General Fund	Legal Contracted Services	4,570	-	-	4,570
GGR-4	Municipal Arts	Municipal Arts Grants and Events Support	68,434	-	68,434	-
GGR-5	Library	Library Purchases	19,965	-	19,965	-
GGR-6	Street Improvements	Overlay and Street Projects	499,239	-	499,239	-
GGR-7	General Fund	Human Needs Grants	46,231	-	-	46,231
GGR-7	CPED	Human Needs Grants	-	-	27,095	(27,095)
GGR-7	Non-Departmental	Human Needs Grants	-	-	19,136	(19,136)
GGR-8	General Fund	Street-Level Issues Flex Funds	47,896	-	-	47,896
GGR-8	Non-Departmental	Street-Level Issues Flex Funds	-	-	47,896	(47,896)
GGR-9	Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	-	-	34,969	(34,969)
GGR-9	General Fund	Fuel Infrastructure Upgrades and Refurbishment	34,969	-	-	34,969
Total General Government Reappropriations			\$ 746,284	\$ -	\$ 746,284	\$ -

General Government Amendments

<u>General Government Amendments</u>			<u>Increase/(Decrease)</u>			
<u>Fund</u>		<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGA-1	General Fund	Workforce Adjustments	-	296,602	-	296,602
GGA-1	Non-Departmental	Workforce Adjustments	-	-	-	-
GGA-1	Finance	Workforce Adjustments	-	-	110,121	(110,121)
GGA-1	Police	Workforce Adjustments	-	-	251,458	(251,458)
GGA-1	Fire	Workforce Adjustments	-	-	(138,221)	138,221
GGA-1	Municipal Court	Workforce Adjustments	-	-	289,623	(289,623)
GGA-1	Engineering & Public Services	Workforce Adjustments	-	-	19,171	(19,171)
GGA-2	Police	2025 Boating FFA Grant	-	-	24,384	(24,384)
GGA-2	General Fund	2025 Boating FFA Grant	-	24,384	-	24,384
GGA-3	Police	2025 STOP Violence Against Women Grant	-	-	15,000	(15,000)
GGA-3	General Fund	2025 STOP Violence Against Women Grant	-	15,000	-	15,000
GGA-4	Non-Departmental	2025 Salmon Recovery State Grant	-	-	-	-
GGA-4	General Fund	2025 Salmon Recovery State Grant	-	75,000	-	75,000
GGA-5	Emergency Management	Emergency Preparedness Performance Grant	-	-	13,651	(13,651)
GGA-5	Non-Departmental	Emergency Preparedness Performance Grant	-	-	-	-
GGA-5	General Fund	Emergency Preparedness Performance Grant	-	53,611	-	53,611
GGA-6	CPED	Coordinating Low-Income Housing Planning Grant	-	-	10,000	(10,000)
GGA-6	Non-Departmental	Coordinating Low-Income Housing Planning Grant	-	-	-	-
GGA-6	General Fund	Coordinating Low-Income Housing Planning Grant	-	49,999	-	49,999
GGA-7	Engineering & Public Services	Traffic Management Center Video Wall	-	-	116,100	(116,100)
GGA-7	Non-Departmental	Traffic Management Center Video Wall	-	-	-	-
Total General Government Amendments			\$ -	\$ 514,596	\$ 711,287	\$ (196,691)

