



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, March 11, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: March 4, 2026

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$6,107,847.92 For The Period Ending February 21, 2026 Through February 27, 2026.

Documents:

[RES_CLAIMS PAYABLE 022726.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,004,656.44 For The Period Ending February 21, 2026.

Documents:

[2026 RESOLUTION FOR PAYROLL PAY PERIOD 05.PDF](#)

(3) Authorize The Mayor To Sign Amendment No. 7 To Contract 2018-009 For Jetty Island Ferry Service To Argosy LP As Substantially Provided.

Documents:

[ARGOSY AMENDMENT 7.PDF](#)

(4) Authorize Release Of Request For Proposal 2025-041 Type III Ambulance.

Documents:

[TYPE III AMBULANCE.PDF](#)

(5) Authorize The Mayor To Sign The Collective Bargaining Agreement Between The City And The Everett Police Management Association.

Documents:

[EPMA CBA.PDF](#)

(6) Authorize The Mayor To Sign An Amended Professional Service Agreement With Reid Middleton To Provide Design, Engineering, And Construction Administration Services For The Thornton A. Sullivan Park Floating Dock Repairs Project.

Documents:

[THORNTON A. SULLIVAN PARK DOCK REPAIRS PSA AMENDMENT 2.PDF](#)

(7) Authorize The Mayor To Sign Amendment No. 1 To The Interlocal Agreement With Snohomish Conservation District For The Awarded Washington Department Of Fish And Wildlife Grant.

Documents:

[WDFWSCD_ILA FOR AWARDED WDFW GRANT FUNDS_AMEND NO. 1.PDF](#)

PROPOSED ACTION ITEMS:

(8) CB 2602-10 – 1st Reading - Adopt An Ordinance To Amend And Close A Special Improvement Project Entitled "Kiwanis Park Renovations", Fund 354, Program 090, As Established By Ordinance No. 4004-24. (3rd & Final Reading 3/25/26)

Documents:

[CB 2602-10.PDF](#)

(9) CB 2602-11 – 1st Reading - Adopt An Ordinance Amending Ordinance No. 4023-24 "Main Library HVAC Replacement Project", Fund 342, Program 041, To Accumulate All Project Costs For The Project. (3rd & Final Reading 3/25/26)

Documents:

[CB 2602-11.PDF](#)

(10) CB 2602-12 – 1st Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "Police Property Room Facility Tenant Improvement", Fund 342, Program 056, To Accumulate Design Costs For The Project. (3rd & Final Reading 3/25/26)

Documents:

[CB 2602-12.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(11) CB 2603-13 – 1st Reading - Adopt An Ordinance Amending EMC 14.04.160, 14.16.650, 14.16.660, 14.16.700, Improving Administration Of Late Utility Payments. (3rd & Final Reading 3/25/26)

Documents:

[CB 2603-13.PDF](#)

ACTION ITEMS:

(12) CB 2602-06 – 3rd & Final Reading – Adopt An Ordinance Amending Ordinance 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs", Fund 354, Program 100, To Accumulate All Cost For The Project.

Documents:

[CB 2601-06.PDF](#)

(13) CB 2602-07 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.

Documents:

[CB 2601-07.PDF](#)

(14) CB 2602-08 – 3rd & Final Reading – Adopt An Ordinance Creating A New Chapter Of The Everett Municipal Code Relating To Endangerment With A Controlled Substance.

Documents:

[CB 2601-08.PDF](#)

(15) Approve The Resolution Authorizing 2026 Lodging Tax Expenditures As Recommended By The LTAC.

Documents:

[LTAC RESOLUTION.PDF](#)

(16) Authorize The Mayor To Sign Amendment 3 To The Agreement For Indigent Defense Services With Everett Law Association In The Form Substantially As Provided.

Documents:

[EVERETT LAW INDIGENT DEFENSE AMEND 3.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://www.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](https://www.youtube.com/everettcity).

CONTACT THE COUNCIL

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



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of February 21, and checks issued February 27, 2026, 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	14,229.88	6,909.80
003	Legal	103,218.68	26,623.01
004	Administration	71,728.82	13,639.37
005	Municipal Court	84,750.32	24,266.79
007	Personnel	60,298.94	16,115.34
010	Finance	105,954.47	29,369.67
015	Information Technology	138,787.06	37,621.11
018	Communications and Marketing	27,962.70	7,250.48
021	Planning & Community Dev	132,251.57	35,838.36
024	Public Works	253,785.77	72,454.22
026	Animal Shelter	62,781.94	19,602.50
030	Emergency Management	11,323.47	2,725.22
031	Police	1,467,291.10	357,297.42
032	Fire	805,907.84	193,940.62
038	Facilities/Maintenance	105,999.60	36,083.56
101	Parks & Recreation	120,193.38	42,650.68
110	Library	121,643.27	36,692.46
112	Community Theatre	10,041.83	2,514.92
120	Street	81,055.90	24,709.75
153	Emergency Medical Services	426,044.09	98,480.04
197	CHIP	8,898.00	1,881.27
198	Community Dev Block	4,475.44	1,190.88
401	Utilities	1,042,532.40	331,205.12
425	Transit	625,595.36	196,441.13
440	Golf	27,769.45	11,133.93
501	Equip Rental	90,135.16	30,203.09
		<u>\$6,004,656.44</u>	<u>\$1,656,840.74</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2026.

Council President

Project title: Authorize the Mayor to sign Amendment No 7 to Contract 2018-009 for Jetty Island Ferry Service to Argosy LP

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 03/11/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 Agreement Amend No. 7

Department(s) involved:
 Procurement
 Parks & Community Services

Contact person:
 Theresa Bauccio-Teschlog

Phone number:
 (425) 257-8901

Email:
 tbauccio@everettwa.gov

Initialed by:
MEB
 Department head

Administration

Council President

Project: Amendment No. 7 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LP

Partner/Supplier: Argosy LP

Location: *If relevant*

Preceding action: [Council Award of Request for Proposal 2018-009 on November 14, 2018.](#)
[Council approved Contract Amendment 1 on June 10, 2020.](#)
[Council approved Contract Amendment 2 on May 5, 2021.](#)
[Council approved Contract Amendment 3 on April 13, 2022.](#)
[Council approved Contract Amendment 4 on April 5, 2023.](#)
[Council approved Contract Amendment 5 on March 13, 2024.](#)
[Council approved Contract Amendment 6 on May 14, 2025.](#)

Fund: 101 5403000000410 – Jetty Island Professional Services

Fiscal summary statement:

The City of Everett is being reimbursed for the entire cost of the Jetty Island Ferry Service in 2026 from the Port of Everett. The Port and the City of Everett are partnering with Snohomish County to continue the online reservation portal created in 2021. Online reservations allow visitors to reserve a specific ferry time for just \$5 per person on Wednesday and Thursday, and \$7 per person on Friday through Sunday. Children two and under ride free but still require a reservation to maintain allowable rider counts. The Port of Everett will retain all fees as a partial repayment for the cost of ferry service in 2026.

Project summary statement:

On November 18, 2018, the council authorized a ten-year contract with Argosy LLP for ferry service to and from Jetty Island during the summer as part of the Parks and Community Services Jetty Island Days program. Contract Amendment 1 canceled the Jetty Island Days program, including the ferry service for the 2020 season, in response to social distancing requirements from COVID-19. Contract Amendment 2 amended the contract to provide five days of service for the 2021 season and added a cost-of-living increase, which was requested but not included in the original contract. Contract Amendment 3 amended the contract to provide five days of service for the 2022 season, removed the 4th of July Cruise for 2022, and adjusted the 2022 price for a requested cost-of-living increase. Contract Amendments 5 & 6 amended the contract to continue providing five days of service for the respective season, committed the dates of the offered one-hour cruises, and adjusted the contract price to reflect a requested cost-of-living increase.

Contract Amendment 7 amends the contract to continue providing five days of service for the 2026 season, commits the dates of the offered one-hour cruises, and adjusts the 2026 price to compensate Argosy for the actual cost of service.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 7 to contract 2018-009 for Jetty Island Ferry Service to Argosy LP as substantially provided.

AMENDMENT NO. 7
CONTRACT #2018-009 – JETTY ISLAND FERRY SERVICE
BETWEEN THE CITY OF EVERETT
AND ARGOSY LP

This Amendment No. 6 is dated for reference purposes March 11, 2026. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”), and Argosy LP (“Service Provider”).

RECITALS

A. The City and Service Provider are parties to an agreement for the provision of Ferry Service to Jetty Island dated as of May 14, 2019, as amended (the “Agreement”).

B. Under the Agreement, the Scope of Work is Section 2.01 to 2.21 of the RFP. The City and the Service Provider desire to amend the Agreement for the purpose of modifying the Scope of Work in Section 2.04 of the RFP for the 2026 season and adjusting the cost for service.

AGREEMENT

The City and Service Provider agree as follows:

1. The portion of the Scope of Work contained in RFP #2018-009, Section 2.04, is modified for the 2026 season to read as follows:
 - 1) Jetty Island Passenger Service – Passenger Ferry Service to and from the Island, from July 8th to September 6th, five days per week, starting at 10:00 am to 5:45 pm on Wednesday, Thursday, and Sunday. Friday and Saturday service will be offered from 10:00 am to 6:45 pm.
 - 2) Throwback Thursday Historic Everett Cruise – Five (5) Cruises lasting 1 hour each. Cruises start at the departure dock used for Jetty Island and continue up to the mouth of the Snohomish River and back down to the Port of Everett shipyards, then returning to the Jetty Island departure dock. These cruises will be scheduled from 6:00 p.m. to 7:00 p.m. For 2026, the tour dates are July 9, 23, August 6, 20, and September 3.
 - 3) Port of Everett Working Waterfront Tour– Five (5) cruises lasting 1 hour each. Cruises start at the departure dock used for Jetty Island and head south to the Port of Everett Seaport, then return to the Jetty Island departure dock. Cruises start at the departure dock used for Jetty Island and head south to the Port of Everett Seaport, then return to the Jetty Island departure dock. These cruises will be scheduled from 6:00 p.m. to 7:00 p.m. For 2026, the tour dates are July 8, 15, 29, August 12, and 26.

The modifications in 1) through 3) above do not apply to the years 2027 and after, and modifications for those later years will be determined on a season-by-season basis.

2. Section 3 of the Agreement is modified to read as follows:

The City shall pay the Contractor only for completed Services. The compensation in this Section is complete compensation for the Services (including, without limitation, labor, materials, vessel costs, and fuel).

Compensation under this Contract for each Contract year is determined as follows:

2019	\$109,000, which has been paid in full
2020	\$0
2021	\$99,300, which has been paid in full
2022	\$113,110.88, which has been paid in full
2023	\$102,204.46, which has been paid in full
2024	\$110,061.90, which has been paid in full
2025	\$128,552, which has been paid in full.
2026	\$132,537.11
2027 and After	The previous year's compensation is adjusted based on the CPI percent change from the previous year to the current year. For example, 2027 compensation will be calculated based on the CPI percent change from Dec 2025 (354.348) to December 2026.

All CPI adjustments are based on the Consumer Price Index – Seattle-Tacoma-Bellevue – CPI-U, Series Id: CUURS49DSA0 - not seasonally adjusted.

The CPI adjustments for 2027 and after, shown in the table above, will only occur if requested by the Service Provider. Such a request must be submitted in writing 90 days prior to the effective date of the price revision and submitted to the Procurement Professional in the City Procurement Division.

3. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since May 14, 2019.
4. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf, or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon

execution of this Amendment by the Mayor of the City. This Amendment may be signed in counterparts.

5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

Argosy LP

By: _____
Cassie Franklin, Mayor

Signature: _____
Typed/Printed Name: Kevin Clark
Title: Managing Member SeaLARK LLC acting
as General Partner for Argosy LP

Date

Date

ATTEST:

Office of the City Clerk
Date: _____

**STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY**

Project title: Authorize release of Request for Proposal 2025-041 Type III Ambulance

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 3/11/26
Action
Ordinance
Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:

Request for Proposal

Department(s) involved:

Procurement and Fire

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

MEB

Department head

Administration

Council President

Project: Type III Ambulance

Partner/Supplier: To be determined

Location:

Preceding action: None

Fund: 153

Fiscal summary statement:

The highest-scored proposal will be brought to the council for consideration and award. Based on past purchases, the estimated cost per ambulance is between \$275,000 to \$300,000.

Project summary statement:

City staff is requesting that the City Council authorize the issuance of a Request for Proposals (RFP) to receive proposals from ambulance manufacturers to provide up to three ambulances over the next few years.

The City of Everett Fire Department operates a fleet of nine ambulances. As the community grows, the fleet may need to expand. Prior ambulances were purchased through a cooperative contract. The city could not find a cooperative contract that met the required specifications.

Recommendation (exact action requested of Council):

Authorize release of Request for Proposal 2025-041 Type III Ambulance.



PROCUREMENT

Request for Proposal #2025-041

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

TYPE III AMBULANCE

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	March 12, 2026
Deadline for Final Questions.....	April 2, 2026
Proposal Due Date	April 14, 2026, at 2:00 p.m. Pacific Time
Anticipated Award	May 2026
Anticipated Contract Start Date	May 2026
Anticipated Contract Term	3 years with one (1) two-year extension option at the sole discretion of the City of Everett
<p align="center">Submit Sealed Proposals to: City Clerk’s Office – Attention: Procurement 2930 Wetmore Avenue, Suite 1A Everett, WA 98201</p> <p>Clearly label the outside of the sealed envelope containing the original proposal response and five complete, identical copies, with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Clerk’s office by the deadline will be considered.</p> <p>The Clerk’s office is open Monday through Thursday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.</p>	
<p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://www.everettwa.gov/2713/Bid-opportunities</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.</p>	
<p>Questions: All questions must be requested electronically utilizing the above link or emailed to the Procurement Professional listed above.</p>	

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

DRAFT - NOT TO BE USED FOR BIDDING

Table of Contents

Anticipated Contract Term	1
1.1 PROPOSAL SUBMITTAL	5
1.2 OFFER PERIOD.....	5
1.3 REQUEST FOR DUE DATE EXTENSION.....	5
1.4 WITHDRAWAL OF PROPOSALS	5
1.5 SINGLE RESPONSE.....	5
1.6 MULTIPLE PROPOSALS.....	5
1.7 EVALUATION AND AWARD	5
1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS	6
1.9 EXCLUDED PARTIES.....	6
1.10 BUSINESS LICENSE	6
1.11 BID PROTEST PROCEDURES	6
1.12 NON-ENDORSEMENT.....	6
1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE	6
1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT	8
1.15 NO OBLIGATION TO BUY.....	8
1.16 COST OF PREPARING PROPOSALS	8
1.17 CONTRACT TERMINATION	8
1.18 RECYCLE	8
1.19 COOPERATIVE PURCHASING.....	8
2.1 INTENT SUMMARY.....	9
2.2 BACKGROUND.....	9
2.3 PROVEN PERFORMANCE.....	9
2.4 NFPA COMPLIANCE.....	9
2.5 INTENT OF SPECIFICATIONS.....	9
2.6 CHASSIS SPECIFICATIONS.....	9
2.7 SPECIFICATIONS.....	10
2.8 CAB SPECIFICATIONS	12
2.9 MODULE SPECIFICATIONS	15
2.10 PAINT AND LETTERING	35
2.11 ELECTRICAL SYSTEM.....	38

2.12	POWER CONTROL	39
2.13	EMERGENCY WARNING DEVICES.....	39
2.14	CAB ELECTRICAL ACCESSORIES	39
2.15	COMMUNICATIONS EQUIPMENT	40
2.16	MISCELLANEOUS ELECTRICAL.....	41
2.17	LINE VOLTAGE SYSTEMS	43
2.18	APPROVAL DRAWING	44
2.19	WARRANTY	44
2.20	WARRANTY SERVICE	44
2.21	INSPECTION AND ACCEPTANCE	44
2.22	OPERATIONS MANUALS.....	44
2.23	CONTRACT CHANGES.....	44
2.24	PRICING ADJUSTMENTS.....	44
2.25	PAYMENT	45
3. 1	GENERAL	46
3.2	SELECTION PROCESS	46
3.3	CONTRACT AWARD AND EXECUTION.....	46
3.4	EVALUATION CRITERIA	46
3.5	DEMONSTRATIONS.....	47
4.1	SUBMITTAL REQUIREMENTS	48
4.2	SUGGESTED RESPONSE FORMAT.....	48

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

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

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

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

1.2 OFFER PERIOD

All Proposals submitted must remain open for 90 days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

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

1.4 WITHDRAWAL OF PROPOSALS

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

1.5 SINGLE RESPONSE

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

1.6 MULTIPLE PROPOSALS

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

1.7 EVALUATION AND AWARD

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

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

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

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

1.9 EXCLUDED PARTIES

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

<https://www.sam.gov>

1.10 BUSINESS LICENSE

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

1.11 BID PROTEST PROCEDURES

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

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

1.12 NON-ENDORSEMENT

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

1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE

A. Property of the City of Everett

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

B. Proposals are Public Records

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

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

C. Public Records Exemption / Notice of RCW 39.10.470

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

D. Proposals Not Marked as Confidential

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

E. Process for Disclosing Information

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

F. Indemnification by Proposer

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

G. Consent to Procedure

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

submitting a proposal, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

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

1.15 NO OBLIGATION TO BUY

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

1.16 COST OF PREPARING PROPOSALS

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

1.17 CONTRACT TERMINATION

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

1.18 RECYCLE

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

1.19 COOPERATIVE PURCHASING

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

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

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

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

The City of Everett requests competitive proposals from qualified fire ambulance manufacturers to provide three Type III ambulances. The City requires that all suppliers be able to perform successfully under the terms and conditions of the contract and provide all necessary labor and equipment to complete and deliver the ambulances.

2.2 BACKGROUND

The City of Everett Fire Department operates a fleet of 9 ambulances in an urban environment and is likely to expand the fleet in the future. Prior ambulances were purchased through a cooperative contract. The city could not find a cooperative contract that met the required specifications.

2.3 PROVEN PERFORMANCE

To ensure the City receives an apparatus of proven performance, the manufacturer must currently produce similar apparatus and have been in production for at least one (1) year during that period. A prototype is not acceptable.

2.4 NFPA COMPLIANCE

The proposed apparatus must meet the applicable requirements of the National Fire Protection Association (NFPA) 1911 and subsequent 1900 standard, as stated in the current edition at the time of actual apparatus construction. Any requested specifications that differ from NFPA specifications must be indicated in the proposal as "non-NFPA".

2.5 INTENT OF SPECIFICATIONS

These detailed specifications cover the requirements for the type of construction, finish, equipment, and tests to which the apparatuses must conform. The apparent silence or omission in the specifications as to any detail of the work to be done or materials to be furnished means that the best general practice shall prevail and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.

2.6 CHASSIS SPECIFICATIONS

Latest model year Ford E-450, 4x2 axle configuration, 7.3L V8 gas engine or equivalent, equipped with ambulance prep package designed for emergency service use, equipped with a permanently mounted patient compartment that serves as the primary means of transporting emergency medical service providers, patients, and associated equipment. The gross vehicle's completed axle weight rating must not exceed the axle capabilities.