2025 BUDGET ADJUSTMENTS for Budget Amendment # 1

Non-General Government Reappropriations			Increase/(Decrease)			
Fund		Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
NGR-1	CIP-1	CIP-1 General Gov't Capital Projects	15,515,266	-	15,515,266	-
NGR-2	CIP-3	CIP-3 Parks Projects	1,626,000	-	1,626,000	-
NGR-3	CIP-4	CIP-4 General Gov't Capital Projects	350,000	-	350,000	-
NGR-4	Vehicle and Equipment Repl.	Vehicle Replacements	3,788,525	-	3,788,525	-
NGR-5	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	219,831	-	219,831	-
NGR-6	IT Reserve	IT Projects	566,994	-	566,994	-
NGR-7	Cumulative Reserve for Library	Library Donation	7,500	-	7,500	-
NGR-8	General Gov't Special Projects	WA HCA Grant	129,318	-	129,318	-
NGR-9	General Gov't Special Projects	Snohomish County Interlocal Agreement	470,087	-	470,087	-
NGR-10	General Gov't Special Projects	Everett Forward Grant 1	16,520	-	16,520	-
NGR-11	General Gov't Special Projects	Local COVID Recovery Program	11,277,788	-	10,777,482	500,306
Total Non-General Government Reappropriations			\$ 33,967,829	\$ -	\$ 33,467,523	\$ 500,306

Non-General Government Amendments			Increase/(Decrease)			
Fund		Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
NGA-1	Water & Sewer Utility	Workforce Adjustments	-	-	242,746	(242,746)
NGA-2	Dev/Const Permits	Funding for 1.0 FTE Building Inspector	-	-	151,791	(151,791)
NGA-3	Criminal Justice	Funding for 1.0 FTE Municipal Court Commissioner	-	-	144,811	(144,811)
NGA-4	Cumulative Reserve for Library	Library Reserve Donation	-	98,743	98,743	-
NGA-5	Vehicle and Equipment Repl.	Vehicle and Equipment Replacements	-	-	982,114	(982,114)
NGA-6	Criminal Justice	2024 JAG Grant	-	34,720	34,720	-
NGA-7	General Gov't Special Projects	WA HCA Grant	-	250,000	250,000	-
NGA-8	General Gov't Special Projects	Snohomish County Interlocal Agreement	-	1,033,063	1,033,063	-
NGA-9	CIP-4	Stadium Project	-	-	965,468	(965,468)
NGA-9	Real Property Reserve	Stadium Project	-	-	292,518	(292,518)
Total Non-General Government Amendments			\$ -	\$ 1,416,526	\$ 4,195,974	\$ (2,779,448)

TOTAL General and Non-General Gov't. Amendments			\$ 34,714,113	\$ 1,931,122	\$ 39,121,068	\$ (2,475,833)
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EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 4/9/2025

NAME (required): Jimmy Castro

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

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 (4) 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda? Just written comment
☐ During the comment period that will follow the agenda item 1973 to present
☐ During the general public comment. Please state the topic you would like to speak on:

AGENDA ITEM #: _____

☐ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 4-9-2025

NAME (required): Paula Townsell

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

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 (decline to provide)
Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Hands Off Rally



EVERETT CITY COUNCIL

Public Comment Form

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

DATE: 4-9-2025

NAME (required): Annie Lyman

CITY (required): Everett ZIP (required): _____

EMAIL (optional): AnnieLyman1230@yahoo PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure ^{South Everett} Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☐ During the general public comment. Please state the topic you would like to speak on: Citizen Initiative



EVERETT CITY COUNCIL Public Comment Form

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- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