2.7 SPECIFICATIONS

#	Feature	Mandatory (M) or Desired (D)
Wheel Alignment		
1	To achieve maximum vehicle road performance and promote long tire life, wheel alignment is necessary. The alignment must conform to the manufacturer's internal specifications. All wheel lug nuts and axle U-bolt retainer nuts must be tightened to the proper torque during alignment. The wheel alignment documentation must be made available at the time of delivery.	M
Wheels		
2	The front and rear wheels must be 16" hub-piloted polished aluminum wheels. The hub-piloted mounting system must provide easy installation and include two-piece flange nuts. On the rear axle(s), valve extensions must be installed on the rear wheel (s).	M
Mud Flaps		
3	Mud flaps must be installed behind the wheels.	M
Engine Exhaust		
4	The exhaust must be directed away from the vehicle on the right side, behind the rear wheels, to keep exhaust fumes as far from the cab and module entry points as possible. Exhaust termination clearance must be compatible with the Nederman exhaust system. The exhaust tailpipe must be modified with an in-house exhaust extraction system to terminate fumes at a 90-degree angle, straight out below the right side of the body, behind the rear axle.	M
Fuel System		
5	One (1) fuel tank must be provided. The tank must: <ul style="list-style-type: none"> Have a minimum of 50-gallon capacity of usable fuel and sufficient additional volume to allow for the fuel's thermal expansion without overflowing the vent. 	M
6	The fuel tank must be equipped with a fill inlet. The fill inlet must extend to the left rear of the vehicle, behind the rear tires and away from the heat of the exhaust system, as required by NFPA. The open end of the filler neck must be equipped with a twist-off filler cap with a retaining device. It must be located on the left-hand side of the body and labeled "Gasoline Only."	M

#	Feature	Mandatory (M) or Desired (D)
Chassis Options		
Rear Tow Eyes		
7	Two (2) heavy-duty tow eyes must be mounted at the rear of the vehicle to allow towing, not lifting, of the apparatus without damage.	M
Electrical		
8	Original Equipment Manufacturer (OEM), the single largest capacity alternator for the model year, with an internal rectifier and installed according to the engine manufacturer's recommendations.	M
Battery System		
9	The manufacturer must supply two (2) heavy-duty, Group 31, stud-style, 12-volt, maintenance-free batteries. Each battery must be installed and positioned to allow for easy replacement of any single battery.	M
10	There must be one battery box on the right side of the apparatus. The battery box must hold two (2) batteries.	M
11	The batteries must have 3/8-16 threaded stud terminals to ensure tight cable connections. The battery stud terminals must each be treated with concentrated industrial soft-seal after cable installation to promote corrosion prevention.	M
12	The positive and negative battery stud terminals, along with their respective cables, must be clearly marked to ensure quick and error-free identification.	M
13	Batteries must be placed on non-corrosive matting and secured with hold-down brackets to prevent movement, vibration, and road shock. The hold-down bracket must be cut to fit and must have all sharp edges removed.	M

2.8 CAB SPECIFICATIONS

#	Feature	Mandatory or Desired
Cab		
1	The cab roof must include reinforcement for a Whelen Argis 1 Spotlight. For rigidity, the entire reinforcement must be integral to the roof.	M
Cab Exterior		
2	The cab must be independently mounted from the body and chassis to isolate the cab structure from stresses caused by chassis twisting and body movements.	M
Cab Interior		
3	An engine cover must be installed between the driver and officer's seats to allow access to the engine and transmission for maintenance and repairs. Any map boxes, MDC mounts, warning equipment controls, switches, or equipment must be mounted to allow the engine cover to be removed without requiring grinding, drilling, or cutting any wiring.	M
Mobile Data Terminal		
4	The Mobile Data Terminal (MDT), manufactured by Havis products, must be provided on the right-hand driver console. The MDT must be mounted so that the driver and the officer can both access the MDC without exiting the apparatus.	M
Electrical System		
5	The cab-and-chassis system must have a centrally located electrical distribution area. All electrical components must be located such that standard operations must not interfere with or disrupt vehicle operation. Automatic-reset circuit breakers must be installed on all non-OEM circuits. An access cover must be provided for maintenance access to the electrical distribution area.	M
6	A 14-gauge, constantly hot, and an ignition-switched 14-gauge wire must be provided and terminate in the console area for customer-installed radios and chargers. Radio suppression must be sufficient to allow radio equipment operation without interference. Each wire must be circuit breaker-protected and capable of carrying up to a 20-amp direct load.	M

#	Feature	Mandatory or Desired
7	Two (2) 12-volt accessory outlets must be provided in the cab—one (1) on each of the driver and officer side seating areas. The receptacles must be wired constant hot.	M
8	All wiring must be protected from impact, abrasion, water, ice, and heat sources. The wiring must be color-coded and functionally labeled on the outer surface of the insulation for ease of identification and maintenance. The wiring harness must conform to SAE 1127 with GXL temperature properties. Any exposed wiring connections must be weather-resistant. All harnesses must be covered in a loom rated at 280°F to protect the wiring against heat and abrasion.	M
HVAC		
Heating & Air Conditioning		
9	The heating and air conditioning system must be rated for use in an emergency vehicle and must provide sufficient defrosting, heating, and cooling to the entire cab and module.	M
10	A gravity condensation drain system must be utilized to remove all condensation from the evaporator units on a slope of up to a 13% grade in any direction and direct it to the exterior of the chassis cab. Systems utilizing pumps to remove condensation are not acceptable.	M
11	If a roof-mounted condenser is utilized, the visible cover, excluding the core fins, must be painted to match the cab color.	M
Mirrors		
Cab Mirrors		
12	Provide OEM-powered, heated cab mirrors, operated by a switch within easy reach of the driver.	M

#	Feature	Mandatory or Desired
Seats		
Driver Seat		
13	The driver must be supplied with an adjustable seat with high back styling. The seat will feature a manual control to adjust the horizontal position, providing a minimum of 5 inches of travel, and an adjustable reclining back to offer flexibility for various driver configurations.	M
Officer Seat		
14	An adjustable seat with high back styling must be supplied for the officer. The seat will feature a manual control to adjust the horizontal position, providing a minimum of 5 inches of travel, and an adjustable reclining back to offer flexibility for various driver configurations.	M
Interior Upholstery		
15	Tiger Tough seat covers in light gray and resistant to moisture, oil, and other liquid or dry contaminants.	M
Interior Cab Accessories		
Required Labeling		
16	A permanent plate must be mounted in the driver's compartment to specify the quantity and type of the following fluids used in the vehicle: engine oil, engine coolant, chassis transmission fluid, tire pressures, and drive axle lubrication fluid.	M
17	The manufacturer must supply the final certification of GVWR and GAWR on a nameplate affixed to the vehicle.	M
18	A high-visibility label must be installed in a location clearly visible to the driver while they are seated. The label must indicate the following specified information. <ul style="list-style-type: none"> • Overall Height (feet and inches) • Overall Length (feet and inches) • Curb Weight (tons) 	M

#	Feature	Mandatory or Desired
Storage Console		
19	The storage console must be mounted in the center of the cab between the driver and officer seating positions. To meet current safety requirements, the storage box must be fully secured yet easily removable.	M
20	The storage box must be finished with a black powder-coated aluminum custom console that incorporates an MDT Mount, two cup holders, and 12-volt power points. storage, and a garbage can. The exact configuration will be determined at the pre-construction meeting.	M

2.9 MODULE SPECIFICATIONS

Module Construction					
Module Dimensions					
1	Approximately the size provided. Sizing will be finalized at pre-construction. Dimensions are listed as minimums.				M
	Overall Vehicle Dimensions (Specifications are listed as minimums.)				
	Length	22 ' 5.75 "		269.75 "	
	Width (excluding mirrors)	8 ' 0 "		96.00 "	
	Height (Approximate)	9 ' 8.25 "		116.25 "	
	Exterior Module Dimensions (Specifications are listed as minimums.)				
	Length	14 ' 3 "		171.00 "	
	Width	8 ' 0 "		96.00 "	
	Height	9 ' 8.25 "		116.25 "	
	Interior Dimensions (Specifications are listed as minimums.)				
	Length	Forward Wall to Rear Wall		164.00 "	
	Width	Left Wall to Right Wall		91.00 "	
	Floor Width	Left Cabinets to Squad Bench		50.25 "	
	Height	Floor to Ceiling		78.00 "	

#	Feature	Mandatory or Desired
Module Exterior		
Module Windows		
2	Five (5) windows must be installed in the module.	M
3	All module windows to be dark, double-limo tinted.	M
4	One (1) window must be installed in the curbside module entry door.	M
5	Two (2) windows must be installed in the rear module entrance doors, one on each side.	M
6	Two (2) module-side windows must be installed on the streetside and curbside walls of the module.	M
Fuel Fill		
7	<p>A fuel fill must</p> <ul style="list-style-type: none"> • be installed in accordance with Body Builder's recommendation, accessing the chassis supplied fuel tank. • be located on the driver's side of the module. • have a polished cast aluminum fill well and be properly vented. <p>be installed and clearly marked "GASOLINE ONLY".</p>	M
8	A fuel splash guard must be constructed of brushed stainless steel and installed below the fuel fill.	M
9	The fuel fill cap must be installed and equipped with a tether.	M
Exterior Compartments		
10	<p>All compartments are constructed from formed 0.125" aluminum and are securely welded to the subfloor and structural framing. A baffled drain hole shall be provided in all exterior compartment bottoms that extend below the floor line. All exterior adjustable shelves shall be mounted on a heavy-duty aluminum track securely welded to the interior of the compartment. Each shelf shall support at least 300lbs. of equipment. All compartments shall be of the "sweep-out" style.</p> <p>Add 1" black vinyl numbers to the bottom hinge side of each door corresponding with the compartment number.</p>	M

#	Feature	Mandatory or Desired
Compartment Ventilation		
11	To allow for proper air circulation & flow, each compartment must have a venting route. The venting locations must be determined by the best fit for each body configuration. The vents must include a louvered plate and be installed appropriately on the compartment interior walls.	M
Compartment Flooring		
12	Floor tiles must be installed in all exterior compartments. The tile must be custom-fitted to the interior compartment floor construction to protect the entire floor surface from damage caused by equipment.	M
13	Floor tiles must be black or light gray in color.	M
14	All Compartment shelves must be lined with light gray or black easy-sweep mats.	M
15	All surfaces must be impervious to soap, disinfectants, and water to permit washing and sanitizing.	M
Compartment #1 Street Side Forward		
16	Inside/Outside Access Interior Dimensions – 58.5"W x 37"H x 20"D Doorway Dimensions – 58.5"W x 38"H Location – Streetside, forward Shelving – One adjustable and one fixed Door(s) – Double – the aft door shall open first Light(s) – Two LED strip lights	M
17	The 120VAC Power Box shall be installed in the forward wall.	M
18	A fixed center divider shall be installed with an adjustable shelf forward of the divider and a fixed floor-level shelf aft of the divider.	M

#	Feature	Mandatory or Desired
19	One 120VAC GFCI duplex receptacle shall be installed on the forward wall above the adjustable shelf.	M
20	This compartment shall provide inside/outside access to cabinet #8, the cabinet under the action area.	M
21	The 120VAC Power Box shall be installed in the forward wall	M
22	One 1" H black vinyl number corresponding with the compartment number shall be installed on the bottom of the aft door near the hinge.	M
Compartment #2 Street Side Rear		
23	Interior Dimensions – 36"W x 74"H x 20"D Doorway Dimensions – 36"W x 71"H Location – Streetside, rear Shelving – Two adjustable Door(s) – Double Light(s) – Two LED strip lights	M
24	Seven strips of heavy-duty aluminum track shall be mounted, three on the back wall, and two strips on both the forward and aft walls. All aluminum track shall be installed full height.	M
25	The bottom of the top shelf shall be installed 52 inches above the floor.	M
26	The bottom of the second shelf shall be installed 35 inches above the floor.	M
27	One 1" H black vinyl number corresponding with the compartment number shall be installed on the bottom of the aft door near the hinge.	M
28	A 12" yellow powder-coated grab bar shall be installed on the bottom of the upper shelf.	M
29	Provide options for mounting two SCBA air packs and two spare bottles.	D

#	Feature	Mandatory or Desired
Compartment #3 Curb Side Rear		
30	<p>Interior Dimensions – 33"W x 80"H x 20"D</p> <p>Doorway Dimensions – 33"W x 72"H</p> <p>Location – Curbside, rear</p> <p>Shelving – One bin</p> <p>Door(s) – Double</p> <p>Light(s) – Two LED strip lights</p>	M
31	Two restraining straps for backboards shall be provided in the aft portion of the compartment. A minimum of 9" is required for the backboard storage.	M
32	A formed stainless-steel gasket cover shall be installed so that backboards do not cut the gasket material.	M
33	This compartment shall have a welded bracket, painted to match the compartment, and three ratcheting straps with UHMW stiffeners set up for storage of a customer-supplied and installed M-size cylinder.	M
34	A boot-shaped bracket shall be installed in the center portion of the compartment for storage of the customer-supplied and installed Stryker stair chair.	M
35	The bin shelf shall be installed above the stair chair boot.	M
36	The bottom of the bin shelf shall be installed 56 inches above the floor. The bottom of the stair chair boot shall be 18 inches above the floor. Nine inches shall be allotted in the aft portion for backboard storage.	M
37	Two "J" hooks shall be installed: one on the back wall, on the forward aluminum track, and one on the forward wall.	M
38	One small hook for a helmet.	M
39	One 1" H black vinyl number corresponding with the compartment number shall be installed on the bottom of the aft door near the hinge.	M

#	Feature	Mandatory or Desired
Compartment #4 Curb Side Front		
40	<p>COMPARTMENT #4 – Inside/Outside Access</p> <p>Interior Dimensions – 22.875"W x 44"H x 32"D</p> <p>Doorway Dimensions – 25.75"W x 60.75"H</p> <p>Location – Curbside, forward</p> <p>Shelving – See interior Cabinet #16</p> <p>Door(s) – Single</p> <p>Light(s) – Two LED strip lights</p>	M
41	The compartment shall provide inside/outside access to Cabinet #16 and have a full-width stainless steel threshold on the floor-level shelf.	M
42	The two aftermarket Odyssey Group 31 batteries shall be installed in Compartment 4 on a 300lb battery tray with a locking right slide. The batteries shall be interconnected to ensure maximum cold cranking amps and reserve capacity are always available. Access to the battery compartment is to be separated and sealed from the upper cabinet.	M
Module Interior		
43	All interior hangers, supports, fasteners, latches, and hinges shall be of a near-flush-type design. The patient compartment shall be free of sharp projections. Exposed edges and corners must be broken with a radius or protected with 1" high-density foam covered with heavy-duty vinyl color-matched upholstery.	M
Upper Wall Covering		
44	The upper module interior walls shall consist of light gray, heavy-grade, 0.125" ABS vinyl panels attached to the wall structure with a closed-cell polyethylene foam tape coated on both sides with a permanent acrylic-based pressure-sensitive adhesive.	M
Headliner		
45	The headliner shall be 0.125" aluminum, which is sanded, etched, washed, primed, and coated with textured polyurea thermoplastic elastomer, and painted white with light gray splatter paint (G2-33631 Alt 2 / GLV-51748).	M

#	Feature	Mandatory or Desired
Head Pads & Cushions		
46	The upper module interior walls shall consist of light gray, heavy-grade, 0.125" ABS vinyl panels attached to the wall structure with a closed-cell polyethylene foam tape coated on both sides with a permanent acrylic-based pressure-sensitive adhesive.	M
Grab Rails		
47	One 90" L x 1.250" D yellow powder-coated grab rail with three support brackets shall be securely mounted to the roof structural framing running through the centerline.	M
Access Door Grabs Rails		
48	All access doors must be equipped with grab rails to facilitate entering and exiting.	M
IV Hangers		
49	Two ceiling-mounted Cast #IV2008 recessed IV hangers shall be installed: <ul style="list-style-type: none"> • One Streetside at the knee of the patient • One Curbside at the head of the patient Retention buttons shall be removed.	M
Cot Mount		
50	Include the infrastructure future owner purchase and installation of a Stryker Power-LOAD cot mount options: Including the following: <ul style="list-style-type: none"> • Installation of a 20-amp breaker and 10 ga. 12VDC power and ground, running from the electrical cabinet to the frame rail, terminating in a 36" capped and coiled pigtail forward of the rear axle. • Insulated floor tubes positioned to allow for a future 2.5"-wide slot for the Power-LOAD floor plate. • 3/8" reinforcing plates installed beneath each of the five attachment points for the Power-LOAD floor plate. • The Power-LOAD anchor assembly shall be installed to position the aft end of the cot 15" forward of the rear doors. 	M

#	Feature	Mandatory or Desired
Oxygen System		
51	The entire oxygen system is to be assembled with a certified oxygen hose (1000 PSI burst strength) and brass fittings, pressure-tested, and certified. The electric oxygen system shall be controlled through an electric solenoid with manual bypass, have an LED content display, and an audible low-pressure alarm. A 50 PSI regulator shall be included, and one oxygen tank wrench must be attached to the Compartment #3 wall with hook-and-loop tape.	M
52	Two Ohio-type outlets shall be installed: <ul style="list-style-type: none"> • One in Action Area #5 • One in the ceiling above the primary patient, streetside 	M
53	One recessed oxygen outlet with a 0-25LPM constant flow regulator with barbed outlet shall be installed in the ceiling with the dial facing forward, streetside-forward of the Ohio oxygen outlet.	M
54	A switch labeled "ELECT. O2" shall be installed on the Action Area attendant panel to turn the electric oxygen system on and off.	M
Suction System		
55	The unit shall have an electric pump as the source of suction, installed in HVAC cabinet, and be vented to the outside of the vehicle under the module body. The pump shall be controlled by an on and off switch labeled "SUCTION" on the attendant panel in Action Area #5.	M
56	A Rico #RS4X-1001B suction regulator and wall-mount bracket with a 1200cc Bemis disposable canister must be installed in a location to be determined at preconstruction.	M
Seatbelts		
57	Black DOT-certified seatbelts shall be installed at each seating position.	M
58	Three sets of two-point automatic locking retractor seatbelts shall be installed on the streetside squad bench, and two sets of two-point automatic locking retractor seatbelts shall be installed on the curbside squad bench.	M
59	One set of two-point automatic locking retractor seatbelts shall be installed on the airway seat/bench.	M

#	Feature	Mandatory or Desired
60	Additionally, a 144" three-point automatic locking retractor seatbelt shall be installed on the aft wall of the curbside squad bench, allowing the attendant to ride facing forward with their feet on the bench.	M
Module Insulation		
61	The module side, ends, roof, doors, and floor shall be insulated to enhance the interior environment and to restrict heat, cold, and external noise from entering the module. The insulation shall be a non-settling foam plank material of 1.5" or 0.75" thickness, depending upon location and available space.	M
62	Roof, doors, wall, and floor insulation shall be polyisocyanurate.	M
63	A 3" wide, 60-mil, closed-cell polyethylene foam tape shall be used as a thermal break on the inside surface of the roof and wall tubes.	M
Climate Control System		
64	The module HVAC system shall incorporate a combination heating/air conditioning unit with a capacity of 36,000 BTU/hr. heating and 32,000 BTU/hr. cooling capacity. The unit must have a 580 CFM fan and controls independent of the cab system. A 12 VDC booster pump shall be installed to optimize the module's heating capacity. A return air path with an open area equal to at least twice the blower outlet area shall be incorporated into the evaporator closeout.	M
65	The module system shall be controllable by a digital thermostat located on the street-side wall in the Action Area #5.	M
66	Four vents shall be installed in a vertical plenum on the aisle side of the right-front stack, evenly spaced.	M
Exhaust Fan		
67	A motor-powered exhaust vent with a chrome Perko cover shall be located in the streetside rear corner of the module. A switch labeled "VENT" shall be installed in the Action Area attendant panel to turn on/off the exhaust vent	M
No Smoking Signs		
68	Two "NO SMOKING/FASTEN SEATBELTS" signs shall be installed - one in the cab on the glove box door, and one in the module above the Action Area oxygen outlet.	M

#	Feature	Mandatory or Desired
White Marker Board		
69	<p>Three framed white marker boards shall be installed:</p> <ul style="list-style-type: none"> • One 30" x 43" as the streetside rear wall • One 28" x 52" as the curbside rear wall • One 30" x 8" as the face of the electrical cabinet 	M
Clock		
70	An atomic-controlled clock shall be installed centered on the head pad above the rear passage doors. The clock shall be an LCD display and show hours (12/24 selectable), minutes, seconds, date, day, and temperature. The clock is powered by two AA alkaline batteries.	M
Sharps Container		
71	Provide one 5 qt. sharps container, mounted in a stainless-steel bracket on the aft wall of the streetside bench	M
72	One customer-supplied medications container must be installed at customer inspection.	M
73	<p>One 6.9 Qt. sharps and one 7 Qt. waste container must be installed in the forward end of the curbside squad bench with a hinged polycarbonate flip-up lid with a finger hole. Two 7 qt. waste container shall be installed in the following locations:</p> <ul style="list-style-type: none"> • One stainless-steel bracket for a 7 qt. waste container shall be attached to the lower portion of the streetside wall, between Cabinet #8 and Cabinet #18. • One waste container shall be recessed in the driver's console 	M
Cool Cabinet		
74	A 12VDC Cool Cabinet must be installed as Cabinet #15. There must be vents to provide adequate air flow to the cooling coils. It must be wired to the shoreline or module power. A TS2 digital thermostat must be installed above the upper HVAC Vent.	M
Glove Butler		
75	Four bolt-on stainless-steel glove butlers shall be installed on the forward wall of the action area mounted to load glove boxes from the side installed as far outboard of the action area counter as possible. Gasket shall be installed between each box to prevent rattling.	M

#	Feature	Mandatory or Desired
Bench Restraint		
76	A net system is to be installed at the forward end of the curbside squad bench to prevent a person seated on the bench seat from sliding forward off the seat and into the front cabinetry during sudden braking. The net system must be constructed of black 2" webbing and must be easily detached for cleaning or replacement. Gasket tape must be installed on the back side of the buckles to prevent knocking.	M
Oxygen Bottle Storage		
77	One painted aluminum bracket for three "D" size cylinders with seatbelt straps shall be installed horizontally in the storage area of the curbside squad bench, mounted as far forward as possible.	M
78	A Ferno Model 521 oxygen cylinder holder shall be installed in the aft recessed portion of the stepwell at customer inspection.	M
Medications Safe		
79	Provide available options for medication safes.	D
Interior Cabinets		
80	Preferred to be formed of 0.090" aluminum and shall be securely welded or mounted to the structural framing. All interior adjustable shelves shall be mounted on a 1" wide aluminum track.	M
Final determinations on the exact cabinet configurations will be made during the pre-construction process. The following is for pricing purposes.		
Cabinet #1		
81	Dimensions – 34"W x 22.625"H x 15.75"D Location – Streetside, upper forward Shelving – One adjustable Door(s) – Top-hinged clear polycarbonate with a dual gas shock lift system, extruded aluminum door pull, and twist/slam latch	M
82	Hold the forward side of the polycarbonate door back so as not to hit the electrical cabinet knob and the white board.	M

#	Feature	Mandatory or Desired
83	One 120VAC GFCI duplex receptacle shall be installed on the back wall in the lower forward portion of the cabinet.	M
84	One 1" H black vinyl number corresponding to the cabinet number shall be installed on the bottom right corner of the cabinet.	M
Cabinet #2		
85	Dimensions – 37.5"W x 14.75"H x 15.75"D Location – Streetside, upper center Shelving – One adjustable Door(s) – Top-hinged clear polycarbonate with a dual gas shock lift system, extruded aluminum door pull, and twist/slam latch Lighting – LED under-cabinet strip light	M
86	The wall areas below Cabinet(s) 2 & 3 and #9 & 10 shall be illuminated with under-cabinet LED strip lighting. The streetside under-cabinet lighting shall be controlled by an on/off switch labeled "ATTENDANT LIGHT" in the streetside attendant panel, and the curbside under-cabinet lighting shall be controlled by an on/off switch labeled "ATTENDANT LIGHT" in the curbside attendant panel.	M
87	One 120VAC GFCI duplex receptacle shall be installed on the back wall in the lower forward portion of the cabinet.	M
88	One 1" H black vinyl number corresponding to the cabinet number shall be installed on the bottom right corner of the cabinet.	M
Cabinet #3		
89	Dimensions – 37.5"W x 14.75"H x 15.75"D Location – Streetside, upper rear Shelving – One adjustable Door(s) – Top-hinged clear polycarbonate with a dual gas shock lift system, extruded aluminum door pull, and twist and slam latch Lighting – LED under-cabinet strip light	M
90	Two 120VAC GFCI duplex receptacles shall be installed on the back wall, one in the lower forward portion and one in the lower aft portion of the cabinet.	M

#	Feature	Mandatory or Desired
91	Two Smith Works Floor Mount IV warmers shall be installed in the lower forward and lower aft corners and shall be plugged into the exposed 120VAC GFCI receptacles.	M
92	One 1”H black vinyl number corresponding to the cabinet number shall be installed on the bottom right corner of the cabinet.	M
Action Area Cabinet #4		
93	Dimensions – 24”W x 14.75”H x 15.75”D Location – Streetside, upper rear Shelving – None Door(s) – Top-hinged clear polycarbonate with a dual gas shock lift system, extruded aluminum door pull, and twist/slam latch	M
94	One 1”H black vinyl number corresponding to the cabinet number shall be installed on the bottom right corner of the cabinet.	M
95	A customer-supplied Motorola radio head and hand microphone must be installed in the action area.	M
Cabinet #5 Action Area		
96	Dimensions – 21”W x 36.75”H x 20”D Location – Streetside Shelving – None Door(s) – None	M
97	It must contain one attendant control panel, a Rico suction collector with a vacuum connection, one oxygen outlet, a digital thermostat, one 12VDC receptacle, one dual USB charging port, and one 120VAC GFCI receptacle.	M
98	The full-depth countertop shall be located below the action wall. The countertop must be one-piece 16-gauge 304 stainless steel with a 0.5” aluminum retaining lip.	M
99	There must be four stainless steel glove butlers provided and installed on the forward wall of the action area to load from the side. A gasket must be installed between each glove butler to prevent rattling.	M

#	Feature	Mandatory or Desired
Cabinet #6 Drawers		
100	Dimensions – 31.75"W x 26.50"H x 23.875"D Location – Streetside, forward center Critical Dimension* - be eight, 13.25"W(interior) x 5"H x 19"D metal drawers.	M
101	Each drawer shall operate on 18" slides rated at 300lbs. per set and must have a gas-shock hold-open/closed device to prevent the drawers from accidentally opening or closing during vehicle operation.	M
102	Drawers must be formed of 0.125" aluminum construction.	M
103	Each drawer shall have machine-stamped divider supports along the sides for at least four dividers, with four adjustable dividers provided with each drawer. *Interior of the drawer must have at least 13" at the narrowest point*	M
104	1" H black vinyl letters, "A" through "H" shall be installed left to right on the exterior of each drawer on the bottom, right corner.	M
Cabinet #7 Streetside Squad Bench		
105	Dimensions – Bench: 58.75"W x 18.75"H x 20"D Storage: 58.75"W x 7.625"H x 20"D Location – Streetside Shelving – None Door(s) – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl, shall provide access to the storage area. It must have a 1.5" overhang and an automatic hold-open device.	M
106	The squad bench back or head pads shall have high-density foam padding covered with seamless vinyl.	M
107	Three sets of two-point automatic locking retractor seatbelts shall be installed.	M
108	The seat base is to be formed from aluminum and securely anchored to the sub-floor.	M
109	The bottom and sides of the storage area must be sprayed with textured gray polyurea and painted white with gray splatter.	M

#	Feature	Mandatory or Desired
110	Provide a 5 qt. sharps container mounted on the aft wall with a stainless-steel bracket. The sharps container must be positioned so that it does not interfere with the bench lid when opened.	M
Cabinet #8 Inside/Outside		
111	Dimensions – 27"W x 22.25"H x 20"D Location – Under the action area Shelving – None Door(s) – 1.5" webbed net with three pallet-style buckles and footman loops, buckles installed on the aft side	M
112	Middle and lower buckles must be shifted 2" aft relative to the upper buckle in order to remain clear of the cabinet opening when the net is not buckled.	M
113	This cabinet shall provide inside and outside access to Compartment # 1.	M
114	Aluminum track must be installed on the forward and aft walls for possible future installation of an adjustable shelf.	M
115	A 1" x 1" stainless steel lip shall be installed as a fluid barrier with a rounded top.	M
116	A stainless-steel bracket for a 7qt. waste container shall be attached between cabinet #8 & #17.	M
Cabinet #9		
117	Dimensions – 27.25"W x 12"H x 11"D Location – Curbside, upper rear Shelving – One adjustable Door(s) – Top-hinged clear polycarbonate with a dual gas shock lift system, extruded aluminum door pull, and twist/slam latch Lighting – LED under-cabinet strip light	M
118	One 120VAC GFCI duplex receptacle must be installed on the back wall in the lower aft portion of the cabinet.	M
119	One 1" H black vinyl number corresponding to the cabinet number must be installed on the bottom right corner of the cabinet.	M

#	Feature	Mandatory or Desired
Cabinet #10		
120	Dimensions – 29"W x 12"H x 11"D Location – Curbside, upper rear Shelving – None Door(s) – Top-hinged clear polycarbonate with a dual gas shock lift system, extruded aluminum door pull, and twist/slam latch Lighting – LED under-cabinet strip light	M
121	This cabinet must be set up as a Pre-Pack Dispenser with seven adjustable dividers.	M
122	The outside edge of cabinet must have a stainless-steel ramp	M
123	Gray Matéflex must be installed on the cabinet floor.	M
124	The bottom front flange must be a 1" flange up with no return in order to provide a 0.25" lip above the mat.	M
125	One 1"H black vinyl number corresponding to the cabinet number must be installed on the bottom right corner of the cabinet.	M
Cabinet #11 Curbside Squad Bench		
126	Dimensions – Bench: 49"W x 18.75"H x 20"D Storage: 49"W x 7.625"H x 20"D Location – Curbside Shelving – None Door(s) – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl, shall provide access to the storage area. It must have a 1.5" overhang and an automatic hold-open device.	M
127	The squad bench back and/or head pads shall have high-density foam padding covered with seamless vinyl. The back pad must be held back to match the length of the seat cushion.	M
128	The seat base is to be formed from aluminum and securely anchored to the sub-floor. The bottom and sides of the storage area must be sprayed with textured polyurea and painted white with gray splatter.	M

#	Feature	Mandatory or Desired
129	Two sets of two-point automatic locking retractor seatbelts must be installed on the bench and set up for use with sit-up or stretcher patients.	M
130	One 144", 3-pt. seatbelt must be installed on the wall at the aft end of the curbside squad bench to allow the attendant to sit facing forward with their feet on the bench seat.	M
131	An upholstered Dove Gray vinyl door to access the oxygen cylinder must be installed on the aft wall.	M
132	One painted aluminum bracket with seatbelt straps for three D-size cylinders must be installed horizontally in the storage bench area.	M
133	A 2-switch attendant panel must be installed on the curbside wall.	M
134	An 18" yellow powder-coated grab bar must be installed on the wall at the forward end of the bench, on a painted aluminum angle so that the bar projects forward into the door opening.	M
135	A customer-supplied medications container must be installed at the customer's inspection.	M
136	A sharps and waste space sized for a 6.9 Qt sharps container and a 7 Qt waste container must be located at the forward end of the squad bench. The sharps and waste must be accessible and changeable through a hinged, clear polycarbonate flip-up lid with a finger hole.	M
137	A restraint net shall be installed at the forward end of the bench to prevent a person seated on the bench seat from traveling forward off the seat and into the front cabinetry due to sudden braking.	M
Cabinet #12 HVAC		
138	Dimensions – 35.75"W x 14.5"H x 23"D Location – Front, upper right Shelving – None Door(s) – None	M

#	Feature	Mandatory or Desired
139	This cabinet must house the heating and air conditioning unit. The suction pump must be installed in this cabinet.	M
140	One 1" H black vinyl number corresponding to the cabinet number must be installed on the bottom right corner of the cabinet.	M
Cabinet #13 Electrical Cabinet		
141	Dimensions – 30.125"W x 11"H x 10"D Location – Front, upper center Shelving – None Door(s) – Aluminum, hinged, swing-up door with a hold-open device, a quarter-turn black wing knob latch, and an automatic cabinet light	M
142	This cabinet must house the electrical module.	M
143	One maintenance-disable switch must be installed on the compressor.	M
144	The inverter status panel must be installed in this cabinet on an L bracket.	M
145	A framed white marker board must be installed on the cabinet's face.	M
146	An upholstery-covered pad must be installed below the electrical cabinet.	M
147	1" H black vinyl lettering must be installed in the bottom right corner: "ELECTRICAL 13."	M
Cabinet #14 Med Vault		
148	Dimensions – 12.625"W x 9.25"H x 10" D Location – Front, right Shelving – None Door(s) – None	M
149	This area must have a BNW-supplied CompX 300 series Narc Box.	M

#	Feature	Mandatory or Desired
Cabinet #15 Cool Cabinet		
150	Opening Dimensions – 12.625"W x 15.375"H x 12.625"D Interior Dimensions – 6.125"W x 9.125"H x 12.625"D Location – Front, right Shelving – None Door(s) – Side-hinged (outboard) painted aluminum door with a twist slam latch.	M
151	A digital thermostat must be installed above the upper HVAC Vent. (Section 5.17 related)	M
152	A painted to match interior aluminum 90-degree angle with black rubber bumper must be installed on the hinge side of the cool cabinet to ensure the door travel of the Cool Cabinet does not exceed 90 degrees.	M
Cabinet #16 Inside/Outside Access		
153	Dimensions – 26.25"W x 44.125"H x 23"D Location – Front, right lower Shelving – Two adjustable Door(s) – 1.5" webbed net with four pallet-style buckles and footman loops. Pallet buckles on the right	M
154	Must be accessible from the outside via external Compartment #4.	M
155	One 18"H yellow powder-coated grab bar must be installed on the curbside of this cabinet, angled, for use at the sliding door.	M
156	One 120 VAC GFCI duplex receptacle and one 12 VDC receptacle must be installed in the upper portion of the left wall facing the curbside. An access hole must be installed in the back-left corner of each shelf.	M
157	A stainless-steel ramp shall be installed on the floor level flange.	M
158	A vertical plenum must be installed to the aisle side of this cabinet with four adjustable HVAC vents installed on the aft face of the plenum.	M
159	One 1" H black vinyl number corresponding to the cabinet number must be installed on the bottom right corner of the cabinet.	M

#	Feature	Mandatory or Desired
Cabinet #17 Radio Cabinet/Airway Seat		
160	<p>Dimensions – Bench: 35.25"W x 17.75"H x 19"D Storage: 35.25"W x 12"H x 19"D Location – Front, center Shelving- None Door(s) – Hinged aluminum bench lid, with high-density foam padding covered with seamless vinyl, must provide access to the storage area. It shall have a 1.5" overhang and an automatic hold-open device. The pad must be removable.</p>	M
161	The bench back and head pads must be covered with high-density foam and sealed with seamless vinyl.	M
162	One set of two-point automatic locking retraction seatbelts must be installed on the bench.	M
163	The Bench base is to be formed from aluminum and securely anchored to the subfloor. The interior of the storage area must be painted with textured polyurea, and painted white with gray platter. There must be an access hole between the bench base and Compartment #1	M
164	The inverter must be installed in this cabinet. Precision-punched vents must be installed on the front of the bench, and a vented close-out must be installed on the left wall, venting into compartment #1 to provide adequate ventilation for the inverter.	M
165	There must be a 4-gang terminal strip installed and wired battery hot.	M
166	Two Blue Sea 6-position fuse blocks must be installed, one wired battery hot and one wired ignition hot.	M
167	The Firecom intercom controller shall be installed in this cabinet.	M
168	Antenna cables must terminate in this cabinet.	M
169	The left end of the bench lid must be shortened to prevent interference with the handles on the adjacent drawers.	M

#	Feature	Mandatory or Desired
Miscellaneous Body		
Placards		
170	<p>Five side-loading placard holders with placards shall be provided. Placard holders shall be made of formed stainless steel, approximately 7.375"H x 16"W, have left dimples, and hold placards made of 0.177" red acrylic.</p> <p>The placards shall be mounted:</p> <ul style="list-style-type: none"> – One on the streetside of the module, forward upper – One on the rear of the module, curbside upper – One on the curbside of the module, forward upper – One on the front of the module, streetside upper – One on the rear curbside passage door. Inside, upper. 	M

2.10 PAINT AND LETTERING

Paint Cab and Body		
Color Scheme to be finalized at pre-construction		
1	<p>Color Scheme</p> <p>Base Color: Race Red (G4-100871777)</p> <p>Chassis Color: OEM Race Red</p>	M
2	<p>Stripe #1</p> <p>Color: 3M Ruby Red #680-CR-82 & Yellow#680-CR-71</p> <p>Size: 6" H</p> <p>Style: Chevrons</p> <p>Material: Scotchlite</p> <p>Location: Rear of module, below the drip rail, stopping short of the outboard corner radius, above and outboard of rear passage doors, excludes doors.</p>	M
3	<p>All paint must have a high-quality finish for low maintenance, long life, and an attractive appearance. The finish must consist of a corrosion-resistant primer, a urethane high-build primer, and a high-performance, durable color coat.</p>	M

#	Feature	Mandatory or Desired
Compartments & Cabinetry		
4	All compartments and interior cabinetry must be sanded, etched, washed, primed, coated with textured polyurea finish, and painted white with light gray splatter paint.	M
5	All shelves and trays must be sanded, etched, washed, primed, and painted white with gray splatter paint.	M
Undercoating		
6	The undercoating is to be a quick-dry, rubberized, solvent-based black coating. The undercoating must resist both rust and abrasion, sealing out dust and moisture.	M
Lettering & Decals		
Lettering and decals to be finalized at pre-construction		
7	<p>Item #1 Lettering: Number or letters for all compartments and cabinets, with the exception of the Med vault, Cool Cabinet, Action Area, and both Squad benches The electrical cabinet must state "ELECTRICAL 13." The numbers shall correspond to the compartment and cabinet numbering. Drawers shall be lettered A through H, left to right</p> <p>Font: Arial Black Color: Black Size: 1"H Material: Vinyl Location: Lower right corner of doors/drawers</p>	M
8	<p>Streetside Item #S1 Decal: Custom Maltese cross Size: 18"W x 13.5"H Material: IJ680CR Location: Cab Door, centered</p>	M

#	Feature	Mandatory or Desired
9	Item #S2 Decal: Custom Maltese cross Size: 36"W x 27"H Material: IJ680CR Location: Compartment #2 door, upper	M
10	Item #S3 Lettering: "MEDIC ONE" Font: Egyptienne Bold Color: Gold Colored with 0.25" reflective black outline Size: 6"H Material: Vinyl Location: Centered, below module window	M
11	Rear Item #R1 Decal: Custom Maltese cross Size: 22.5"W x 17"H Material: IJ680CR Location: Centered on the rear passage doors, lower	M
12	Curbside Item #C1 Decal: Custom Maltese cross Size: 18"W x 13.5"H Material: IJ680CR Location: Cab Door, centered	M
13	Item #C2 Decal: Custom Maltese cross Size: 36"W x 27"H Material: IJ680CR Location: Compartment #3 door, upper	M

#	Feature	Mandatory or Desired
14	Item #C3 Lettering: "MEDIC ONE" Font: Egyptienne Bold Color: Gold Colored with 0.25" reflective black outline Size: 6"H Material: Vinyl Location: Lower right corner of doors/drawers	M
15	Front Item #F1 Decal: Custom Maltese cross Size: 15"W x 11.3"H Material: IJ680CR Location: Upper, streetside corner	M

2.11 ELECTRICAL SYSTEM

General Electrical System Requirements		
Low Voltage Systems		
1	As-built electrical system drawings and an apparatus-specific reference must be furnished in the final delivery manuals. These drawings must illustrate the electrical system broken down into separate functions or small groups of related functions.	M
2	Drawings must depict circuit numbers, electrical components, and connectors from beginning to end. A single drawing for all electrical circuits installed by the apparatus manufacturer must not be accepted.	M
3	The following specifications describe the low-voltage electrical system on the specified apparatus. The electrical system must include all panels, electrical components, switches, relays, wiring harnesses, and other necessary electrical components. The electrical equipment installed by the apparatus manufacturer must conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.	M

2.12 POWER CONTROL

#	Feature	Mandatory or Desired
Ignition Control		
1	Provide options for an anti-theft security system.	D
2	Chassis electrical circuits must be controlled by the OEM chassis manufacturer's ignition switch.	M
3	Chassis dome lighting, door chimes, and the OEM headlight switch must be disabled when the ignition is in the off position.	M

2.13 EMERGENCY WARNING DEVICES

#	Feature	Mandatory or Desired
Siren, Scene, and Emergency Lighting		
1	Provide options for siren, scene, and emergency lighting that meet NFPA requirements using the Whelan Core Controller system or equivalent.	D

2.14 CAB ELECTRICAL ACCESSORIES

#	Feature	Mandatory or Desired
Cab Dome Lights		
1	There must be one (1) red/clear dual LED dome light installed over the officer seating position, with a Red-Off-White switch labeled "MAP LIGHT" on the driver console.	M

2.15 COMMUNICATIONS EQUIPMENT

#	Feature	Mandatory or Desired
Intercom System		
1	Provide options for communications equipment.	D
2	Description: One Blue Sea 6-position Fuse block with cover wired Module Battery hot with a 50-amp manual reset circuit breaker. Location: Cabinet #17 and the circuit breaker in the electrical Cabinet #13.	M
Dispatch Radio		
3	One (1) customer-supplied Motorola model APX-8500 radio transceiver with two (2) remote heads, two (2) handheld microphones, and two (2) auxiliary speakers must be installed by the bidder.	M
4	One (1) remote head and one (1) auxiliary speaker must be located in the driver's console.	M
5	One (1) remote head and one (1) auxiliary speaker must be located in cabinet #4 in the action area.	M
6	All antennas, coax cables, electrical feeds, and related items for proper operation of the dispatch radio must be installed.	M
Mobile Router		
7	One (1) customer-supplied Sierra Wireless GX 440 Air Link mobile gateway router must be installed.	M
8	The router must be installed in cabinet #20.	M
9	A Cat6 communications cable must be installed from the router and terminate at the MDT mount located at the driver console.	M
10	One (1) customer-supplied GPS antenna for the router must be installed.	M

2.16 MISCELLANEOUS ELECTRICAL

#	Feature	Mandatory or Desired
Cameras: If not directly specified, please propose options.		
1	A back-up camera system must be installed, including two (2) surface-mounted cameras.	M
2	One (1) exterior camera must be mounted above the rear passage doors, providing a clear field of vision of the rear of the apparatus. A protective shroud must be installed over the system to protect the camera against damage.	M
3	One (1) interior camera must be mounted above the rear passage doors, providing a clear view of the patient and crew members located inside the apparatus.	M
4	One (1) dual-input rear-view mirror monitor with a 4.3-inch screen must be installed in place of the OEM rear-view mirror.	M
5	The rear backup camera must automatically display on the monitor when the vehicle is placed in reverse, and the cameras must be selectable from the mirror.	M
Back-up Alarm: If not directly specified, please propose options.		
6	An electronic back-up alarm with a minimum output level of 97 dB must be supplied.	M
7	The alarm must be wired into the chassis back-up lights to signal when the transmission is placed into reverse. There must be no disable switch.	M
Door Ajar Warning Light: If not directly specified, please propose options.		
8	There must be a Whelen #3SR00FRC red flasher light installed for warning the driver and officer of an open compartment, cab, or module passage door.	M
9	The light must be located in the cab centered overhead between the driver and officer seating positions.	M
10	An audible alarm must be mounted in the cab interior and wired into the door ajar or indicator.	M

#	Feature	Mandatory or Desired
11	The audible alarm and hazard warning light must activate when a cab door or compartment door is open, the parking brake is released, or the transmission is removed from park.	M
12	The audible alarm and hazard warning light must activate when the transmission is placed into gear and the parking brake is set.	M
Fluid Warmer: If not directly specified, please propose options.		
13	Two 120-volt AC Smithworks fluid warmers with acrylic surrounds and a 120-volt AC GFCI receptacle must be installed in cabinet #16.	M
14	The warmers must be thermostatically controlled at 95 to 105 degrees Fahrenheit. Space for ten (10) one-liter bags must be provided in each warmer with four-inch surrounds to contain the fluid bags.	M
Electric Door Locks: If not directly specified, please propose options.		
15	Electric door locks must be installed on all compartments and module entrance doors.	M
16	Two (2) lock and unlock switches must be installed in the module. One (1) switch must be installed on the rear curbside entrance door, and one (1) must be installed on the curbside entrance door.	M
17	The door locks for the cab and module must be interconnected to allow the doors to be locked/unlocked from either the cab or the module.	M
18	A hidden unlock switch must be installed behind the license plate on the rear of the apparatus.	M
19	The license plate must include an aluminum plate and stop to prevent damage to either the license plate or the switch.	M

2.17 LINE VOLTAGE SYSTEMS

#	Feature	Mandatory or Desired
1	<p>Install one new Leviton 15378 with gray cover and with a green indicator light on a stainless-steel plate on the driver's side of module.</p> <p>Transfer seven existing interior 120 VAC GFCI receptacles in the following locations:</p> <ul style="list-style-type: none"> • One in Compartment #1 • One in Cabinet #1 • One in Cabinet #2 • One in Cabinet #3 • One in Cabinet #5 • One in Cabinet #9 • One in Cabinet #16 <p>Install one new 120 VAC GFCI receptacle in Cabinet #3.</p> <p>Install a new power box in Compartment #1.</p> <p>Install circuit breakers for overcurrent protection and circuit isolation</p> <ul style="list-style-type: none"> • Inverter (20 amp) • Receptacles (15 amp) 	M
Battery Charger/Inverter		
2	A combination inverter and battery charger must be installed with an integral 50-amp battery charger.	M

2.18 APPROVAL DRAWING

A drawing of the proposed EMS Unit must be provided for approval before construction begins. This drawing must indicate the dimensions, location of the lights, siren, horns, compartments, major components, etc.

Any revisions to the drawing must be tracked to show any approved changes made to the original drawing. The finalized and approved drawing will incorporate all the changes and become part of the contract documents.

2.19 WARRANTY

At a minimum, the warranty will extend one year from its first in-service date.

2.20 WARRANTY SERVICE

To minimize long-term costs and downtime of the apparatus, it is desired that the manufacturer provide warranty and parts service within a 100-mile radius of the City of Everett.

2.21 INSPECTION AND ACCEPTANCE

The City of Everett will perform an inspection to confirm that all systems are functional before acceptance of the apparatus. The city reserves the right to inspect at any point in the manufacturing process.

2.22 OPERATIONS MANUALS

The manufacturer must supply, at the time of delivery, complete operation and maintenance manuals covering the apparatus as delivered. A manual must be provided for all major components, including the chassis and pumps.

2.23 CONTRACT CHANGES

The City of Everett reserves the right to make changes, additions to, or deductions from the scope of work, provided that they conform to the general scope listed in Section 2. The Supplier must not affect any change without the prior written approval of the City of Everett.

2.24 PRICING ADJUSTMENTS

Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price or cost analysis may be requested made on an annual basis after the initial Contract period. The Supplier shall supply documentation satisfactory to the City of Everett, such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published modification of price change(s).