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

DATE: 4-9-25

NAME (required): TIMOTHY CHIPMAN

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

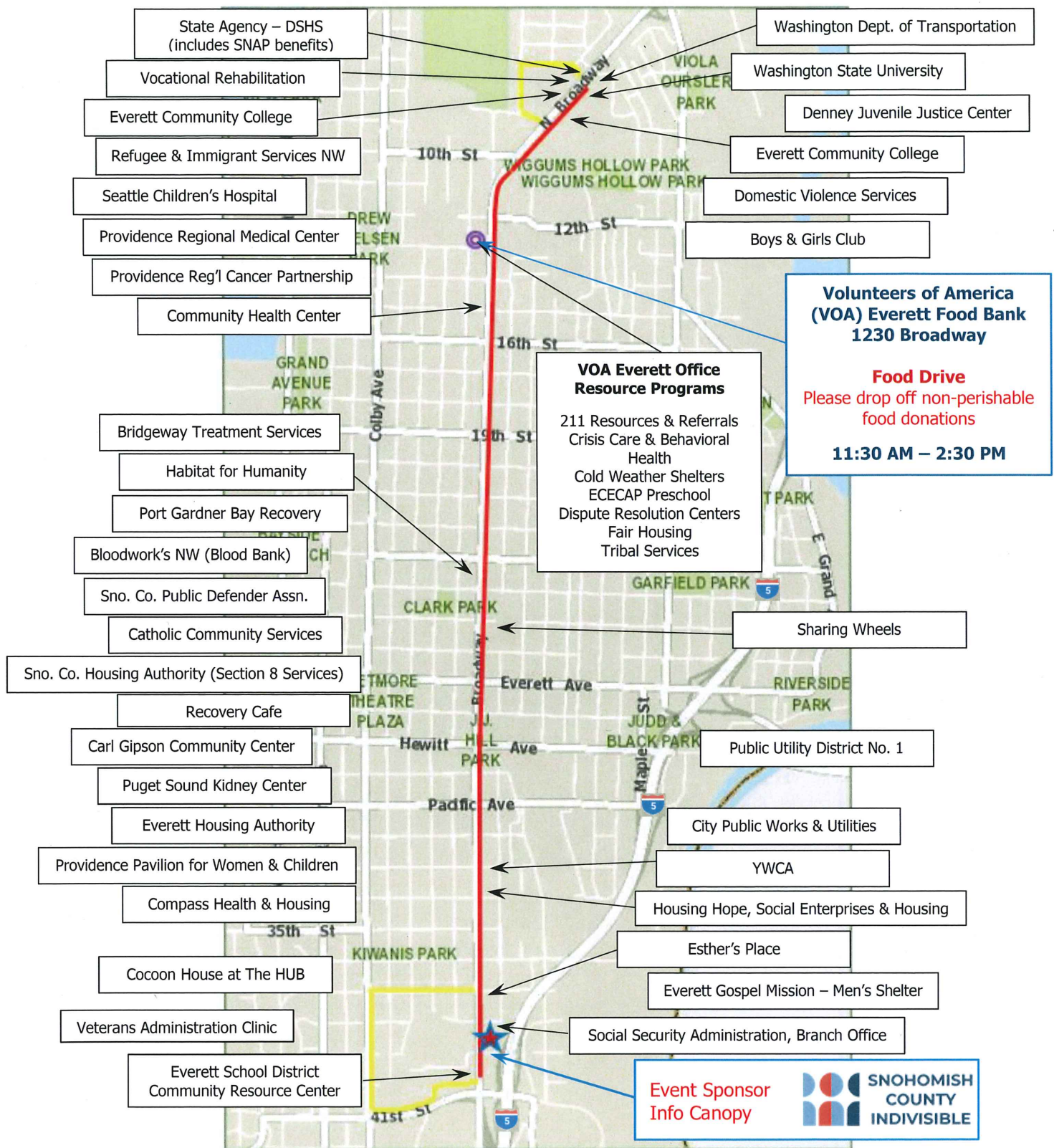
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: GENERAL

☒ During the general public comment. Please state the topic you would like to speak on: GENERAL



Hands Off! Main Street USA (Everett, WA)

Sign Waving Rally (3-mile route/choose your spot)

☆ Food Drive (VOA Food Bank Drive-thru Donations) ☆

Saturday – April 19th – Noon to 2PM

Sponsored by Snohomish County Indivisible & Community Partners

(Depiction of Agencies & Organizations experiencing impacts by Federal cuts are illustrative only.)

City Of Everett
Proposed Outdoor Multi-Purpose Facility
Budget Amendment

\$600,000 Initial Estimated Consultant/Legal Fees

\$ 45,000	Financial Advisors
\$ 75,000	Initial Relocation Work
\$120,000	Appraisal
\$180,000	MOU/Lease Negotiations
\$180,000	Create a Comprehensive Pro-forma for Lease, Operations and Revenue Assumptions



Discussion