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

The Supplier shall give the City of Everett Procurement Division ninety (90) calendar days' written notice prior to the effective date of the price increase. If the price increase request is not approved, the City may cancel by individual line item or contract.

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

2.25 PAYMENT

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

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

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

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

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

3.2 SELECTION PROCESS

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

3.3 CONTRACT AWARD AND EXECUTION

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

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

3.4 EVALUATION CRITERIA

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

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

3.5 DEMONSTRATIONS

The City of Everett may request demonstrations with the highest-ranked supplier(s). If requested, the demonstration's purpose will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for a conference call.

If selected for a demonstration, the supplier must demonstrate its ability to meet the City's needs through a thorough presentation of the product and its capabilities. The supplier may not include any functionality that is not in the current release of the software or has not been adopted by many of the supplier's customers.

DRAFT - NOT TO BE USED FOR BIDDING

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

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

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

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

4.2 SUGGESTED RESPONSE FORMAT

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

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

URGENT – SEALED PROPOSAL ENCLOSED

Do Not Delay – Deliver Immediately



City Clerk's Office
Attention: Procurement
2930 Wetmore Ave, Suite 1A
Everett, WA 98201

RFP Number: 2025-041
RFP Title: Type III Ambulance
Procurement Professional: Bert Cueva, CPPB
Supplier:

URGENT

URGENT

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2025-041 TYPE III AMBULANCE

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

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

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City’s request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

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

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

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2025-041 TYPE III AMBULANCE

Supplier Name: _____

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. Section A – Provide a firm fixed, not to exceed, lump sum amount.
3. Section B – Provide pricing for the desired features listed.
4. Section C – Clearly identify any additional features that would be an additional expense, and additional features and configurations.

A.	One – (1) Type III Ambulance	Firm Fixed, not to exceed price, including all the mandatory features.	\$ _____
Provide the percentage discount from the firm fixed price listed above for two ambulances _____%			
Provide the percentage discount from the firm fixed price listed above for three ambulances _____%			

B.	DESIRED APPARATUS FEATURES		
	<ul style="list-style-type: none"> • Provide the cost, if any, for each desired feature listed in Section 2 as well as pricing for options listed in the questionnaire. • If the price is zero, mark the cost as such. • If the desired feature is not available, note the price as not applicable. 		
	Additional Features or Configurations	Cost	
	Compartment #2 - Provide options for mounting two SCBA air packs and two spare bottles.	\$ _____	
	Options for medications safe.	\$ _____	
	City of Everett Logo and Lettering	\$ _____	
	Options for an anti-theft security system per Section 2.12.	\$ _____	
	Options for communications equipment.	\$ _____	

Options for siren, scene, and emergency lighting that meet NFPA requirements using the Whelan Core Controller system or equivalent.	\$
	\$
	\$
	\$
	\$

C.	Additional Features or Configurations	
	Provide the cost for features or configurations not provided in Section B.	
	Additional features or storage options (Questionnaire 2.E) and provide pricing for any extended warranty options (Questionnaire 2.K).	Cost
		\$
		\$
		\$
		\$
		\$

FORM 4.03 QUESTIONNAIRE

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

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe your experience producing the proposed Type III Ambulances for government agencies.
- D.** Discuss any impending changes in your organization that could impact the delivery and warranty of services.
- E.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** Describe the apparatus that your company is proposing. Describe how the features of the apparatus your company is proposing meet or exceed the mandatory features listed in Section 2.
- B.** Describe how your ambulance meets the current NFPA standards.
- C.** Provide an engine, transmission, and gear ratio performance report that details the performance of different engines and transmission options, such as a scan report. Include horsepower, acceleration, and torque.
- D.** Provide options for an anti-theft security system per Section 2.12.
- E.** Provide options for siren, scene, and emergency lighting that meet NFPA requirements using the Whelan Core Controller system or equivalent.
- F.** Provide options for communications equipment.
- G.** Provide a production timeline for this apparatus. Include dates and deliverables.
- H.** What is the wheelbase of the proposed vehicles?
- I.** Describe the warranty your company provides.
- J.** If the component warranty is longer than the manufacturer’s, which warranty will the manufacturer honor?
- K.** Who will provide warranty repairs? Where are they located?
- L.** Describe the repair and parts support that your company offers.
- M.** How does your company address repairs that cannot be completed on-site at the apparatus location?

3. Communication, Customer Services, and Training

- A.** Describe your response timeline to a warranty repair call.
- B.** Explain the process for inspection before acceptance and access during manufacturing that the City of Everett requires.
- C.** Describe any operation and training manuals your company will provide if awarded the bid.
- D.** Describe your delivery orientation and apparatus training. Include the orientation and training format, duration, and number of staff included. If the supplier has optional formats, include the cost in Part C of the Price Sheet.

4. Risk, Performance, and Quality Assurance

- A.** Has your company already produced the apparatus that is being proposed? How many of these apparatuses have been made thus far? Provide the name and contact information for up to five (5) of those customers.
- B.** Provide the name and contact information for up to five (5) customers for whom your company has provided the proposed apparatus. Include the following for each reference:
 - 1. Company name and complete address.
 - 2. Point of contact name, title, e-mail address, and phone number.
 - 3. Contract title, number, start, and completion dates.
 - 4. Contract description and order or service details.
- C.** Discuss any impending changes in your organization that could impact the delivery and warranty of services.
- D.** How long has your product been available commercially?
- E.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2025-041 TYPE III AMBULANCE**

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

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

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

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. and Title 2 CFR Part 180 are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

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

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

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

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

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

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

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

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

Lower Tier Participant: see “Supplier”.

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

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

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

Prime Contractor: see “Supplier”.

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

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

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

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

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

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

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

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.

DRAFT - NOT TO BE USED FOR BIDDING

Project title: EPMA Collective Bargaining Agreement**Council Bill #** *interoffice use***Agenda dates requested:**

Briefing
 Proposed action
 Consent 3/11/26
 Action
 Ordinance
 Public hearing
 Yes No

Budget amendment:
 Yes No

PowerPoint presentation:
 Yes No

Attachments:
 2026-2028 EPMA CBA

Department(s) involved:
 Human Resources
 Police

Contact person:
 Kandy Bartlett

Phone number:
 425-257-8767

Email:
 kbartlett@everettwa.gov

Initialed by:
KB
 Department head

Administration

Council President

Project: EPMA Collective Bargaining Agreement**Partner/Supplier:** Everett Police Officers Association**Location:** NA**Preceding action:** NA**Fund:** 031**Fiscal summary statement:**

The City budget allocated funds for the anticipated Everett Police Management Association contract settlement. A budget amendment is not anticipated.

Project summary statement:

The proposed EPMA collective bargaining agreement covers 11 employees and aligns its core economic terms with the recently negotiated EPOA contract, approved by City Council on January 7. The contract also addresses ongoing compression between the Police Sergeant and Police Lieutenant classifications. These adjustments are intended to strengthen the City's ability to recruit and retain qualified police management personnel, maintain internal pay equity, and support organizational stability. EPMA members voted and approved the agreement terms. Highlights of the successor agreement include:

- 3-year contract
- Wage adjustments:
 - 2026 – 3.75% Wage Adjustment (EPOA Adj) plus 1.5% Market Adjustment
 - 2027 – 4% Wage Adjustment
 - 2028 – 3.75% Wage Adjustment
- Change longevity premium to percentage based on years of service
- Increase deferred compensation to 6% (in lieu of Social Security and consistent with comparable police departments)
- Add specialty pay (2%) for SWAT Lieutenant and 1% for Investigations Lieutenant and Captain.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Collective Bargaining Agreement between the City and the Everett Police Management Association.

2026-2028

LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

EVERETT POLICE MANAGEMENT ASSOCIATION

INDEX

ARTICLE 1 - AGREEMENT.....	3
ARTICLE 2 - PURPOSE	4
ARTICLE 3 - RECOGNITION	5
ARTICLE 4 - ASSOCIATION SECURITY.....	6
ARTICLE 5 - DUES CHECK OFF.....	7
ARTICLE 6 - MANAGEMENT RIGHTS	8
ARTICLE 7 - POLICY CHANGES	10
ARTICLE 8 - INTERNAL INVESTIGATIONS	11
ARTICLE 9 - GRIEVANCES	14
ARTICLE 10 - ASSOCIATION LEAVE.....	16
ARTICLE 11 - SALARY SCHEDULE	18
ARTICLE 12 - CLOTHING ALLOWANCE	20
ARTICLE 13 - HOURS.....	21
ARTICLE 14 - WORK IN HIGHER CLASSIFICATION	22
ARTICLE 15 - HOLIDAYS.....	23
ARTICLE 16 - VACATIONS	26
ARTICLE 17 - SICK LEAVE	27
ARTICLE 18 - FUNERAL LEAVE	28
ARTICLE 19 - INSURANCE BENEFITS.....	29
ARTICLE 20 - DEFENSE AND INDEMNIFICATION.....	31
ARTICLE 21 - VACANCIES AND PROMOTIONS	32
ARTICLE 22 - SENIORITY LIST AND ANNIVERSARY DATE.....	33
ARTICLE 23 - LAYOFF.....	34
ARTICLE 24 - VEHICLES	35
ARTICLE 25 - SEVERABILITY	36
ARTICLE 26 - DURATION.....	37

ARTICLE 1 - AGREEMENT

1.1 General.

- 1.1.1 The covenants contained herein constitute an agreement between the Everett Police Management Association, hereinafter referred to as EPMA, and the City of Everett, hereinafter referred to as the CITY, governing wages, hours and working conditions of employment for employees within EPMA's bargaining unit
- 1.1.2 The parties recognize that the first Labor Agreement introduced significant changes in wages, hours, and working conditions for members of the EPMA unit. In particular, the Agreement intends to reflect the status and responsibilities of Captains and Lieutenants as key members of the Police Department's management team. This Agreement accordingly proceeds from the philosophy of compensating members of management primarily on the basis of monthly salary as opposed to supplemental pay items. To that goal, the initial Agreement eliminated or reduced supplemental pay items (notably college incentive pay, holiday pay, and overtime pay) in deference to more substantial monthly salaries.

ARTICLE 2 - PURPOSE

2.1 General.

- 2.1.1 The purpose of this Agreement is to increase the general effectiveness of the Police Department and to maintain harmonious relations between the City and members of the EPMA bargaining unit, and, further, to promote the morale and protect the rights and privileges, well-being and security of EPMA unit members. To accomplish the foregoing, the parties agree to the following articles.

ARTICLE 3 - RECOGNITION

3.1 Sole Bargaining Agent.

- 3.1.1 The City recognizes EPMA as the sole bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for Lieutenants and Captains of the Everett Police Department, excluding the Chief of Police, Deputy Chiefs, appointive officers, and all other employees.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Association.

- 4.1.1 Upon promotion, all employees covered by this Agreement may become members of EPMA. The City agrees to deduct the specified amount of Union dues and initiation fees each pay period as directed by each employee and the Union. The City shall remit the total amount of Union deductions for all EPMA bargaining unit members to the bank account(s) specified by the Treasurer of EPMA. Provided, however, in order to comply with the United States Supreme Court's decision in Janus v. AFSCME, the City will not make any deduction from any employee's pay for Union dues without written documentation evidencing the employee's free and voluntary consent for said deduction.

ARTICLE 5 - DUES CHECK OFF

5.1 General.

- 5.1.1 Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct EPMA dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to EPMA. If the employee is on workers compensation, voluntary deductions might not be completely funded.
- 5.1.2 Payroll deduction errors shall be adjusted within 30 days after they become known and EPMA, any employee, or the City shall refund to the other any amounts paid, received, or withheld in error.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 General.

6.1.1 Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein the term "rights of management" includes:

1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
2. The right to assign working hours to employees, including overtime.
3. The right to establish, modify, or change work schedules for each individual member.
4. The right to assign shifts and work locations and revise shift schedules for each employee.
5. The right to direct employees of the Police Department, including the right to hire, promote, transfer, discipline, or discharge employees.
6. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and ranks based on duties assigned.
7. The selection, promotion, or transfer of police officers to supervisory or other managerial positions.
8. The allocation and assignment of work to officers within the Police Department.
9. The determination of policy affecting selection or training of police officers.
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week for each employee.
11. The establishment, modification, and enforcement of Police Department rules, regulations and orders.
12. The transfer of work from one position to another within the uniform classified service of the Police Department.
13. The introduction of new, improved, or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.
14. The right to determine the need for additional educational courses, training programs, on-the-job training, class training, and to assign employees to such duties for periods to be determined by the City.

15. The determination of the number of ranks and the number of employees within each rank.
16. The determination of the amount of supervision necessary.
17. The right to change any policy, procedure¹ or practice unless specifically limited by this Agreement.
18. The City may place employees on administrative leave in an off-duty capacity during times they would otherwise be scheduled to be on-duty, including, but not limited to, during investigations or fitness for duty examinations. If the City decides to place an employee on administrative leave, the leave shall be paid and the employee shall earn the same pay they would have received if they were on-duty, including any specialty or other premiums. Employees who are on paid administrative leave must be available during their regular work schedule but are not subject to callout shifts.

ARTICLE 7 - POLICY CHANGES

7.1 Notification.

- 7.1.1 The City agrees that there will be no changes in policy affecting employees without notifying EPMA in writing. This notification is to take place at least five working days prior to implementation, unless an emergency should exist.

ARTICLE 8 - INTERNAL INVESTIGATIONS

- 8.1.1 Any Association member who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:
- 8.1.1.1 Members shall be notified, in writing, that they have become the subject of an internal investigation and of the allegations. Except that such notification may not occur when, in the opinion of the Chief of Police or designee, such notification would clearly tend to impair and/or impede a thorough, fair, and factual investigation of a particular complaint.
- 8.1.1.2 At a reasonable time prior to any investigatory interview, and with not less than 48 hours notice, the member will be informed in writing of the nature of the allegations, potential policy violations, and the information the City relied upon in making the decision to conduct an investigation. This information is intended to provide the member with a summary of what was relied upon to conduct the investigation, and does not include every piece of crucial information, which may be relied upon to conduct a thorough investigation. The summary will include, at a minimum, an overview of the information received that led to the decision to begin an internal investigation. If information needs to be withheld from the summary (for investigatory purposes), an explanation of why that information was withheld shall be provided to the member and the Association in the notification.
- The member shall be afforded the opportunity to consult with an Association representative. The member shall be allowed a reasonable amount of time to secure the presence of an Association representative and to have an Association representative present during the interview, so long as the delay shall not unduly obstruct the City's ability to conduct its investigation. The City will work collaboratively with the Association in scheduling the interview. The goal is to hold the interview as soon as possible, and no later than ten (10) working days of notification of the interview. The Association representative will not unduly interfere in the interview. These restrictions on the Association's representative's role in no way limit the Association's right to otherwise fully represent a member during the interview (which includes, asking questions or seeking clarification). During the interview, the Association representative may present information to the City at the conclusion of questioning.
- 8.1.1.3 To the extent reasonably possible, interviews shall take place at Police Department or City facilities.
- 8.1.1.4 The City shall make a reasonable good faith effort to conduct these interviews during the member's regularly scheduled shift or normal business hours, except for emergencies or where interviews can be conducted by telephone. When a member is working on the night shift, the interview can be scheduled contiguously to the member's shift.
- 8.1.1.5 The members are required to provide statements and answer all questions during an internal investigation. A member will only be required to provide

statements and answer questions pursuant to an internal investigation only after the member's statement has been compelled. In such instances, the member will be advised that compelled statements cannot be used in subsequent criminal proceedings. In cases where another member is being investigated, witness and other officers will provide statements as required by policy.

8.1.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the member about information which is developed during the course of the interview. All interview attendees shall remain professional, the interview shall be reasonable in length, and the employee shall be entitled to reasonable breaks.

8.1.1.7 If the City records the interview, a copy of the recording of the complete interview of the member shall be furnished, upon request, to the member. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the City, the member shall be given a complimentary copy thereof. The Association shall be allowed to record the interview and will provide a copy of the recording to the City. If the Association transcribes the interview, the transcription shall be provided to the City.

8.1.1.8 Investigations shall be completed within 120 days from the date the employee receives notification of the initiation of an internal investigation, provided that internal investigations may be extended for reasonable circumstances. For purposes of calculating the 120 days, an internal investigation shall be deemed complete on the date that the assigned investigator forwards the results of the investigation to the Chief. The Association will be notified when the investigation has been forwarded to the Chief for review.

If an extension is needed, the City shall notify the Association in writing of the need and basis for the extension. An extension on this basis shall only be for such time necessary to complete additional investigation but no more than thirty (30) additional days at a time without additional notification.

Internal investigations may also be extended, upon agreement by the Association, if the Chief requests further investigation.

In the event an internal investigation has identified potential criminal conduct, the Chief or designee may suspend the internal investigation pending the outcome of the investigation and judicial process. The employee and the Association will be notified if an investigation is suspended, and the suspension will stop all time clocks relating to the investigation. The employee and the Association will be notified when the City resumes the investigation.

Compliance with this Section is required if findings are to be entered or discipline is to be imposed.

8.1.1.9 After an investigation is completed, the member and the Association shall

be advised of the results of the investigation and any further action to be taken on the incident and, in cases where discipline is contemplated, the member's right to a pre-disciplinary hearing prior to the imposition of final discipline.

- 8.1.2 Within a reasonable period after the conclusion of the investigation, and at least fourteen (14) days prior to a pre-disciplinary hearing, the employee and the Association will be furnished with a complete copy of the City's investigation file, unless limited by law. The City and Association will work collaboratively in scheduling the pre-disciplinary hearing for a mutually agreeable time.
- 8.1.3 This article shall not apply to investigations of criminal conduct by the member unless the City has informed the member that the member's statements shall not be used in any criminal proceedings.

ARTICLE 9 - GRIEVANCES

9.1 Definition.

- 9.1.1 Grievance is defined as an alleged violation, misinterpretation, misrepresentation! or misapplication of the terms of this Agreement. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, section of the Agreement violated, and remedy sought.
- 9.1.2 Time periods between grievance steps may be extended by written mutual agreement of both parties.

9.2 Procedure.

- 9.2.1 An employee, group of employees or the EPMA may present a grievance in writing to the Chief or designee within 20 working days of the alleged grievance.
 - 9.2.1.1 Working days will be defined as those days Monday through Friday, inclusive, and will not count officially recognized holidays.
- 9.2.2 EPMA shall be the exclusive representative of any aggrieved employee. Pursuit of any and all grievances shall be determined exclusively by EPMA in conjunction with the procedures established in this Agreement. Any decision by EPMA to terminate the pursuit of a grievance shall be final and binding upon the aggrieved employee; provided that nothing herein shall be construed so as to limit an employee's right to resolve employment issues in accordance with RCW 41.56.080.

9.3 Responses and Time Limits.

- 9.3.1 The Chief of Police or designee shall respond to the grievance within 10 working days. Upon the completion of this timeframe, if the issue has not been resolved, EPMA shall have 10 working days to submit the grievance to the Mayor or designee.
- 9.3.2 The Mayor or designee shall respond to the grievance within 15 working days. If EPMA elects to arbitrate, EPMA shall give written notice to the City of its intent to arbitrate within 20 working days of the Mayor or designee's response.
- 9.3.3 Whenever the employer fails to respond within the time limits set forth in this article, the grievance will automatically advance to the next step. Only the signatory parties may submit grievances to arbitration.

9.4 Arbitration of Grievances.

- 9.4.1 The parties shall utilize a single mutually agreed upon arbitrator for the arbitration of grievances under Article 9. In the event that the parties are unable to agree upon an arbitrator, they shall submit a joint request to the Federal Mediation and Conciliation Service for a listing of nine professional arbiters whose principal residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and EPMA representatives will take turns striking names off the list until only one person remains on the list. A coin flip shall determine whether the City representative or EPMA

representative will strike the first name on the list. The arbitrator shall observe the timeframes provided within the Rules for Voluntary Arbitration of the American Arbitration Association. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and EPMA agree that the decision of the arbitrator shall be final and binding upon both parties.

9.4.2 The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

9.4.3 All time limits in this procedure shall be the maximum.

ARTICLE 10 - ASSOCIATION LEAVE

10.1 City Leave Bank for Association Business.

- 10.1.1 The City agrees to allow up to 100 working hours with pay each calendar year for Association officials or duly appointed representatives to conduct matters that directly involve the administration of the Agreement. Examples of activities include labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement, adjustments in working rules and/or resolutions of new problems. Pay for individuals using city union official's time off will be calculated at straight time.
- 10.1.2 Attendance by individual officers at meetings by the express request of the City will not be counted toward the allowable 100 hours, but will be paid as regular work hours if the officer is on duty.
- 10.1.3 Up to three (3) members of the Association will be released, if working, for all meetings between the Association and City for the purpose of negotiating the terms of the contract. The three (3) members will not have to charge against a bank. Any additional team members, if working, would charge against the Association bank. All release time must be in compliance with 10.3.1.

10.2 Association Leave

- 10.2.1 The City also agrees to allow Union officials or duly appointed representatives to attend union labor conferences or union business not related to the administration of the Collective Bargaining Agreement without pay but with full benefits. Time off for union labor conferences or Union business not related to the administration of the Collective Bargaining Agreement shall not exceed three days for a single function.

Examples of union business not related to the administration of the Collective Bargaining Agreement include labor-related conferences, training related to union business and attendance at union functions/events. WACOPS functions must be approved by Chief or designee, or leave will be subject to this article.

10.3 Leave Request

- 10.3.1 Association leave with or without pay will be granted if:
 - A. The City is able to properly staff the employee's job duties during the time off;
 - B. The wage cost to the City is no greater than the cost that would have been incurred had the EPMA officer not taken time off; and
 - C. The request for time off is made in writing to the Chief of Police, and approved by the EPMA President, or his/her designee at least five (5) working days prior to the requested time off. Provided, however, for emergent situations related to the administration of the Collective Bargaining Agreement for which it is not possible to provide 5 working days' notice, the EPMA shall provide the required notice as

soon as possible. Examples of such emergent situations" include: Weingarten investigatory meetings, representation at interviews scheduled with less than 5 days' notice, and other events which require EPMA representation and which are scheduled by the City, outside investigating agencies, etc. with less than 5 days' notice.

ARTICLE 11 - SALARY SCHEDULE

11.1 2026 Salary Schedule.

11.1.1 In order to maintain the differential between an EPOA Sergeant and an EPMA member (see Appendix A), Effective January 1, 2026, the 2025 salary schedule for EPMA members shall be increased by 3.75%. In addition, EPMA members will receive a one-time market adjustment of 1.5% (calculated after the 3.75% is added to salary)

Classification <u>Title</u>	Range <u>No.</u>	Monthly <u>Salary</u>
Lieutenant	03-013	16,251
Captain	03-014	17,464

11.2 2027 Salary Schedule.

11.2.1 Effective January 1, 2027, the 2026 salary schedule for EPMA members shall be increased by 4.0%.

Classification <u>Title</u>	Range <u>No.</u>	Monthly <u>Salary</u>
Lieutenant	03-013	16,901
Captain	03-014	18,163

11.3 2025 Salary Schedule.

11.3.1 Effective January 1, 2028 the 2027 salary schedule for EPMA members shall be increased by 3.75%.

Classification <u>Title</u>	Range <u>No.</u>	Monthly <u>Salary</u>
Lieutenant	03-013	17,535
Captain	03-014	18,844

11.4 Longevity.

11.4.1 Longevity will be based upon time as a commissioned Peace Officer. Increase will be calculated using EPMA employee's base salary:

After the completion of 12 years:	2%
After the completion of 16 years:	3%
After the completion of 20 years:	4%
After the completion of 24 years:	5%
After the completion of 28 years:	5%

11.5 Deferred Compensation.

11.5.1 The City will contribute into the City-sponsored Section 457 Deferred Compensation Program 6.0% of the respective Lieutenant and Captain base monthly salary as stated in Article 11.

The deferred compensation is separate pay and is not part of the base monthly salary as codified in the City of Everett Basic Salary Schedule Ordinance. The provision is subject to the City's deferred compensation rules and regulations adopted by City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law. Per RCW 41.26.030, employees in a leave without pay status will not be considered as receiving basic salary and will not be eligible for a contribution to their Section 457 deferred contribution program.

Employees who exceed the IRS annual contribution maximum prior to the final contribution in the last pay period of the year will forfeit any City contribution that exceeds the allowable contribution maximum prior to year end.

New employees will begin receiving the pre-taxed deferred earned compensation in the pay period following enrollment process completion

The Association members may choose to contribute additional amounts to the foregoing Section 457 Deferred Compensation Program, up to the amount allowed by the applicable IRS rules (provided, however, that the City's contribution obligation shall be limited to 6% of the appropriate base monthly salary).

11.6 Specialty Pay.

S.W.A.T. Lieutenant shall receive 2% of base salary.

Investigations Lieutenant and the Investigations Captain 1% of base pay.

ARTICLE 12 - CLOTHING ALLOWANCE

12.1 General.

- 12.1.1 The Police Department will initially purchase and thereafter replace the following items of clothing:

Class B working uniforms required under regulations. Replacement(s) will be made at the request of the employee to the City. Items furnished will include helmets, hard equipment and any specialized police equipment or clothing as required by the Chief of Police.

When required, dress uniforms will be furnished by the City.

- 12.1.2 Employees already in the EPMA on the first day of the calendar year will receive \$680 for the purchase of clothing and/or equipment approved by the Chief of Police. This contribution will be paid in the second paycheck of the year. Employees who join the EPMA later in the year, will receive their \$680 clothing contribution on their first paycheck as an EPMA member, unless they had already received the payment in the calendar year under the EPOA contract. If the employee leaves during the year, the employee will be responsible to pay back 1/12th of the contribution amount for every full month not actively employed with the City.
- 12.1.3 The City will provide contract cleaning with a local dry-cleaning facility and provide uniform cleaning for employees. The Chief of Police may set policy to establish what is considered reasonable use.
- 12.1.4 Employees already in the EPMA on the first day of the calendar year will receive a \$300 shoe contribution on their second paycheck of the year. Employees who join the EPMA later in the year will receive their \$300 shoe contribution on their first paycheck as an EPMA member unless they already received the payment in the calendar year under the EPOA contract. If the employee leaves during the year, the employee will be responsible to pay back 1/12th of the contribution amount for every full month not actively employed with the City.

ARTICLE 13 - HOURS

13.1 Hours of Duty.

- 13.1.1 The normal work week shall be forty (40) hours of work for Lieutenants and Captains.
- 13.1.2 The regularly scheduled work shift shall not be less than eight hours in length nor more than 12 hours in length, including roll call, lunch, and other necessary tasks associated with the position.
- 13.1.3 Captains and Lieutenants may change shifts with any other officer of the same rank who is agreeable to the change, providing that all shift changes must be approved by each division head affected and that the best interests of the Police Department and, thereby, the best interests of the citizens of Everett are ensured. All changes are subject to approval of the Chief of Police or designee.
- 13.1.4 Lieutenants and Captains assigned to regular shifts shall be given five days written notice before reassignment to a different regular shift. This section shall not limit the authority of the Chief of Police or designee to assign employees outside their regular shift hours (e.g., for training, community meetings, staff meetings, or in case of emergencies) and to make short term adjustments to employees' work schedules to accommodate such assignments.

13.2 Lieutenants and Captains.

- 13.2.1 Lieutenants and Captains are exempt executive and/or administrative employees and hence do not receive overtime pay.
- 13.2.2 If a Lieutenant or Captain is required to work more than 40 hours in a given week, the Lieutenant or Captain will be granted compensatory time on an hour-for-hour basis for hours over 40. The maximum accumulation of compensatory time is 120 hours. At separation of employment any unused compensatory hours accumulated by the lieutenant or captain (to a maximum of 80 hours) will be paid at the separating employee's current hourly rate. This payment will be deposited directly into the members VEBA account by the city in lieu of being paid to the employee directly.
- 13.2.3 Employees may cashout to their VEBA part or all of their earned compensatory time during the pay period that includes December 25th of any given year.

ARTICLE 14 - WORK IN HIGHER CLASSIFICATION

14.1 Temporary assignment.

14.4.1 Any employee who is temporarily assigned by the Chief of Police or a designated departmental officer to accept the full duty and responsibility of a rank higher than his/her current regular classification for a period of one full workday or more shall be paid at the rate of the higher rank beginning with the first full workday in his/her temporary assignment until returned to work in his/her regular classification.

14.1.2 This includes deferred compensation contributions which will be paid at the rate commensurate to the position (acting or permanent) the employee is currently working.

ARTICLE 15 - HOLIDAYS

15.1 Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Two Floating Holidays

Section 15.2 Holiday Pay

Employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment or another administrative process by December 1st of each year for the following years' time. Employees who join EPMA any time from January 2nd through November 30th will have a choice of either Options A or B for the year they are promoted. Employees that are promoted in the month of December will default to Option A for the remainder of the year in which they are promoted and will have the options of A, or B for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year. The two options are listed below.

15.2.A. Employees will earn holiday time at a rate of 10 hours per the 11 City holidays as indicated in section 15.1. Holiday time is not to be considered time off work but will be payable on the holiday itself. This is the default for all employees who do not declare the option outlined in Section 15.2 by December 1st of the prior year or within 30 days of being hired or promoted. If the employee separates during the year they will not be entitled to any paid holidays past the separation date.

Option A: Employees who declare Option A within 30 days of being hired or promoted will earn 10 hours of holiday pay for each holiday that follows their date of promotion/hire. Employees promoted or hired after December 1st; the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to section 15.2.B.

If there are extenuating circumstances {such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee's request to change their election to personal leave as stated in section 15.2.8 on a prorated basis.

Option B: On January 1st, earn 110 hours of personal leave for use throughout the calendar year. Those who are employed in EPMA as of January 1 each year and have elected to receive personal leave by December 1 of the year prior, will receive 110 hours of personal leave for use throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the last pay period of the year subject to the reporting rules under the Department of Retirement Systems.

For employees employed in EPMA after January 1st of each year and elect to receive personal leave, leave time will be pro-rated as follows:

Month of Promotion	Prorated Personal Leave
January	110
February¹ March, & April	90
May	80
June	70
July & August	60
September & October	50
November	40

Upon Separation of employment prior to December 1st, the member will be cashed out based on completed months of service in that calendar year. A full month of service is defined as having worked hours on the last day an employee is scheduled to work that month.

At the time of separation, payroll will review the utilization per the payback schedule below:

Month of Separation	Maximum Time Allowed to be Used	Amount to be Withheld/Re aid at Separation
January	20	90
February, March, & April	30	80
May	40	70
June	50	60
July & August	60	50
September & October	70	40
November	80	10
December	110	0

15.2.B Independence Day

Employees may only use existing leave banks to take the Fourth of July holiday off with the approval of a Deputy Chief or the Chief of Police.

Employees working the Fourth of July will choose from one of the following options:

Option A:

Workweek Requirement

During any pay period in which the Fourth of July holiday occurs, employees shall adjust their schedules so that they work a total of eighty (80) hours, inclusive of the Fourth of July.

Holiday Compensation

Employees who work on the Fourth of July shall receive compensatory time at the rate of one and one-half (1.5) times the number of hours worked on the holiday.

Example: An employee who works ten (10) hours on the Fourth of July will receive fifteen (15) hours of compensatory time, resulting in a total of ninety-five (95) compensated hours for the pay period (eighty (80) hours of regular pay plus fifteen (15) hours of compensatory time).

Work Beyond Scheduled Shift

Employees who work more than their scheduled hours on the Fourth of July shall receive compensatory time at the rate of two and one-half (2.5) times the hours worked beyond the scheduled shift.

Option B:

Workweek Requirement

During any pay period in which the Fourth of July holiday occurs, employees shall work their regular schedule.

Holiday Compensation

Employees who work on the Fourth of July shall receive compensatory time at the rate of one and one-half (1.5) times the number of hours worked on the holiday.

Example:

An employee who works their regular schedule of eighty (80) hours during the pay period and then works ten (10) additional hours on the Fourth of July will receive fifteen (15) hours of compensatory time, resulting in a total of ninety-five (95) compensated hours for the pay period (eighty (80) hours of regular pay plus fifteen (15) hours of compensatory time).

Regardless of the number of hours worked on the Fourth of July, employees shall receive compensatory time at the rate of one and one-half (1.5) times the hours worked.

ARTICLE 16 - VACATIONS

16.1 General.

16.1.1 Vacations shall be considered as regular employment. An annual vacation is of benefit to employees and to the City and all employees should be required to take an annual vacation.

16.1.2 All employees shall accrue vacation credit for each month of continuous service as shown below:

<u>VACATION CREDIT ACCRUED</u>	<u>Hours Per Month</u>	<u>Hours Per Year</u>
8th and 9th Years	13.333	160
10th through 14th Years	14.000	168
15th through 19th Years	15.333	184
20th through 24th Years	16.667	200
25th through 27 years	18.667	224
28 th year and beyond	20.000	240

16.1.3 No vacation accrual will be allowed in excess of two full years earned vacation, except when the employee is on workers compensation. For purposes of this section, vacation accrual will be reported on a regular basis to the employee. Under special circumstances, the Mayor in writing may authorize accumulation of more leave. Otherwise, time not taken which causes accrual beyond two full years earned vacation will be lost to the employee.

16.1.4 At separation of employment any unused vacation hours accumulated by the lieutenant or captain under the provisions of 16.1.3 will be paid at the separating employee's current hourly rate. This payment will be deposited directly into the members VEBA account by the City in lieu of being paid to the employee directly.

16.1.5 Upon death of the employee, the city shall pay the beneficiary 100% of the value of the employee's existing vacation bank.

ARTICLE 17 - SICK LEAVE

17.1 Accrual.

17.1.1 Employees shall accrue six (6) hours of sick leave per pay period, and in no instance shall an employee receive less than one hour of paid sick leave for every 40 hours worked in accordance with state law. Employees that have reached their contractual bank maximum accrual of 1040 hours will continue to accrue 1 hour of sick leave for every 40 hours worked in accordance with state law. Employees at year end shall be allowed to carry over a maximum of 1040 hours. Any excess hours beyond 1040 will be contributed to the employee's HRA/VEBA account to maximum of 40 hours in accordance with Washington Paid Sick Leave, using the employee's hourly rate on December 31st. The Maximum cash-out at separation of employment shall not exceed 572 hours (55% of 1040 hours). Sick leave shall be administered in accordance with Washington Paid Sick Leave RCW. 49.46.210 and WAC 296-128-600 through 296-128-770.

17.2 Licensed Health Care Provider's Certification

Employees that are absent for more than three consecutive days or shifts are required to submit a leave request to Human Resources. Documentation from a medical provider may be required when an employee uses three or more consecutive workdays or shifts of sick leave. In the event documentation is required, an employee must provide the verification within 15 calendar days of the request.

17.4. Sick Leave Accrual Incentive.

17.4.1 Upon retirement as defined by the Department of Retirement Systems, employees will receive an amount equal to fifty-five percent (55%) of the value of their then existing sick leave accrual balances up to a maximum of 572 hours. This amount will be deposited into the employee's VEBA account the pay day following the employee's separation.

17.4.2 The City shall pay the beneficiary one hundred percent (100%) of the value of the employee's existing sick leave accrual balances (up to the 1040 hour maximum allowed in a sick leave bank) upon death.

17.5 No COVID-19 Mandate

The City of Everett will not mandate a COVID-19 vaccine for employees covered by this bargaining agreement unless vaccination is required by state and federal mandate.

ARTICLE 18 - FUNERAL LEAVE

18.1 Leave.

- 18.1.1 When death occurs among members of an employee's immediate family, the employee, upon request to the Chief of Police or designee, will be granted time off to assist with funeral arrangements as necessary and to attend the funeral. The employee will be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of four days allowance. This time off shall not be deducted from accumulated sick leave, vacation, or other earned time off.
- 18.1.2 "Members of an employee's immediate family" shall include spouse, domestic partner and children, to include stepchildren and children of a domestic partner; parents, stepparents, and siblings of the employee or spouse or domestic partner; grandparents or step-grandparents of the employee or spouse or domestic partner; or grandchildren.
- 18.1.3 Domestic partner is defined for purposes of this article as the criteria outlined by the City's Domestic Partner Resolution or the State Registry. Proof of criteria may be requested.

ARTICLE 19 - INSURANCE BENEFITS

19.1 General.

19.1.1 The City agrees to provide insurance benefits for employees and their dependents as described in the following sections.

19.2 Employee and Dependent Medical.

19.2.1 The City agrees to offer medical coverage for all employees and their eligible dependents. Employees shall have the option of participating in the Kaiser HMO Plan or one of the City's self-insured HMA medical plans. Employees that elect the Kaiser HMO Plan or the City's traditional PPO Plan, shall pay fifteen percent (15.0%) of the monthly premium for themselves and their dependents. Employees that elect the CDHP plan shall pay five percent (5.0%) of the monthly premium.

19.2.2 Employees that elect the CDHP will receive a City paid contribution to an HRA VEBA in the amount of \$1,800 for an individual or \$3,600 for a family. (For the term of this contract the contribution will be made in January of each year.) In addition, employees and their spouses/domestic partners that complete the annual whole health exam at the VERA Clinic will receive an additional VEBA contribution in the amount of \$200 each. Changes in eligibility during the year will result in a pro-rated VEBA contribution.

19.3 Dental Insurance.

19.3.1 The City agrees to provide dental insurance through Washington Dental Service or Willamette Dental for all employees and their dependents (i.e., the employee may choose one of the two foregoing dental plans). The City shall pay the premium cost of the coverage.

19.4 Vision Insurance.

19.4.1 The City agrees to provide vision coverage that is acceptable to the City for all LEOFF II employees and their legal dependents. The City shall pay the premium cost of the coverage.

19.6 Disability and Life Insurance.

19.5.1 The City agrees to sponsor and administer a disability insurance program through Standard Insurance Company for all EPMA employees. Premiums for this coverage will be the responsibility of EPMA employees with the requirement that all EPMA employees participate.

19.5.2 The City will offer and administer a voluntary cancer and accident insurance program through Sunlife. Premiums for this coverage will be responsibility of EPMA employees.

19.5.3 In conjunction with the disability insurance program, all employees agree to purchase a \$10,000 life insurance policy through Standard Insurance Company.

19.5.4 It will be the responsibility of EPMA to register all present and new members of the bargaining unit in these programs. Any dividends or financial returns from either of these programs will be forwarded to EPMA.

19.5.5 Paid Family Medical Leave Insurance Program (WPFML)

The City has chosen and been approved to conduct a voluntary WPFML program for year 2023 and will not deduct premiums from the employee for this program. The City reserves to right to move to the State plan *in* any given year and negotiate whether it will take the employee's share of the WPFML premium as established in RCW. If the City changes to the State WPFML plan, the City agrees to negotiate the decision and impacts of such change.

ARTICLE 20 - DEFENSE AND INDEMNIFICATION

20.1 General.

20.1.1 The City shall provide legal defense and pay valid judgments and claims against employees arising out of or incident to conduct occurring while the employee was performing official duties within the scope of his/her City employment.

ARTICLE 21 - VACANCIES AND PROMOTIONS

21.1 Application of Civil Service Rules.

21.1.1 The City agrees that Civil Service rules and regulations will be used in filling vacancies in the classified service covered by this Agreement. If a vacancy is not filled after 30 days, the City agrees to notify EPMA within five days of the cause and the City's intent relative to that position.

21.2 Eligibility Lists.

21.2.1 Eligibility lists for promotions within the bargaining unit shall be established for a maximum duration of two years. The duration of the list shall be established by the Civil Service Commission prior to the announcement of the examination.

21.3 Probationary Periods.

21.3.1 Employees shall be disciplined only for just cause. Employees serving a promotional probationary period may be reverted back to their prior classification for just cause.

21.3.2 A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent in excess of 10 work days during the probationary period.

ARTICLE 22 - SENIORITY LIST AND ANNIVERSARY DATE

22.1 General.

21.1.1 The City shall keep an up-to-date seniority roster. Any objections to the seniority list as posted shall be reported by EPMA to the City. The anniversary date shall be the date of the appointment. If an employee is promoted, the promotion date becomes the anniversary date. For purposes of determining seniority in rank, the promotion date shall apply. When two or more employees are promoted on the same date, placement on the civil service eligibility register will determine seniority.

ARTICLE 23 - LAYOFF

23.1 General.

- 23.1.1 In the event of a layoff by the City, the employees in the lowest rank will be laid off in the inverse order of their seniority. In the event of a vacancy in the department, an employee who has been laid off two years or less will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, provided that the person meets LEOFF medical requirements and passes an entry level polygraph covering the period of separation to the time of rehire. The City will notify such former employee by certified mail at the last address maintained in the personnel file of the employee. Failure to respond to such certified notice within 10 days of the postmark shall constitute rejection of the position.
- 23.1.2 In the event of a reduction in the number of supervisory positions, the City may demote temporarily the person or persons with the least amount of seniority in that classification. The person demoted will maintain rights to the position held.
- 23.1.3 In the event of layoff, reduction shall be in the reverse order of hiring and promotion.

ARTICLE 24 - VEHICLES

24.1 General.

24.1.1 The parties recognize that, in appropriate circumstances, the City may deem it desirable to assign take-home vehicles. Such assignment will be in accordance with the applicable Department Policy and Procedure as may be amended from time to time.

ARTICLE 25 - SEVERABILITY

25.1 Savings Clause.

25.1.1 If any provision of the Agreement should be rendered or declared invalid by any court action or by reason of any subsequent legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

25.1.2 Upon invalidation of any article or provision of this Agreement, either party may require the other to enter into collective bargaining over the effects of such judicial or legislative determination.

ARTICLE 26 - DURATION

26.1 General.

26.1.1 This Agreement shall be effective as of the first day of January 2026 and shall remain in full force and effect through the last day of December 2028. Any one Article may be opened if mutually agreed to by both parties. If agreement is not reached within 30 days, the Article or Articles will remain in force as written. It is further provided that by mutual agreement this contract may be modified or clarified at any time.

26.1.2 In witness whereof, the parties hereto have set their hands on the _____ day of _____, 2026

CITY OF EVERETT

EVERETT POLICE MANAGEMENT
ASSOCIATION

CASSIE FRANKLIN, Mayor

GREGORY SUTHERLAND, President

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Project title: Amend a Professional Services Agreement with Reid Middleton to Provide Design, Engineering, and Construction Administration Services for the Thornton A. Sullivan Park Floating Dock Repairs Project

Council Bill #**Agenda dates requested:**

Briefing
 Proposed Action
 Proposed Action
 Consent 03/11/26
 Action
 Ordinance
 Public hearing
 Yes No

Budget amendment:
 Yes No

PowerPoint presentation:
 Yes No

Attachments:
 Professional Services Agreement Amendment 2

Department(s) involved:
 Parks & Facilities

Contact person:
 Kimberly Moore

Phone number:
 425-257-8305

Email:
 KMoore@everettwa.gov

Initialed by:
KBM
 Department head

Administration

Council President

Project: Thornton A. Sullivan Park Floating Dock Repairs

Partner/Supplier: Reid Middleton, Inc.

Location: 11405 W Silver Lake Rd, Everett

Preceding action: PSA Amendment No. 1 dated 01/08/2024

Fund: Fund 354, Program 100 (CIP-3)

Fiscal summary statement:

The source of funds for the design and engineering is Fund 354, Program 100. The contract total amount is not to exceed \$39,478 for additional construction administration services for Thornton A. Sullivan Park Dock Repairs Project.

Project summary statement:

Silver Lake's three floating docks are over thirty years old. Repairs were identified from a preliminary assessment and engineer's report conducted in December 2023. Repairs include resurfacing to remedy spalling and delamination of the concrete surfaces; replacement of rotting bull rails, perimeter walers and edge/rub boards; replacement of missing through-rods connecting and stabilizing float sections; pin pile replacement; mooring system upgrades; shore re-grading where the docks and access gangways meet the beach to minimize grounding and excessive lateral pitch of the docks.

The scope of services includes complete design and engineering services for all three floating dock repairs.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an amended Professional Service Agreement with Reid Middleton to provide Design, Engineering, and Construction Administration Services for the Thornton A. Sullivan Park Floating Dock Repairs project.



**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT**

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

Service Provider	Reid Middleton, Inc
City Project Manager	Lolly Huggins
	LHuggins@Everettwa.gov
Original Agreement Date	9/8/2023

AMENDMENTS							
New Completion Date	<p>If this Amendment changes the Completion Date, enter the new Completion Date: 6/12/2026</p> <p>If no new date is entered, this Amendment does not change the Completion Date.</p>						
New Maximum Compensation Amount	<p>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</p> <table border="1" style="width: 100%;"> <tr> <td>Maximum Compensation Amount Prior to this Amendment</td> <td style="text-align: right;">34,500.00</td> </tr> <tr> <td>Compensation Added (or Subtracted) by this Amendment</td> <td style="text-align: right;">4,978.00</td> </tr> <tr> <td>Maximum Compensation Amount After this Amendment</td> <td style="text-align: right;">39,478.00</td> </tr> </table>	Maximum Compensation Amount Prior to this Amendment	34,500.00	Compensation Added (or Subtracted) by this Amendment	4,978.00	Maximum Compensation Amount After this Amendment	39,478.00
	Maximum Compensation Amount Prior to this Amendment	34,500.00					
	Compensation Added (or Subtracted) by this Amendment	4,978.00					
Maximum Compensation Amount After this Amendment	39,478.00						

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

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

REID MIDDLETON, INC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Willy Ahn

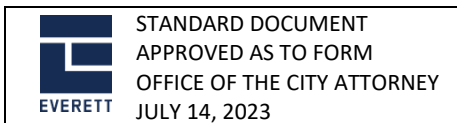
Signer's Email Address: wahn@reidmiddleton.com

Title of Signer: Director, Waterfront

Date

ATTEST

Office of the City Clerk



August 15, 2025
File No. 242024.005

Ms. Lolly Huggins
City of Everett Parks & Facilities
802 E Mukilteo Blvd
Everett, WA 98203

Reference: (1) Professional Services Agreement dated 05/21/2024
Project Title: Thornton A. Sullivan Park Dock Repairs

Subject: Amendment No. 2: Additional Construction Administration

Dear Ms. Huggins:

We are pleased to submit the following proposal for additional construction administration services, and attendance at the pre-bid walkthrough meeting at Thornton A. Sullivan Park for the Dock Repair Project. This letter serves as a supplement to our referenced agreement. The terms and conditions established by the agreement are unchanged except as noted below.

A. SCOPE OF SERVICES

Reid Middleton will provide the following services:

1. Attendance of one engineer at the pre-bid walkthrough meeting for the Thornton A. Sullivan Park Dock Repair Project.
2. Construction Phase Services
 - a. Answer questions prior to the preconstruction meeting.
 - b. Respond to Requests for Information
 - c. Perform two site observations during construction.
 - d. Review technical submittals including material and shop drawing submittals.
 - e. Perform a punchlist walkthrough of the site.
 - f. Attend telephone coordination calls as requested.
3. Drawing Revisions; Reid Middleton will visit the site prior to the bid advertisement to update the design drawings to reflect the current condition of the floating docks.
4. Assumptions:
 - a. There are no deliverables or meeting follow-up required.

B. COMPENSATION

Reid Middleton shall be paid a fee not to exceed four thousand nine hundred seventy-eight dollars (\$4,978).

We request the budget for the project be increased by \$4,978 to reflect this revised scope of services. The amended total for the agreement, inclusive of all supplements, increases from \$34,500 to \$39,478.

We appreciate the opportunity to submit this proposed supplemental agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton. If you have any questions or comments, please call Blaine McRae at (425)290-2721, or me at (425)741-5008.

Sincerely,

Reid Middleton, Inc.



Willy Ahn, Ph.D., PE
Director, Waterfront

ACCEPTED:

City of Everett Parks & Facilities

By _____

Title _____

Date _____

Attachments



Estimate of Professional Services

TA Sullivan Park

728 134th Street SW, Suite 200
 Everett, WA 98204
 (425) 741-3800
 (425) 741-3900 FAX

PROJECT Floats Amend 2
 CLIENT: City of Everett Parks and Facilities
 PROJ. N 242024.005.000

BY: JJS
 DATE: 08/13/25

CHKD BY: KEL 8/15/25

FILE: H:\24WA\2024\005 TA Sullivan Park Dock Repair\Contract\Amend 02 - Additional Construction Admin\20250813 - TA Sullivan Amend 2 Fee Estimate.xl

Task No.	Description	Principal	Associate Designer	Senior Engineer	Designer II	Designer I	Project Administrator	Technical Writer II	Technical Writer I	Total Labor hours	Total Labor Earnings	Computer		Mileage	Travel & Misc	Subs	Total Reimb 15%	Labor & Reimb
			\$308	\$228	\$212	\$170	\$152	\$144	\$164			\$128	hrs \$12	\$	cost	cost		
Hourly Rate:		\$308	\$228	\$212	\$170	\$152	\$144	\$164	\$128									
			BGM	JJS	DJO									\$	\$			
001	Repair Design																	
	<i>no additional budget required</i>									0	0		0				0	0
	Subtotal Task 001	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
002	Construction Admin																	
00201	RFIs			4						4	848		0				0	848
00202	Technical Submittal Review			4						4	848		0				0	848
00203	Punchlist Walkthrough			2						2	424		0				0	424
00204	PM, QA/QC			2						2	424		0				0	424
	Subtotal Task 002	0	0	12	0	0	0	0	0	12	2,544	0	0	0	0	0	0	2,544
003	Pre-Bid Walkthrough Meeting																	
00301	Attendance at the pre-bid walkthrough			4						4	848		0				0	848
	Subtotal Task 003	0	0	4	0	0	0	0	0	4	848	0	0	0	0	0	0	848
004	Drawing Verification																	0
00401	Site Visit			2						2	424		0				0	424
00402	CAD Drawing Revision			2	3					5	934		0				0	934
00403	PM QA/QC		1							1	228		0				0	228
	Subtotal Task 004	0	1	4	3	0	0	0	0	8	1,586	0	0	0	0	0	0	1,586
TOTAL HOURS		0	1	20	3	0	0	0	0	24	4,978	0	0	0	0	0	0	4,978
SubTotal Cost		0	228	4,240	510	0	0	0	0		4,978							

Percent of Total Hours 0% 4% 83% 13% 0% 0% 0% 0%

Assumptions Project D \$4,978

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.

Inflation Adj. on Labor and Exp. 0

TOTAL 4,978

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2025 through June 30, 2026

I. Personnel	Hourly Rate
Principal	\$ 270.00 - \$ 320.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor.....	\$ 240.00 - \$ 280.00
Associate	\$ 215.00 - \$ 250.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 195.00 - \$ 220.00
Senior Designer.....	\$ 185.00 - \$ 200.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 180.00 - \$ 195.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 160.00 - \$ 180.00
Designer I/Planner/CAD Technician II.....	\$ 150.00 - \$ 160.00
Project Administrator	\$ 135.00 - \$ 150.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 110.00 - \$ 135.00

Survey Crew (1 Person/RTK/Robotic/Scanning).....	\$ 170.00
Survey Crew (2 Person/RTK/Robotic/Scanning).....	\$ 225.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$ 280.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.70/mile
Local Mileage - Survey Truck	\$ 0.70/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances
Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Project title: Amendment No. 1 to the Interlocal Agreement with Snohomish Conservation District for the awarded Washington Department of Fish and Wildlife grant.

Council Bill #

Project: Interlocal agreement with Snohomish Conservation District (SCD)

Partner/Supplier: Snohomish Conservation District

Agenda dates requested:

Location: Everett Basins: Swamp Creek and North Creek

Preceding action: Interlocal agreement with SCD for WDFW grant approved [2-7-2024](#)

Fund: 401 – Water & Sewer Utility Fund

Briefing

Proposed action

Consent 03/11/26

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Contract Amendment

Department(s) involved:

Public Works, Admin

Contact person:

Kathleen Baxter

Phone number:

425-257-8875

Email:

KBaxter@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Fiscal summary statement:

The funding source for this agreement is a WDFW grant. This interlocal agreement amendment reallocates \$14,727 of that grant funding to Snohomish Conservation District, as detailed in the Scope of Work. The grant period end date to June 30, 2027.

Project summary statement:

This grant funds engaging urban property owners in two City of Everett basins, Swamp creek and North creek, at the headwaters of Lake Washington to increase vegetation in riparian management zones thereby improving water quality and watershed resilience to climate change.

The North creek basin was identified as a priority basin through the City’s Stormwater Management Action Plan (SMAP), a requirement of the 2019 – 2024 NPDES permit. One of the key opportunities identified in the Plan was to enhance stream buffers by collaborating with existing property owners. This grant directly advances that objective.

This four-year grant will identify and survey near-stream properties and local stakeholders to ascertain the barriers, benefits and motivators to adopting revegetation practices, which will inform the design of this incentive-based campaign. The campaign will be implemented in two phases: a pilot and a revised pilot to encourage increased participation of Swamp and North creek property owners. Snohomish Conservation District is the sub-recipient for this grant. Their work is outlined in the attached Scope of Work, including project development and implementation of site work.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Interlocal Agreement with Snohomish Conservation District for the awarded Washington Department of Fish and Wildlife grant.

Interlocal agreement

Amendment no. 1

Scope of Work and Budget

Snohomish Conservation District (the District) will provide support to the City of Everett (the City) to implement almost all aspects of the Regreen Everett Behavior Change Campaign, for the entire performance period, commencing on 8/1/2023 and terminating 6/30/2027. The target completion dates listed in tables below are from the original Scope of Work from the WDFW contract #: 23-23154 therefore some flexibility is allowable through the pass-through entity (the City) and their coalition partner (the District) in the execution of these tasks.

GOALS & MEASURABLE OBJECTIVES

The goal of this project is to incorporate social marketing principles to strategically address local stream water quality degradation and elevate the wellbeing of its residents living in high-growth areas by pinpointing opportunities where property owners can restore riparian areas. The key objective is to design a campaign that addresses the motivations and barriers this audience may have to implementing habitat protection on their property. Once the pilot campaign is executed, the effectiveness of the incentive-based pilot will be evaluated and then modified with the goal of increasing participation the following year. This secondary effort will enhance the campaign's reach by not only retaining previous successful campaign elements but amplifying the momentum from word-of-mouth and neighborhood visibility of the pilot campaign. This will improve the likelihood of contiguous tree canopy and vegetation along multiple, clustered properties in riparian areas of North and Swamp creek.

The desired outputs for this campaign include:

- A successful pilot campaign that identifies and addresses at least some of the barriers and motivators to property owners installing and planting trees on their properties.
- Amplified participation in the second year of the campaign to increase clustering of riparian buffering.
- Increased vegetation in North and Swamp creek riparian management zone.
- Expanded tree canopy and riparian forest cover in local urban streams.

The desired outcomes for this campaign include:

- Increased awareness of local water quality concerns.
- Increased government engagement in overburdened communities.
- Improved community engagement with local water quality issues.
- Increased watershed resilience to impacts from climate change including stream flow and water temperature.

TASKS & DELIVERABLES

TASK 1. Project Development

This task must be completed before initiating any other work under this subaward. The city will take lead on Task 1 with input and support from the District. Work completed on other tasks prior to completion of Task 1 may be ineligible for reimbursement.

1.2 CULTURAL RESOURCE REVIEW

Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the City with assistance from the District must provide HSIL documentation from the state or federal land managing agency's cultural resources responsible official demonstrating compliance with all applicable cultural resource laws and regulations.

The District shall follow HSIL guidance and directives to assist it with such review as may apply. Both the City and the District will work with the HSIL subaward manager to fulfill cultural resource review requirements.

Task 5 may not begin until the required consultation and review processes and documentation have been approved by the HSIL in coordination with the WDFW Cultural Resources Division.

No work shall commence in the project area until the HSIL has provided a notice of cultural resources completion. The HSIL may require on-site monitoring for impacts to cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to cultural resource impacts or concerns. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

At all times, the District shall take reasonable action to avoid, minimize, or mitigate adverse effects to cultural resources in the project area, and comply with any HSIL direction to manage adverse effects such as project re-design, relocation, or mitigation.

All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The District must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. The District shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

HSIL retains the right to terminate a project due to anticipated or actual impacts to cultural resources.

INADVERTENT DISCOVERY PLAN

Using the WDFW-provided template or a modified template for non-ground disturbing work, the City will adopt an Inadvertent Discovery Plan (IDP), similar to the one Snohomish Conservation District will be using in their WD1-9 Forestry HSI. If the District uses a template approved for their organization, they will work with the City to ensure the template contains all information required by WDFW Cultural Resources Division. The District is required to keep a copy of the IDP at all the project sites at all times.

If any archaeological or historic resources are found while conducting work under this Agreement, the District shall immediately stop work and notify the City who will then contact:

HSIL/WDFW: HSIL subaward manager

DAHP: Dr. Lance Wollwage - 360-586-3064

HSIL/WDFW will contact any affected Tribe. Immediately stop any activity that may cause further disturbance to the archeological or historic resources.

If ground disturbing activities encounter human skeletal remains during construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains (RCWs 68.50.645, 27.44.055, and 68.60.055).

INADVERTENT DISCOVERY PLAN TRAINING

The District staff participating in initial site visits will take an IDP training from a resource approved by the HSIL subaward manager. The District will submit documentation via email of IDP training completion including the type of training (in-person or virtual), the provider of training, training date, and staff trained to the City.

Additional Cultural Resources Review and Consultation upon Work Zone Identification

When specific project “work zones” are identified, the District will assist the City to meet the following requirements

1) HSIL will require the City to provide written documentation that project review and consultation has occurred as provided for in applicable local, state, and federal laws and regulations and that no adverse impacts/effects have been identified or agreement to mitigation has been reached. This documentation will be provided by a person meeting the Secretary of the Interior’s qualifications for professional archaeologist and approved by the WDFW Cultural Resources Division.

- OR -

2) HSIL will continue consultation to identify whether any archaeological or historic archaeological site, historic building/structure or traditional/sacred place studies are needed before a project may proceed, as provided in EO 21-02. The City may need to provide supplemental information may include maps, monitoring, surveys, or other requirements contingent on consultation with tribes and the Department of Archaeology and Historic Preservation (DAHP).

The following process will be followed by the City, with assistant from the District, where applicable:

- i. The City will submit the WDFW Cultural Resources Intake Form and provide a map or shapefile (polygons) of the project location(s).
- ii. Additionally, the City may provide written documentation that project review and consultation has occurred as provided for in applicable local, state, and federal laws and regulations and that no adverse impacts/effects have been identified or agreement on mitigation has been reached
- iii. WDFW will review the information submitted in (i) and (ii) and make one of the following determinations:
 - a. The City has provided sufficient documentation per (i) and (ii) may proceed or,
 - b. Project-specific consultation should be initiated with a specific supplementation information recommendation.

- iv. If a project-specific consultation is recommended, HSIL will initiate a project-specific consultation with the affected Tribes and Department of Archeological and Historic Preservation.
- v. Following the initial consultation, HSIL will confirm with subrecipient the required supplemental information required as deliverables under this Task.
- vi. Required supplemental information will be provided to HSIL for WDFW approval and communication to consulting parties.
- vii. Work may begin on related tasks when HSIL provides a notice to proceed.

Deliverable Number	Deliverable	Target Completion Date
1.2b	Documentation via email of IDP training completion	January 10, 2024
1.2c-ii	Written documentation that project review and consultation has occurred	October 10, 2025
1.2c-iii	Supplementation information to be specified	January 10, 2026

TOTAL ESTIMATED COST FOR TASK 1: \$5,590

TASK 2. Project Administration and Reporting

2.1 PROGRESS REPORTING AND INVOICING

The District will submit quarterly progress reports by the specified target completion dates to the City or next business day when the 10th falls on a weekend or holiday.

Quarterly reporting periods are:

- Quarter 1 reporting period: January 1 – March 31
- Quarter 2 reporting period: April 1 – June 30
- Quarter 3 reporting period: July 1 – September 30
- Quarter 4 reporting period: October 1 – December 31

Progress reports shall include:

A description of:

- Work completed for each task/deliverable during the reporting period, including what deliverables were completed and submitted during the reporting period.
- Success measures or storytelling metrics completed during the reporting period.
- Status for ongoing project tasks.
- Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.

2.3 CONTRACTS AND SUBAWARDS

The City will pass-through funds through subawards to applicant coalition partner, the District, to achieve the goals of this subaward. The City will provide copies of the final pass-through agreement to the Department of Natural Resource grant manager.

2.4 CLOSE-OUT REPORT

The District will complete a final Close-out report using a template provided by the City. The Close-out report will summarize methods, results, analyses, lessons learned, success of achieving success measures and recommendations for future work.

Deliverable Number	Deliverable	Target Completion Date
2.1	Quarterly progress reporting, including update on undergrad student work. (Quarter 1) (Quarter 2) (Quarter 3) (Quarter 4)	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
2.3	Copy of executed pass-through agreements	January 10, 2024
2.4	Complete a close-out report	May 1, 2027

TOTAL ESTIMATED COST FOR TASK 2: \$20,580

TASK 3. Broader Impacts and Communication

The District will communicate project outcomes, lessons learned, and recommendations for next steps. The District will co-present at the Salish Sea Ecosystem Conference. The District will also assist with the completion of the neighborhood workshops and presentations at other conferences, whenever possible and as budget allows.

3.2 SALISH SEA ECOSYSTEM CONFERENCE (SSEC) ATTENDANCE AND PRESENTATION

The District is required to attend the Salish Sea Ecosystem Conference and assist City with submittal of an abstract for an oral or poster presentation. Conference registration documentation and, if accepted, a copy of the conference abstract and presentation, will be provided as deliverables.

3.4 PRESENTATIONS AND WORKSHOPS

The City and the District will present on project outcomes, recommendations, lessons learned and the results at one or more relevant conference(s) (e.g. Municon or STORM symposium) and a habitat restoration, behavior change or environmental justice focused conference or symposium (e.g. SPARKS conference). The HSIL will be notified one month prior to the presentation to allow adequate time for

the HSIL to distribute to the list serve of the upcoming presentation. The City will seek pre-approval from the subaward manager for conference participation expenses proposed to be charged to this task. The City and the District will also conduct at least annually a neighborhood education and outreach workshop and submit any workshop materials developed (attendance sheet, factsheet, brochures, postcards etc.). It is recommended that the subrecipients present after the Task 5 pilot is complete to solicit feedback to incorporate into the Task 6 “relaunch”.

Deliverable Number	Deliverable	Target Completion Date
3.2a	SSEC conference registration	April 10, 2026
3.2b	SSEC submitted conference abstract or documentation of “non-acceptance”	April 10, 2026
3.2c	If SSEC abstract accepted, copy of poster or presentation.	July 10, 2026
3.4a	Conference abstracts and presentations	April 10, 2027
3.4b	Workshop material developed	October 10, 2025

TOTAL ESTIMATED COST FOR TASK 3: \$ 11,395

TASK 4. Social Marketing Research & Survey Development

The City will perform formative social marketing research, a situational analysis, and audience surveys to shape the development of the Regreen Everett behavior change campaign. A cross-sectional advisory group of city staff, stakeholders, and partners will advise on the development of Task 4 to ensure equity and inclusion. The District will be a part of the advisory group.

4.1 SOCIAL MARKETING RESEARCH

The social marketing research will identify property owners and local stakeholders to ascertain the barriers, benefits, and motivators to planting and maintaining trees and other vegetation on their properties to increase riparian buffer widths and functions. This research will inform the campaign’s design elements. The City will convene a cross sectional advisory group of city staff and partners to conduct a situational analysis, assessing the internal and external strengths, weaknesses, opportunities, and threats.

4.2 SURVEY DEVELOPMENT

Utilizing the information collected in task 4.1, the City will develop, with input from the District, an online survey to collect information from property owners as well as an in-depth stakeholder questionnaire to collect key insights to identify and weigh areas of conflict, motivators, barriers (real or perceived) to adopting said behavior.

4.3 LANDOWNER OUTREACH PLAN & MATERIALS

Based on the results of the survey implemented in Task 4.2, an incentive-based program and communication plan will be developed by the coalition partners that breaks down the design campaign elements, logistics of recruitment and planting, roles, responsibilities and timeline, key messaging and details of workshop components. The plan will be consistent with the WDFW Riparian Ecosystems, Volume 2: Management Recommendations. A portfolio of education and outreach materials will be developed in partnership with City and SCD staff that includes all produced education pieces, participant evaluation/feedback form, translated materials, and engagement and education strategies (postcards, tree planting guide, etc.). The City will take lead on development of communication plan. SCD has a wealth of experience and existing outreach materials that will assist in completing the following tasks:

- Homeowner packet (on-site permission letter, maintenance agreement, participation feedback form, etc.).
-
- Training module for staff who might canvas in selected neighborhoods.

Deliverable Number	Deliverable	Target Completion Date
4.1d	Advisory group meeting agendas, attendance, copies of presentations, meeting notes	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
4.2a	Landowner survey and stakeholder questionnaire	October 10, 2024
4.3b	Draft outreach materials	January 10, 2025
4.3c	Final outreach materials	April 10, 2025
4.3d	Homeowner packet	April 10, 2025
4.3e	Training module	April 10, 2025

TOTAL ESTIMATED COST FOR TASK 4: \$ 6,638

TASK 5. Implementation

The coalition partners will implement an incentive-based, behavior change campaign using a social marketing framework, developed through formative research in task 4 that identified drivers of decisions and the needs of the target audience. The task team will create a detailed campaign program plan that addresses the educational and behavior change priorities set forth from the research phase. They will recruit and work with interested private property owners. Implementation will include site visits, stream workshops, developing riparian planting plans, establishing landowner agreements, purchasing native trees and shrubs/vegetation, site preparation, plant installation documentation, and any additional assistance. Translated education outreach materials and guides will be used, as needed.

5.1 LANDOWNER OUTREACH

Using the marketing and educational materials developed in task 4, launch the outreach and education campaign to include workshops, mailers, and other outreach tactics to outreach to riparian management

zone property owners/managers. Site visits will be conducted to provide technical assistance and follow up with technical assistance letters and development of riparian planting plans. Collaborate with willing property owners on a riparian buffer planting project and request feedback on the participation process. Site visit logs including summary of site areas and outcomes will be submitted quarterly.

5.2 RIPARIAN PLANTINGS

The subrecipient will work with at least five interested private property owners to design site specific planting plans and landowner agreements, purchase native trees and shrubs/vegetation, site preparation, plant installation, installation documentation, and development of maintenance agreements and/or assistance. Maintenance agreements will include information on how to maintain plantings and prevent invasive species. Planting plans and maintenance agreements will be consistent with the WDFW Riparian Ecosystems, Volume 2: Management Recommendations. Cultural resource consultation will be completed for each site. Plantings will be implemented utilizing a combination of property owner labor, restoration field crew labor, and community volunteer events.

Deliverable Number	Deliverable	Target Completion Date
5.1b	Site visit logs	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
5.2a	Documentation of landowner agreements & long-term maintenance agreement	April 10, 2026
5.2b	Documentation of cultural resource consultation and approval for each site.	January 10, 2026
5.2c	Before and after photos	July 10, 2026
5.2d	Documentation of invasive species removal and site preparation	July 10, 2026
5.2e	Riparian planting plan / site map	July 10, 2026
5.2f	Maintenance Plan	July 10, 2026

TOTAL ESTIMATED COST FOR TASK 5: \$ 66,632

TASK 6. Evaluation & Adaptive Management

The District will implement survey tools to track impacts and outcomes of tasks using social marketing and survey guidelines. The survey tools will be developed by the coalition team.

6.1 TRACK & EVALUATE OUTCOMES

The City, with assistance from the District will develop an evaluation report that will debrief and evaluate how the pilot campaign went to determine what worked well and what improvements can be made. It will also report on lessons learned and opportunities for improvement. The subrecipient will also assess how task 5 implementation went and where there were identified opportunities to create regreen clusters. A campaign redesign memo will be completed that outlines what components of the pilot will be revised based on lessons learned and participant evaluations.

6.2 REFINE & RELAUNCH CAMPAIGN

Based on the evaluation report, the campaign will be relaunched where opportunities were identified to create regreen clusters. Relaunch deliverables include summary of site locations and outcomes, copy of planting plans and landowner agreements. Post-planting monitoring and maintenance will be completed for property owners participating in the incentive program. Site visit log including summary of site visits and outcomes will be submitted quarterly. Documentation of cultural resource consultation and approval for each site including intake form and map or shape file will be submitted as deliverables.

Deliverable Number	Deliverable	Target Completion Date
6.1 c	Campaign redesign memo	July 10, 2026
6.2a	Site visit log	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
6.2b	Documentation of landowner agreements & long-term maintenance agreement	April 10, 2027
6.2c	Documentation of cultural resource consultation	January 10, 2027
6.2d	Before and after photos	June 1, 2027
6.2e	Documentation of invasive species removal and site preparation	June 1, 2027
6.2f	Riparian planting plans / site maps/maintenance plans	June 1, 2027

TOTAL ESTIMATED COST FOR TASK 6: \$ 83,369

Summary of budget by task

TASK	DELIVERABLE	TASK TOTAL
Task 1.2	Cultural resource review	\$ 5,590
Task 2.1/2.4	Quarterly progress reports and close-out report	\$13,410
Task 2.3	Contracts and subawards	\$ 7,170
Task 3.2	Salish Sea Ecosystem conference	\$ 3,565
Task 3.4	Presentations and workshops	\$ 4,800
Task 3.5	Website and story map	\$ 3,030
Task 4.1	Social marketing research	\$ 1,200
Task 4.2	Survey development	\$ 1,230
Task 4.3	Landowner outreach plan & materials	\$ 4,208
Task 5.1	Landowner outreach	\$34,312
Task 5.2	Riparian plantings	\$32,320
Task 6.1	Track and evaluate outcomes	\$ 6,600
Task 6.2	Refine and relaunch outcomes	\$76,769
TOTAL		\$194,204

The parties have executed this Agreement as of the date of the last signature.

CITY OF EVERETT

SNOHOMISH CONSERVATION DISTRICT

By: _____

By: _____

**Cassie Franklin,
Mayor**

Name: _____

Title: _____

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Project title: Adopt an Ordinance to Amend and Close a Special Improvement Project Entitled “ Kiwanis Park Renovations”, Fund 354, Program 090, as Established by Ordinance No. 4004-24

Council Bill #

CB 2602-10

Agenda dates requested:

Briefing
Proposed action 03/11/26
Proposed action 03/18/26
Consent
Action 03/25/26
Ordinance
Public hearing
Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Kiwanis Park Renovations

Partner/Supplier: Landscape Structures Inc

Location: 36th and Rockefeller Ave , Everett, WA

Preceding action: Funding Ordinance [4004-24](#)

Fund: Fund 354, Program 090 (CIP3)

Fiscal summary statement:

The proposed Ordinance will amend and close the special improvement project for Kiwanis Park Renovations project. Ordinance 4004-24 provided amount of \$411,000. The closing ordinance will amend the funding to \$422,000 to capture all costs.

The project was budgeted for \$336,000 from CIP 3 and an \$86,000 grant from Snohomish County for the total project amount of \$422,000. The final cost for the project was \$388,156. The remaining balance of \$33,844 will be transferred back to CIP 3.

Project summary statement:

City of Everett has completed a replacement of the play equipment, playground surfacing, and the renovation of the sport court.

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

Recommendation (exact action requested of Council):

Adopt an Ordinance to amend and close a Special Improvement Project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, as established by Ordinance No. 4004-24.



ORDINANCE NO. _____

An ORDINANCE to amend and close a special improvement project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, as established by Ordinance No. 4004-24.

WHEREAS,

- A.** The special improvement project entitled “Kiwanis Park Renovations”, Fund 354, Program 090 was established to accumulate all costs for the improvement project.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance 4004-24 which reads as follows:

The sum of \$411,000 is hereby appropriated to Fund 354, Program 090, Kiwanis Park Renovations” project.

A. Use of Funds	
Construction and Related Costs	\$ 411,000
Total	\$ 411,000
B. Source of Funds	
CIP 3	\$ 336,000
Snohomish County Grant—REET 2	\$ 75,000
Total	\$ 411,000

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

The sum of \$422,000 is hereby appropriated to Fund 354, Program 090, “Kiwanis Park Renovations”, as follows:

A.	Use of Funds	
	Construction and Related Costs	\$ 422,000
	Total Costs	\$ 422,000
B.	Source of Funds	
	Snohomish County Grant – REET 2	\$ 11,000
	Fund 354, Program 090 (CIP-3)	\$ 411,000
	Total Funds	\$ 422,000
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. That the special construction fund, Fund No. 354, Program 090, entitled “Kiwanis Park Renovations” as established by Ordinance No. 4004-24 is hereby closed.

Section 3. That the final revenues and expenses for “Kiwanis Park Renovations”, Fund 354, Program 090, are as follows:

A.	REVENUES	
	CIP 3	\$ 336,000
	Snohomish County Grant—REET 2	\$ 75,000
	Snohomish County Grant—REET 2	\$ 11,000
	Total	\$ 422,000
B.	EXPENSES	
	CIP 3	\$ 302,156
	Snohomish County Grant—REET 2	\$ 86,000
	Transfer back into CIP 3	\$ 33,844
	Total	\$ 422,000

Section 4. That the remaining balance of \$33,844 to be transferred to CIP-3.

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

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

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

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the public and not to create or otherwise establish or designate any 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.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President

Project title: An Ordinance Amending Ordinance No. 4023-24 Entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to Accumulate all Project Costs for the Project

Council Bill #

CB 2602-11

Agenda dates requested:

Briefing
1st Reading 03/11/26
Proposed action 03/18/26
Consent
Action 03/25/26
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance
Amendment

Department(s) involved:

Parks and Facilities
Library

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Main Library HVAC Replacement Project

Partner/Supplier: Apex Mechanical LLC

Location: 2702 Hoyt Ave

Preceding action: Funding Ordinance No. [4023-24](#)

Fund: 342, Program 041 (CIP 1)

Fiscal summary statement:

The source of funds for the project is CIP-1. Funding Ordinance No. 4023-24 provided funding for the design, engineering, and construction administration costs in the amount of \$360,000 for the Main Library HVAC Replacement. The amount of construction and project costs is estimated to be \$2,640,000. The total cost for the project is estimated at \$3,000,000.

Project summary statement:

The Main library’s 30-year-old heating, ventilation and air conditioning (HVAC) system has reached its useful life and requires replacement. Parks and Facilities intend to replace the HVAC system and controls at the Main Library. The library will remain open during construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance Amending Ordinance No. 4023-24 “Main Library HVAC Replacement Project”, fund 342, program 041, to accumulate all project costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 4023-24 a special construction project entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to accumulate all costs for the project

WHEREAS,

- A. Ordinance No. 4023-24 was established to fund full design and construction administration of the project.
- B. The City Council recognizes the need for additional funding to complete the construction and project costs of the project.
- C. The City Council recognizes the need to provide adequate facilities for its employees and the public.
- D. The City Council recognizes the need to maintain existing City owned properties.
- E. The City council recognizes the need to meet the new legislative requirements pertaining to the reduction in energy use in commercial buildings.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 041, and shall be entitled “Main Library HVAC Replacement Project” to accumulate all project costs for the project.

Section 2. Section 4 of Ordinance No. 4023-24 which reads as follows:

The sum of \$360,000 is hereby appropriated to Fund 342, Program 041, “Main Library HVAC Replacement Project” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$360,000</u>
Total	\$360,000

B. Source of Funds

<u>CIP 1</u>	<u>\$360,000</u>
Total	\$360,000

- 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.

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

The sum of \$3,000,000 is hereby appropriated to fund 342, Program 041 “Main Library HVAC Replacement Project”.

A. Use of Funds

Design and Engineering	\$ 360,000
<u>Construction</u>	<u>\$2,640,000</u>
Total	\$3,000,000

B. Source of Funds

<u>CIP 1</u>	<u>\$3,000,000</u>
Total	\$3,000,000

- 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 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

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

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

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



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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Creating a Special Construction Project Entitled "Police Property Room Facility Tenant Improvement", Fund 342, Program 056, to Accumulate Design Costs for the Project

Council Bill #

CB 2602-12

Agenda dates requested:

Briefing
1st Reading 03/11/2026
Proposed action 03/18/2026
Consent
Action 03/25/2026
Ordinance **X**
Public hearing
Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Funding Ordinance

Department(s) involved:

Parks and Facilities
Police

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Police Property Room Facility Tenant Improvement

Partner/Supplier: Botesch, Nash & Hall Architects, P.S.

Location: 3310 Paine Ave

Preceding action: None

Fund: 342, Program 056 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for the design and construction administration costs for the newly acquired Police Property Room Facility Tenant Improvement building located at 3310 Paine Avenue. The source of funds will be from Fund 342, Program 056 (CIP 1). All related design costs are estimated at \$300,000.

Project summary statement:

The City of Everett intends to relocate the Police Property Room from its current leased location to the newly acquired building located at 3310 Paine Avenue which is now a City owned property. The scope of service includes schematic, architectural, and engineering designs, permitting, and construction documents for the renovation of the building to meet all the necessary requirements for the storage of police evidence.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special construction project entitled "Police Property Room Facility Tenant Improvement", fund 342, program 056, to accumulate design costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special construction project entitled “Police Property Room Facility Tenant Improvement”, Fund 342, Program 056, to accumulate design costs for the project

WHEREAS,

- A.** The City Council recognizes the need to provide adequate facilities for its Police evidence storage needs and its employees.
- B.** The City Council recognizes the need to improve the newly acquired facility located at 3310 Paine Avenue.
- C.** The City council recognizes the need to meet the new legislative requirements pertaining to the long-term storage requirements of Police evidence.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 056, and shall be entitled “Police Property Room Facility Tenant Improvement” to accumulate design costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 056 for the special construction project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$300,000 is hereby appropriated to Fund 342, Program 056, “Police Property Room Facility Tenant Improvement” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$300,000</u>
Total	\$300,000
B. Source of Funds	
<u>CIP 1</u>	<u>\$300,000</u>
Total	\$300,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660, and 14.16.700, improving administration of late utility payments.

Council Bill # *interoffice use*

CB 2603-13

Agenda dates requested:

Briefing	3/11/26
Proposed action	3/18/26
Consent	
Action	3/25/26
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
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PowerPoint presentation:

Yes	X No
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Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

Rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Ordinance to improve administration of late utility payments**Partner/Supplier:** N/A**Location:** Citywide**Preceding action:** Ordinance No. 4152-25, approved [12/17/25](#)**Fund:** 401 – Water & Sewer Utility Fund

Fiscal summary statement: The proposed changes relate to the administration of past due utility accounts without changing the amounts of any cost recovery fines or penalties so financial impacts should be de minimis.

Project summary statement: This proposed ordinance would:

- Keep alignment of due dates for water and sewer billing
- Change date of account delinquency to 6 days past due from 10 days
- Change potential service shut off date to 21 days past due from 30 days
- Allow for service restoration when past due amounts are paid, and not requiring payment of upcoming month's charges

Ordinance No. 4152-25 implemented some changes to the utility's billing and collection practices. Prior to the approval of the Ordinance, the Everett Municipal Code (EMC) had different due dates for water bills and sewer bills which needed to be corrected as customers receive a single consolidated bill for water and sewer services. This change was appropriate and necessary.

Under the existing timeline established by Ordinance 4152-25, the account becomes delinquent 10 days after the bill becomes past due. This proposed Ordinance seeks to change that from 10 days to 6 days. This preserves a reasonable grace period for customers while ensuring that billing staff can contact customers and make payment arrangements before the next bill is generated.

Additionally, Ordinance 4152-25 requires a utility account to remain delinquent for 30 days before it becomes eligible for service shutoff. However, by the time an account reaches that date, the customer has already generated an additional past due bill that increases the amount due to restore service. The proposed change reduces the required delinquency period from 30 days to 21 days which better aligns with the City's billing timeline. The adjustment ensures that the amount used to determine shutoff eligibility matches the amount customers must pay to restore service and helps prevent additional arrears from accruing before action can be taken.

An additional change staff would like to propose relates to resuming service when water has been shut off. Currently the EMC requires that all past due amounts and outstanding charges (amounts recorded but not past due) be paid in full before service is restored. This may result in a hardship for an individual customer who must pay for charges that may not be due for 20 more days to restore service immediately. Staff proposes that the EMC be amended to only include the past due amounts to lower the cost of restoring service.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending EMC 14.04.160, 14.16.650, 14.16.660, 14.16.700, improving administration of late utility payments.

ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. Ordinance 4152-25 was passed on 12-17-2025 and revised the utility bill “payment due” date to on or before the twentieth day after the bill date. This corrected an inconsistency between the water bill and the sewer bill language on due dates.
- B. Ordinance 4152-25 also made additional changes to when a bill becomes delinquent and when a service shut off may occur due to nonpayment.
- C. Since the language included in Ordinance 4152-25 was adopted by amendments from the dais, it also included a provision delaying implementation for 90 days to provide time for staff to evaluate the changes and recommend improvements to the ordinance.
- D. The following amendments are recommended by staff.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.160 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.04.160. Billings.

All bills for sewage disposal service shall be rendered monthly and shall become due and payable at the office of the city treasurer on or before the twentieth day after date shown on monthly billing and ~~six ten~~ days thereafter the account shall become delinquent.

Section 2. EMC 14.16.270 is hereby amended as follows, with underlined test added and strikethrough text deleted:

14.16.270 Resuming Service.

Should it be desired to resume water service to a premises after the service has been shut off, a written notice by the owner or the owner’s authorized agent shall be given to the utilities division, after which the water shall be turned on, provided payment in full has been rendered to the utilities division for all arrears and past due charges ~~outstanding charges~~ against the premises and the owner thereof.

Section 3. EMC 14.16.650 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twentieth day after the date shown on the monthly statement, and ~~six ten~~ days thereafter shall become delinquent.

Section 4. EMC 14.16.660 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.660. Service shut-off and penalty for delinquent charges.

If ~~the account payment for water charges shall~~ becomes delinquent, and remains delinquent for 21 ~~30~~ days, water service may be shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 5. EMC 14.16.700 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises whose utility account has ~~which shall have~~ become delinquent and remains delinquent for 21 ~~30~~ days in the payment of charges for sewer service provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 6. 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 7. 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 8. 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 9. 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. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. Ordinance 4152-25 was passed on 12-17-2025 and revised the utility bill “payment due” date to on or before the twentieth day after the bill date. This corrected an inconsistency between the water bill and the sewer bill language on due dates.
- B. Ordinance 4152-25 also made additional changes to when a bill becomes delinquent and when a service shut off may occur due to nonpayment.
- C. Since the language included in Ordinance 4152-25 was adopted by amendments from the dais, it also included a provision delaying implementation for 90 days to provide time for staff to evaluate the changes and recommend improvements to the ordinance.
- D. The following amendments are recommended by staff.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.160 is hereby amended as follows:

14.04.160. Billings.

All bills for sewage disposal service shall be rendered monthly and shall become due and payable at the office of the city treasurer on or before the twentieth day after date shown on monthly billing and six days thereafter the account shall become delinquent.

Section 2. EMC 14.16.270 is hereby amended as follows:

14.16.270 Resuming Service.

Should it be desired to resume water service to a premises after the service has been shut off, a written notice by the owner or the owner’s authorized agent shall be given to the utilities division, after which the water shall be turned on, provided payment in full has been rendered to the utilities division for all arrears and past due charges against the premises and the owner thereof.

Section 3. EMC 14.16.650 is hereby amended as follows:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twentieth day after the date shown on the monthly statement, and six days thereafter shall become delinquent.

Section 4. EMC 14.16.660 is hereby amended as follows:

14.16.660. Service shut-off and penalty for delinquent charges.

If the account becomes delinquent, and remains delinquent for 21 days, water service may be shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together

with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 5. EMC 14.16.700 is hereby amended as follows:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises whose utility account has become delinquent and remains delinquent for 21 days in the payment of charges for sewer service provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 6. 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 7. 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 8. 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 9. 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. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Amending Ordinance 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs," Fund 354, Program 100, to Accumulate All Costs for the Project

Council Bill #

CB 2602-06

Agenda dates requested:

Briefing
 1st Reading 02/25/26
 Proposed action 03/04/26
 Consent
 Action 03/11/26
 Ordinance
 Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

425.257.8305

Email:

KMoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Thornton A. Sullivan Park Floating Dock Repairs

Partner/Supplier: East Slope Earthworks, LLC

Location: 11405 Silver Lake Rd. Everett, WA 98208

Preceding action: Funding Ordinance [4084-25](#)

Fund: 354, Program 100 (CIP-3)

Fiscal summary statement:

On March 26, 2025, City Council adopted a funding Ordinance to fund the design, engineering, and construction costs for the proposed repairs to three floating docks in the amount of \$140,000. This amendment will add \$70,000 in project funding to complete the project. The source of funds for this project is Fund 354, Program 100 (CIP 3).

Project summary statement:

Thornton A. Sullivan Park at Silver Lake is one of City of Everett’s most beloved parks and has been a hub of water-based activities for generations of park users. The three floating docks are an integral feature of beach activity, serving organized programming and the general public. At well-over thirty years old the floating docks are long-overdue for deferred maintenance.

Based on a preliminary assessment and recommendations from the engineer’s report conducted in December 2023, many repairs are needed which include resurfacing to remedy significant spalling and delamination of the concrete surfaces, replacement of rotting bull rails, and replacing perimeter walers and edge/rub boards.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 4084-25 entitled, “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to accumulate all cost for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 4084-25 Entitled, "Thornton A. Sullivan Park Floating Dock Repairs," Fund 354, Program 100, to accumulate all costs for the project.

WHEREAS,

- A.** Ordinance No. 4019-24 was established to fund design.
- B.** Ordinance No. 4084-25 was established to fund design and construction costs for the project.
- C.** The City Council recognizes the value and need to provide Everett residents and visitors with recreation spaces.
- D.** The City recognizes that the floating docks at Thornton A. Sullivan Park are in need of repairs and maintenance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4019-24 which reads as follows:

The sum of \$40,000 is hereby appropriated to Fund 354, Program 100, "Thornton A. Sullivan Park Floating Dock Repairs," project.

A. Use of Funds	
Design and Permitting	<u>\$ 40,000</u>
Total	\$ 40,000

B. Source of Funds	
CIP 3	<u>\$ 40,000</u>
Total Project Cost	\$ 40,000

- 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.

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

A. Use of Funds	
Design	\$ 40,000
Construction	<u>\$ 100,000</u>
Total	\$ 140,000

B. Source of Funds	
CIP 3	<u>\$ 140,000</u>
Total Project Cost	\$ 140,000

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.

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4084-25 which reads as follows:

The sum of \$210,000 is hereby appropriated to Fund 354, Program 100, "Thornton A. Sullivan Park Floating Dock Repairs," project.

D. Use of Funds	
Design	\$ 40,000
Construction	<u>\$ 170,000</u>
Total	\$ 210,000

E. Source of Funds	
CIP 3	<u>\$ 210,000</u>
Total Project Cost	\$ 210,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a special improvement project entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.

Council Bill # *interoffice use*

CB 2602-07

Agenda dates requested:

Briefing	
1 st Reading	02/25/26
Proposed action	03/04/26
Consent	
Action	03/11/26
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: WFP Water Standpipe Replacement

Partner/Supplier: WA State Department of Health

Location: Water Filtration Plant (WFP)

Preceding action: None

Fund: 336 - Water & Sewer System Improvements Fund

Fiscal summary statement:

The WA State Department of Health awarded the City a \$500,000 loan through the Drinking Water State Revolving Fund (DWSRF) program for design costs on the project.

The programmed available funding for design of this project is \$750,000. This includes the DWSRF loan funds totaling \$500,000 and Fund 401 – Water & Sewer Utility funds totaling \$250,000.

Project summary statement:

The WFP’s water supply system is critical infrastructure that includes a 200,000-gallon standpipe and 8-inch diameter cast iron standpipe supply line. The standpipe and supply line were constructed in 1966. A 2019 condition assessment found corrosion at the base of the standpipe and its anchor bolts. A plantwide resiliency, reliability, and redundancy assessment performed in 2021 found that the standpipe and supply line have reached the end of useful service life and need replacement.

This project will replace the plant water standpipe and standpipe supply line.

Council approval of this ordinance will provide funding for the design phase of the project. The department will return with a subsequent funding ordinance amendment request when design is substantially complete and more detailed construction cost estimates are available.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "WFP Water Standpipe Replacement" Fund 336, Program 052.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WFP Water Standpipe Replacement” Fund 336, Program 052, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned water filtration infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new improvements at the Water Filtration Plant.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 052, entitled “WFP Water Standpipe Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$750,000 is hereby appropriated to Fund 336, Program 052, “WFP Water Standpipe Replacement” as follows:

A. Estimated Project Design Costs	\$ 750,000
B. Source of Funds	
Department of Health - DWSRF Loan	\$ 500,000
Fund 401 – Water/Sewer Utility Fund	<u>250,000</u>
Total Funds	\$ 750,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title:

An ORDINANCE adopting a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

Council Bill # *interoffice use*

CB 2602-08

Agenda dates requested:

Briefing 2/25/26
 2nd Reading 3/04/26
 Consent
 Action 3/11/26
 Ordinance x
 Public hearing
 Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

SD_1-ordinance

Department(s) involved:

Legal
Police

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

LOffutt@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Ordinance relating to Endangerment with a Controlled Substance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement:

NA

Project summary statement:

This proposed ordinance would create a new gross misdemeanor crime known as Endangerment with a Controlled Substance. Under this new ordinance, a person is guilty of the crime if he or she knowingly or recklessly caused a child, someone under 18 years of age, to be exposed to a Schedule I or Schedule II controlled substance, as scheduled in state or federal law. Schedule I and Schedule II controlled substances include, among others, heroin, fentanyl, LSD, ecstasy, and cocaine. The ordinance provides that providing a scheduled drug to a child pursuant to a valid prescription is not a violation of the ordinance.

Exposing a minor to methamphetamine is a class B Felony under RCW 9A.42.100. This ordinance does not regulate violations that amount to a violation of RCW 9A.42.100.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

ORDINANCE NO. _____

An ORDINANCE adopting a new chapter of the Everett Municipal Code relating to Endangerment with a Controlled Substance.

WHEREAS,

- A.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.
- B.** It is a Class B felony under RCW 9A.42.100 to knowingly or intentionally permit dependent children or adults to be exposed to, ingest, inhale, or have contact with methamphetamine or specific ingredients utilized for its production.
- C.** Efforts to amend RCW 9A.42.100 to include the knowing or intentional exposure to fentanyl and other synthetic opioids have repeatedly stalled in the State Legislature.
- D.** The Everett Police Department has investigated thirty-three overdoses involving minor victims since 2019. Over 35% of those investigations (36%) involved children ages 1-3¹. One was fatal. Of those involving very young children, seven are known to have involved fentanyl, including the fatal exposure.
- E.** Controlled substances come in all forms, and they are regularly made into powders, pills, candies, eye droppers, and nasal sprays.
- F.** Users are unable to discern by sight, taste, or smell just how potent and dangerous these illicit drugs may be due to unregulated sources. The identity, purity, and quantity are uncertain and inconsistent, thus posing significant adverse health risks not only to the user, but also to their family members or members of the public who may be exposed inadvertently or through secondhand contact.
- G.** The Washington State Office of the Family and Children's Ombuds Child Fatalities and Near Fatalities in Washington State 2025 report states that 25% of DCYF-investigated child fatalities, and 66% of near-fatalities, were caused by accidental ingestions and overdoses of controlled substances, with 78% of those combined incidents involving fentanyl². Fentanyl accounted for 30 of the 38 accidental ingestions by children under 11.
- H.** These risks are particularly high for infants and toddlers who may live in close proximity to and come in contact with controlled substances through no fault of their own. Over half (52.5%) of

¹ Accurate as of Feb. 13, 2026.

² Office of the Family and Children's Ombuds (OFCO), *2025 Annual Report* (Dec. 2025), <https://ofco.wa.gov/sites/default/files/2025-12/2025%20OFCO%20Annual%20Report.pdf> (accessed Feb. 13, 2026).

children involved in accidental ingestions and overdoses investigated by DCYF in 2024 involved children aged 0 and 1 years old³.

- I. For those who survive exposure, non-fatal opioid-involved overdoses can result in immediate and long-term complications such as brain injury, developmental difficulties, psychiatric effects, and respiratory complications.
- J. The City encourages the State Legislature to amend RCW 9A.42.100 in such a way that appropriately criminalizes recklessly or knowingly permitting a child to be exposed to, ingest, inhale, absorb or have contact with any controlled substance, including synthetic opioids.
- K. In the interim, the City Council finds that it is necessary and appropriate in protecting the public health, safety, and welfare to take immediate steps to protect children from the dangers of exposure to powerful controlled substances such as fentanyl and deter the endangerment of children caused by exposure to these substances.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Findings adopted

The findings set forth in the above recitals are hereby adopted and incorporated by reference. Further, the City Council specifically finds that the regulation of the conduct addressed in this Ordinance is a valid exercise of police power.

Section 2. New Chapter 10.xx EMC

A new chapter 10.41 is hereby added to the Everett Municipal Code as chapter 10.41 EMC as follows:

Chapter 10.41

Endangerment with a Controlled Substance

10.41.010 Definitions

For the purpose of this Chapter, the following terms shall apply:

- A. "Child" shall mean the same as the term is defined in RCW 9A.42.010.
- B. "Controlled Substance" shall mean the same as the term is defined in RCW 69.50.101.
- C. "Prescription" shall mean the same as the term is defined in RCW 69.50.101.

10.41.020 Endangerment with a Controlled Substance

- A. Under circumstances not amounting to endangerment with a controlled substance under RCW 9A.42.100, a person is guilty of the crime of endangerment with a controlled substance if the

³ Office of the Family and Children's Ombuds (OFCO), *2025 Annual Report* (Dec. 2025), <https://ofco.wa.gov/sites/default/files/2025-12/2025%20OFCO%20Annual%20Report.pdf> (accessed Feb. 13, 2026).

person knowingly or recklessly causes a child to be exposed to, ingest, inhale, absorb, or have contact with any controlled substance classified in Schedule I or Schedule II as set forth in State or Federal law, or the smoke of a substance that the person knows, or reasonably should know, contains, or is contaminated with, a controlled substance classified in Schedule I or Schedule II.

- B. Administering or providing a controlled substance to a child in the course of delivering health care services pursuant to and in accordance with a valid prescription is not a violation of this Section.
- C. This chapter shall not apply to, nor be deemed or construed to conflict with, conduct specifically prohibited by RCW 9A.42.100.

10.41.030. Penalty for Violations

Any person who violates this section is guilty of a gross misdemeanor punishable by up to 364 days in jail and a \$5,000 fine.

10.41.040. Preemption

In the event the Washington State Legislature passes a law preempting this Chapter, this Chapter shall cease to have effect on the same date the state statute comes into effect. Any violation of this Chapter that occurs prior to the preempting statute coming into effect may be prosecuted and punished pursuant to 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: _____

Project title: 2026 Lodging Tax Funding Resolution

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 3/11/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 2026 Lodging Tax Funding Resolution

Department(s) involved:
 CPED

Contact person:
 Tyler Chism

Phone number:
 425-257-7107

Email:
 tchism@everettwa.gov

Initialed by:
 MF
 Department head

Administration

Council President

Project: 2026 Lodging Tax Funding Allocations

Partner/Supplier: N/A

Location: N/A

Preceding action: Lodging Tax Advisory Committee Public Meeting 2/12/2026

Fund: 138 Hotel Motel Tax, 112 Municipal Arts

Fiscal summary statement:

In accordance with RCW 67.28.1816, the City allocates hotel/motel tax revenues to tourism-related purposes.

For 2026, the Lodging Tax Advisory Committee (LTAC) recommends total expenditures of **\$784,959**, allocated as follows:

- **\$200,000** – Competitive tourism grants
- **\$100,000** – Everett Public Facilities District support
- **\$75,000** – Tourism marketing and promotion
- **\$75,000** – City tourism programs (Jetty Island Ferry, Wintertide, destination management)
- **\$334,959** – Municipal Arts Fund 112 (special events and cultural arts operations that generate overnight visitations)

Total 2026 expenditures not to exceed **\$784,959**.

Project summary statement:

On February 12, 2026, the LTAC held a public meeting to review grant applications and annual funding requests. The committee recommends allocating lodging tax funds to the programs listed above and itemized further in the proposed 2026 lodging tax funding resolution.

Recommendation (exact action requested of Council):

Approve the resolution authorizing 2026 Lodging Tax expenditures as recommended by the LTAC.



RESOLUTION NO. _____

A RESOLUTION approving the recommendations of the Lodging Tax Advisory Committee and allocating 2026 Lodging Tax Funds

WHEREAS,

- A. In compliance with RCW 67.28.1816 and EMC 2.130.040, the Lodging Tax Advisory Committee of the City of Everett (the “LTAC”) annually submits recommendations to the Everett City Council regarding the allocation of lodging tax funds.
- B. Under RCW 67.28.1816, lodging tax funds may be used for the following purposes:
 - (1) tourism marketing;
 - (2) marketing and operations of special events and festivals designed to attract tourists;
 - (3) supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
 - (4) the operations of tourism-related facilities owned or operated by nonprofit organizations.
- C. The City operates an annual competitive grant program, allowing applicants to seek funding dedicated to promoting tourism within the City of Everett.
- D. The LTAC reviewed the 2026 LTAC grant applications and conducted a public meeting on February 12, 2026, to deliberate and to reach a consensus on recommendations for the 2026 Lodging Tax Fund allocations.
- E. The LTAC recommends the following allocations of 2026 lodging tax funds to the following applicant organizations. These total \$200,000.

LTAC Recommended Organization	Project	LTAC Recommended Allocation
AMGRAF	2026 Everett Gallery Season	\$12,000
Cruzin’ to Colby	Cruzin’ to Colby Car Show	\$16,000
Downtown Everett Association	Summer in the City	\$10,000
Downtown Everett Partners	Downtown Flower Program	\$6,000
Eventuris, LLC	3on3 Basketball Tournament	\$11,000
Everett 4th of July Foundation	Fourth of July Parade	\$5,000

Everett Comedy	Comedy Show Series	\$10,000
Everett Pride	Pride Block Party	\$10,000
Gold Creek Equine Rescue (fiscal sponsor)	XCEL Regional Gymnastics	\$10,000
Greater Everett Chamber	Micro Watch Party Program	\$10,000
Imagine Children’s Museum	Game On! Soccer Exhibit	\$8,000
Port of Everett	Winter and Holiday Programs	\$10,000
Revolution Racing	Everett Performance Omnium	\$15,000
Run Super Series	Snohomish Women’s Run	\$5,000
Schack Art Center	Spring into Summer Event	\$10,000
Seagaze Music Foundation	Seagaze Music Fest	\$5,000
Snohomish County Music Project	Rock the Boat Concerts	\$10,000
Snohomish County Sports Commission	WIAA / 4A Basketball	\$5,000
Space 802	Milltown Marathon	\$5,000
Historic Everett Theatre	2026 Programs	\$5,000
US Quadball Inc	National Qualifier	\$2,000
Seattle Metro JO	Weekend Fastpitch Tournaments	\$15,000
USA Softball Seattle	Western Nationals	\$5,000

F. In addition, the LTAC reviewed application(s) from the City of Everett. The LTAC recommends the following allocations of lodging tax funds to the City of Everett for use in accordance with RCW 67.28.1816:

City of Everett Project	LTAC Recommended Allocation
Funding of operations of Everett Public Facilities District	\$100,000
2026 tourism promotions and marketing, to be executed by City marketing and communications departments	\$75,000
2026 City programs promoting tourism and encouraging overnight stays, including Jetty Island Ferry Service, Wintertide activations, and destination management activities	\$75,000
Municipal Arts Fund 112, for special events and cultural arts labor, maintenance, and operations	\$334,959

G. The City Council has duly examined the above recommendations put forth by the Lodging Tax Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The City Council approves the LTAC recommendations above and allocates the 2026 lodging tax funds in accordance with the “WHEREAS” provisions of this resolution.

Section 2. The Mayor is authorized to execute all contracts and take all other actions necessary to implement the allocations in accordance with this resolution, including without limitation grant agreements, professional service agreements, and other associated expenses.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President

Project title: Authorize the Mayor to Sign Amendment 3 to the Agreement for Indigent Defense Services with Everett Law Association

Council Bill # *interoffice use*

Project: Indigent Defense Services

Partner/Supplier: Everett Law Association

Location: Everett Municipal Court

Agenda dates requested:

Preceding action: Agreement for Indigent Defense Services with Everett Law Association, dated Nov. 8, 2018, and amendments 1 and 2.

Briefing

Proposed action

Consent

Action 3/11/26

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments: Agreement

Amendment #3

Department(s) involved:

Procurement & Court

Contact person:

David Hall; Theresa Bauccio-Teschlog

Phone number:

(425) 257-8624 (DH)

(425) 257-8901 (TBT)

Email:

dhall@everettwa.gov

tbauccio@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Fund: Fund 003 Indigent Defense Program

Fiscal summary statement:

The City currently spends approximately \$1,500,000 per year on primary indigent defense services. This amendment will increase this to approximately \$2,100,000 per year. No budget amendment is needed.

Project summary statement:

Individuals charged with misdemeanors and gross misdemeanors in the City of Everett are prosecuted in Everett Municipal Court. The vast majority of defendants cannot afford an attorney and qualify as "indigent" under state guidelines. The City is required by state and federal law to provide these indigent defendants with legal representation at City expense. Almost all of that representation is provided the City's main indigent defense provider, Everett Law Association.

The City's current contract with Everett Law Association (which expires December 31, 2028) is based on a projected case count of 3500 cases per year. However, as many are aware, there have been significant new rules by the Washington Supreme Court regulating the maximum caseload that each individual public defense attorney can carry. Compliance with these rules is not optional. To continue to service 3500 cases per year, these rules require Everett Law Association to hire additional public defense attorneys and move into a new larger office space to accommodate the new staff.

The proposed amendment increases compensation to account for this. This results in a compensation increase under the contract from about \$1,500,000 per year to about \$2,100,000 per year.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment 3 to the Agreement for Indigent Defense Services with Everett Law Association in the form substantially as provided.

**AMENDMENT NO. 3
TO AGREEMENT FOR INDIGENT DEFENSE SERVICES
BETWEEN THE CITY OF EVERETT
AND EVERETT LAW ASSOCIATION**

This Amendment No. 3 to Agreement for Indigent Defense Services (this “*Amendment*”) is dated for reference purposes April 1, 2026. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“*City*”) and Everett Law Association (“*Public Defender*”).

RECITALS

A. The City and Public Defender are parties to the Agreement for Indigent Defense Services dated November 8, 2018 (the “*Agreement*”), as amended. All capitalized terms in this Amendment are as defined in the Agreement. Under the Agreement, the Public Defender provides indigent defense services in connection with the Everett Municipal Court.

B. Because of changes in the rules of the Washington Supreme Court, the Public Defender must hire additional public defense staff and must move to a larger office space. The purpose of this Amendment is to adjust the monthly compensation of the Public Defender to account for those rule changes.

AGREEMENT

The City and Public Defender agree as follows:

1. Office Space. When Public Defender finds an office space it desires to lease, Public Defender will notify the City and provide the proposed location and a copy of the proposed lease. The Public Defender will not execute a lease until the City has approved in writing the location and lease, which is at the City’s sole discretion (such City-approved lease, the “*Approved Lease*”). The Public Defender acknowledges that the City will not approve a lease for an office space on the ground floor fronting Colby Avenue.

2. Compensation. Effective April 1, 2026, the first paragraph of Section 2 of the Agreement is replaced with the following:

Compensation. Beginning April 1, 2026, the City shall pay to the Public Defender for services rendered under this Agreement the sum of \$149,464.50 per month, which is based on a projected case count of 3500 cases per year (such case count, the “*Projected Case Count*”). In addition to this compensation, the City will pay to Public Defender an additional \$9,792.50 per month as compensation to Public Defender for costs associated with post-sentencing hearings. As further compensation, beginning the month when Public Defender begins to pay rent under the Approved Lease, the City will also pay Public Defender each month an amount equal to (a) \$15,000 or (b) the amount by which the total rent paid by Public Defender under the Approved Lease for that month exceeds \$6,500, whichever of (a) or (b) is lesser. Public Defender acknowledges and agrees that

the maximum total compensation allowable under this paragraph per month is \$174,257, *i.e.*, \$149,464.50 + \$9,792.50 + \$15,000 = \$174,257.

This is based on a Projected Case Count of 3500 cases per year. Public Defender acknowledges that the City may make changes in its probation and other systems during the term of this Agreement, which may reduce the number of post-sentencing hearings. If such changes are made the City may reduce this additional compensation on a pro-rata basis as the number of post sentencing hearings are reduced.

3. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. This Amendment may be signed in ink or electronically, and any faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.

CITY OF EVERETT

EVERETT LAW ASSOCIATION

By:

By: _____

Cassie Franklin, Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Office of the City Clerk

Utilities Billing Ordinance

Public Works Staff

March 11, 2026

Ordinance 4152-25

- Aligned water and sewer due dates to on or before 20 days
- Added more time before account delinquency
- Added more time after account delinquency before shutoff



Summary of staff-proposed ordinance

- Account delinquency to 6 days past due instead of 10 days past due
- Adjusts the time an account remains delinquent before earliest possible shut-off
- Lowers the barrier to restore service after a shut-off
- Service restoration when past due amounts and fees are paid, rather than requiring all outstanding amounts to be paid



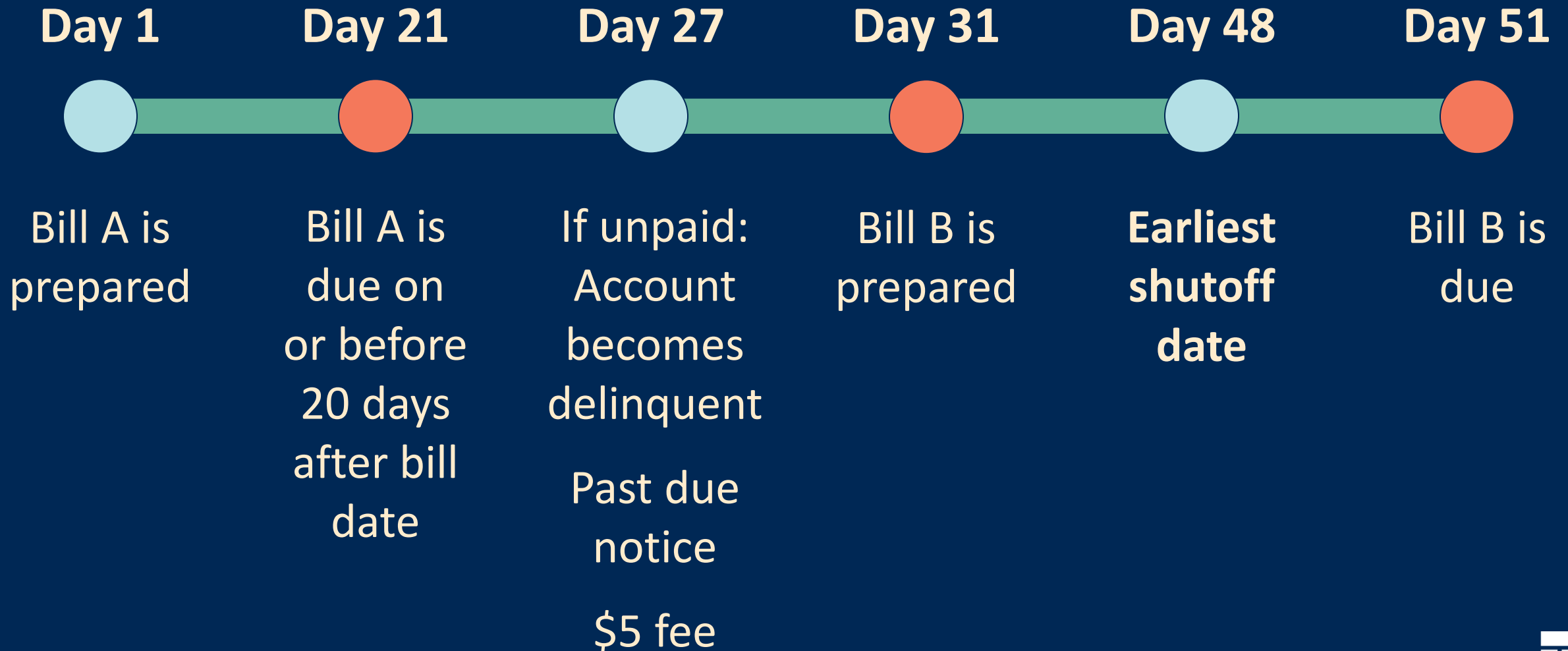
Additional customer service improvements

Empowering utility billing staff

- Fee removal policy
- Notice of disconnect – more time to respond and pay
- Arrangement options
- Resuming service
- Utility bill assistance
- Additional process improvements



Life of a bill as proposed



Long-term plans

Request for Proposals (RFP) to be issued in April for a new payment portal to improve customer payment experience

- Expanded payment options
- Proactive, customer notifications by text or email
- More flexible account management
- Intuitive dashboard and navigation
- Enhanced self-service payment tools





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.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
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: 3/11/26
NAME (required): Dave Habers
CITY (required): Stanwood ZIP (required): 98292
EMAIL (optional): PHONE (optional): 360 629-8998
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

YES - the comment period will follow the agenda item
AGENDA ITEM #:
NO - speak during general public comment, topic you would like to speak on:
Corvel L+I



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.

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

DATE: 3/11/20

NAME (required): STEVE OSS

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

Is your topic on today's agenda?

YES - the comment period will follow the agenda item

AGENDA ITEM #:

NO - speak during general public comment, topic you would like to speak on:

CORNEL



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.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
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: 3-11-26
NAME (required): Christina Sabella
CITY (required): ZIP (required): 98223
EMAIL (optional): PHONE (optional):
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

[] YES - the comment period will follow the agenda item
AGENDA ITEM #: _____

[x] NO - speak during general public comment, topic you would like to speak on:

LandI loss of job



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DATE: 3/11/26

NAME (required): Carra Metzler Chubb

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

EMAIL (optional): carrap1psn@gmail.com PHONE (optional): 360 399-6212

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

Is your topic on today's agenda?

[X] YES - the comment period will follow the agenda item

AGENDA ITEM #: _____

[] NO - speak during general public comment, topic you would like to speak on:

