



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, February 7, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 31, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,760,808.82 For The Period Ending January 20, 2024 Through January 26, 2023.

Documents:

[RES CLAIMS PAYABLE JAN 20, 2024 - JAN 26, 2024.PDF](#)

(2) Authorize Release Of Request For Proposal #2024-003 Collision Avoidance System In The Form Substantially Provided.

Documents:

[COLLISION AVOIDANCE SYSTEM.PDF](#)

(3) Authorize The Mayor To Sign Amendment No. 4 To The Professional Services Agreement With Otak, Inc., For DID5 Dike Repair Engineering Services To Include Support During Permitting Reviews And Increase The Total Compensation To An Amount Not To Exceed \$487,311.00.

Documents:

[OTAK-DD5 DIKE REPAIR-AMEND NO. 3.PDF](#)

(4) Authorize The Mayor To Sign The Interlocal Agreement With Snohomish Conservation District For An Amount Not To Exceed \$179,477.

Documents:

[SNO CONSERVATION DIST-REGREEN EVT BEHAVIOR CHANGE
CHAMPAIGN-ILA.PDF](#)

(5) Authorize The Mayor To Sign The Washington Department Of Fish And Wildlife Agreement Amendment Removing Task 1.3 (\$3,690) And Reducing The Total Grant Budget To \$440,020.

Documents:

[WDFW-REGREEN EVT BEHAVIOR CHANGE CAMPAIGN-GRANT
AMMENDMENT.PDF](#)

PROPOSED ACTION ITEMS:

(6) CB 2401-77 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Emma Yule Park Improvements", Fund 354, Program 064, As Established By Ordinance No. 3797-21. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-77.PDF](#)

(7) CB 2401-78 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Edgewater Creek Bridge Replacement" Fund 303, Program 115, To Accumulate All Costs For The Improvement And Repealing Ordinance No. 3719-19. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-78.PDF](#)

(8) CB 2401-79 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Forest Park Pickleball Court Installation", Fund 354, Program 093, To Accumulate All Design And Permitting Costs For The Project In The Amount Of \$250,000. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-79.PDF](#)

(9) CB 2401-80 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Kiwanis Park Renovations", Fund 354, Program 090, To Accumulate All Project Costs In The Amount Of \$411,000. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-80.PDF](#)

(10) CB 2401-81 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Larimer Barn Demolition", Fund 354, Program 097, To Accumulate All Costs For The Project In The Amount Of \$85,000. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-81.PDF](#)

(11) CB 2401-82 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled, Madison Morgan Park Improvements, Fund 354, Program 063, As Established By Ordinance No. 3818-21. (3rd & Final Reading 2/21/24)

Documents:

[CB 2401-82.PDF](#)

ACTION ITEM:

(12) Authorize The Mayor To Sign The 2024 Agreement With Western Display Fireworks, LTD For A 4th Of July Fireworks Show In The Amount Of \$75,000.

Documents:

[WESTERN DISPLAY LTD.PDF](#)

PUBLIC HEARING AND ACTION ITEM:

(13) Grant The Petition For The Proposed Vacation Of Larch, Hemlock, And Fir Streets Lying South Of 12th Street And North Of 14th Street In The Plat Of Baker Heights, And Direct Staff To Prepare An Ordinance Vacating Said Streets Subject To The Conditions As Contained In The Attached Staff Report.

Documents:

[EHA PARK DISTRICT STREET VACATION - PUBLIC HEARING PETITION.PDF](#)

COUNCIL BRIEFING AGENDA: (These Items Come Before The City Council Serving As A Council Committee Of The Whole And Are Likely To Be Scheduled At A Future Meeting.)

BRIEFING:

(14) Revenue Options

Documents:

[REVENUE OPTIONS.PDF](#)

[REVENUE OPTIONS RESOLUTION TO EXPLORE BALLOT MEASURE.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o 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.
- o 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

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o 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.

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period January 20, 2024 through January 26, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	836.20	101	Parks & Recreation	17,786.81
002	General Government	257,901.29	110	Library	13,186.28
003	Legal	133,108.61	112	Community Theater	6,785.25
004	Administration	6,565.94	120	Public Works-Streets	12,208.98
005	Municipal Court	560.29	130	Develop & Const Permit Fee	6,625.00
007	Human Resources	8.40	138	Hotel/Motel Tax	100,000.00
009	Misc Financial Funds	362,808.15	145	Real Property Acquisition	14,634.76
010	Finance	300.00	146	Property Management	2,593.64
015	Information Technology	4.20	152	Cum Reserve-Library	616.10
018	Communications, Mktg & Engag	860.25	153	Emergency Medical Service:	16,264.07
021	Planning & Community Dev	511.89	155	Capital Reserve Fund	60,545.67
024	Public Works-Engineering	8,940.39	156	Criminal Justice	12.60
031	Police	135,826.56	162	Capital Projects Reserve	500,000.00
032	Fire	4,032.84	198	Community Dev Block Gran	5,174.38
038	Facilities/Maintenance	2,864.13	303	PW Improvement Projects	135,781.31
TOTAL GENERAL FUND		\$ 915,129.14	336	Water & Sewer Sys Improv I	260,217.64
			354	Parks Capital Construction	1,250.00
			401	Public Works-Utilities	277,427.49
			425	Public Works-Transit	56,349.49
			430	Everpark Garage	18,389.70
			440	Golf	21,071.34
			501	MVD-Transportation Service	141,768.95
			503	Self-Insurance	3,820.15
			505	Computer Reserve	16,619.18
			507	Telecommunications	260.25
			508	Health Benefits Reserve	11,114.58
			637	Police Pension	54,568.83
			638	Fire Pension	90,607.23
			TOTAL CLAIMS		\$ 2,760,808.82

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President

Project title: Authorize release of Request for Proposal #2024-003 Collision Avoidance System in the Form Substantially Provided

Council Bill #

Agenda dates requested:

February 7, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No ☐

Budget amendment:

Yes ☒ X No ☐

PowerPoint

presentation:

Yes ☒ X No ☐

Attachments:

Request for Proposal

Department(s) involved:

Procurement, Transit, & IT

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: RFP #2024-003 Collision Avoidance System

Partner/Supplier: To be determined

Location: To be installed on Transit coaches and vehicles

Preceding action: None

Fund: 425

Fiscal summary statement:

The estimated contract value is approximately \$300,000 of which \$103,197 of this project will be funded by the Washington State Transit Insurance Pool as part of the Technology Risk Reduction Initiative Grant Program.

The highest-scored proposal will be brought to Council for consideration and award.

Project summary statement:

Staff is requesting City Council to authorize the issuance of Request for Proposal (RFP) #2024-003 for a collision avoidance system and related technology.

Safety is a top priority for Everett Transit. This RFP will allow Everett Transit to enhance the safety of the public transportation services provided by implementing collision avoidance systems and other related technologies that help minimize safety incidents. Additionally, the system will assist Everett Transit in meeting its safety target goals and industry standards.

Recommendation (exact action requested of Council):

Authorize release of Request for Proposal #2024-003 Collision Avoidance System in the form substantially provided.



PROCUREMENT

Request for Proposal #2024-003

Procurement Professional Point of Contact:

Jenny Chang, CPPB

Buyer

(425) 257-8904

bids@everettwa.gov

Collision Avoidance System

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	February 8, 2024
Pre-Proposal Meeting The purpose of this pre-proposal meeting will be to discuss and answer questions regarding this solicitation, the project scope, and how to submit a proposal. It is highly recommended that Contractors attend to facilitate questions regarding this project. Attendance is not mandatory.	1:00 p.m., February 27, 2024 The meeting will be held through a live event via TEAMS. Click here to attend. If you need technical assistance before or during the meeting, call 425-257-8905.
Deadline for Final Questions	March 8, 2024
Proposal Due Date	March 19, 2024, 2:00 p.m. Pacific Time
Anticipated Award	May 2024
Anticipated Contract Start Date	June 2024
Anticipated Contract Term	3 years with three (3) one-year extension options at the sole discretion of the City of Everett
<p align="center">Submit <u>Sealed</u> Proposals to:</p> <p align="center">City Clerk's Office – Attention: Procurement</p> <p align="center">2930 Wetmore Avenue, Suite 1A</p> <p align="center">Everett, WA 98201</p> <p>Clearly label the outside of the sealed envelope containing the original proposal response plus eight (8) 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 – Thursday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. - 5:00 p.m.</p>	
Information & Addenda: All Information including Addenda regarding this solicitation can be found at: https://www.everettwa.gov/2713/Bid-opportunities	

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

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

DRAFT - NOT TO BE USED FOR BIDDING

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 opening 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 one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

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

1.4 WITHDRAWAL OF PROPOSALS

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

1.5 SINGLE RESPONSE

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

1.6 MULTIPLE PROPOSALS

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

1.7 EVALUATION AND AWARD

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

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

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

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.
<https://www.sam.gov>

1.10 BUSINESS LICENSE

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

1.11 BID PROTEST PROCEDURES

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

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

1.12 NON-ENDORSEMENT

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

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

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

B. Proposals are Public Records

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

C. Public Records Exemption / Notice of RCW 39.10.470

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

D. Proposals Not Marked as Confidential

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

E. Process for Disclosing Information

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

F. Indemnification by Proposer

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

G. Consent to Procedure

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

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

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

1.15 NO OBLIGATION TO BUY

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

1.16 COST OF PREPARING PROPOSALS

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

1.17 CONTRACT TERMINATION

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

1.18 RECYCLE

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

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

Everett Transit is seeking a supplier to provide a collision avoidance system to enhance the safety of its fleet. This system is partially funded by the Washington State Transit Insurance Pool (WSTIP).

The key objectives of this system are to:

- Reduce the frequency and severity of incidents and events between buses, fixed objects, other vehicles, pedestrians, and cyclists.
- Improve safety for bus and paratransit drivers, passengers, and other road users.
- Provide drivers with effective tools and systems to prevent accidents and mitigate risks.
- Gather comprehensive data and reports on system engagement and effectiveness for assessment and analysis.

Safety is a top priority for Everett Transit. This RFP will allow Everett Transit to enhance the safety of the public transportation services provided by implementing collision avoidance systems and other related technologies that help minimize safety incidents.

Everett Transit envisions this system to have two major components and has provided specifications for each component. Part A describes the performance requirements for the system and equipment components. Part B describes the off-the-shelf software. The software is intended to work with the collision avoidance system.

The City intends to award one contract and does not anticipate an award to multiple companies. Regardless, the City reserves the right to make multiple or partial awards.

2.2 BACKGROUND

Everett Transit is a department within the City of Everett that operates Everett Station, located at 3201 Smith Ave., Everett, WA 98201. Everett Station is the largest multi-modal facility in Snohomish County, with over twenty bus routes serving station patrons across multiple providers. It owns and operates a fleet of 46 fixed-route buses, 26 paratransit vans, and 12 support vehicles.

Everett Transit's Safety Performance Targets, as outlined in the agency's Transit Development Plan (<https://everetttransit.org/DocumentCenter/View/2393/2023-Everett-Transit-TDP-Final>) and developed per the requirements of the Federal Transit Administration, demonstrate both percentage reduction and aspirational targets.

Based on claims and events data from January 2017 through September 2023, approximately 84% of Everett Transit's recorded events involved a collision, and about 44% of events were caused by operator action. Operator action is the most frequently cited cause in recorded events compared to other possible causes and causes the highest dollar amount of claims. The second most expensive cause of incidents was the distance between vehicles. These statistics demonstrate that one of the strongest steps Everett Transit can take to improve safety performance is reducing the risk of collisions caused by operator actions.

2.3 SUPPLIER'S RESPONSIBILITIES

The successful supplier will be responsible for the following, but is not limited to:

- Ensuring the system can be installed on existing heavy-duty buses, paratransit vans, and support vehicles as an aftermarket system and as part of a new build on future vehicle deliveries. All systems installed by the selected firm must include a written certificate of completion to be provided to the agency.
- Conducting an initial assessment of our fleet to ensure the system is compatible with all vehicle types. A list of current buses, vans, and support vehicles is provided in Appendix 1.
- Supplying and installing proposed collision avoidance systems that meet the performance requirements listed in the below sections.
- Providing comprehensive training to bus and paratransit training staff on the use of the collision avoidance system solution.
- Developing a system for real-time monitoring and data collection, including engagement reports and incident data.
- Conducting and providing regular maintenance and updates of the collision avoidance system solution to ensure optimal performance.
- Providing technical support and troubleshooting services to address any issues that may arise with the system.
- Assisting in analyzing collected data to evaluate the effectiveness of the collision avoidance system solution and identify areas for improvement, particularly in adjusting system settings.
- All equipment must be thoroughly secured. Placement and installation of the equipment must have minimum or no impact on the driver's view and require coordination with the agency's electronics technicians, risk management supervisor, and operations manager.

PART A – EQUIPMENT

2.4 SYSTEM PERFORMANCE REQUIREMENTS

The requirements defined in this section contain the overall general functions of the requested collision avoidance system. The successful supplier will be required to warrant that its proposed solution will fulfill the functionality described in the following and all functionality described in the supplier's literature. The system provided must be new and unused.

The following table illustrates the features that are either required or desired by the new collision avoidance system:

Functionality	D = Desired R = Required
Monitors objects in the external environment and their types, such as pedestrians, vehicles, cyclists, motorcycles, and static objects, such as speed signs and lane markings.	R
Monitors the distances of relative velocities within its detection scope when viewable to the system.	R

Equipment on the sides, rear, or front of the vehicle can detect vulnerable road users, including pedestrians, bicyclists, and motorcyclists with a higher risk in traffic activities, along with fixed objects.	R
All detections are functional in both day and night operating conditions.	R
Alerts the vehicle operator in the event of a potential imminent collision with identified or distinguished objects, environment types, or vulnerable road users.	R
Provides audio and visual alerts for each external object type within the sight of the operator in the seat within the vehicle.	R
Audio and visual alert settings can be configured during installation and setup.	R
Distinguishes proper and “accidental” lane changes. Accidental or improper lane changes can initiate an alert to the operator.	R
Performs headway monitoring with proximate vehicles based on current speed and the headway threshold for the existing roadway type. If the threshold is met, the system will provide an audio and visual warning as configured.	R
Recognizes viewable speed limit signs and gives the operator an excess speed warning.	R
Provides the operator with an audio and visual warning in case of a potential or imminent forward collision.	R
Current battery draw should be no more than one (1) minute after the bus engine has been shut down.	R
Includes a vision sensor unit with a high dynamic range CMOS (HDRC) camera and a built-in image processing board.	R
Includes a high visibility display with visual and audible alerts for driver awareness of vulnerable road users viewable in the danger zones and on a collision course with a vehicle or object. The high visibility display should include a readily accessible and user-configurable brightness control to dim the screen appropriately so as not to interfere with a driver’s night vision.	R
All parts must be identical and interchangeable between buses, paratransit vans, and support vehicles or among all types of vehicles.	R
The system must include all brackets, wiring, connectors, p-clamps, etc., needed for a complete and professional installation.	R
Capable of operation in temperature, humidity, and precipitation ranges encountered in Everett Transit’s service area, including the extremes registered in Washington state. The extremes are anticipated as follows: <ul style="list-style-type: none"> • Lowest temperature: 0°F • Highest temperature: 120°F • Lowest humidity: 50% 	R

<ul style="list-style-type: none"> Highest humidity: 90% <p>Highest rain: 10" or more per month.</p>	
Ability to engage the brake automatically in the event of a potential or imminent forward collision.	D
E-Mirrors that enhance the field of view for drivers and reduce blind spots.	D
External audible alarms for cyclists and pedestrians that may be within a blind spot of the vehicle during a turning movement.	D
Customized audio messaging when doors open, such as encouraging passengers to watch their step, etc.	D
3-year warranty for all equipment	D

2.5 **DELIVERY**

Delivery will be F.O.B. Destination to:

Everett Transit Operations Center
 Attn: Sabina Araya
 3225 Cedar St.
 Everett, WA 98201

The supplier assumes responsibility for the delivery of all equipment.

PART B – SOFTWARE

2.6 **EXISTING COMPUTING ENVIRONMENT AND MINIMUM REQUIREMENTS**

The proposed system should be designed and programmed to operate effectively using the City's technology standards, which are based on the following:

A. Server Infrastructure and Platforms

- Microsoft Service 2019 or 2022.
- Microsoft Internet Information Services (IIS) 10.0.
- VMware vSphere 6.
- Exchange Online.
- Microsoft SQL Service/2019 or Microsoft Azure SQL Database Managed Instances.
- Microsoft Azure Services.

B. Desktop Computing

- Microsoft Windows 10/11 Enterprise.
- Office365.

- Microsoft Edge.

C. Security

- System must not require user to have local administrative permissions to their workstation or system server for the system to function.
- Supports Active Directory or Azure Active Directory for authentication.
- Sensitive data will be encrypted in transit and at rest.

D. Additional technical features

- The City reserves the option to purchase its own hardware and Operating System (OS) or Database software when feasible. Suppliers should describe with specificity the hardware and OS or Database software requirements for supporting their proposed software product and providing satisfactory performance in the City's environment. Suppliers should propose servers and specialized equipment units that meet City standards, but the City reserves the right to obtain such equipment from other sources. All equipment proposed must be new equipment.
- Any remote access required by the supplier to provide maintenance or troubleshooting support must meet City security requirements and must be approved by the City Information Technology (IT) Director before implementation.
- The City strongly prefers that any hosted solution be hosted in Microsoft's Azure cloud services and leverage Azure Active Directory for authentication.
- The preferred database is Microsoft SQL Server. Products based on Oracle will not be considered.
- Hardware required for the system must be detailed in response, including any mobile devices and server hardware requirements.
- The system must provide access to the database or provide a method to export data in a way that will allow external reporting, ingestion into a Business Intelligence platform, or ingestion into an Open Data platform.
- Cloud and/or Off-Site Hosting Terms and Conditions are provided in Appendix 2.

2.7 SOFTWARE PERFORMANCE REQUIREMENTS

The requirements defined in this section contain the overall general functions of the requested software solution. The successful supplier will be required to warrant that its proposed solution will fulfill the functionality described in the following, as well as all functionality described in the supplier's literature or functionality presented in the software demonstrations.

All responses that indicate that functionality is available out-of-the-box, through configuration, a reporting tool, or through a third-party product, should be included in the costs submitted in this proposal. The cost for any additional modules or configurations should be broken out by specific requirement and included in Form 4.02 Price Sheet of the RFP response. Additionally, the module necessary to perform specific functionality must be included in the scope and cost of this proposal.

The City requires responding suppliers to propose a complete solution, which may include but is not limited to, software, hardware specifications, project management, and other technology services for the entire scope of the project.

The following table illustrates the features that are either required or desired by the new content management software:

Functionality	D = Desired R = Required
The solution is offered as a Software as a Service (SaaS) model with internet access and no software installation requirements.	R
Integrates with the collision avoidance system proposed.	R
Capable of managing content for all installed hardware types from a centralized control center.	R
Provides online status and uptime, with automated error monitoring and alerting and real-time system health and content monitoring.	R
All data is owned 100% by the City of Everett.	R
Any remote access required by the supplier to provide maintenance or troubleshooting support must meet City security requirements and be approved by the City Information Technology (IT) Director before implementation.	R
Support is offered online and via phone during the city's normal business hours and days, Monday – Friday, 6:00 a.m. to 5:00 p.m., Pacific Time.	R
The solution will be available to the City seven (7) days a week, with minimal maintenance downtime as pre-arranged and noticed in advance during off-peak business hours.	R
Regular software upgrades and patches.	R
Training is available for system administrators as well as end users via in-person, online, or on-demand.	R
Ability to connect to the proposed collision avoidance system through an existing cellular data router.	R
Online customer support portal for submitting and tracking issues.	R
Service Level Agreement (SLA) for service performance and availability.	R
The solution provides information regarding network utilization rates, any “call home” functionality or telemetry, “chatty” network behavior, and any steps taken to minimize the size of data packets and frequency of transfer.	D
Ongoing training opportunities are available after deployment.	D
The system can be managed by minimal IT staff support once set up.	D
Capable of providing the following metrics: <ul style="list-style-type: none"> • Number of times the alert is activated due to excessive speed • Number of times the alert is activated due to imminent collision 	D

<ul style="list-style-type: none"> • Number of times the alert is activated due to lane departure • Number of times the alert is activated due to hazards • Number of times the alert is activated due to the presence of vulnerable road users 	
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2.8 **SYSTEM ACCEPTANCE TESTING**

The supplier will be responsible for installing the equipment on all vehicles.

All equipment and software furnished and all work performed under this specification must be inspected and tested. Should any inspections or tests indicate that specific equipment, software, or documentation does not meet the specification requirement, the appropriate items must be replaced, repaired, upgraded, or added by the supplier as appropriate to correct the noted deficiencies at no cost to Everett Transit.

The supplier must explain on Form 4.03 Questionnaire how the proposed equipment and software would be inspected and tested to ensure it meets the RFP specifications. The following information must be included in the test plans:

- Testing schedules.
- Identification of all tests to be performed, the purpose of each test, and the identification of the functional requirement(s) being tested.
- Identification of hardware and software to be tested.
- Description of testing procedures.
- Description of measures of effectiveness or pass or fail criteria.
- Description of the methods and equipment used to record the test and test results.
- Description of the corrective actions and re-testing procedures.
- Identification of special testing conditions.

The Project Manager or designee reserves the right to witness any or all tests without charge and include a check for compliance with all requirements set forth in this document and the resulting contract. The supplier will provide reasonable notification to the Project Manager or designee of all tests no less than five (5) business days.

2.9 **SYSTEM TRAINING**

The supplier must provide a comprehensive training program that enables Everett Transit's employees to operate and maintain the system. The training plan must assume training for Everett Transit system operators and IT and maintenance personnel. Training topics must include, but not be limited to:

- Classroom training with a system-equipped transit vehicle for operators and operations supervisors.
- Training with management and administration staff responsible for overseeing the real-time and archived data and reports generated as part of the system's use.

- On-site training with a system-equipped transit vehicle for maintenance staff, including, but not limited to, diagnostic troubleshooting and preventive maintenance activities.

The supplier must provide a detailed training plan with the overall project schedule. All training will be conducted onsite at Everett Transit's facility or online. The choice of training/location method will be at the discretion of Everett Transit. When online training is performed, recording will be allowed for the sole use of the City. Copies of training may not be distributed to other parties without the consent of the City.

Course instructors must have prior training experience and intimate familiarity with all aspects of the systems, training materials, and training aids. The supplier must provide additional training at no cost to Everett Transit if modifications to the software or hardware are made after the initial training due to system(s) defect(s) or upgrade(s) within two (2) years of installations.

2.10 SYSTEM ROLES AND PERMISSIONS

The City would like to have separate roles and permissions depending on the internal user. At a minimum, similar to:

- **Standard User:** The user can view data and produce reports.
- **Administrator:** has the ability to change delegations and settings, restrict or provide access, or add users.

2.11 REQUIRED LICENSES

Pricing must be provided for full and complete access for a minimum of ten (10) users starting at the initial implementation of the software. The City reserves the right to request additional users throughout the duration of the contract.

2.12 CITY OF EVERETT RESPONSIBILITIES

The City of Everett will be responsible for the following:

- Coordinate with awarded supplier for software implementation.
- Monitor and review the supplier's performance, reports, and data provided under this contract.
- Provide system configuration requirements.
- Schedule training.
- Provide additional hardware and resources, if needed.

2.13 QUANTITIES

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

2.14 CONTRACT CHANGES

The City of Everett reserves the right to make changes, additions to, or deductions from these specifications, provided that they conform to the general scope of the collision avoidance system and

related software. The supplier will not affect any change without the prior written approval of the City of Everett. In the event of a change, the City will provide the supplier with a thirty (30) day written notice of such change.

2.15 PRICING ADJUSTMENTS

Prices must remain firm for the initial twelve (12) months of the three (3) year contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier must supply documentation 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-Bellevue 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 considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City, which will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

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

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

2.16 PAYMENT

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

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

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

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

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

3.2 SELECTION PROCESS

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

3.3 CONTRACT AWARD AND EXECUTION

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

The award of a contract to the successful supplier will be notified 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	200	Evaluate responses to Questionnaire 4.03. *Part A Equipment – 150 points *Part B Software – 50 points
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 if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none"> are realistic for the work to be performed and demonstrate that the Supplier understands the Scope of Work. *Part A Equipment – 75 points *Part B Software – 25 points
	Total	450	

3.5 DEMONSTRATIONS

The City of Everett may request demonstrations with the highest-ranked supplier(s). The purpose of the demonstration, if requested, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. The City of Everett will schedule demonstrations with the finalist(s) as to the time and date.

If selected for a demonstration, the supplier must demonstrate its ability to meet the City's needs by supplying a vehicle with the proposed product installed. The vehicle is expected to be the presentation of the product and its capability. Demonstrations will be done on-site at Everett Station.

DRAFT - NOT TO BE USED FOR BIDDING

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

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


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

- 1. Form 4.01 Supplier Commitment and Information (included)**
- 2. Form 4.02 Price Sheet (included)**
- 3. Form 4.03 Questionnaire – Narrative responses** to the questions asked in. 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. Form 4.04 Certificate of Non-Debarment/Suspension (included)**
- 5. Form 4.05 Certification Regarding Conflict of Interest (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 (**next page**) 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	
	<p>City Clerk's Office Attention: Procurement 2930 Wetmore Avenue, Suite 1A Everett, WA 98201</p> <p>RFP Number: 2024-003</p> <p>RFP Title: Collision Avoidance System</p> <p>Procurement Professional: Jenny Chang, CPPB</p> <p>Supplier:</p>

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION
REQUEST FOR PROPOSAL #2024-003 COLLISION AVOIDANCE SYSTEM

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

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

The Supplier also certifies that:

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

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

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

FORM 4.02 PRICE SHEET**REQUEST FOR PROPOSAL #2024-003 COLLISION AVOIDANCE SYSTEM**

Supplier Name:

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

Complete the below price sheet for each part of the RFP. If there is a conflict between the unit price and the extended price, the unit price shall govern. The modules necessary to perform specific functionality must be included in the scope and cost of this proposal.

The cost for any additional modules or configurations should be broken out by specific requirement and included in Part A and B of Form 4.02 Price Sheet. Clearly identify any services mentioned in your response that would be an additional expense.

Part A – Equipment				
#	Description	Unit Price	Quantity	Extended Price
1	Fixed-route buses	\$	46	\$
2	Installation on fixed-route buses	\$	46	\$
3	Paratransit vans	\$	26	\$
4	Installation on paratransit vans	\$	26	\$
5	Support vehicles	\$	12	\$
6	Installation on support vehicles	\$	12	\$

Optional Features and Products		
Feature	Estimated Quantity	Unit Price
External audible alarm – fixed route buses	46	\$
External audible alarm – paratransit vans	26	\$
Automatic braking system – fixed route buses	46	\$
Automatic braking system – paratransit vans	26	\$
Automatic braking system – support vehicles	12	\$
E-Mirrors – fixed route buses	46	\$
E-Mirrors – paratransit vans	26	\$

E-Mirrors – support vehicles	12	\$
Customizable messages – fixed-route buses	46	\$
Customizable messages – paratransit vans	26	\$
Customizable messages – support vehicles	12	\$

Part B – Software								
Description			Unit Price		Estimated Quantity	Extended Price		
<u>License Services</u>								
Software License Fees			\$		10 Licenses	\$		
<u>Professional Services</u>								
Base Training					\$			
Implementation and Configuration Services					\$			
<u>Annual Software Maintenance and Support</u>								
Year 1					\$			
Year 2					\$			
Year 3					\$			
<u>Annual increase for subsequent years for software maintenance and support</u>								
Year 4		%	Year 5		%	Year 6		%
<u>Optional Additional Services</u>								
Modules or Add-Ons					Unit of Measure	Unit Price		
						\$		
						\$		
						\$		
						\$		

FORM 4.03 QUESTIONNAIRE

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

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

Part A – Equipment

- A.** Describe your implementation process. Include how much time will be needed from the City of Everett staff.
- B.** What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.
- C.** How will we benefit from your approach?
- D.** Complete the following assessment. Mark whether the product that your company is proposing either fully meets (Full), partially meets (P), or doesn’t meet (No) the required or desired functionality.

Functionality	D = Desired R = Required	No	Partial	Full
Monitors objects in the external environment and their types, such as pedestrians, vehicles, cyclists, motorcycles, and static objects, such as speed signs and lane markings.	R			
Monitors the distances of relative velocities within the scope of its detection when viewable to the system.	R			
Equipment on the sides, rear, or front of the vehicle have the ability to detect vulnerable road users, which include pedestrians, bicyclists, and motorcyclists with a higher risk in traffic activities, along with fixed objects.	R			
All detections are functional in both day and night operating conditions.	R			
Alerts the vehicle operator in the event of a potential imminent collision with identified or distinguished objects, environment types, or vulnerable road users.	R			
Provides audio and visual alerts for each external object type within the sight of the operator in the seat within the vehicle.	R			

Audio and visual alert settings can be configured during installation and setup.	R			
Distinguishes proper and “accidental” lane changes. Accidental or improper lane changes can initiate an alert to the operator.	R			
Performs headway monitoring with proximate vehicles, based on current speed and the headway threshold for the current roadway type. The system will provide an audio and visual warning (as configured) if the threshold is met.	R			
Recognizes viewable speed limit signs and provides the operator with an excess speed warning.	R			
Provides the operator with an audio and visual warning in the event of a potential/imminent forward collision.	R			
Battery draw (current) should be no more than one (1) minute after the bus engine has been shut down.	R			
Includes a vision sensor unit with a high dynamic range CMOS (HDRC) camera and a built-in image processing board.	R			
Includes a high visibility display with visual and audible alerts for driver awareness of vulnerable road users viewable in the danger zones and on a collision course with a vehicle or object. The high visibility display should include a readily accessible and user-configurable brightness control to dim the screen appropriately so as not to interfere with a driver’s night vision.	R			
All parts must be identical and interchangeable between buses, paratransit vans, and support vehicles or among all types of vehicles.	R			
The system must include all brackets, wiring, connectors, p-clamps, etc., needed for a complete and professional installation.	R			
Capable of operation in temperature, humidity, and precipitation ranges encountered in Everett Transit’s service area, including the extremes registered in Washington state. The extremes are anticipated as follows: <ul style="list-style-type: none"> • Lowest temperature: 0°F • Highest temperature: 120°F • Lowest humidity: 50% • Highest humidity: 90% 	R			

Highest rain: 10" or more per month.				
Ability to engage the brake automatically in the event of a potential/imminent forward collision.	D			
e-Mirrors that enhance the field of view for drivers and reduce blind spots.	D			
External audible alarms for cyclists and pedestrians that may be within a blind spot of the vehicle during a turning movement.	D			
Customized audio messaging when doors open (such as encouraging passengers to watch their step etc.)	D			
3-year warranty for all equipment	D			

- D.** Describe the physical components that would be installed on vehicles and their functionality (size, quantity, connections needed, installation requirements, etc.)
- E.** Describe the maturity level of the equipment used (what generation model you are offering etc.)
- F.** Describe how the features of the product your company is proposing fully meet or exceed the required or desired features listed above.
- G.** Describe how the features of the product your company is proposing partially meet the required or desired functionality listed above.
- H.** Describe any required or desired functionality that your product does not meet.
- I.** Address any remaining points in the specifications not described above.

Part B –Software

- A.** Provide a copy of your software service agreement.
- B.** Describe your implementation process. Include how much time will be needed from the City of Everett staff.
- C.** Complete the following assessment. Mark whether the product that your company is proposing either fully meets (Full), partially meets (P), or doesn't meet (No) the required or desired functionality.

Functionality	D = Desired R = Required	No	Partial	Full
The solution is offered as a Software as a Service (SaaS) model with internet access and no software installation requirements.	R			

Integrates with the collision avoidance system proposed.	R			
Capable of managing content for all installed hardware types from a centralized control center.	R			
Provides online status and uptime, with automated error monitoring and alerting, and real-time system health and content monitoring.	R			
All data is owned 100% by the City of Everett.	R			
Any remote access required by the supplier to provide maintenance or troubleshooting support must meet City security requirements and be approved by the City Information Technology (IT) Director before implementation.	R			
Support is offered online and via phone during the city's normal business hours and days, Monday – Friday, 6:00 a.m. to 5:00 p.m., Pacific Time.	R			
The solution will be available to the City seven (7) days a week, with minimal maintenance downtime as pre-arranged and noticed in advance during off-peak business hours.	R			
Regular software upgrades and patches.	R			
Training is available for system administrators as well as end users via in-person, online, or on-demand.	R			
Ability to connect to the proposed collision avoidance system through an existing cellular data router.	R			
Online customer support portal for submitting and tracking issues.	R			
Service Level Agreement (SLA) for service performance and availability.	R			
Solution provides information regarding network utilization rates, any “call home” functionality or telemetry, “chatty” network behavior, and any steps taken to minimize the size of data packets and frequency of transfer.	D			
Ongoing training opportunities are available after deployment.	D			
The system can be managed by minimal IT staff support once set up.	D			
Capable of providing the following metrics: <ul style="list-style-type: none"> Number of times the alert is activated due to excessive speed 	D			

<ul style="list-style-type: none"> • Number of times the alert is activated due to imminent collision • Number of times the alert is activated due to lane departure • Number of times the alert is activated due to hazards • Number of times the alert is activated due to the presence of vulnerable road users 				
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- D.** Describe how the features of the product your company is proposing fully meet or exceed the **required or desired** features listed above.
- E.** Describe how the features of the product your company is proposing partially meet the **required or desired** functionality listed above.
- F.** Describe any **required or desired** functionality that your product does not meet.
- G.** Describe with specificity the hardware and OS or database software requirements for supporting your proposed software product.
- H.** Provide information on value-added products, services, or functionalities that may be of benefit to the city.
- I.** Describe how users and permissions are managed. What is the maximum number of user accounts provided with software implementation? Include your permissions settings.
- J.** Describe how the proposed hardware and software would be inspected and tested in accordance with Section 2.8.
- K.** Address any remaining points in the specifications not described above.

3. Communication, Customer Services, and Training

- A.** Describe how your company or project manager will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.
- B.** Provide a proposed on-site classroom training program with a system-equipped transit vehicle for operators and operations supervisor. Describe the information provided and its duration.
- C.** Provide a proposed training program with management and system administration staff responsible for overseeing the real-time and archived data and reports that are generated as part of the system's use. Describe the information provided and its durations. Identify how the training will be conducted, whether online or on-site.
- D.** Provide a proposed on-site classroom training program with a system-equipped transit vehicle for maintenance staff including, but not limited to, diagnostic troubleshooting and preventative maintenance activities. Describe the information provided and its duration.
- E.** Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- F.** Where is your customer service center located, and what are your customer service hours (Pacific Time)?

- G.** How will your project manager communicate with the City of Everett's project manager in all phases of the contract? (How often are status reports provided)?
- H.** Describe any operation, maintenance, repair, and training manuals that your company will provide as part of this RFP.

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than three (3) completed relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:
 - a.** Company name and full address.
 - b.** Point of contact name, title, e-mail address, and phone number.
 - c.** Contract title, number, start and completion dates.
 - d.** Contract description, order, and service details.
- B.** Do you perform customer satisfaction assessments/surveys? If so, how are you rated?
- C.** Provide feedback collected from previous customers regarding your performance.
- D.** What is the average length of your contracts?
- E.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.
- F.** How long has your product been available commercially?
- G.** How often are your product upgrades?
- H.** When are upgrades or patches applied? Include particular days and times that software maintenance is scheduled.

FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

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

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

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

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

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

Signature of Authorized Official

Title of Authorized Official

Date

FORM 4.05 CERTIFICATION REGARDING CONFLICT OF INTEREST

The Vendor is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Vendor hereby certifies under penalty of perjury under the laws of the State of Washington that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Vendor, any affiliates, any proposed subconsultants or key personnel of any of these organizations.	
Vendor/Company Name:	
Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Signature:	Date:

OR

Name of Individual/Company to which potential conflict of interest might apply:	
Nature of potential conflict of interest:	
Proposed Remedy:	
Vendor/Company Name:	
Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Signature:	Date:

SECTION 5 – ACRONYMS & DEFINITIONS

ADA: Americans with Disabilities Act.

API: Application Programming Interface.

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.

GTFS: General Transit Feed Specification.

IT: Information Technology.

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”.

Off-the-shelf: software that is configurable with no need for customization.

Offeror: see “Supplier”.

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

Prime Contractor: see “Supplier”.

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

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

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

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

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

Submittals: information 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.

TDP: Transit Development Plan.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.



SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Agreement Documents in the Basic Provisions.

BASIC PROVISIONS	
Solicitation	Enter name and number of solicitation
Service Provider	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Brief Summary of Work	Enter summary. One line maximum
Completion Date	Select date
Extension Provision	Enter extension provision or N/A

BASIC PROVISIONS	
Maximum Compensation Amount	Enter dollar amount
Agreement Documents	<p>The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any:</p> <p>Enter additional contract document(s) or N/A</p> <p>Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions.</p> <p>During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. A purchase order is only a notice to proceed, and the purchase order’s preprinted terms and conditions are not part of this Agreement.</p>
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address
Additional Provision(s)	Enter other provision(s) or N/A.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Click for Dropdown Menu</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for Dropdown Menu</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
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SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

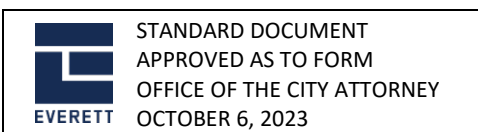
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in the Agreement Documents.
 - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - D. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider’s material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 - B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - D. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance.
 - E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
9. **Risk of Loss**. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
 10. **Independent Contractor**. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 11. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
 12. **Compliance with Federal, State and Local Laws**. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
 13. **Compliance with the Washington State Public Records Act**. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act.
 14. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age,

disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

15. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
16. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
17. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
19. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
20. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
21. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
22. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
23. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

Appendix 1

Updated: January 2024

Everett Transit Fixed-Route Fleet

No.	Year	Make/model	Vehicle code	Vehicle identification number (VIN)	Agency vehicle number	Actual life odometer	Agency's ULB (Year)	Fuel type
1	2007	GILLIG BUS 40 FT	1	15GGD211771078486	B0200	588,787	15	D
2	2007	GILLIG BUS 40 FT	1	15GGD211971078487	B0201	576,610	15	D
3	2007	GILLIG BUS 40 FT	1	15GGD211071078488	B0202	556,061	15	D
4	2007	GILLIG BUS 40 FT	1	15GGD211271078489	B0203	570,803	15	D
5	2012	GILLIG BUS 40 FT	1	15GGD2715C1180449	B0204	348,216	15	D
6	2012	GILLIG BUS 40 FT	1	15GGD2711C1180450	B0205	373,709	15	D
7	2006	GILLIG BUS 35 FT	2	15GGB211761076824	B0301	709,216	15	D
8	2006	GILLIG BUS 35 FT	2	15GGB211961076825	B0302	708,012	15	D
9	2006	GILLIG BUS 35 FT	2	15GGB211261076827	B0304	724,211	15	D
10	2006	GILLIG BUS 35 FT	2	15GGB211461076828	B0305	736,145	15	D
11	2006	GILLIG BUS 35 FT	2	15GGB211261076830	B0307	691,489	15	D
12	2006	GILLIG BUS 35 FT	2	15GGB211461076831	B0308	669,894	15	D
13	2009	GILLIG BUS 40 FT BRT	1	15GGD301791176265	B0500	461,567	15	DH
14	2009	GILLIG BUS 40 FT BRT	1	15GGD301991176266	B0501	472,488	15	DH
15	2009	GILLIG BUS 40 FT BRT	1	15GGD301091176267	B0502	509,708	15	DH
16	2013	GILLIG BUS 40 FT BRT	1	15GGD3014D1181836	B0503	366,126	15	DH
17	2013	GILLIG BUS 40 FT BRT	1	15GGD3016D1181837	B0504	329,581	15	DH
18	2013	GILLIG BUS 40 FT BRT	1	15GGD3018D1181838	B0505	354,772	15	DH
19	2013	GILLIG BUS 40 FT BRT	1	15GGD301XD1181839	B0506	340,213	15	DH
20	2013	GILLIG BUS 40 FT BRT	1	15GGD3016D1181840	B0507	340,694	15	DH
21	2013	GILLIG BUS 40 FT BRT	1	15GGD3018D1181841	B0508	325,508	15	DH
22	2013	GILLIG BUS 40 FT BRT	1	15GGD301XD1181842	B0509	365,089	15	DH
23	2001	ORION V BUS MARK V	1	1VHAH3H2316501715	B0112	613,645	15	D
24	2001	ORION V BUS MARK V	1	1VHAH3H2716501717	B0114	628,694	15	D
25	2001	ORION V BUS MARK V	1	1VHAH3H2716501720	B0117	607,205	15	D
26	2002	ORION V BUS MARK V	1	1VHAH3H2926501879	B0119	607,005	15	D
27	2002	ORION V BUS MARK V	1	1VHAH3H2926501896	B0121	753,325	15	D
28	2018	PROTERRA CATALYST E2	1	1M9TH16J2JL816247	B0700	67,836	12	E
29	2018	PROTERRA CATALYST E2	1	1M9TH16J6JL816249	B0701	57,404	12	E
30	2018	PROTERRA CATALYST E2	1	1M9TH16J3JL816242	B0702	37,726	12	E
31	2018	PROTERRA CATALYST E2	1	1M9TH16J7JL816244	B0703	61,830	12	E
32	2019	PROTERRA CATALYST E2	1	1M9TH16J5KL816406	B0704	59,993	12	E
33	2019	PROTERRA CATALYST E2	1	1M9TH16J7KL816407	B0705	62,965	12	E
34	2019	PROTERRA CATALYST E2	1	1M9TH16J9KL816408	B0706	51,412	12	E
35	2020	PROTERRA ZX5 HERON	1	7JZTH13J7LL000324	B0707	17,312	12	E
36	2020	PROTERRA ZX5 HERON	1	7JZTH13J9LL000325	B0708	8,193	12	E
37	2022	GILLIG BUS 35 FT	1	xxx197422	B0730		12	E
38	2022	GILLIG BUS 35 FT	1	xxx197423	B0731		12	E
39	2022	GILLIG BUS 35 FT	1	xxx197424	B0732		12	E
40	2022	GILLIG BUS 40 FT	1	xxx197381	B0740		12	E
41	2022	GILLIG BUS 40 FT	1	xxx197382	B0741		12	E
42	2022	GILLIG BUS 40 FT	1	xxx197383	B0742		12	E
43	2022	GILLIG BUS 40 FT	1	xxx197384	B0743		12	E
44	2022	GILLIG BUS 40 FT	1	xxx197385	B0744		12	E
45	2022	GILLIG BUS 40 FT	1	xxx197386	B0745		12	E
46	2022	GILLIG BUS 40 FT	1	xxx198419	B0746		12	E

Everett Transit Paratransit Fleet

No.	Year	Make/model	Vehicle code	Vehicle identification number (VIN)	Agency vehicle number	Actual life odometer	Agency's ULB (Year)	Fuel type
1	2016	Ford E450 SD CUT BUS	11	1FDXE4FS2GDC50287	B0052	117,806	8	G
2	2016	Ford E450 SD CUT BUS	11	1FDXE4FS4GDC50288	B0053	122,622	8	G
3	2016	Ford E450 SD CUT BUS	11	1FDXE4FS6GDC50289	B0054	115,764	8	G
4	2018	Ford E450 SD CUT BUS	11	1FDXE4FS1HDC68555	B0055	48,380	8	G
5	2018	Ford E450 SD CUT BUS	11	1FDXE4FS3HDC68556	B0056	66,348	8	G
6	2018	Ford E450 SD CUT BUS	11	1FDXE4FS5HDC68557	B0057	87,180	8	G
7	2018	Ford E450 SD CUT BUS	11	1FDXE4FS9JDC06701	B0058	87,842	8	G
8	2019	Ford E450 SD CUT BUS	11	1FDFE4FS6KDC47669	B0059	25,674	8	G
9	2019	Ford E450 SD CUT BUS	11	1FDFE4FS6KDC47672	B0060	39,912	8	G
10	2019	Ford E450 SD CUT BUS	11	1FDFE4FS4KDC47671	B0061	17,907	8	G
11	2019	Ford E450 SD CUT BUS	11	1FDFE4FS2KDC47670	B0062	38,287	8	G
12	2019	Ford E450 SD CUT BUS	11	1FDFE4FS8KDC47673	B0063	32,362	8	G
13	2019	Ford E450 SD CUT BUS	11	1FDFE4FS1KDC47675	B0064	29,202	8	G
14	2019	Ford E450 SD CUT BUS	11	1FDFE4FS3KDC47676	B0065	31,540	8	G
15	2019	Ford E450 SD CUT BUS	11	1FDFE4FSXKDC47674	B0066	18,753	8	G
16	2019	Ford E450 SD CUT BUS	11	1FDFE4FS5KDC47677	B0067	31,610	8	G
17	2019	Ford E450 SD CUT BUS	11	1FDFE4FS5KDC47680	B0068	22,574	8	G
18	2019	Ford E450 SD CUT BUS	11	1FDFE4FS9KDC47679	B0069	20,903	8	G
19	2019	Ford E450 SD CUT BUS	11	1FDFE4FS7KDC47678	B0070	26,787	8	G
20	2019	Ford E450 SD CUT BUS	11	1FDFE4FS7KDC47681	B0071	25,242	8	G
21	2019	Ford E450 SD CUT BUS	11	1FDFE4FS9KDC47682	B0072	31,772	8	G
22	2019	Ford E450 SD CUT BUS	11	1FDFE4FS0KDC47683	B0073	26,722	8	G
23	2019	Ford E450 SD CUT BUS	11	1FDFE4FS2KDC47684	B0074	28,838	8	G
24	2019	Ford E450 SD CUT BUS	11	1FDFE4FS4KDC47685	B0075	29,989	8	G
25	2019	Ford E450 SD CUT BUS	11	1FDFE4FS6KDC47686	B0076	17,660	8	G
26	2010	Ford E450 SD CUT BUS	11	1FDFE4FS1ADA78921	B0077	195,546	8	G

Everett Transit Support Vehicles

No.	Eqpmt. Code	Equipment description	Condition (points)	Age (years)	Remaining useful life (years)	Replacement cost (\$)	Comments
1	5	2010 TOYOTA PRIUS II	4.00	11	4	\$50,000	VIN: JTDKN3DU9A0116212
2	5	2011 Chrysler Van	4.25	10	5	\$50,000	VIN: 2D4RN4DG5BR718479
3	5	2011 Chrysler Van	4.25	10	5	\$50,000	VIN: 2D4RN4DG5BR718480
4	5	2005 CHEV VENTURE - MINI VAN	3.00	16	0	\$42,000	VIN: 1GNDVQ3E25D130766
5	5	2011 FORD ESCAPE HYBRID	4.00	10	5	\$40,000	VIN: 1FMCU5K3XBKA1553
6	5	2011 CHEV COLORADO	4.25	10	5	\$40,000	VIN: 1GCDSCFE8122563
7	5	2008 FORD F350 POWERSTROKE DIESEL	2.50	13	2	\$82,500	VIN: 1FTWX30528EB26037
8	5	2017 FORD ESCAPE	4.50	4	11	\$40,000	VIN: 1FTMCU9GD5HUB45842
9	5	2018 Ford Police Interceptor Utility	4.25	3	12	\$55,000	VIN: 1FM5K8AR3JGC18210
10	5	2018 Ford Police Interceptor Utility	4.50	3	12	\$55,000	VIN: 1FM5K8AR5JGC18211
11	5	2019 DODGE 3500 HD PICK-UP TRUCK	4.50	2	13	\$82,500	VIN: 1GNFH15T161225467
12	5	Ford F450 XL REG X2	4.00	4	11	\$80,000	VIN: 1FDUF4GY6HEB37716

APPENDIX 2

ADDENDUM (CLOUD/OFFSITE HOSTING)

Vendor:	
Agreement:	

The City of Everett (City) and the Vendor are parties to the Agreement as shown in the table above. Regardless of anything to the contrary in the Agreement, the Vendor agrees as follows:

- 1. Compliance Requirements:** The Vendor must maintain System and Organization Controls 2 (SOC2) compliance and provide annual SOC2 reports to demonstrate Vendor's compliance with the Trust Services Criteria. The Vendor must ensure that all systems and services provided to the City meet or exceed the SOC2 requirements. Vendor will also promptly notify the City of any changes in its SOC2 compliance.
- 2. Data Ownership:** The City shall own all right, title and interest in its data related to the Agreement. The Vendor shall not access City User accounts, or City Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at City's written request.
- 3. Confidentiality:** The Vendor shall protect the confidentiality of City data and shall not disclose any City data to any third party without the City's prior written consent. The Vendor shall maintain appropriate security measures to protect City data from unauthorized access, use, or disclosure.
- 4. Data Protection:** Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of City data at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of City data and comply with the following conditions:
 - a. All data obtained by the Vendor from the City or from affiliates of the City under the Agreement shall become and remain property of the City.
 - b. At no time shall any data or processes which either belongs to or are intended for the use of City or its officers, agents, or employees, be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use unless such use is authorized by the City in writing.

- 5. Data Location:** The Vendor shall not store or transfer non-public City data outside of the United States. This includes backup data and disaster recovery locations. The Vendor will permit its personnel and contractors to access City data remotely only as required to provide technical support.
- 6. Encryption:**
- a. The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - b. For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples of such information include without limitation: social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be agreed to by City and Vendor technical staffs.
When the Vendor cannot maintain encryption at rest, the Vendor must maintain, for the duration of the Agreement, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with Attachment A to this Addendum. Additionally, where encryption of data at rest is not possible, Vendor must provide to the City a description of its existing security measures that provide a similar level of protection.
- 7. Breach Notification and Recovery:** The City requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Vendor will provide notification without unreasonable delay and all communication shall be pre-coordinated with the City. When the Vendor or their subcontractors are responsible for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach, including without limitation credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The City rejects any limitation on liability that purports to relieve a vendor from its own negligence or to the extent that it purports to create an obligation on the part of the City or State of Washington to hold a vendor harmless.
- 8. Notification of Legal Requests:** The Vendor shall notify the City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to, the data of the City. The Vendor shall

not respond to subpoenas, service of process, and other legal requests related to the City without first notifying the City and providing the City a reasonable opportunity to respond, unless prohibited by law from providing such notice and opportunity.

9. Termination and Suspension of Service: In the event of termination or expiration of the Agreement, the Vendor shall implement an orderly return of City data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of City data.

- a. *Suspension of services:* During any period of suspension or contract negotiation or disputes, the Vendor shall not take any action to intentionally erase any City data.
- b. *Termination or Expiration of any services or Agreement in entirety:* In the event of termination or expiration of any services or the Agreement in entirety, the Vendor shall not take any action to intentionally erase any City data for a period of 90 days after the effective date of the termination/expiration. After such 90-day period, the Vendor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, dispose of all City data in its systems or otherwise in its possession or under its control as specified in section 9.d below. Within this 90-day period, Vendor will continue to secure and back up City data covered under the Agreement.
- c. *Post-Termination Assistance:* The City shall be entitled to any post-termination assistance generally made available with respect to the services provided under the Agreement unless a unique data retrieval arrangement has been established as part of the Agreement or otherwise agreed in writing by the Vendor and the City.
- d. *Secure Data Disposal:* When requested by the City or when required under section 9.b above, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the City.

10. Background Checks: The Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of dishonesty, including, but not limited to, criminal fraud. The Vendor shall promote and maintain awareness of the importance of securing the City's information among the Vendor's contractors, employees and agents.

- 11. Data Dictionary:** Prior to go-live, the Vendor shall provide to the City a data dictionary.
- 12. Security Logs and Reports:** The Vendor shall allow the City access to system security logs that affect the engagement under the Agreement, its data and or processes. This includes the ability for the City to request a report of the records that a specific user accessed over a specified period of time.
- 13. Contract Audit:** The Vendor shall allow the City to audit conformance to Agreement terms, system security and data centers as appropriate. The City may perform this audit or contract with a third party at its discretion at the City's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Vendor's business.
- 14. Subcontractor Disclosure:** The Vendor shall identify to City technical staff all of its strategic business partners related to services provided under the Agreement, including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- 15. Third-Party Vendors:** The Vendor may use third-party vendors to provide services to City. The Vendor must ensure that any third-party vendor is also SOC2 compliant and must provide to the City evidence of compliance upon City request.
- 16. Business Continuity:** The Vendor will maintain a comprehensive continuity of operations plan consistent with SOC2 requirements and will regularly review and update the plan as necessary. The Vendor will provide the City with notice of any changes to the continuity of operations plan that may impact the City's use of the services under the Agreement.
- a. In the event of a disruption of the Vendor's operations, the Vendor will use commercially reasonable efforts to restore service as soon as possible, consistent with SOC2 requirements.
 - b. The Vendor will conduct regular tests of its continuity of operations plan to ensure that it is effective and up-to-date.
- 17. Operational Metrics:** The Vendor and the City technical staffs shall reach agreement on operational metrics and document these metrics in the Agreement or elsewhere in writing. Examples include, but are not limited to:
- a. Advance notice and change control for major upgrades and system changes

- b. System availability/uptime guarantee/agreed-upon maintenance downtime
- c. Recovery time objective/recovery point objective
- d. Security vulnerability scanning

18. Third Party Supplier Access to City Data: The Vendor will provide an initial list of suppliers with access to City data and maintain the list for the duration of the Agreement. The Vendor will notify the City within 90 days of any change to the supplier list.

This Addendum is part of the Agreement. In the event of any inconsistency between provisions of the Agreement and this Addendum, the provisions most stringent on the Vendor shall control.

Signature on this Addendum may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature.

VENDOR:

By: _____

Printed Name: _____

Title: _____

**ATTACHMENT A
TO
ADDENDUM
(CLOUD/OFFSITE HOSTING)**

When the Vendor cannot maintain encryption at rest for sensitive personally identifiable or otherwise confidential information, the Vendor must maintain, for the duration of the Agreement, a policy of cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the following schedule and requirements:

Tiered Coverage Schedule

Number of PII records	Limits of cyber liability insurance required (occurrence = data breach)
1-10,000	\$2,100,000 per occurrence
10,001 – 50,000	\$3,200,000 per occurrence
50,001 – 100,000	\$4,250,000 per occurrence
100,001 – 500,000	\$16,000,000 per occurrence
500,001 – 1,000,000	\$32,000,000 per occurrence
1,000,001 – 10,000,000	\$106,000,000 per occurrence

The insurance policy shall comply with all of the following requirements:

- Issued by an insurance company acceptable to the City and in force for the entire term of the Agreement, inclusive of any term extension(s).
- Contain a liability limit no less than the per occurrence limit stated in the table above, which is based on the maximum system PII record count and the Ponemon Institute average public sector breach cost per record (which is \$164 per record as of _____, 2023).
- Shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
- Must include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.
- Shall apply separately to each insured against whom claim is made or suit is brought, subject to the Vendor's limit of liability, if any.
- Shall include a provision requiring that the policy cannot be cancelled without thirty days written notice to the City.
- Shall provide that the Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
- Contain coverage that shall be primary, and not excess, to any other insurance carried by the City.

Vendor shall provide the City written evidence of insurance complying with the above requirements immediately upon City request. In the event Vendor fails to so provide such evidence or to maintain the required insurance coverage, the City may, in addition to any other remedies it may have, terminate the Agreement.

Project title: Amendment No. 4 to Professional Services Agreement with Otak, Inc., for Diking Improvement District No. 5 Dike Repairs

Council Bill #**Agenda dates requested:**

February 7, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

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

Proposed Agreement

Department(s) involved:

Public Works

Contact person:

Grant Moen

Phone number:

425-257-8947

Email:

gmoen@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Amendment No. 4 to PSA with Otak, Inc.**Project:** Diking Improvement District No. 5 (DID5) Dike Repairs**Partner/Supplier:** Otak, Inc.**Location:** Smith Island – DID5**Preceding action:** Amendment No. 3**Fund:** 401 – Water & Sewer Utility Fund**Fiscal summary statement:**

The City of Everett seeks to amend a Professional Services Agreement with Otak, Inc., increasing the compensation by \$15,000.00 for a total compensation amount not to exceed \$487,311.00. The local funding source for this project is Fund 401 Water and Sewer Utility Fund. Costs are to be reimbursed by Diking District No. 5 through UT 3652-1-410 and UT 3652-2-410.

Project summary statement:

Public Works seeks to amend a Professional Services Agreement with Otak, Inc., to include additional engineering services and increase the total compensation. The original PSA included consultant services and engineering analyses related to dike repair feasibility and alternatives assessment. Amendment 1 included final design of dike repairs west of Interstate 5 (I-5) to State Route 529. Amendment 2 included preliminary and final design of dike repairs under I-5 and east of I-5 to the Snohomish County setback dike. Amendment 3 extended the term of the existing PSA.

This amendment (Amendment No. 4) revises the scope to include additional engineering support during permitting reviews and will provide additional funds (\$15,000.00) to support the additional tasks.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 4 to the Professional Services Agreement with Otak, Inc., for DID5 Dike Repair engineering services to include support during permitting reviews and increase the total compensation to an amount not to exceed \$487,311.00.



**AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT**

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

Service Provider	Otak, Inc.
City Project Manager	Emily Coba
	ecoba@everettwa.gov
Original Agreement Date	8/15/2016

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: <i>Enter new Completion Date, if any</i> If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$472,311.00
	Compensation Added (or Subtracted) by this Amendment	\$15,000.00
	Maximum Compensation Amount After this Amendment	\$487,311.00

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

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

OTAK, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Russell Gaston

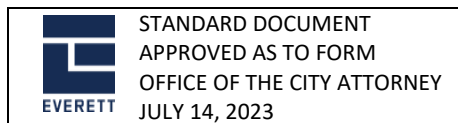
Signer's Email Address: russ.gaston@otak.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



SCOPE OF WORK DESIGN/ENGINEERING SERVICES

City of Everett
DD5 Dike Repair Design
OTAK Project No. 32758.C00
January 2024

Amendment No. 4

Introduction

The City of Everett (City) is anticipating receipt of comments from permitting agencies related to the DD5 Dike Repair Design project (Project). This scope provides engineering support for response to agency comments from City of Everett Shoreline Conditional Use (CUP), United States Army Corps of Engineers (USACE) Section 404 and Section 10 permit, Washington State Department of Ecology (WDOE) 401 Water quality Certification and Shoreline Permit, Endangered Species Act (ESA) Section 7 Consultation from NOAA Fisheries and the United States Fish and Wildlife Services (USFWS) and the Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) (Agencies – USACE, City of Everett, WDOE, and WDFW). (Services – NOAA Fisheries and USFWS). Otak completed the engineering design for the Project in April, 2022. Otak performed initial comment review for Department of Ecology comments in March 2023. The City has now requested that Otak provide support to the City in responding to Agencies comments related to design of the proposed dike repair improvements.

Otak will review comments and related design documents, prepare responses supported by exhibits, and attend review meetings with the Agencies.

Scope Assumptions

1. The City will lead all correspondence and comment responses with Agencies; Otak will provide technical support related to engineering design completed in April, 2022.
2. The Level-of-Effort estimate provided to the City is an estimate of hours for comment response, however, the number and nature of comments that will be received are unknown. The response services will be provided on an as-requested basis and the scope and level-of-effort will be reviewed with the City when comments are received and a request for review is made.
3. The scope will be completed within a six month period from February through July 2024.
4. Narrative responses and exhibits demonstrating the elements of the layout related to impacts will be sufficient for Agencies and Services to accept the responses.
5. This task scope does not include redesign of the dike repair improvements or revisions to previous design plans, technical reports, or dike stability assessment. If redesign is needed, additional scope and budget will be negotiated.
6. Geotechnical services are not included in this task scope.
7. Agencies comments related to easements, property acquisition, and mitigation ratios will be answered by the City, or others.

Task 11 - 2023 Ecology Comment Response Support

This task is complete.

Task 12 – Agencies Comment Response Support

Task 12.1 - Project Management and Coordination

Otak will manage, coordinate, and oversee the team to complete the scope of services within the project schedule. The duration of the Project is assumed to be approximately six months, ending in July 2024. It is assumed that USCOE Comment Response and meetings drives the schedule duration.

Task 12.2 – Comment Review and Response Support

Task 12.2.A - Review Agencies Comments and Related Design Documents

The purpose of this task is to review Agencies comments and review design documents and determine reasons for design decisions. Design documents include 100% plans, previous correspondence with the City and design report.

Task 12.2.A Assumptions

- Up to (2) Intake meeting online with City staff (1-hour long) attended by up to three Otak staff members is included. Meetings are assumed to be hosted online by the City. Multiple agency comments will be reviewed during each meeting.

Task 12.2.B - Respond to Agencies Comments

The purpose of this task is to prepare responses to Agencies' comments related to the engineering design completed in April, 2022. Otak will provide a narrative response for each agency comment and supporting exhibits to describe the site constraints and basis of design.

Task 12.2.B Deliverables

- Narrative response for comments in Word – 2 Drafts Versions and 1 Final Version (electronic .doc).
- Exhibits to support narrative response – 2 Draft Versions and 1 Final (electronic .pdf)

Task 12.2.B Assumptions

- Up to four total exhibits will be developed. The exhibits will be in the form of Bluebeam Markups of existing design drawings, or GIS figures.
- Data for GIS, such as wetland delineations are available in GIS format and will be provided by City if not already obtained.
- City will provide one set of consolidated comments for the first draft of comment responses and exhibits. Draft 2 will address the City's comments.
- Final deliverables will include incorporating comments from meeting with Agencies in Task 2.4 below. It is assumed that addressing Agencies comments after the meeting will include text revisions to narrative responses without addition of paragraphs or sheets and

figure edits will include revisions to notes and callouts without addition of sheets or plan views.

Task 12.2.C - Attend Meetings with Agencies

The purpose of this task is to support the City in their meeting with Agencies and Services to discuss comments and responses.

Task 12.2.C - Assumptions

- (2) meetings with City staff (1-hour long) attended by up to three Otak staff members is included. Meetings are assumed to be hosted online by the City. Meetings: one with USCOE, one with WDFW.
- Draft 2 deliverables from Task 2 will be used for meeting with Agencies.
- City will prepare the agenda for the meeting and lead the meeting.

Expenses

Additional reimbursable expenses are not anticipated to be required for this task. If required, reimbursable expenses will be billed under the expense phase from the original contract scope.

**City of Everett - DD5 Dike Repair Design
Amendment No. 4**

Otak Fee Estimate

Otak Project # 032758.C00

January 2024



Task	Description	Sr. PIC/Sr. PM Civil	Senior Hydraulics Engineer (CE X)	Civil Engineer X	Civil Engineer VI	Engineering Designer IV	Scientist V	Project Coordinator I	Total Hours	Total Budget by Task
11	2023 Ecology Comment Response Support									
12	Agencies and Services Comment Response Support									
12.1	Project Management and Coordination			6				10	16	\$2,504.00
12.2	Comment Review and Response Support									
12.2.	Review Agencies and Services Comments and Related Design Documents	1	4	4	12		4		25	\$4,916.00
12.2.	Respond to Agencies Comments	2	4	4	8		6		24	\$4,868.00
12.2.	Attend Meetings with Agencies			4	6		4		14	\$2,690.00
	Total Hours	3	8	18	26		14	10	79	
	Current Billing Rate	\$280.00	\$224.00	\$224.00	\$175.00	\$132.00	\$186.00	\$116.00		
	Total Labor Cost	\$840.00	\$1,792.00	\$4,032.00	\$4,550.00		\$2,604.00	\$1,160.00		\$ 14,978.00
	Direct Expenses									
	Total (Rounded)									\$ 15,000.00

*LOE numbers shown are for estimating purposes only, to reach a bottom line. Actual Otak staff personnel may vary based on staff availability, classification, billing rate, and category changes throughout the project duration.

Project title: Authorize the Mayor to sign the Interlocal agreement with Snohomish Conservation District to implement awarded Washington Department of Fish and Wildlife (WDFW) grant

Council Bill #**Agenda dates requested:**

February 7, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

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

Inter-local agreement with
Snohomish Conservation
District, Scope of Work and
Budget

Department(s) involved:

Public Works, Admin

Contact person:

Kathleen Baxter

Phone number:

425-257-8875

Email:

KBaxter@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Consideration: Interlocal agreement with Snohomish Conservation District**Project:** WDFW grant - Regreen Everett behavior change campaign**Partner/Supplier:** Snohomish Conservation District**Location:** Everett Basins: Swamp creek and North creek**Preceding action:** None**Fund:** 401 – Water & Sewer Utility Fund**Fiscal summary statement:**

The funding source for this agreement is a Washington Department of Fish and Wildlife grant. This attached Scope of Work and budget is not to exceed \$179,477.

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.

Snohomish Conservation District will play an integral role as the sub-recipient of this four-year grant as outlined in the attached Scope of Work, including project development and implementation of an incentive-based campaign to encourage the revegetation of riparian areas in Swamp and North Creek by local property owners.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal agreement with Snohomish Conservation District for an amount not to exceed \$179,477.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EVERETT
AND SNOHOMISH CONSERVATION DISTRICT**

This Interlocal Agreement (this “**Agreement**”) is entered into as of the date of last signature, by and between the CITY OF EVERETT, a Washington municipal corporation (the “**City**”) and SNOHOMISH CONSERVATION DISTRICT, a political subdivision of the State of Washington (the “**District**”).

RECITALS

- A. The City desires to work with the District to provide support to the Regreen Everett Behavior Change Campaign grant received by City from the Washington Department of Fish & Wildlife (**WDFW**), funded by the U.S. Environmental Protection Agency (the “**Grant**”). The District was listed as the coalition partner on the Grant application. The Grant is effective August 2, 2023 until June 30, 2027.
- B. The purpose of this Agreement is to establish the work the District will undertake pursuant to the Grant.
- C. The parties desire to enter into this Agreement to provide for the administration of the District’s work, pursuant to the Grant and the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. The Project. The District agrees to provide the services described in the attached “Exhibit A - Scope of Work and Budget” in a competent and professional manner. The Scope of Work so identified is hereafter referred to as the “**Work**”. In accordance with the Grant, the City agrees to pay the District for the services as described in the budget in the attached “Exhibit A - Scope of Work and Budget.”
- 2. Reporting. The District shall prepare and submit a quarterly invoice in accordance with Exhibit A. The invoices will summarize the Work performed and expenditures incurred by the District under this Agreement during the preceding quarter. These quarterly invoices will be submitted no later than March 31 for Quarter 1, June 30 for Quarter 2, September 30 for Quarter 3 and December 31 for Quarter 4. The City will pay invoices within 30 days after receipt.
- 3. Duration. This Agreement shall commence on the date of mutual execution of this Agreement and terminate on June 30, 2027, unless otherwise modified or terminated in accordance with the terms of this Agreement.
- 4. Modifications to Scope of Work. And Budget. The City and District may modify the Scope of Work and Budget attached as Exhibit A. Any such modification must be in writing and must be pre-approved by WDFW and signed by the Director of Public Works on behalf of the City and by an authorized representative of the District.
- 5. Termination. The parties agree to the following termination provisions:
 - A. Any party may, subject to the terms and conditions of the Grant, terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days written notice to the other party.

B. This Agreement is contingent upon grant funding. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement and prior to normal completion, this Agreement may be terminated by any party immediately upon written notice to the other party.

C. Upon termination of this Agreement as provided in this section or elsewhere, the District shall be paid only for work performed or expenses incurred prior to the effective date of termination in accordance with the Grant. No payment shall be made for any expense incurred or work done following the effective date of termination unless authorized in writing by the City and in accordance with the terms of the Grant.

6. Compliance with Grant / Applicable Law. The City will comply with all Grant requirements and obligations applicable to the City. The District will comply with all Grant requirements and obligations applicable to the District. A copy of the Grant terms and conditions is attached as Exhibit B and is incorporated into this Agreement. Both City and District will comply with all applicable law.

7. General Provisions.

A. Administration. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement. No separate administrative entity is created by this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

B. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

C. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

D. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

E. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

F. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

G. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to City	Notice to District
City of Everett, Public Works Attn: Apryl Hynes 3200 Cedar Street Everett, WA 98201	Snohomish Conservation District Attn: Linda Lyshall 528 91 st Avenue, Ste. A Lake Stevens, WA 98258

A Party may change its address by delivering written notice to the other parties of the new address.

J. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

K. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of their obligations under the Public Records Act.

L. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

M. Signatures. This Agreement will be signed with AdobeSign, which is fully binding.

[signatures on following pages]

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

CITY OF EVERETT

By: _____
Cassie Franklin,
Mayor

SNOHOMISH CONSERVATION DISTRICT

By: _____
Name: _____
Its: _____

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit A

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 assistance 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.

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: \$ 7,597

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).
- 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: \$ 72,440

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	\$ 2,002
Task 3.5	Website and story map	\$ 2,030
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	\$ 1,564
Task 6.2	Refine and relaunch outcomes	\$70,876
TOTAL		\$179,477

Exhibit A

EPA requirements for pass-through entities (City of Everett) and subrecipient (Snohomish Conservation District)

2 CFR 200.332: requirements for pass-through entities.

- i. **Subrecipient name:** City of Everett
- ii. **Subrecipient unique entity identifier:** LVPSLN4A2LF6
- iii. **Federal Award Identification Number (FAIN):** WDFW contract #: 23-23154
- iv. **Award date recipient:** August 1, 2023
- v. **Period of performance:** August 1, 2023 – June 30, 2027
- vi. **Budget period:** August 1, 2023 – June 30, 2027
- vii. **Amount of federal funds obligated by this action BY the pass-through entity TO the subrecipient:** \$440,020
- viii. **Total amount of the federal award committed to the subaward entity by the pass-through entity:** \$179,477
- ix. **Federal award project description:** This behavior change campaign will engage urban property owners at the headwaters of Lake Washington (Sammamish River watershed) to increase vegetation in riparian management zones in two city of Everett basins, Swamp and North creek thereby improving water quality and watershed resilience to climate change.
- x. **Federal awarding agency:** Environmental Protection Agency
- xi. **Original pass-through entity:** Washington Department of Fish & Wildlife
Subrecipient/Grantee/Pass-through entity for subaward: City of Everett
Subaward/Coalition partner: Snohomish Conservation District
Awarding official of the pass-through entity: Shaun Bridges, City of Everett, 3200 Cedar St, Everett WA 98201
- xii. **Assistance listings number and title:** 66.123 / Puget Sound Action Agenda: Technical Investigations and Implementation Assistance.
- xiii. **Identification of whether the award is R&D; and – NO R&D**
- xiv. **Indirect cost rate for the Federal award:** 10% or the current agreed upon Federal indirect rate.

Project title: Amendment to the Washington Department of Fish and Wildlife grant agreement

Council Bill #

Agenda dates requested:

February 7, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

X Yes ☐ No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Washington Department of Fish and Wildlife Grant Amendment & Agreement

Department(s) involved:

Public Works, Admin

Contact person:

Kathleen Baxter

Phone number:

425-257-8875

Email:

KBaxter@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Consideration: Washington Department of Fish and Wildlife grant amendment

Project: Regreen Everett behavior change campaign

Partner/Supplier: Washington Department of Fish and Wildlife

Location: Everett Basins: Swamp Creek and North Creek

Preceding action: WDFW Grant Agreement approved [8-30-2023](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

The budget for task 1.3 in the amount of \$3,690 has been removed from the budget. Total grant budget is reduced to \$440,020.

Project summary statement:

Task 1.3 involved the implementation of a survey to North and Swamp Creek landowners which by being paid under the grant triggered the Environmental Protection Agency's requirement to obtain approval under the Paperwork Reduction Act (PRA), which can be an extensive and grueling process lasting up to 12 months. City and WDFW representatives decided to rework the grant to get the same results through less arduous means.

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.

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.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Washington Department of Fish and Wildlife agreement amendment removing task 1.3 (\$3,690) and reducing the total grant budget to \$440,020.



GRANT AMENDMENT

TITLE: Regreen Everett Behavior Change Campaign

CONTRACTOR: City of Everett

AMENDMENT VALUE: <\$3,695.00>

AMENDMENT EFFECTIVE DATE: 01/15/2024

CONTRACT END DATE: 06/30/2027

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Everett is hereby amended as follows:

This amendment is intended to remove the Information Collection Requirements (task 1.3) and associated budget. The subrecipient is able to conduct the actual survey without using EPA funds and is requesting an amendment to remove task 1.3 and associated deliverables in the Statement of Work and remove funds allocated to task 1.3.

Summary of amendment changes:

- The attached statement of work replaces the original contract statement of work in full.
- The attached budget replaces the original contract budget in full.
- The effective date of this **Amendment 1** is January 15, 2024.
- Grant period end date remains unchanged, June 20, 2027.

The budget for task 1.3 (\$3,690) is removed. The total budget is reduced to \$440,020.

No other changes authorized under this Amendment.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF EVERETT

**WASHINGTON DEPARTMENT OF FISH
AND WILDLIFE**

Signature and Date

Signature and Date

Printed Name and Title

Printed Name and Title

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Attachment D

STATEMENT OF WORK

Regreen Everett Behavior Change Campaign

Subrecipient Organization: City of Everett

Investment Priority: Behavior Change

Action Agenda Strategy: Strategy #1 Smart Growth, Action #2 Reduce barriers to infill and redevelopment in high-growth areas.

Implementation Strategy alignment: Land Development and Cover

Subaward Coalition: Snohomish Conservation District

Subrecipient Contacts:

Grant Manager: Apryl Hynes, ahynes@everettwa.gov, 425-257-8992
3200 Cedar St., Everett, WA 98201

Grant Admin: Shaun Bridge, sbridge@everettwa.gov, 425-257-8823,
3200 Cedar St. Everett WA, 98201

Fiscal Office: Tatiana Sarmiento, tsarmiento@everettwa.gov, 425-257-8744,
3200 Cedar St. Everett WA, 98201

Signatory Authority: Cassie Franklin, cfranklin@everettwa.gov, 425-257-7112,
3200 Cedar St. Everett WA, 98201

Habitat Strategic Initiative Lead (HSIL) Contacts:

Subaward Manager: Teresa Miskovic, teresa.miskovic@dnr.wa.gov, 564-200-3509
1111 Washington St. SE Olympia, WA 98504

Subaward Admin email: nep.grants@dfw.wa.gov

Effective Date: August 1, 2023

Amendment 1 Effective Date: January 15, 2024

Expiration Date: June 30, 2027

Not to Exceed: \$ 440,020



OVERVIEW

This project will engage urban property owners at the headwaters of Lake Washington (Sammamish River Watershed) to increase vegetation in riparian management zones in two city of Everett basins, Swamp and North creek thereby improving water quality and watershed resilience to climate change. These basins were evaluated using a prioritization tool called FutureShed, which ranks each basin, from most impaired due to impervious area to least impaired by impervious area. The analysis showed both basins have the highest impairment levels and best potential for improvement through developing underutilized lands and road retrofits. The City's PROS (Parks, Recreation and Open Space) plan also identified Swamp and North creek as having less than twenty-five percent tree canopy and higher contingents of vulnerable populations that need resources, opportunity and investment to help connect them to green and natural spaces. The WRIA 8 Chinook Salmon Conservation Plan (2005) and the WRIA 8 10-Year Update of the Salmon Conservation Plan (2017) identified riparian planting and streamside landowner outreach and education about riparian stewardship and BMP implementation as key implementation strategies needed to protect and increase watershed resilience to climate change. This project will design and implement an urban stream regreen campaign, working with individual property owners in riparian management zones to increase plantings. The initial phase will identify and solicit input from property owners and local stakeholders to ascertain the barriers, benefits, and motivators to adopting this practice, which will then inform the campaign's design elements. After the initial pilot is evaluated, a year 2 launch will work to increase reach and larger contiguous clusters (or regreen clusters) in areas where property owners initially took advantage of the pilot.

Under the Land Development & Cover habitat implementation strategy to reduce barriers to infill and redevelopment in UGAs, there is a key opportunity in the Action Agenda to “improve the well-being of people living in high-growth areas by clearly defining needs for and increasing access to green spaces”. This project makes progress towards this outcome by increasing people's connection to nature, plants, trees, and water in their own backyards. Environmental justice priorities are addressed by targeting two specific basins within the city of Everett that have been shown to have the following combined environmental and demographic indicators:

- High population density
- High density of People of Color
- Low median income
- Little to no immediate access to a park or a trail
- Prevalence of “heat islands” or areas with high impervious surfaces, coupled with a lack of tree canopy
- Close proximity to heavy traffic roads which impact local air quality and other environmental health factors
- Less than twenty percent tree canopy

Given that this is a behavior change campaign, time will be spent on outreach and stakeholder questionnaires to identify the barriers, challenges and opportunities this community (or audience) has to this specific behavior. Information collection through questionnaires will not be funded through this subaward (i.e. will be conducted with non-EPA funds). Once these barriers are identified, social marketing principles will be engaged to design an incentivized approach that addresses, or all together removes, some of the possible barriers to action. By utilizing private property owners who live within riparian management zones, we hope to provide the first of many solutions that can start to make a difference to some of the environmental factors or disparities within North and Swamp creek - to take a step towards working collaboratively to build healthy, sustainable communities.

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:

- Reduced 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

The City of Everett (hereafter referred to as the subrecipient) will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission. The subrecipient will submit deliverables and invoices to the Habitat Strategic Initiative Lead (HSIL) subaward manager. Deliverables and invoice submission procedures are described in the [HSIL Subrecipient Manual](#).

The following are tasks, deliverables, and target completion dates associated with this this subaward:

▶▶ TASK 1. Project Development

This task must be completed before initiating any other work under this subaward. **Work completed on other tasks prior to completion of Task 1 may be ineligible for reimbursement.**

1.1 DEVELOP PROJECT PLAN

The subrecipient will complete the project plan template describing the work necessary to achieve the subaward deliverables. The template includes a timeline, workplan, budget, project success measures, and storytelling metrics. The Habitat Implementation Strategy (IS) lead and subaward manager will have the opportunity to provide input on the template and establish mutual expectations. The template provides the framework for quarterly reporting (Task 2.1) and clear communication between the HSIL and the subrecipient.

1.2 CULTURAL RESOURCE REVIEW

HSIL facilitates the review of projects for potential impacts to cultural resources, except as those listed below.

State or Federally Managed Lands.

Cultural resources compliance for projects implemented on state or federally owned or managed lands will be the responsibility of the land managing agency, regardless of subrecipient.

Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the subrecipient 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 subrecipient shall follow HSIL guidance and directives to assist it with such review as may apply. The subrecipient will work with the HSIL subaward manager to fulfill cultural resource review requirements. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the subrecipient.

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 subrecipient 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 subrecipient 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.

Subrecipient 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, the subrecipient will adopt an Inadvertent Discovery Plan (IDP). If subrecipients would like to use a template used by their organization, they will work with the HSIL Subaward Manager to ensure the template contains all information required by WDFW Cultural Resources Division. Subrecipients are 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 subrecipient shall immediately stop work and notify:

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

Subrecipient will take an IDP training from a resource approved by the HSIL subaward manager. Subrecipient 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.

Additional Cultural Resources Review and Consultation upon Work Zone Identification

When specific project “work zones” are identified,

1) HSIL will require the subrecipient 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 subrecipient 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).

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The following process will be followed:

- i. The subrecipient will submit the WDFW Cultural Resources Intake Form and provide a map or shapefile (polygons) of the project location(s).
- ii. Additionally, the subrecipient 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. Subrecipient 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. Require 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.

Summary of Task 1 Deliverables

Deliverable Number	Deliverable	Target Completion Date
1.1	Project Plan	October 10, 2023
1.2a	Completed Inadvertent Discovery Plan for non-ground disturbing work	April 10, 2024
1.2b	Documentation via email of IDP training completion	January 10, 2024
1.2c-i	WDFW Cultural Resources Intake Form and initial map or shape file (polygons) of project locations	July 10, 2024
1.2c-i	Map of individual project locations	October 10, 2025
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: \$15,940

►► TASK 2. Project Administration and Reporting

Task 2 describes project administrative and reporting requirements. The subrecipient will refer to and comply with all underlying state and federal terms and conditions.

2.1 PROGRESS REPORTING AND INVOICING

The subrecipient will submit quarterly progress reports by the specified target completion dates to the subaward manager as described in the [HSIL Subrecipient Manual](#).

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.

The subrecipient will submit invoices at least quarterly, but no more frequently than monthly.

2.2 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REPORTING

Subrecipients will submit MBE/WBE utilization reports each year as required by EPA terms and conditions included in this contract. Reports will be in the format described in the [HSIL Subrecipient Manual](#) and will include all qualifying purchases or will clarify that no qualifying purchases were made. MBE/WBE reporting periods are from October 1 to September 30 annually. Reports are due to the subaward manager 15 calendar days after the end of each reporting period.

2.3 CONTRACTS AND SUBAWARDS

The subrecipient will pass-through funds through subawards to applicant coalition partners (Snohomish Conservation District) to achieve the goals of this subaward. The subrecipient will provide copies of the final pass-through agreement.

2.4 CLOSE-OUT REPORT

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

Summary of Task 2 Deliverables

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
2.2	MBE/WBE Reporting	Annually on October 10
2.3	Copy of executed pass-through agreements	January 10, 2024
2.4a	Draft Close-out Report	May 1, 2027
2.4b	Final Close-out Report that incorporates HSIL comments	June 1, 2027

TOTAL ESTIMATED COST FOR TASK 2: \$45,990

►► TASK 3. Broader Impacts and Communication

The subrecipient will communicate project outcomes, lessons learned, and recommendations for next steps. The project factsheet, presenting at the Salish Sea Ecosystem Conference and participation in the HSIL subrecipient summit are required tasks. The subrecipient will also complete a webpage, story map, neighborhood workshops and presentation at one or more conferences.

3.1 PROJECT FACTSHEETS

Using the project factsheet template provided, the subrecipient will complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project and a brief description of the subrecipient's organization. The subrecipient will submit the initial factsheet with the first quarterly progress report. The subrecipient will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The HSIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

3.2 SALISH SEA ECOSYSTEM CONFERENCE (SSEC) ATTENDANCE AND PRESENTATION

Subrecipients are required to attend the Salish Sea Ecosystem Conference and submit 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. Provide documentation of "non-acceptance" if not accepted.

3.3 HSIL SUBRECIPIENT SUMMIT

HSIL is committed to building community and supporting knowledge exchange among HSIL subrecipients. HSIL will organize an annual gathering of active subrecipients to provide an opportunity for them to exchange information and connect on shared interests and goals for Puget Sound Recovery.

3.4 PRESENTATIONS AND WORKSHOPS

The subrecipient 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. Subrecipient will seek pre-approval from the subaward manager for conference participation expenses proposed to be charged to this task. The subrecipient 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 subrecipient present after the Task 5 pilot is complete to solicit feedback to incorporate into the Task 6 “relaunch”.

3.5 WEBSITE & STORY MAP

The Subrecipient will develop a Regreen Everett Webpage and Story Map to educate the public on the new behavior change campaign and how the campaign is connected to the long-term, system scale recovery planning efforts for North and Swamp Creek. The Webpage and Story Map will integrate multiple initiatives highlighted on the City’s website including the Stormwater Management Action Plan ([SMAP](#)) which identifies North Creek as a priority basin and the [Sustainability and Climate Action Plan](#), which envisions Everett as a leader in sustainability, climate action and the green economy. The goal of the Regreen Everett Webpage and Story Map is to spotlight outreach in highly urbanized, overburdened communities; highlight antidotal stories of people’s increased connection to nature, plants, trees, and water; and underscore actions that individuals can take to improve water quality in their own backyard.

Summary of Task 3 Deliverables

Deliverable Number	Deliverable	Target Completion Date
3.1a	Initial Project Factsheet	October 10, 2023
3.1b	Final Project Factsheet	June 1, 2027
3.2a	SSEC conference registration	April 10, 2026
3.2b	SSEC submitted conference abstract or documentation of “non-acceptance”	July 10, 2026
3.2c	If SSEC abstract accepted, copy of poster or presentation.	July 10, 2026
3.3a, 3.3b, 3.3c, 3.3d	Attendance at annual HSIL subrecipient summit	Annually on April 10, 2024 – April 10, 2027
3.4a	Conference abstracts and presentations	April 10, 2027
3.4b	Workshop materials developed	October 10, 2025
3.5a	Link to draft webpage and story map	October 10, 2026
3.5b	Link to final webpage and story map	June 1, 2027

TOTAL ESTIMATED COST FOR TASK 3: \$35,110

►► TASK 4. Social Marketing Research & Questionnaire Development

The subrecipient will perform formative social marketing research, a situational analysis, and audience questionnaires 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. A variety of audience research methods will be used to best design a behavior campaign with the intent to identify barriers, opportunities and social considerations that influence possible successful adoption of said behavior. Green stormwater infrastructure and water quality data, along with individual property assessments, will be compiled and evaluated for audience targeting and feasibility. Development of the questionnaire and evaluation of the results will be completed under this agreement. The collection of information with the questionnaire will not be funded under this agreement and will be completed using non-EPA funds.

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 methodology and technical considerations for achieving the desired outcomes for this task are:

- Pinpoint target audience using GIS-based tools, County and city tree tag data and other water quality data points.
- 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.
- Develop a verified list of potential property owners in the North and Swamp Creek basins.
- Complete a data memo including property owner identification, methodology, mapped target audience and the reasoning as to why chosen.
- Compile formative research and literature review of other incentive-based programs to glean successes and opportunities. A research report will be completed with audience and situational research review results.

4.2 QUESTIONNAIRE DEVELOPMENT

Utilizing the information collected in task 4.1, the subrecipient will develop an online questionnaire 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. The subrecipient will use multi-media approaches and leverage local natural gathering spots (i.e., library, community centers) to recruit property owners to gauge interest and measure knowledge, attitudes and behaviors. A questionnaire analysis report will be completed that breaks down how the questionnaire was distributed, to whom and the identified results.

4.3 LANDOWNER OUTREACH PLAN & MATERIALS

Based on the results of the questionnaire implemented in Task 4.2, an incentive-based program and communication plan will be developed 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 that includes all produced education pieces, participant evaluation/feedback form, translated materials, and engagement and education strategies (postcards, tree planting guide, etc.). This task will included:

- Homeowner packet (on-site permission letter, maintenance agreement, participation feedback form, etc.).
- Plan (included in program and communication plan) for material translations based on the demographic needs of the North and Swamp creek audience.
- Training module for staff who might canvas in selected neighborhoods.

Summary of Task 4 Deliverables

Deliverable Number	Deliverable	Target Completion Date
4.1a	Verified list of potential property owners in the North and Swamp Creek basins and property owner map	January 10, 2024
4.1b	Data memo	January 10, 2024
4.1c	Research report and annotated bibliography	April 10, 2024
4.1d.1 – 4.1d.13	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 questionnaire and extended stakeholder questionnaire	October 10, 2024
4.2b	Questionnaire analysis report	April 10, 2025
4.3a	Program and communication plan	April 10, 2025
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: \$127,960

►► TASK 5. Implementation

The Subrecipient 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 subrecipient and 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 locations 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

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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. Before and after planting photos of each site will be submitted.

Summary of Task 5 Deliverables

Deliverable Number	Deliverable	Target Completion Date
5.1a	Documentation of Mailers/deployment of outreach materials	July 10, 2025
5.1b.1 – 5.1b.13	Site visit logs	Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10
5.1c	Workshop materials, agendas, attendance sheets	October 10, 2025
5.2a	Documentation of landowner agreements & long-term maintenance agreements	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 plans / site maps	July 10, 2026
5.2f	Maintenance plans	July 10, 2026

TOTAL ESTIMATED COST FOR TASK 5: \$110,680

►► TASK 6. Evaluation & Adaptive Management

The subrecipient will design and implement tools to track impacts and outcomes of tasks using social marketing and research guidelines. These evaluation outcomes will guide the subrecipient and task team for the second year campaign relaunch, which will include many of the same elements of Task 4 but will incorporate any newly presented opportunities and keep all previously identified successful key campaign elements. By relaunching a refined campaign, we hope to create multiple, clustered properties.

6.1 TRACK & EVALUATE OUTCOMES

The subrecipient 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. Before and after planting photos of each site will be submitted.

Summary of Task 6 Deliverables

Deliverable Number	Deliverable	Target Completion Date
6.1a	Draft evaluation report	May 10, 2026
6.1b	Final evaluation report with HSIL comments incorporated.	July 10, 2026
6.1 c	Campaign redesign memo	July 10, 2026
6.2a.1 – 6.2a.13	Site visit logs	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 agreements	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: \$104,340

TOTAL GRANT AMOUNT: \$440,020

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National Estuary Program

HABITAT STRATEGIC INITIATIVE NEP GRANT

PROJECT BUDGET AND NARRATIVE

Project Name:	Regreen Everett Behavior Change Campaign		
Project Sponsor:	City of Everett		
Not to Exceed (\$):	\$ 440,020	Begin Date:	Aug 1, 2023
Award Fiscal Year:	FY 23	End Date:	Jun 30, 2027

Add deliverable columns and summary task columns as needed. Deliverables listed must match deliverables described in the project's Statement of Work.

Deliverable Number <i>Description of Deliverable</i>	1.1 Project Plan	1.2 Cultural Resources Review	TOTAL TASK 1	2.1 Quarterly Progress Reports	2.2 MBE/WBE reporting	2.3 Contracts and Subawards	2.4 Close-Out Report	TOTAL TASK 2	3.1 Project Factsheets	3.2 Salish Sea Ecosystem Conference	3.3 HSIL Subrecipient Summit	3.4 Presentations and Workshops	3.5 Website and Story Map	TOTAL TASK 3	4.1 Social marketing & research	4.2 Questionnaire Development	4.3 Landowner Outreach Plan & Materials	TOTAL TASK 4	5.1 Landowner Outreach	5.2 Riparian Plantings	TOTAL TASK 5	6.1 Track and Evaluate Outcomes	6.2 Refine and Relaunch Campaign	TOTAL TASK 6	TOTAL AWARD
Personnel	\$ 2,164.80	\$ 4,407.10	\$ 6,571.90	\$ 9,880.40	\$ 314.88	\$ 3,148.80	\$ 2,920.60	\$ 16,264.68	\$ 1,085.00	\$ 4,495.00	\$ 1,574.40	\$ 2,133.40	\$ 7,885.40	\$ 17,173.20	\$ 28,630.32	\$ 21,796.20	\$ 27,498.30	\$ 77,924.82	\$ 19,975.00	\$ 8,736.90	\$ 28,711.90	\$ 8,559.20	\$ 10,704.90	\$ 19,264.10	\$ 165,910.60
Fringe Benefits	\$ 909.15	\$ 1,850.90	\$ 2,760.05	\$ 4,149.60	\$ 132.24	\$ 1,322.40	\$ 1,226.60	\$ 6,830.84	\$ 455.68	\$ 1,887.80	\$ 661.25	\$ 896.03	\$ 3,311.60	\$ 7,212.36	\$ 11,789.30	\$ 7,962.00	\$ 10,356.60	\$ 30,107.90	\$ 6,601.00	\$ 2,477.30	\$ 9,078.30	\$ 2,998.80	\$ 3,303.80	\$ 6,302.60	\$ 62,292.05
Travel		\$ 75.00	\$ 75.00					\$ -		\$ 125.00	\$ 250.00	\$ 250.00		\$ 625.00	\$ 75.00			\$ 75.00	\$ 625.00	\$ 625.00	\$ 1,250.00		\$ 1,250.00	\$ 1,250.00	\$ 3,275.00
Equipment (anything over \$5,000)			\$ -					\$ -						\$ -				\$ -						\$ -	\$ -
Supplies			\$ -					\$ -						\$ -			\$ 2,183.00	\$ 2,183.00	\$ 1,000.00		\$ 1,000.00		\$ 2,182.00	\$ 2,182.00	\$ 5,365.00
Contractual Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract 1			\$ -					\$ -						\$ -				\$ -						\$ -	\$ -
Contract 2			\$ -					\$ -						\$ -				\$ -						\$ -	\$ -
Other Total	\$ -	\$ 5,590.00	\$ 5,590.00	\$ 13,410.00	\$ -	\$ 7,170.00	\$ -	\$ 20,580.00	\$ -	\$ 3,565.00	\$ -	\$ 2,002.00	\$ 2,030.00	\$ 7,597.00	\$ 1,200.00	\$ 1,230.00	\$ 4,208.00	\$ 6,638.00	\$ 34,312.00	\$ 32,320.00	\$ 66,632.00	\$ 1,564.00	\$ 70,876.00	\$ 72,440.00	\$ 179,477.00
Other - General			\$ -					\$ -						\$ -				\$ -						\$ -	\$ -
Other - Participant Support Costs			\$ -					\$ -						\$ -				\$ -						\$ -	\$ -
Other - Snohomish CD	\$ -	\$ 5,590.00	\$ 5,590.00	\$ 13,410.00	\$ -	\$ 7,170.00	\$ -	\$ 20,580.00	\$ -	\$ 3,565.00	\$ -	\$ 2,002.00	\$ 2,030.00	\$ 7,597.00	\$ 1,200.00	\$ 1,230.00	\$ 4,208.00	\$ 6,638.00	\$ 34,312.00	\$ 32,320.00	\$ 66,632.00	\$ 1,564.00	\$ 70,876.00	\$ 72,440.00	\$ 179,477.00
Other - Subaward 2			\$ -					\$ -						\$ -				\$ -						\$ -	\$ -
Indirect/Overhead	\$ 307.40	\$ 633.30	\$ 940.70	\$ 1,403.00	\$ 44.71	\$ 447.12	\$ 414.72	\$ 2,309.55	\$ 154.07	\$ 650.78	\$ 248.57	\$ 327.94	\$ 1,119.70	\$ 2,501.06	\$ 4,049.46	\$ 2,975.82	\$ 4,003.79	\$ 11,029.07	\$ 2,820.10	\$ 1,183.92	\$ 4,004.02	\$ 1,155.80	\$ 1,744.07	\$ 2,899.87	\$ 23,684.27
Total	\$ 3,381.35	\$ 12,556.30	\$ 15,940.00	\$ 28,843.00	\$ 491.83	\$ 12,088.32	\$ 4,561.92	\$ 45,990.00	\$ 1,694.75	\$ 10,723.58	\$ 2,734.22	\$ 5,609.37	\$ 14,346.70	\$ 35,110.00	\$ 45,744.08	\$ 33,964.02	\$ 48,249.69	\$ 127,960.00	\$ 65,333.10	\$ 45,343.12	\$ 110,680.00	\$ 14,277.80	\$ 90,060.77	\$ 104,340.00	\$ 440,020.00

BUDGET NARRATIVE		
Personnel		Senior Public Information Education Specialist, FT, \$39.36/hr. for 2,870 project hrs. (Program and Grant Manager: responsible for oversight on all grant required Task 1 - Task 6 deliverables.) Surface Water Compliance Specialist, FT, \$55.90/hr. for 245 project hrs. (Project technical advisor: review all data, maps, water quality reporting, presentations, and on-site assessments & plantings that occur within North and Swamp creek.) Seasonal Day Laborer, Seasonal/Temporary FT, \$32.00/hr. for 745 project hrs. (seasonal staff: campaign implementation at the neighborhood level and some administrative tasks throughout the grant period.) GSI Mapping Tech, FT, \$37.10/hr. for 125 project hrs. (GSI Mapping Tech: data and map compiling for the North and Swamp creek, situational analysis.) Public Information Education Specialist, FT, \$33.67/hr. for 320 project hrs. (web page development, education materials, social marketing research, online postings/information and branding of presentation materials.)
Fringe Benefits		Full-Time (FT) employees are 42% fringe benefit (3560 TOTAL HOURS x 42%), which includes: Senior Public Information Education Specialist, FT, \$39.36/hr. for 2,870 project hrs., Surface Water Compliance Specialist, FT, \$55.90/hr. for 245 project hrs., GSI Mapping Tech, FT, \$37.10/hr. for 125 project hrs., Public Information Education Specialist, FT, \$33.67/hr. for 320 project hrs. Seasonal FT employees are 11% fringe benefit (745 HOURS x 11%), which includes: Seasonal DL, Seasonal/Temporary FT, \$32.00/hr. for 745 project hrs.
Travel		It is estimated to be about 20 miles round trip from Everett Public Works Service Center to the southern-most tip of North creek, along the city limits. The current IRS mileage rate is \$0.625/mile. Mileage has also been included for travel to and from conferences and summits for Task 2, in case they are in person, instead of virtual There will be multiple trips to the North and Swamp creek area for Task 2 - Task 5. Task 1: 120 miles (\$75.00), Task 2: no miles, Task 3: 1,000 miles (\$625.00), Task 4:120 miles (\$75.00), Task 5: 2,000 miles (\$1,250), Task 6: 2,000 miles (\$1,250)
Equipment (anything over \$5,000)		N/A
Supplies		Supplies will mostly consist of marketing outreach for survey and to gauge participation. It will also include supplies for neighborhood outreach, including in-field workshops and/or stream presentations. Proposal includes two outreach efforts, pilot and relaunch Marketing - pilot campaign Postcard prints (1,000 postcards x \$0.75) \$ 750 Postage (direct mail) \$0.55 x 1,000 = \$ 550 Secondary outreach postcard = \$1,300 Flyers for posting = \$ 50 Door hangers (0.20 x 1000) \$ 200 Marketing - relaunch Postcard prints (1,000 postcards x \$0.75) \$ 750 Postage (direct mail) \$0.55 x 1,000 = \$ 550 Secondary outreach postcard (selective group) = \$590 Flyers for posting = \$ 50 Workshops (with property owners) for pilot and relaunch Various plants to demonstrate what might be planted = \$350, Homeowners guide/packet (\$1.50 x 150) = \$225
Contractual		N/A
Other		Snohomish Conservation District will be the sub-award and coalition partner for the grant, \$179,477
Indirect/Overhead		The City of Everett does not have a federally approved indirect rate at this time therefore an indirect cost of 10% was applied to personnel, fringe benefits, travel, and supplies.

Project title: An Ordinance Closing a Special Improvement Project Entitled "Emma Yule Park Improvements", Fund 354, Program 064, as Established by Ordinance No. 3797-21

Council Bill #

CB 2401-77

Agenda dates requested:

2/7/24; 2/14/24; 2/21/24

Briefing

Proposed action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance **X**

Public hearing

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

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Emma Yule Park Improvements**Partner/Supplier:** Game Time – Omnia Partners**Location:** 4817 Rucker Avenue, Everett, WA**Preceding action:** Funding Ordinance 3797-21**Fund:** Fund 354, Program 064**Fiscal summary statement:**

The source of funds for the Emma Yule Park Improvements was Capital Improvement Program 3 (CIP-3) in the amount of \$2,050,000. The project was completed at a total cost of \$1,874,153. All expenses for the project have been paid. The remaining balance of \$175,847 will be transferred to CIP-3.

Project summary statement:

The Emma Yule Park Improvements, Fund 354, Program 064 was established to provide for the design and construction cost for the improvements of the Emma Yule Park in the Glacier View Neighborhood. The playground consists of a 2-5 year old play area, and a 5-12 year old play area as well as walking paths that intersect with the sidewalks on either side of the park, and interpretive signage. The land was donated by the YMCA for Park development, and it was transformed into a vibrant neighborhood park.

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

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Emma Yule Park Improvements", Fund 354, Program 064, as established by Ordinance No. 3797-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled, Emma Yule Park Improvements, Fund 354, Program 064, as established by Ordinance No. 3797-21.

WHEREAS,

- A.** The Emma Yule Park Improvements, Fund 354, Program 064 was established to provide for the design and construction cost for the improvements of the Emma Yule Park.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the project entitled Emma Yule Park Improvements, Fund 354, Program 064, be closed.

Section 2. That the final revenues and expenses for Emma Yule Park Improvements, Fund 354, Program 064, are as follows:

REVENUES		
	CIP 3	<u>\$ 2,050,000</u>
	Total	\$ 2,050,000
EXPENSES		
	Construction	\$ 1,874,153
	Transfer Out – to CIP 3	<u>\$ 175,847</u>
	Total	\$ 2,050,000

Section 3. That the remaining balance of \$175,847 be transferred back to CIP 3.

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 3719-19.

Council Bill #

CB 2401-78

Agenda dates requested:

2/7/24, 2/14/24 & 2/21/24

Briefing

Proposed action

Consent

Action

Ordinance ☒

Public hearing

Yes ☒ No ☐

Budget amendment:

Yes ☒ No ☐

PowerPoint presentation:

Yes ☒ No ☐

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance

Project: Edgewater Creek Bridge Replacement

Partner/Supplier: WA State Department of Transportation

Location: Mukilteo Boulevard at Shore Avenue

Preceding action: City Ordinance No. 3719-19, approved [12/18/19](#)

Fund: Fund 303, Program 115

Fiscal summary statement:

The programmed available funding for this project is \$34,000,000 and the sources of funds are:

Bridge Program – Federal Funds	\$ 25,000,000
DEMO Grant #WA329	3,000,000
Fund 157 – Traffic Mitigation	<u>6,000,000</u>
Total Funds	\$ 34,000,000

This amending ordinance, increasing the project’s programed available funding, is necessary to reflect increased grant funds and escalating construction costs. Public Works staff were successful in obtaining an increase in Federal bridge funding from the original \$12.0 million to \$25.0 million as well as an additional \$3.0 million DEMO grant.

Project summary statement:

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

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

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115, to accumulate all costs for the improvement and repealing Ordinance No. 3719-19.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Edgewater Creek Bridge Replacement” Fund 303, Program 115 and REPEALING Ordinance No. 3719-19

WHEREAS,

- A.** The City of Everett is committed to replacing structurally deficient and functionally obsolete bridge infrastructure.
- B.** The bridge over Edgewater Creek requires complete replacement.
- C.** The City of Everett has identified the need and obtained Federal funds to remove and replace the existing structure.
- D.** Ordinance No. 3719-19 obligated funds for the design and construction and there is now the need to program additional Federal grant funding.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 3719-19 is hereby repealed.

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

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 4. The sum of \$34,000,000 is hereby appropriated to Fund 303, Program 115, “Edgewater Creek Bridge Replacement” as follows:

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

Fund 157 – Traffic Mitigation
Total Funds

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

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:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Creating a Special Improvement Project Entitled “Forest Park Pickleball Court Installation”, Fund 354, Program 093, to Accumulate All Design and Permitting Costs for the Project in the Amount of \$250,000

Council Bill #

CB 2401-79

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed Action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Forest Park Pickleball Court Installation

Partner/Supplier: MacLeod Reckord, PACE, Willamette

Location: 802 E. Mukilteo Blvd, Everett

Preceding action: None

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

Fiscal summary statement:

The proposed Ordinance will provide funding for the design and permitting costs for the Forest Park Pickleball Court Installation.

The source of funds for this project is Fund 354, Program 093 (CIP 3). All related design and permit costs are estimated at \$250,000.

The Parks & Facilities Department has been awarded a Local Community Project Grant from the state in the amount of \$345,000 to help fund the project. The department also plans to apply for a Youth Athletic Facilities Grant to also help fund the project.

Project summary statement:

The City of Everett and the Mukilteo Everett Pickleball Club are partnering in the planning, design and construction of Everett’s first multiple court outdoor recreation facility dedicated solely to pickleball the nation’s fastest growing sport for people of all ages and abilities.

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

Staff will return to Council for approval to amend the funding Ordinance once an Engineer’s estimate for construction costs is prepared.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Forest Park Pickleball Court Installation”, Fund 354, Program 093, to accumulate all design and permitting costs for the project in the amount of \$250,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Forest Park Pickleball Court Installation”, Fund 354, Program 093, to accumulate all design and permitting costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with recreation spaces.
- C.** The City recognizes that many park amenities have reached the end of their useful life and require replacement and renovation.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Forest Park Pickleball Court Installation”, Fund 354, Program 093.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of design and permitting is \$250,000.

Section 4. The sum of \$250,000 is hereby appropriated to Fund 354, Program 093, “Forest Park Pickleball Court Installation” project.

A. Use of Funds		
Design and Permitting		<u>\$250,000</u>
Total		\$250,000
B. Source of Funds		
CIP 3		<u>\$250,000</u>
Total		\$250,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Creating a Special Improvement Project Entitled “Kiwanis Park Renovations”, Fund 354, Program 090, to Accumulate All Project Costs in the Amount of \$411,000

Council Bill #

CB 2401-80

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed Action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance ☒

Public hearing

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

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Kiwanis Park Renovations**Partner/Supplier:** King County Directors Association (KCDA)**Location:** 36th and Rockefeller, Everett, WA**Preceding action:** None**Fund:** Fund 354, Program 090 (CIP-3)**Fiscal summary statement:**

The proposed Ordinance will provide funding for the Kiwanis Park Renovations Project. The source of funds for the project is Capital Improvement Program 3 (CIP-3). The project cost is estimated at \$411,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project. Playground equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative. The Parks & Facilities Department was also awarded a grant from Snohomish County in the amount of \$75,000 for the renovation of the sports court and plans to acquire another grant from Snohomish County this year to help fund the project.

Project summary statement:

Scheduled renovations of Parks and their equipment are necessary to keep them functional and enjoyable for the community, compliant with new standards, and to minimize maintenance costs. Park renovation work includes demolition of the existing playground, removal of the engineered wood fiber surfacing system, construction of a new forever lawn surfacing system, installation of the new playground equipment and certification of the design and installation. This project will also make needed renovations and repairs to the sport court located in the park.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, to accumulate all project costs in the amount of \$411,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project “Kiwanis Park Renovations”, Fund 354, Program 090, to accumulate all project costs in the amount of \$411,000

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The playground at Kiwanis Park is 20 years old and exceeds the City of Everett Park’s life-cycle standard of 15 years.
- C.** The City Council has recognized the need to replace the playground and renovate the sport court at Kiwanis Park.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Kiwanis Park Renovations”, Fund 354, Program 090, to accumulate project costs in the amount of \$411,000.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of the playground replacement is \$411,000.

Section 4. 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		<u>\$411,000</u>
Total		\$411,000
B. Source of Funds		
CIP 3		\$336,000
Snohomish County REET 2 Grant		<u>\$ 75,000</u>
Total		\$411,000

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

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Creating a Special Improvement Project Entitled “Larimer Barn Demolition”, Fund 354, Program 097, to Accumulate All Costs for the Project in the Amount of \$85,000

Council Bill #

CB 2401-81

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Plan

Department(s) involved:

Parks and Facilities

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Larimer Barn Demolition**Partner/Supplier:** Forma**Location:** Property lot 4-026, Parcel ID: 28050500402600, Everett, WA**Preceding action:** None**Fund:** Fund 354, Program 097 (CIP-3)**Fiscal summary statement:**

The source of funds for the Larimer Barn Demolition Project is CIP-3

The project cost estimate is \$85,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project.

Project summary statement:

This project will demolish the existing barn structure on City owned property. The structure is unoccupied and not structurally sound for any use. This project will fund the demolition, debris removal, and site restoration to include any needed grading and grass hydro seed, to match typical surrounding grasslands.

The anticipated start of construction is in 2024 with completion prior to December 31, 2024.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Larimer Barn Demolition”, Fund 354, Program 097, to accumulate all costs for the project in the amount of \$85,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Larimer Barn Demolition”, Fund 354, Program 097 to accumulate all costs for the project in the amount of \$85,000.

WHEREAS,

- A.** The City Council recognizes the need to maintain City owned properties.
- B.** The City Council recognizes that the Larimer Barn is unoccupied and not structurally sound for any use.
- C.** The City recognizes that the Larimer Barn has reached the end of its useful life and should be safely demolished.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled, “Larimer Barn Demolition”, Fund 354, Program 097.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of the project is \$85,000.

Section 4. The sum of \$85,000 is hereby appropriated to Fund 354, Program 097, Larimer Barn Demolition Project.

- A. Use of Funds**

Barn Demo and Associated Costs	<u>\$85,000</u>
Total	\$85,000
- B. Source of Funds**

CIP 3	<u>\$85,000</u>
Total	\$85,000
- C.** The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title:

An Ordinance Closing a Special Improvement Project Entitled, Madison Morgan Park Improvements, Fund 354, Program 063, as Established by Ordinance No. 3818-21

Council Bill #

CB 2401-82

Agenda dates requested:

2/7/24, 2/14/24, 2/21/24

Briefing

Proposed action 2/7, 2/14/24

Consent

Action 2/21/24

Ordinance **X**

Public hearing

Yes **X** No

Budget amendment:

Yes **X** No

PowerPoint presentation:

Yes **X** No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Madison Morgan Park Improvements

Partner/Supplier: Job Order Contracting – Forma\SWR Garner's NW Landscaping

Location: Madison ST & Morgan RD, Everett, WA

Preceding action: Funding Ordinance 3818-21

Fund: Fund 354, Program 063

Fiscal summary statement:

The source of funds for the Madison Morgan Park Improvements project was Capital Improvement Program 3 (CIP-3) in the amount of \$315,000. The project was completed at a total cost of \$288,288. All expenses for the project have been paid. The remaining balance of \$26,712 will be transferred back to CIP-3.

Project summary statement:

The project funded walking paths, a gathering circle, perimeter fencing of the park and residence inside the park, interpretive signage, plantings for the meadow and seasonal wetlands, and a park monument sign.

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

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled, Madison Morgan Park Improvements, Fund 354, Program 063, as established by Ordinance No. 3818-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled, Madison Morgan Park Improvements, Fund 354, Program 063, as established by Ordinance No. 3818-21.

WHEREAS,

- A.** The Madison Morgan Park Improvements, Fund 354, Program 063 was established to provide for the design and construction cost for the improvements of the Madison Morgan Park.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special construction fund, Fund No. 354, Program 063, Madison Morgan Park Improvements be closed.

Section 2. That the final revenues and expenses for Madison Morgan Park Improvements, Fund 354, Program 063, are as follows:

REVENUES		
	CIP 3	<u>\$ 315,000</u>
	Total	\$ 315,000
EXPENSES		
	Construction	\$ 288,288
	Transfer Out – to CIP 3	<u>\$ 26,712</u>
	Total	\$ 315,000

Section 3. That the remaining balance of \$26,712 be transferred to CIP 3.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: 4th of July Fireworks 2024 Show Agreement

Council Bill # *interoffice use*

Agenda dates requested:

February 7, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ x No

Budget amendment:

Yes ☒ x No

PowerPoint presentation:

Yes ☒ x No

Attachments:

Department(s) involved:

Cultural Arts, Community Development, Parks, Police, Public Works, Fire, Transit

Contact person:

Tyler Chism

Phone number:

425-257-7107

Email:

tchism@everettwa.gov

Initialed by:

TC

Department head

DT

Administration

Council President

Project: 2024 Cultural Arts 4th of July Festival and Fireworks Show

Partner/Supplier: Western Display Fireworks, LTD

Location: Everett Waterfront, Legion Park

Preceding action: Adoption of the 2024 budget

Fund: Municipal Arts Fund 112

Fiscal summary statement:

The 4th of July Fireworks Show Agreement has a \$75,000 budget covering expenses such as mortars, supplies, firing equipment, insurance, permits, barge and tug, labor, and computer choreography. This is the same contract amount as in 2022 and 2023. The show is 20-minutes long.

Project summary statement:

The City of Everett presents four annual largescale public special events, including the 4th of July Festival and Fireworks Show. Residents are prohibited from using or possessing fireworks in the city, making this event a safe, legal, and valuable cultural opportunity to celebrate our nation's birthday. It is estimated that more than 50,000 people enjoy this show making the cost per person served approximately \$1.50.

During last year's event, there was a system malfunction resulting in a partial failure. However, the vendor, Western Display Fireworks, LTD acted promptly by issuing a full refund on July 5, 2023. Due to their consistent success in past shows, the staff has opted to continue working with Western Display Fireworks, LTD. Notably, the contract includes specific language in section 8, ensuring a 100% refund in case of a system failure.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2024 Agreement with Western Display Fireworks, LTD for a 4th of July Fireworks Show in the amount of \$75,000.

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on Feb. 7, 2024 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Everett, whose address is 2930 Wetmore Ave, Suite 10A, Everett, WA 98201 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

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

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2024 from a barge off Jetty Island, Everett, WA, Proposal #24-7435, which is incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of SEVENTY FIVE THOUSAND DOLLARS AND NO/100 (\$75,000.00) is to be paid as follows: 25% of the total price, \$18,750.00 is due by MARCH 1, 2024; 25% of the total price, \$18,750.00 is due by JUNE 4, 2024; the remaining balance of the price, \$37,500.00, is due in full on or before July 14, 2024. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all pyrotechnics necessary to present an aggressive and entertaining program. The Display will be choreographed to the Sponsor provided musical soundtrack. A detailed firing script will be provided to the Sponsor no later than 30 days prior to the Display;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement; and
 - b. Sponsor agrees to provide the musical soundtrack for the Display to Western no later than March 1, 2024.
5. **Insurance.** WESTERN shall maintain at WESTERN's cost during the term of this agreement General Commercial Liability Insurance on an occurrence basis. Such insurance must be in a form acceptable to Sponsor. Such insurance policy must have limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate. Such insurance must be issued by companies authorized to do business in the State of Washington, which are rated at least "A" or better

and have a numerical rating of no less than seven (7) by A.M. Best Company. WESTERN shall no later than June 15, 2024 deliver to Sponsor a Certificate of Insurance acceptable to the Sponsor evidencing the required insurance. WESTERN shall no later than June 15, 2024 deliver to the Sponsor a true copy of an endorsement in a form acceptable to the Sponsor (1) naming the "City of Everett, their officers, employees, agents, and volunteers" as Additional Insureds on the Commercial General Liability Insurance policy with respect to the operations performed and services provided under this agreement and (2) providing that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by Sponsor of any certificate or endorsement showing less coverage than required is not a waiver of WESTERN's obligations to fulfill these requirements. If WESTERN fails to satisfy the requirements of this Section 9, Sponsor may at any time prior to the fireworks display terminate this agreement effective on delivery of written notice to WESTERN, in which case WESTERN shall refund any funds paid to WESTERN by Sponsor under this agreement and the parties will have no further obligations under this agreement.

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

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$18,750.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$37,500.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$75,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must occur before January 2, 2025. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies. In the event of system failure to launch the Display, Western agrees to reimburse the Sponsor 100% of any deposits/payments made.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display. In this situation, the Display will be rescheduled to a mutually agreeable date.

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

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

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

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

SponsorBy: Cassie FranklinIts: Mayor

Date: _____

Western Display Fireworks, Ltd.By: Brent PavlicekIts: Co-President

Date: _____

Project title: Public Hearing to Hear and Determine the Petition for the Proposed Vacation of Larch, Hemlock, and Fir Streets Lying South of 12th Street and North of 14th Street in the Plat of Baker Heights

Council Bill #**Agenda dates requested:**

12/13/23; 02/07/2024

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing 02/07/2024

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

1. Staff Report
2. Petition

Department(s) involved:

Real Property
Parks & Facilities
Planning
Public Works

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

BL

Department head

Administration

Council President

Project: Street Right-of-Way Vacation**Partner/Supplier:** Housing Authority of the City of Everett, Petitioner**Location:** 1200 and 1300 block of Larch, Hemlock, and Fir Streets**Preceding action:** [12/13/2023](#) Resolution 7964 setting Public Hearing for 02/07/2024**Fund:** None**Fiscal summary statement:**

Neutral. The proposed redevelopment project for the Park District plans to reconfigure the street layout. This involves dedicating new rights of way, which will cover a larger area than the streets proposed for vacation.

Project summary statement:

A petition has been received from the Everett Housing Authority requesting the vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the plat of Baker Heights.

The Everett Housing Authority as petitioner owns more than two-thirds of the property abutting the alley right-of-way proposed to be vacated, thus fulfilling the statutory requirements of RCW 35.79.010 that the petition must be signed by "the owners of more than two-thirds of the property abutting upon the part of the street or alley sought to be vacated."

The proposed street vacations are sought as an element of the Everett Housing Authority's Park District project which proposes to reconfigure the street layout and dedicate new rights of way in the affected area to facilitate the redevelopment of the site.

The requirements set forth by law have been met and notices of the public hearing have been timely posted as required by RCW 35.79 and no negative comments have been received to date.

Recommendation (exact action requested of Council):

Grant the Petition for the proposed vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the Plat of Baker Heights, and direct staff to prepare an ordinance vacating said streets subject to the conditions as contained in the attached staff report.

**STAFF REPORT TO CITY COUNCIL
ON THE PROPOSED VACATION OF**

Larch, Hemlock, and Fir Streets Lying South of 12th Street and North of 14th Street in the Plat
of Baker Heights

January 24, 2024

The proposed vacation area is legally described as:

THAT PORTION OF LARCH STREET, HEMLOCK STREET, AND FIR STREET
ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14
OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
LYING SOUTHERLY OF 12TH STREET AND NORTHERLY OF 14TH STREET.

The proposed street vacations contain a land area of approximately 112,587 square feet. These street vacations are a primary element of the Everett Housing Authority's Park District redevelopment project which proposes to construct new street layouts within newly dedicated rights-of-way to accommodate the redevelopment of the site. The proposed new rights-of-way contain a land area of approximately 150,435 square feet which is a net gain of approximately 37,848 square feet.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

FINDING: R.C.W. 35.79.010 allows property owners abutting a public right-of-way to petition for the vacation of said right of way, and if said petition represents more than two-thirds of the property abutting said right of way, the legislative authority shall by resolution fix a time and date for said petition to be heard.

CONCLUSION: A valid petition representing 100% of the abutting property ownership was received, and on December 13, 2023, Everett City Council adopted Resolution 7964 setting February 7, 2024 at 6:30 P.M. as the date and time for said petition to be heard.

FINDING: R.C.W. 35.79.020 requires the City Clerk to give a minimum of twenty (20) days notice of the pendency of said hearing on the petition by written notice posted in three (3) of the most public places in the City, and a like notice to be posted in a conspicuous place on the right of way proposed to be vacated.

CONCLUSION: Said notices were posted as required.

FINDING: R.C.W. 35.79.030, in part, allows the City the right to retain an easement, or to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services.

CONCLUSION: The city will temporarily retain an easement for public utilities until such time as the utilities therein are no longer in use and have been removed, decommissioned in place, or satisfactorily relocated, after which, the utility easement shall be released.

FINDING: R.C.W. 35.79.030, in part, also provides that the City may be compensated up to the full appraised value for vacated right of way if the right of way has been dedicated for at least twenty-five years. Resolution 3147, as amended by Resolutions 5083 and 7397, allows either compensation up to the full appraised value, or alternatively, replacement land of equal or greater area in a suitable location and alignment may be deeded to the city in lieu of monetary compensation.

CONCLUSION: New rights-of-way are proposed to be dedicated as a part of the Park District Redevelopment Project. They are in a suitable location and alignment and contain an area of approximately 150,435 square feet, which exceeds the approximately 112,587 square feet of area contained in the streets to be vacated.

FINDING: Resolution 3147, as amended by Resolutions 5083 and 7397, requires one-half of the revenue received as compensation for the vacation area to be dedicated to the acquisition, improvement, development and related maintenance of public open space or transportation capital projects within the City.

CONCLUSION: Full compensation for the proposed street vacation is proposed to be in the form of replacement land via the dedication of new rights-of-way – direct monetary revenue is not contemplated.

RECOMMENDATION:

It is recommended that City Council grant the petition for the proposed vacation and direct staff to draft an ordinance providing for said vacation subject to the following:

- 1) Compensation for the right of way petitioned for vacation shall be provided through the dedication of new rights-of-way in suitable locations and alignment and which shall contain a land area equal to, or greater than, the areas petitioned to be vacated.
- 2) A utility easement shall be retained over the vacated rights-of-way until such time as the utilities within those areas have been removed, decommissioned in place, or satisfactorily relocated, after which, the utility easement shall be released.
- 3) The vacation ordinance shall be subject to the terms and conditions set forth in the Park District Development Agreement.

No comments or inquiries have been received to the date of this staff report.

**TO THE MEMBERS OF THE CITY COUNCIL
OF THE CITY OF EVERETT, WASHINGTON**

Councilmembers: The undersigned respectfully petition and show:

I.

That they are the owners of more than two-thirds of the private property abutting upon that portion of the right of way hereinafter described.

II.

That your petitioners desire to have vacated the following described property:

THAT PORTION OF LARCH STREET, HEMLOCK STREET AND FIR STREET ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 12TH STREET AND NORTHERLY OF 14TH STREET.

CONTAINING 112,587 SQFT MORE OR LESS.

as shown on "Exhibit A" attached.

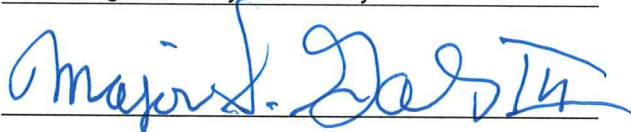
III.

That portion of the said right of way hereby petitioned to be vacated will not interfere with public or private utilities. Any existing utilities will be relocated at petitioner's expense, or an easement shall be provided in the ordinance.

WHEREFORE your petitioners pray that you will pass a resolution fixing a time, not more than sixty (60) days, and not less than twenty (20) days after the date of the passage of such resolution for the hearing upon this petition, and that after a full hearing upon said petition you will pass an ordinance vacating that portion of the right of way herein described and that the ordinance vacating said portion of the street shall provide that the strip so vacated shall belong to the abutting property owners.

Respectfully submitted,

Housing Authority of the City of Everett



By: Major Galloway

Its: Executive Director

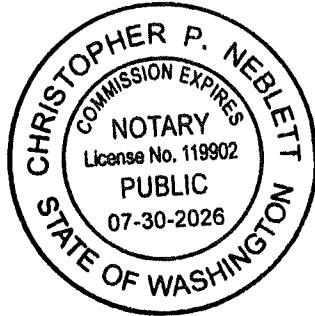
WASHINGTON NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Major Gallaway [Name of Person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 16, 2023

(Seal or stamp)



Christopher P. Neblett
Signature

Notary
Title

My appointment expires: July 30, 2026

EXHIBIT "A"

RIGHT OF WAY VACATION AREA:

THAT PORTION OF LARCH STREET, HEMLOCK STREET AND FIR STREET ACCORDING TO THE PLAT OF BAKER HEIGHTS, RECORDED IN VOLUME 14 OF PLATS, PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 12TH STREET AND NORTHERLY OF 14TH STREET.

CONTAINING 112,587 SQFT MORE OR LESS

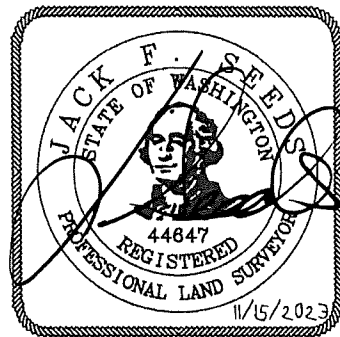
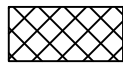
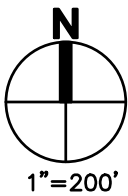
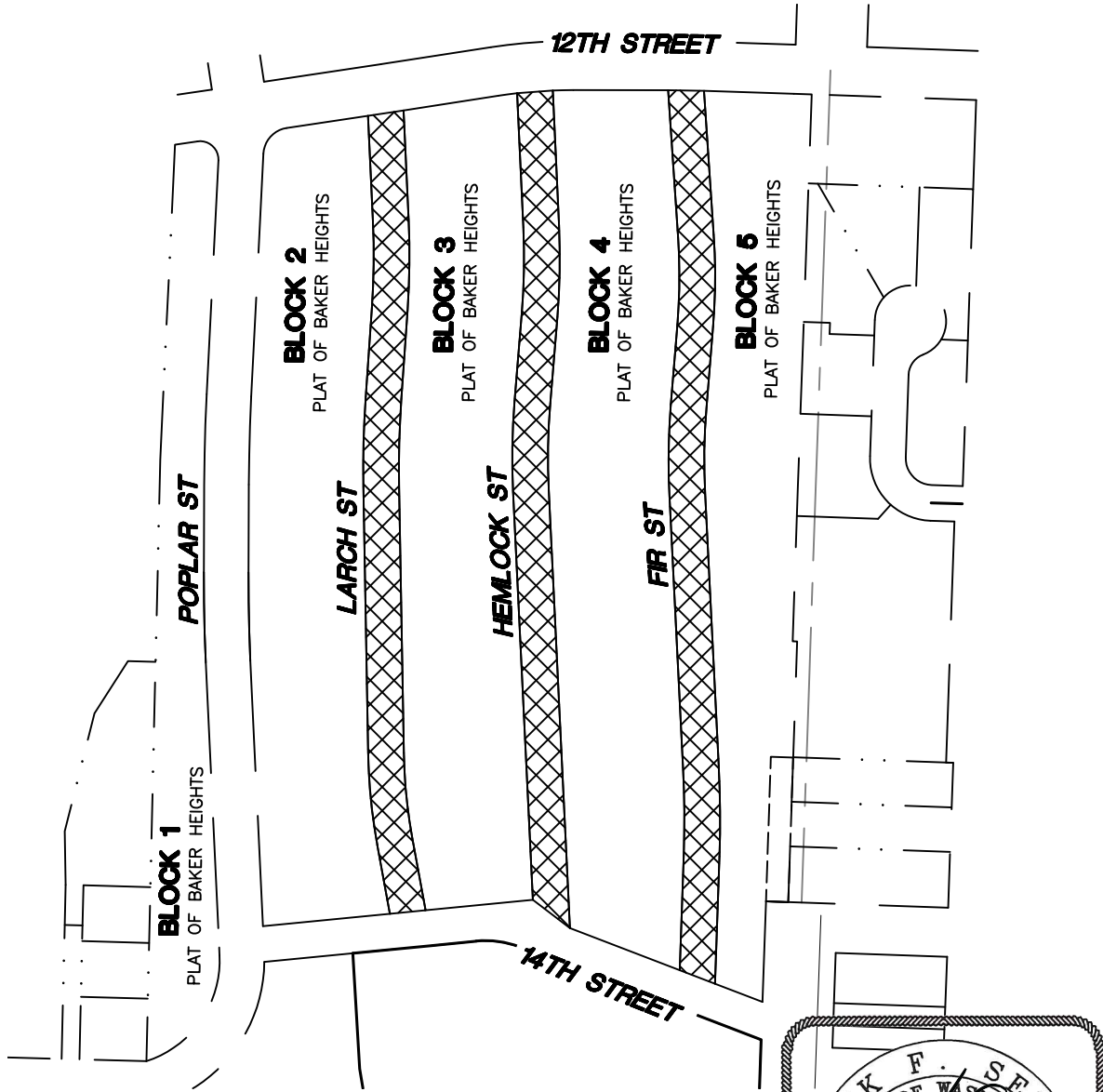
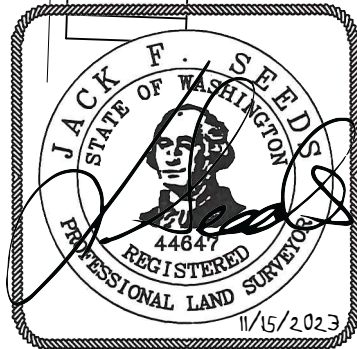


EXHIBIT MAP



RIGHT OF WAY VACATION AREA



PACE Engineers
 11255 Kirkland Way, Suite 300
 Kirkland, WA 98033
 p. 425.827.2014
www.paceengrs.com

SCALE: 1"=200' FILE: V19488-Parks District Vacation.DWG DATE: 10/11/2023 JFS PROJ. NO.: 19488.23

EXHIBIT "B"

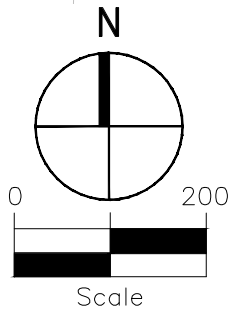
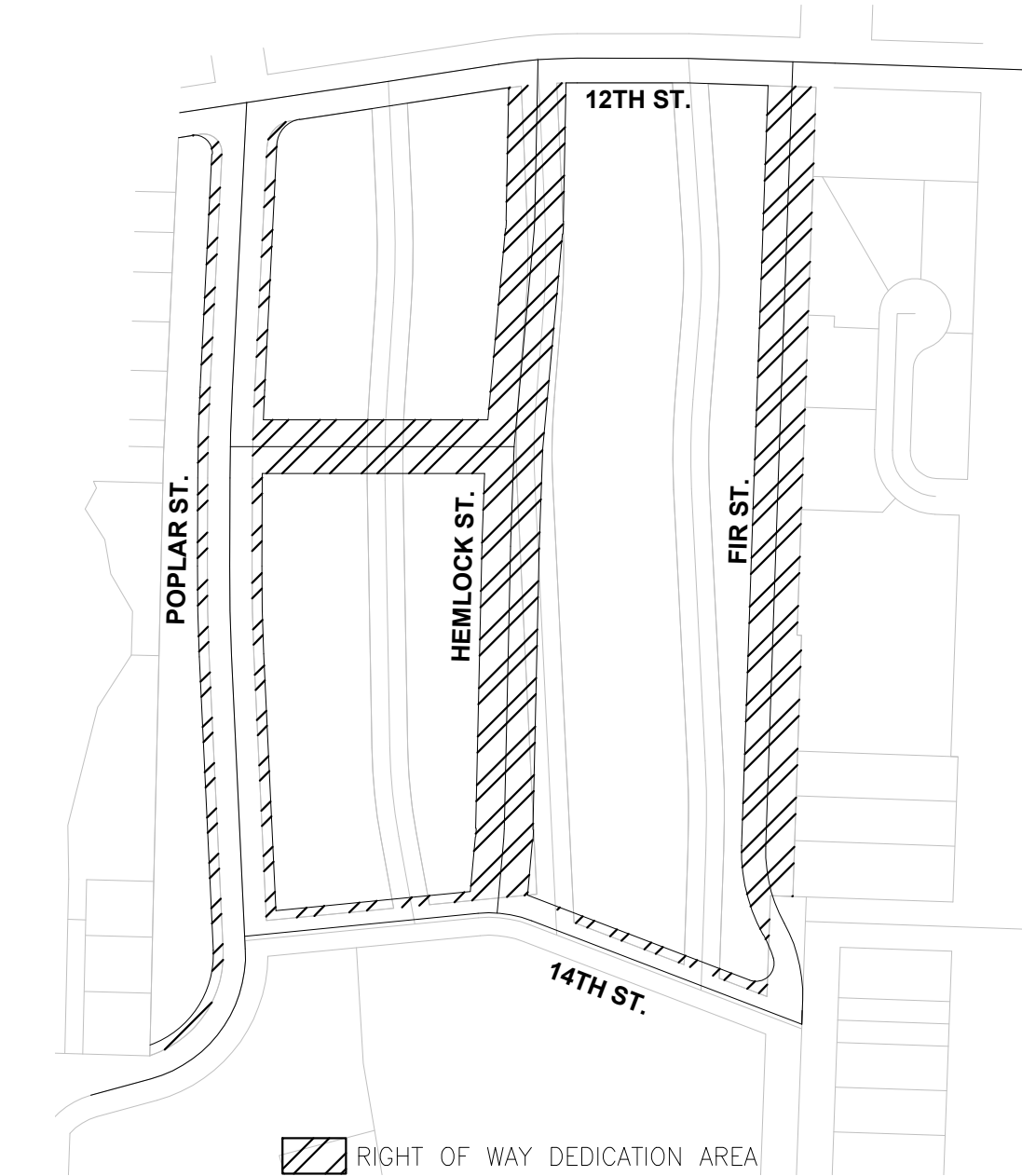
RESPONSE TO SPECIFIC CRITERIA FOR A VACATION GRANT

Criteria	Petitioner Response
1. No present need exists for the street or alley	The abutting property is vacant.
2. No foreseeable future need exists and the street or alley is clearly surplus property	The vacation supports future redevelopment of the surrounding property. The functionality of the vacated streets will be replaced with new dedicated streets.
3. That there would be no adverse or damaging effect to abutting or neighboring properties, nor discomforts caused to the inhabitants, or occupants thereof	The abutting property is vacant with no inhabitants or occupants. The functionality of the vacated streets will be replaced with new dedicated streets which will be designed and constructed under current transportation standards and improve benefits to the public interest.
4. That benefit would be derived by the neighborhood and/or City from the vacation	<p>The vacation supports future redevelopment of the surrounding property. The Park District will be a 16-acre development with up to 1,500 mixed-income housing units, new community-centered retail, civic uses, open spaces, and other neighborhood amenities near public transit.</p> <p>The Park District will be possible with a reconfigured, more efficient street network. The current street network forms narrow blocks which are not efficient for development and the current streets do not meet current transportation standards.</p> <p>The functionality of the vacated streets will be replaced with new dedicated streets which will be designed and constructed under current transportation standards and improve benefits to the public interest, the neighborhood, and the City.</p>

EXHIBIT C

RIGHT OF WAY PROPOSED FOR DEDICATION

Plotted: Oct 25, 2023 - 3:51:59pm By arobershotte
File: Z:\Shared\Seattle - Pioneer\1_Projects\15200s\15250 Everett Housing Park District\CAD\Current\Street Vacation\ Dedication PLAN.dwg Layout: Layout1



ROW TYPE	ROW AREA (SF)
TO BE VACATED	-112,587
TO BE DEDICATED	+150,435
TOTAL CHANGE IN ROW AREA	+37,848



119 PINE STREET, SUITE 400
SEATTLE, WA 98101
T 206.223.0326
www.migcom.com

Project title: Revenue Options Review

Council Bill # *interoffice use*

Agenda dates requested:

February 7, 2024

Briefing ☒ X
Proposed action
Consent
Action
Ordinance
Public hearing
Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

X Yes No

Attachments:

Revenue Options Resolution

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

425-257-8612

Email:

shaugen@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project:

Partner/Supplier:

Location:

Preceding action:

Fund: *General Government*

Fiscal summary statement:

Project summary statement:

Staff presentation will focus on past actions taken to balance the city's budget.

Recommendation (exact action requested of Council):

Briefing only – no action required, recommended future action on attached resolution.

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Council Bill # *interoffice use*

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February 7, 2024

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Public hearing
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Recommendation (exact action requested of Council):

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RESOLUTION NO. _____

A RESOLUTION of the City of Everett to Explore Placing a Property Tax Levy Lid Lift Ballot Measure the [August] or [November] 2024 Election

WHEREAS,

1. The City of Everett's General Government has been enduring a structural budget deficit for many years; and
2. The primary cause of the City's structural budget deficit is the one percent limit on property tax growth enacted through Initiative 747; and
3. The cost of delivering public services grows at a rate that is greater than one percent per year; and
4. The City has made unsustainable decisions since the Great Recession to balance the budget without severe cuts to services, including suspending contributions to capital reserves, infrastructure maintenance, and long-term liabilities.
5. The City has implemented a number of deficit reduction measures over the past 10 years to close the budget gap, but significant shortfalls remain in the forecast.
6. City leadership and community members highly value Everett's public services, and recognize the important contributions they make to the quality of life in Everett; and
7. The 2018 Berk benchmarking study pointed out that as a full-service city, Everett is unique among its peers, and recommended the City consider alternatives to its current service delivery model to improve its fiscal sustainability
8. New revenue is necessary to avoid significant cuts to core services, which would negatively impact the quality of life in Everett.
9. The City wishes to explore opportunities to preserve and grow public services.
10. Regionalizing services such as fire or library services could deliver economies of scale and reduce duplication in operational costs to get more from taxpayer resources.
11. City leadership believes that Everett residents should have a voice in the future of public services in Everett;

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

City staff is directed to explore the following options for the August or November 2024 ballot, including the feasibility and potential benefits of:

1. a property tax levy lid lift;
2. merging fire services with a regional fire authority t; and
3. an annexation with the Sno-Isle Library system;

and report back to the City Council with findings and a recommendation no later than March 20, 2024.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

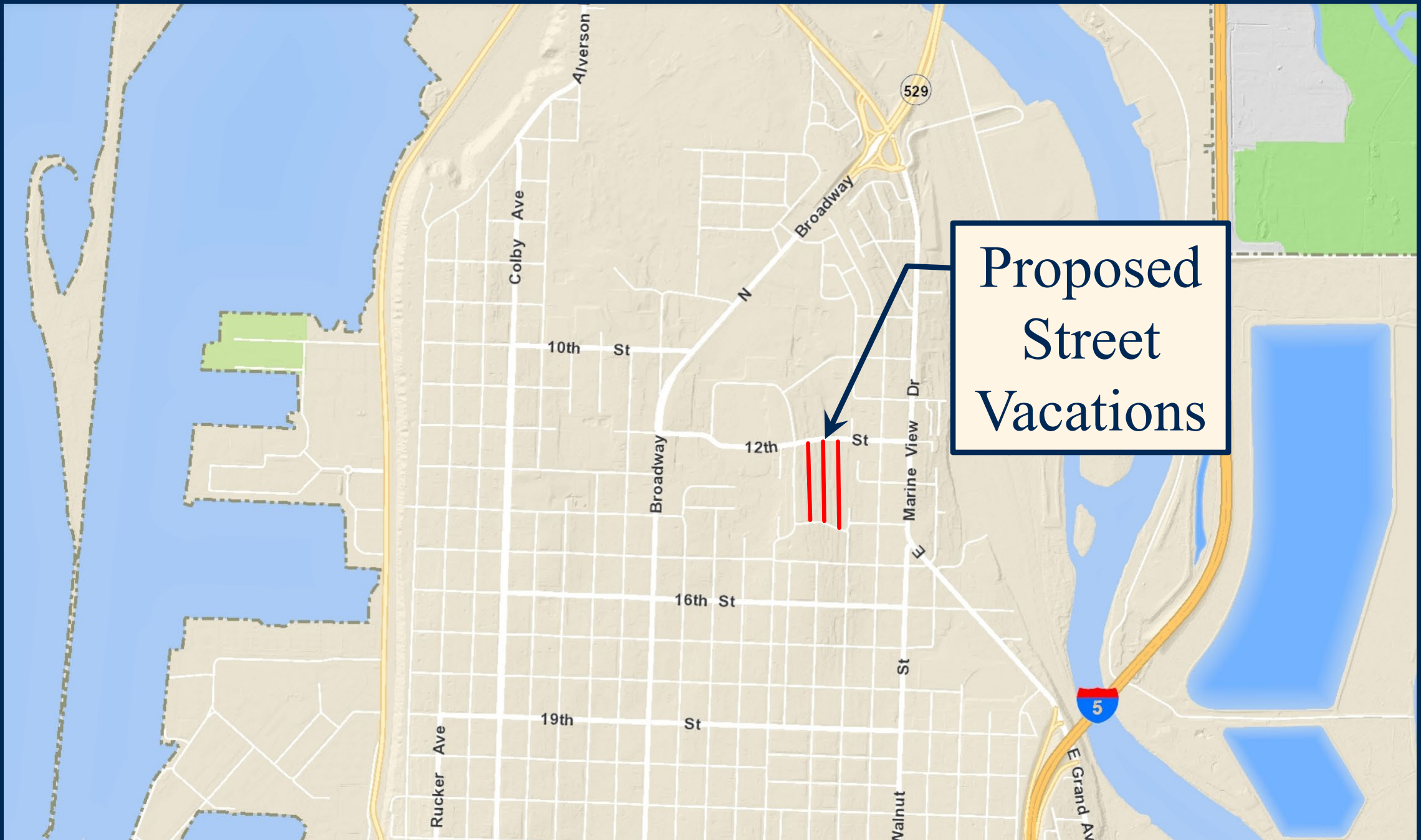
Council President



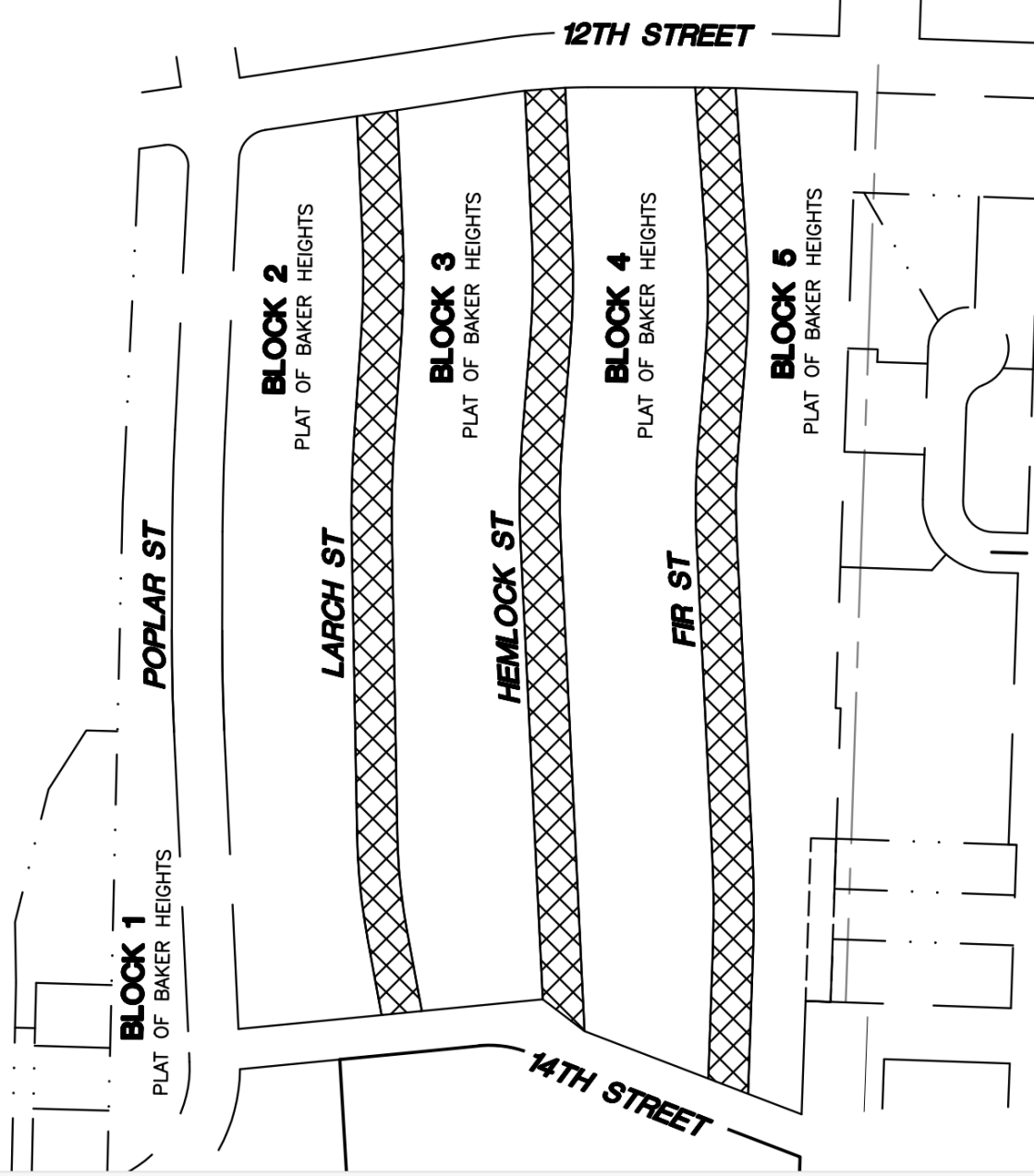
Agenda Item 13

Everett Housing Authority Proposed Vacation of Larch, Hemlock and Fir Streets Between 12th and 14th streets

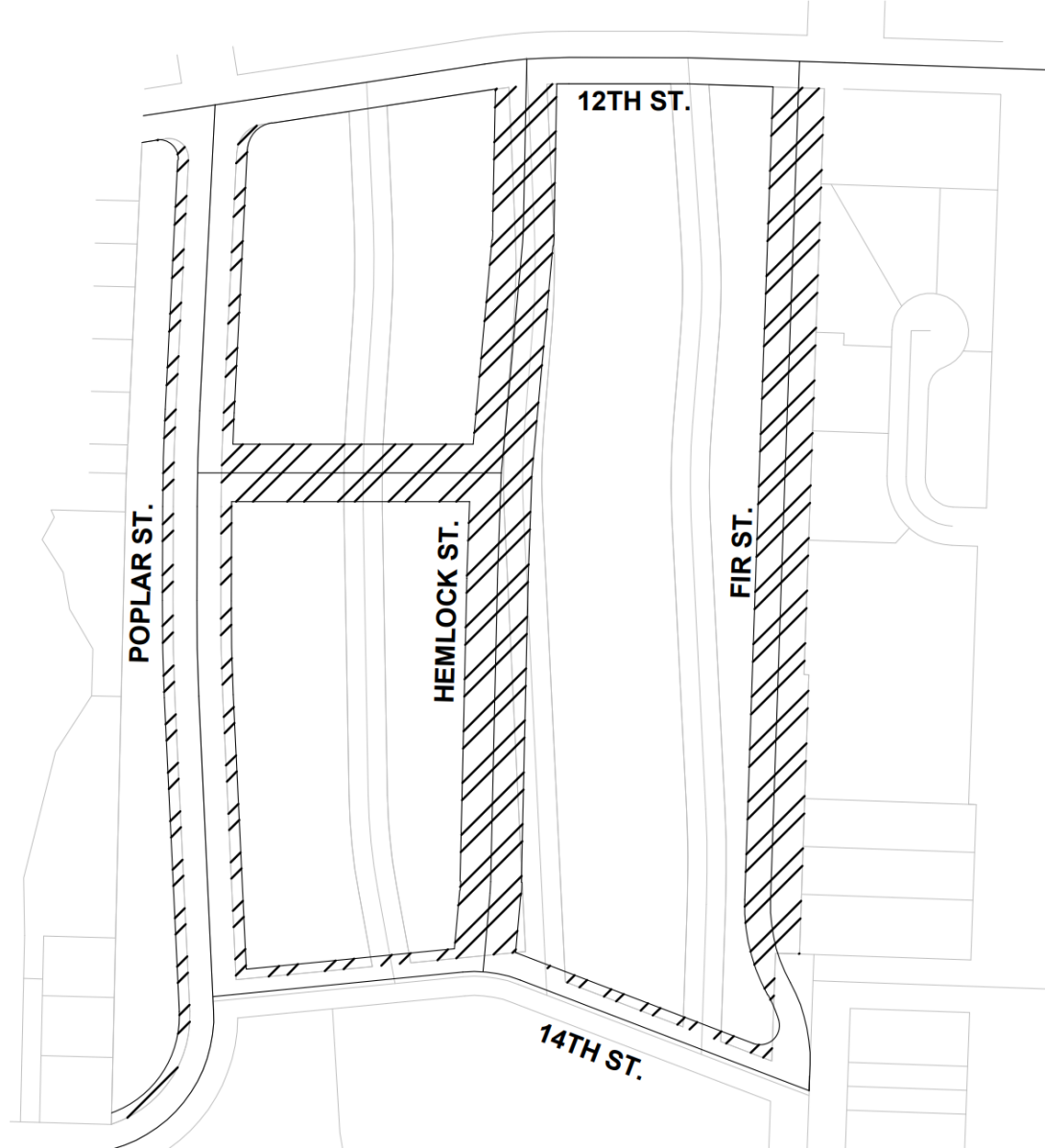
Proposed Street Vacations



RIGHT OF WAY PROPOSED FOR VACATION



RIGHT OF WAY PROPOSED FOR DEDICATION



pershottle
s | 15200s | 15250 Everett Housing Park District | CAD | Current | Street Vacation | Dedication PLAN.dwg Layout: Layout1





-Discussion-

Everett Housing Authority Proposed Vacation of Larch, Hemlock and Fir Streets Between 12th and 14th streets

City of Everett Revenue Options Briefing

February 7, 2024

Discussion Topics

- General Government Budget History
 - Budget reductions - ongoing
 - Budget increases - ongoing
 - Internal decisions- responding to service demands
 - External growth drivers



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Savings
New High Deductible Health Plan	2024 Funding Rates: HMA Legacy \$2,008 vs CDHP \$1,264
Vera Clinic (2022 data)	\$820,000 - ROI 164%
Health benefit premium share for City staff 2024	\$1,600,000
Voluntary Separation Programs 2019 & 2020	Initial year savings estimate: 2019-\$1,580,000; 2020-\$1,750,000
Public-private & interagency partnerships	Sr. Center - \$470,000 Jetty Island - \$120,000 4th of July parade - \$17,000 Flower programs - \$325,000



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Savings
Service reductions	Silverlake Lifeguards & Bookmobile - \$250,000
Recreation programs elimination (net)	\$750,000
Swim Center closure (net)	\$500,000
Solicitation of ideas from staff and community	\$285,000
General M&O increase elimination	Varied - average annual savings approximately \$160,000



Key Deficit Reduction Measures 2014-2023

	Estimated Annual Income
Utility tax increases	\$5,600,000
Align service fees with peer cities	\$300,000
Implement annual renewals for business licenses	\$870,000
add false alarm, fire inspection, and credit card service fees	\$400,000
\$20 car tabs	\$1,600,000
Add Animal Shelter fundraising position	\$450,000
Implement Ground Emergency Medical Transport reimbursement program (GEMT)	\$1,200,000



Key Deficit Increases 2014-2024

Service Demand Response

	New FTEs	Annual Cost
Service Area	2014 - 2024	2024
Public Safety	26.0	\$ 4,421,395
Homelessness, Behavioral Health, Substance Use, Encampment Cleanups	12.5	1,785,625
Economic Development, Planning, & Permitting	9.8	1,478,410
Communications & Engagement	3.2	449,290
Staff Support for growth (IT, HR, Finance, Engineering)	15.6	\$ 2,085,916
New FTEs 2014 - 2024	67.04	\$ 10,220,636
FTE Eliminations	40.59	
Net New FTEs 2014 - 2024	26.45	



Key Deficit Increases 2014-2024

Internal operational decisions with ongoing impacts

Maintenance & Operations (M&O) Changes

	Estimated Annual Cost
PFD Debt Support	\$800,000
New software & technology investments - ongoing maintenance	\$860,000
Filelocal tax & license consortium	\$47,000
Clare's Place support agreement	\$200,000
Security Guard Services-Library	\$262,000



Key Deficit Increases 2014-2024

Internal operational decisions with ongoing impacts

Maintenance & Operations (M&O) Changes

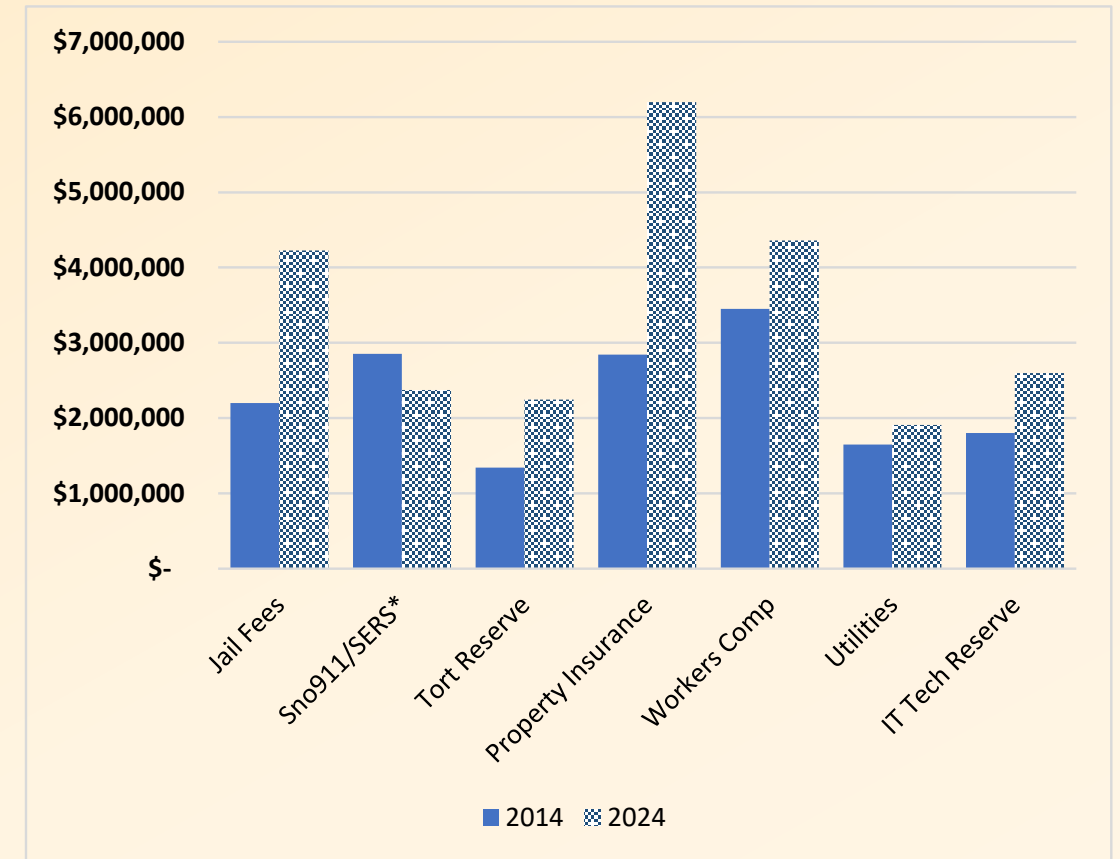
	Estimated Annual Cost
Encampment cleanup	\$50,000
Contributions to CIP 1 and Fund 146 Property Management	\$3,686,000
Space leases - Facilities & Bezos Academy	\$165,000
Street Overlay/Improvements	\$2,500,000



Budget Increases: 2014 – 2023

Externally driven growth

	2014	2024
Jail Fees	\$ 2,199,054	\$ 4,227,162
Sno911/SERS*	\$ 2,854,241	\$ 2,374,612
Tort Reserve	\$ 1,345,431	\$ 2,245,198
Property Insurance	\$ 2,841,955	\$ 6,197,469
Workers Comp	\$ 3,449,598	\$ 4,357,574
Utilities	\$ 1,650,676	\$ 1,911,839
IT Tech Reserve	\$ 1,804,040	\$ 2,599,572



Discussion



From: Paula Rhyne
Sent: Wednesday, February 7, 2024 12:41 PM
To: Angela Ely
Subject: Fwd: [EXTERNAL] Everett Library BOT re: annexation

Category 2: Sensitive information

For public record

Paula Rhyne
Everett City Councilmember, District 2

Sent from my phone. This email is a public record.

Category 2: For official use only / disclosure permissible by law.

From: rebecca frevert <rebfrevert52@comcast.net>
Sent: Tuesday, February 6, 2024 7:30:06 PM
To: Scott Bader <SBader@everettwa.gov>; Judy Tuohy <JTuahy@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>
Cc: Cassie Franklin <CFranklin@everettwa.gov>; Tondi Rainey <tondi.turner@gmail.com>; Jennifer Gordon <jennifer.gordon.library@gmail.com>; Bhennessy@gmail.com <Bhennessy@gmail.com>; rebfrevert52 <rebfrevert52@comcast.net>; Abigail Cooley <ACooley@everettwa.gov>; Joshua Glasgow <glasgow.jd@gmail.com>
Subject: [EXTERNAL] Everett Library BOT re: annexation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

February 6, 2024

Everett City Council members
2930 Wetmore Ave
Suite 9-A
Everett, WA 98201

Re: Exploration of Revenue Options

Honorable members of the Everett City Council,

The Board of Trustees of the Everett Public Library is concerned over the structural deficit facing the city of Everett and its potential impacts on library services for our community. Our library provides community services and safe spaces which have immeasurable impact on public safety, education, economic mobility, connectivity, and freedom of information.

Our top priority is to preserve and grow library services within Everett. Ideally, we would like to see that service continue as the Everett Public Library System. Our residents are proud of their city and its services, and our library has a history and collection that are unique to our local community. However, we encourage City Council to explore all of our options to best serve the people of Everett, including potential annexation into the Sno-Isle Library System.

We ask that our Library Director and the Board be included in this process as equal partners, and that the exploration include several specific research items, including but not limited to:

- Ensuring worker protections for EPLS staff
- Assessment of the impact of annexation to library services for the residents of Everett
- Assurance that Everett will have significant representation on the Sno-Isle Library Board as a large urban center joining a rural library system with differing service needs
- Projections on the fiscal status of the Sno-Isle Library System post-annexation and the likelihood of a library levy in the next four years

Finally, we ask that the City Council and Mayor's office include mitigation planning for library services if an annexation vote fails and other revenue options do not shore up the budget, and we ask to be centered in those discussions as well.

Thank you for your service to our community. We look forward to continued dialogue in the coming months.

Respectfully,

Everett Public Library Board of Trustees

Rebecca Frevert, President

Joshua Glasgow

Jennifer Gordon

Brian Hennessy

Tondi Rainey

From: Delta Neighborhood <deltaneighborhoodassociation@gmail.com>
Sent: Tuesday, February 6, 2024 2:58 PM
To: Cassie Franklin; Mary Fosse; Judy Tuohy; Ben Zarlingo; Donald Schwab; Paula Rhyne; Elizabeth Vogeli; Angela Ely
Subject: [EXTERNAL] EHA Park District - DNA - Statement of Opposition
Attachments: 2023-1-31-DNA Position Paper on EHA Park District.pdf

Follow Up Flag: Follow up
Due By: Wednesday, February 7, 2024 11:00 AM
Flag Status: Completed

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mayor Franklin and Councilmembers. Please see our official Statement of Opposition to the Everett Housing Authority Park District.

Kindly,
Ryan Weber
Delta Neighborhood Association Chair
206-953-7515



Delta Neighborhood Association
Everett, WA

January 31st, 2024

Statement of Position: The Park District

The Delta Neighborhood Association (DNA) is opposed to the City Council granting Everett Housing Authority's (EHA) Planned Development Overlay (PDO) request. Due to a lack of support and community services in the plan, we respectfully ask that EHA develop the site with a design in keeping with current zoning and character of the neighborhood.

Our reasons for opposing the Planned Development Overlay for The Park District are as follows:

- The Delta neighborhood is already the most densely populated neighborhood in North Everett. Delta would have four 15 story buildings under this plan, taller than anything in Metro Everett. Indeed, what is being proposed is of higher density than Metro Everett.
- The City will not commit to placing a library branch in this area, even when presented with a generous offer of 5,000 square feet at no rental cost.
- There are no plans for a teen/youth center. We will continue to have a Youth Jail right next to low-income housing, a park and an elementary school, but no teen center to provide positive activities and a safe place after school.
- There are no plans to build a community center or gym. The nearest facility is the membership based YMCA, which is not even in North Everett.
- Without community services like a library, youth center, gym or community center, there are no plans to build a community here. We cannot have high density housing without community.
- As a non-profit housing entity, there will be no property tax revenue as a result of the development, which will have an impact on the City budget and the services they can provide.
- The City has not planned for residential parking zones for surrounding streets. Insufficient numbers of on-site parking spaces will be a major issue with the proposed parking variance allowing just 0.70 parking spaces per bedroom. EHA says that there will be "more incentives for shared parking" but it is not clear what these incentives are. Parking will spill out onto surface streets into the single-family residential areas, is known to happen at every new apartment complex.
- Vehicle traffic in Delta & North Everett will increase substantially. The Park District will generate 7,550 more vehicle trips per day with around 700 of those trips happening during morning & evening peak hours. Broadway and E Marine View Drive (EMVD) are already frequently backed up.
- Will light rail simply ignore Delta and the College District to end at Everett Station? This kind of high rise City Center urban development will require transit to accommodate for

the lack of parking. We do not believe that there are adequate plans or funding by the City of Everett and Sound Transit for a proper Transit Oriented Development (TOD).

- The City of Everett has not committed to investment for pedestrian upgrades in the Delta neighborhood. The PDO plans to upgrade only sidewalks adjoining the immediate property. Sidewalks and ADA ramps are missing throughout the neighboring area in question, leaving pedestrians (many disabled, elderly and families with small children), dodging busses and traffic in the street to access basic services. The City also will not commit to traffic calming devices like at other developments such as speed humps and traffic circles. There are no plans for widened sidewalks with tree buffers throughout the area to support high pedestrian traffic. The site can hardly be called pedestrian friendly.
- The City of Everett is already unable to support the community with Public Safety Services. The City has been unwilling even to install gates at Jackson Park to prevent violence and drug deals in the middle of the night. There is no commitment to support the increased Public Safety Service needs required of the PDO.
 - In the Park District Project DEIS, Chapter 1, Page 22, under Public Services, “Using the ratio one officer per 554 population and one firefighter per 635 population, it is anticipated that the development and the associated population increase of approximately 3,645 residents, would create a demand for approximately 6.6 new police officers and 5.8 new firefighters. This would generate an associated need for additional vehicles and other equipment, and potentially new facilities.”
- There is no commitment from EHA or the City of Everett to preserve Wiggums Hollow Park. Parks has invested significant operating costs, maintaining the parcel as park land per a decades old MOU with EHA dating to the 1940’s. What’s left of Bert Erickson Field is only a small plaque on the South end of Wiggums Hollow. EHA has always intended to sell their portion of Wiggums Hollow to the highest bidder, which would result in a loss of 2.56 acres, or about 37% of the land historically used as the park. The planned PDO will only provide 1.5 acres of park and other disjointed open spaces throughout their private property.
- A development of this size will totally change the character of the neighborhood and is likely to drive out single family homeowners, resulting in decreasing property values.
- The City’s zoning policy is exacerbating inequity by allowing a developer to take advantage of cheap land in a historically marginalized, low-income neighborhood. This is common in places like Casino Road and Delta. These communities need proper planning, investment and support. There is too much development happening in Delta East of Broadway while the West side remains primarily single-family in spite of the proximity to the Port of Everett, Providence Hospital, Broadway and Everett CC.

We have an opportunity to build a thriving, diverse community if we get this right. We must preserve existing parks and open spaces and provide adequate pedestrian safety for residents and services for any large development in North Everett. Building setbacks, parking standards, design standards, wider sidewalk width and more all need to be reviewed. Without all of the above listed community building elements listed above, we cannot support this PDO. This is the moment for the Mayor and all seven city councilmembers to represent the people of Delta Neighborhood and the future of Everett to make the most of this opportunity.

Signed by the Delta Neighborhood Association,

Ryan Weber - Chair

Sonja Bodge - Vice-Chair

Karina Burns - Secretary

Jean Carrillo - Council of Neighborhoods

Jeff Kelly - Council of Neighborhoods



EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

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

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

DATE: Wed 2/7/24

NAME (required): Chelsea Gray

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

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

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

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

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

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



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

DATE: 2/7/24

NAME (required): Lane A Poshan

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

EMAIL (optional): — PHONE (optional): 425-496-5905

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

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

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Homelessness I'm homeless



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

DATE: 2/6/24

NAME (required): EVAN REED

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

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

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

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

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

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



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

DATE: 2/7/24

NAME (required): Marina Burns

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

EMAIL (optional): _____ PHONE (optional): 425 480 1780

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

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

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

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



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

DATE: 2/7/23

NAME (required): Rebecca Frevert

CITY (required): EVT ZIP (required): 98201

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

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

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

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Evt. Library Board of Trustees letter



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

DATE: 5/2/7/27

NAME (required): Jeff Kelly

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

EMAIL (optional): jeffkelly@gmail.com PHONE (optional): _____

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

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

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

☒ During the general public comment. Please state the topic you would like to speak on: Park District #13 P.A.M.



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

DATE: 2024-02-07

NAME (required): Michael Carter

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

EMAIL (optional): mickcarter007@gmail.com PHONE (optional): 206-399-7287

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

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

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

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



EVERETT CITY COUNCIL Public Comment Form

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

DATE: 2-7-24

NAME (required): Ryan Weber

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

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

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

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

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: 13

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



EVERETT CITY COUNCIL Public Comment Form

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

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

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

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

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

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

DATE: 2/7/24

NAME (required): Cydney Gillis

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

EMAIL (optional): cydneygillis@gmail.com PHONE (optional): 206-398-7331

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

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

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: 13

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

DATE: 2-7-24

NAME (required): SONJA BODGE

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

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

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

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

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

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

DATE: FEB 7, 2024

NAME (required): JEAN CARRILLO

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

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

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

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

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: 13

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

page 1 of 5

* On, and these Parking Tix totalling \$130 I don't have - and incurred as a direct result of EPD Repeated Refusal to Respond to 911 Calls - and THEN likewise Refusal to Investigate are ALL the City of Everett has done for/to me during these past 14 wks I've been BEGGING both EPD -AND- The City of Everett to duly investigate ^{ongoing} crimes against me.

CITY OF EVERETT
NOTICE OF INFRACTION - PARKING

Citation No:
201073270

Date of Infraction:
TUE 11/07/2023

Time:
2:19PM

Location of Infraction:
1600 WALL ST (NORTH SIDE)

Violation
14

Code and Description: (EMC 46.28.040)
FACING WRONG DIRECTION

Amount due now:
\$40.00

Vehicle

License No.:
540YKU

State:
WA

Make: JEEP

Style: SUV

Model:

Year: 2005

Remarks

MUST FACE IN DIRECTION OF TRAFFIC.
46.28.040(A)(1)

I certify under penalty of perjury under the laws of the State of Washington that I have probable cause to believe, and do believe, that at the above time and location the described vehicle/person was in violation of the above-specified ordinance/statute and that the foregoing is true and correct.

Officer Name:
J Vermeulen

Officer Badge:
0533

Date Issued:
TUE 11/07/2023

Place Issued:
Everett, WA

Everett Municipal Court - 3028 Wetmore Ave
Everett, WA 98201 - 425-257-8778

See Reverse Side

10081622502003468.105.0

Thank you, your request has been received!

A confirmation email has been sent to your email address.

Please visit <https://bit.ly/GetConnectedToResources>



Resources and Services in
Snohomish & Skagit Counties

- Rent Assistance for Adults and Youth
- Rental Housing Conflict Resolution Services and Mediation

RENTERS' COMMUNICATION

- Fair Housing
- Landlord-Tenant Education
- Legal Services

To access these resources,
use the link below:

<https://bit.ly/GetConnectedToResources>

*Proof of Req. to V.O.A. for Rent Ass./Jan'24 as a direct result of hardship caused by Stalkers shutting down my Online Biz, ChiBaby And EPD Repeated Refusal to investigate! Mine,

EVERETT MUNICIPAL COURT

Receipt Number: 24030100090

01/30/2024 16:00 JRT Court Payment

Beg Bal..... 130.00

Cash..... 130.00

End Bal..... .00

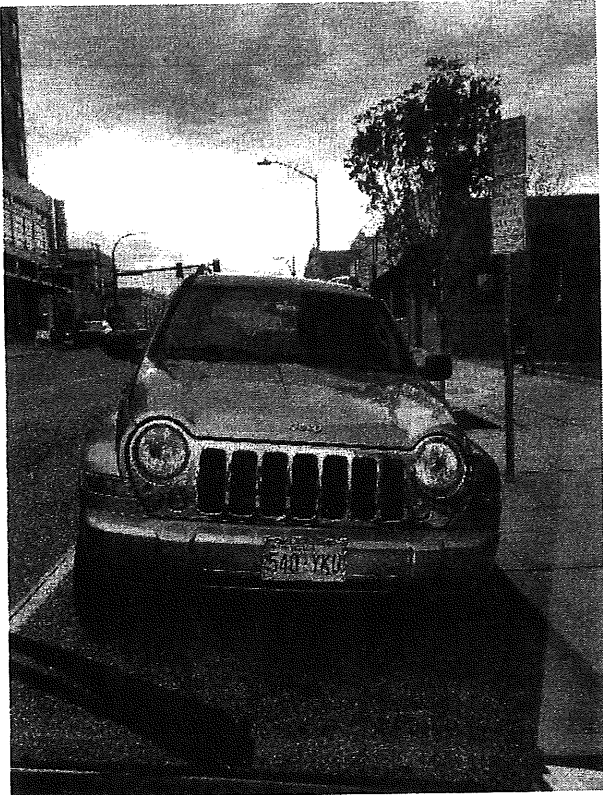
Payor...: Chelsea A Gray

License: 540YKU WA

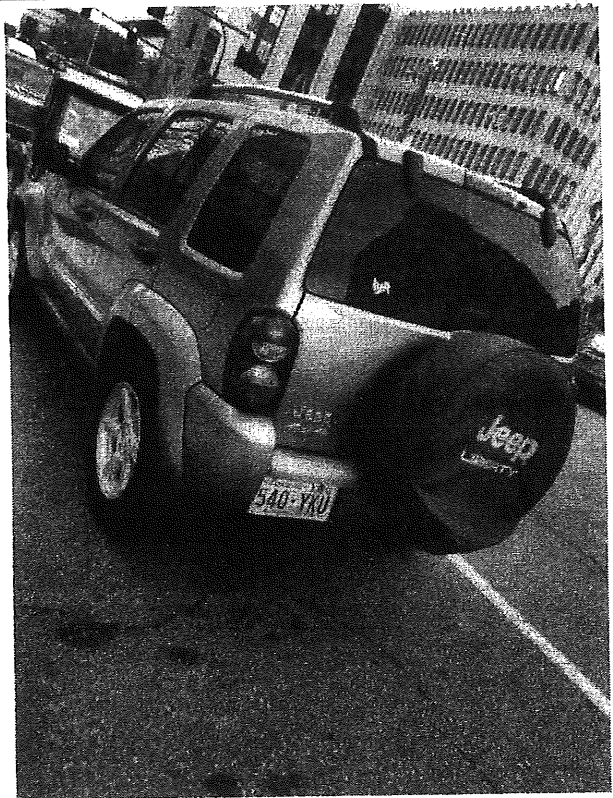
Case Number LEA Type

201001249 EPD PR

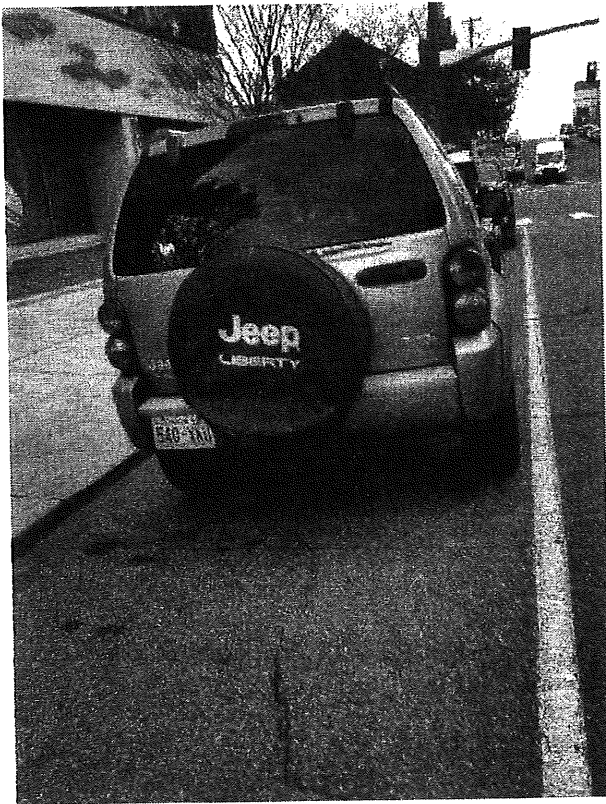
201073270 EPD PR



Date : 2023-11-07 14:20:36



Date : 2023-11-07 14:21:06



Date : 2023-11-07 14:21:14

- Only to be ticketed by EPD
- And - City of Everett
- Both whom I've paid now - just.
- em the drive release of being abused + ignored.

- Here I am on Nov 7 of '23, parked @ EPD after their failure to respond to Multiple Emergent 911 calls from the QFC near my home - the only place I could call from -
- Felony Stalkers having seized control over all my devices + networks, leaving me defenseless w/no way to call for help.
- Still I found a way to call... Only to have EPD find my safety to unimportant to even Respond.
- Still I found a way + drove here to EPD, in my terror + haste, parking facing the wrong way...

**CITY OF EVERETT
NOTICE OF INFRACTION - PARKING**

Citation No:
201001249

Date of Infraction:
WED 12/06/2023

Time:
3:15PM

Time Zone:
1:30

Start Time:
1:35PM

Location of Infraction:
2700 HOYT AVE (EAST SIDE)

Violation
1

Code and Description: (EMC 46.28.200)
TIME ZONE

Amount due now:
\$40.00

Vehicle

License No.:
540YKU

State:
WA

Make: JEEP

Style: SUV

Model:

Year: 2005

Remarks

LICENSE SCANNED @ START TIME, RESCANNED
WHEN INFRACTION WAS ISSUED

I certify under penalty of perjury under the laws of the State of Washington that I have probable cause to believe, and do believe, that at the above time and location the described vehicle/person was in violation of the above-specified ordinance/statute and that the foregoing is true and correct.

Officer Name:
D Shove

Officer Badge:
0510

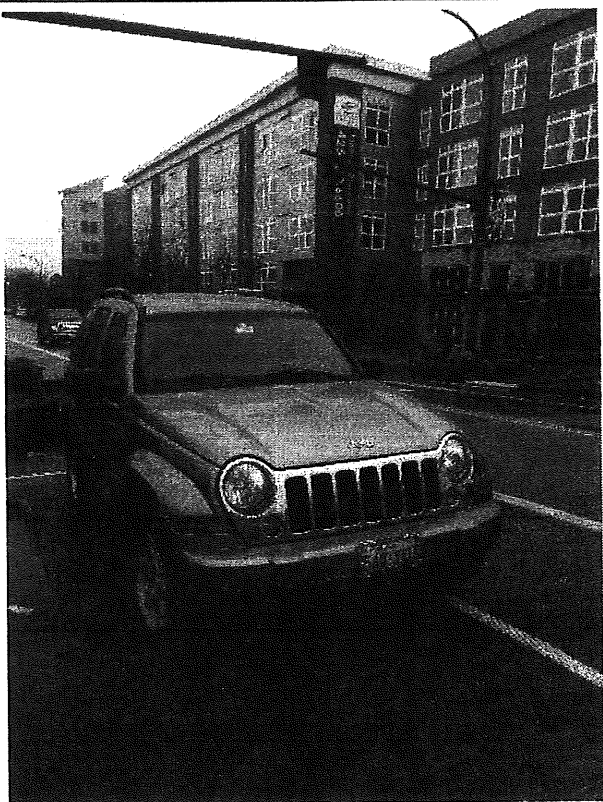
Date Issued:
WED 12/06/2023

Place Issued:
Everett, WA

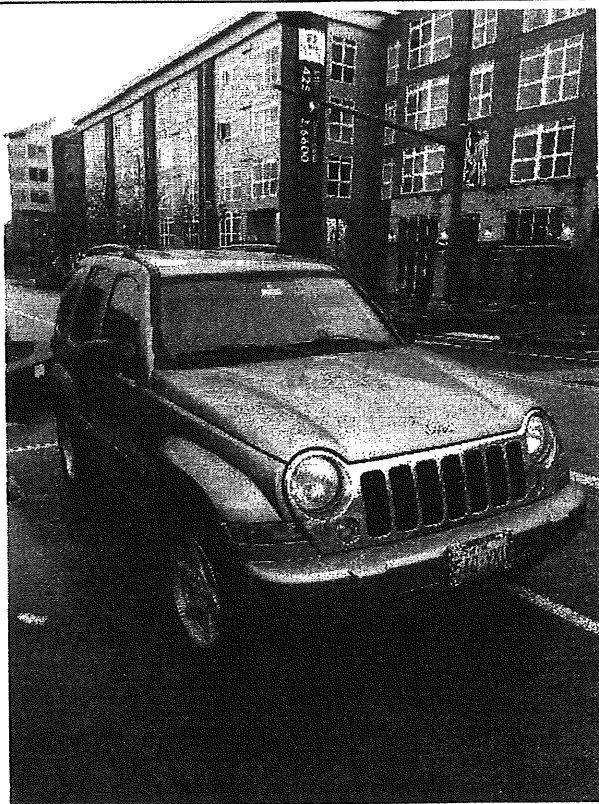
**Everett Municipal Court - 3028 Wetmore Ave
Everett, WA 98201 - 425-257-8778**

See Reverse Side

180816225026514.58.195.0



Date : 2023-12-06 13:35:42



Date : 2023-12-06 15:15:57

- Here I am Dec 6 of '23 @ the library!
- the only place I can use the phone or internet
- despite long-standing, good-standing, current accts w/ T-Mobile + Xfinity
- trying to help myself bc. EPD + CoEv. will NLT.

* But both can exploit my victimhood to glean funds for themselves! *

Ain't that fun?! What a PD! What a City. Shameful.

D0031I End of Selection

DP1060PI

DP1060MI Parking Vehicle Inquiry (PKV)

EVERETT MUNICIPAL

01/30/24 16:00:53

JRT 1 of 1

Case: 201001249 EPD PR Csh: Pty: StID: Name: NmCd:

Jur: EVE	Make: JEE	Ticket	LEA	Issue Dt	Amt.	Due	P	C	D	H	R
Lic: 540YKU	Year: 0	201001249	EPD	12/06/23			F		D		
St: WA	Model: LIB	201073270	EPD	11/07/23			F		D		
Date: 12 06 2023	Color:										

Bgn: 11/05/2014 End: 01/30/2024
Nm: GRAY, CHELSEA A
PO BOX 257
PMB 09279

Ct: OLYMPIA St: WA
Zip: 985070257

Total Tickets: 2
Total Balance Due:

* But, of course, I paid.
- Bc I'm responsible like that. Always have been.
- And didn't want the city to damage my prior 780 credit score — right alongside the Felonious Criminals both Agencies Aid, Abett + Harbor
3 blocks North, on the very street both Agencies call home.

Crimes. EPD Will NOT Investigate or Enforce
in the Jurisdiction it Claims to Serve:

RCW 9A.52.025 Residential Burglary/Felony
RCW 9A.52.030 2nd Degree Burglary/Felony

RCW 9A.36.050 Reckless Endangerment/Gt. Mis
RCW 9A.90.120 Cyber Harassment/Felony*
RCW 9A.46.110 Stalking/Felony
RCW 9A.90.040 Computer Trespass/Felony
RCW 9A.90.050 Computer Trespass 2/Gt. Mis
RCW 9A.90.060 Electronic Data Interference
RCW 9A.90.070 Spoofing/Gt. Mis
RCW 9A.90.080 Elec. Data Tamper 1/Felony
RCW 9A.90.090 Elec. Data Tamper 2/Gt. Mis
RCW 9A.90.100 Elec. Data Theft/Felony
RCW 9A.90.110 Commission of Other Crime
RCW 9A.90.120 Cyber Harassment

THIS STATEMENT WAS WRITTEN ON MY BEHALF BY: _____

I DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE
FOREGOING WRITTEN STATEMENT, CONSISTING OF 14 PAGES, IS TRUTHFUL AND ACCURATE TO THE
BEST OF MY PERSONAL KNOWLEDGE. EACH PAGE AND ALL CORRECTIONS, IF ANY, BEAR MY INITIALS.
I HAVE READ [X] / I HAVE BEEN READ [] THE FOREGOING DECLARATION AND UNDERSTAND THAT THIS
DOCUMENT MAY BE USED IN A COURT OF LAW. (X)

C. Gray
(DECLARANT SIGNATURE)

Everett, WA
(CITY AND STATE WHERE SIGNED)

(OFFICER OR WITNESS SIGNATURE)

Wed Feb 7 2024
(DATE OF STATEMENT)

Page 1 of 14 - Presented this day to Council +
Mayor - then filed w/EPD as part 15 -

Chapter Listing | RCW Dispositions

Chapter 9A.90 RCW

WASHINGTON CYBERCRIME ACT

*Violation of the entire Act + all statutes,
top to bottom.*

Sections

HTML	PDF	9A.90.010	Findings—Intent—2016 c 164.
HTML	PDF	9A.90.020	Short title—2016 c 164.
HTML	PDF	9A.90.030	Definitions.
HTML	PDF	9A.90.040	Computer trespass in the first degree. <i>- Literally ALL my computing devices are breached—dozens!</i>
HTML	PDF	9A.90.050	Computer trespass in the second degree.
HTML	PDF	9A.90.060	Electronic data service interference. <i>- Those breaches were achieved by DOS attack.</i>
HTML	PDF	9A.90.070	Spoofing. <i>- very 1st breach was via "Spoof"—proven when Xfinity came + switched out my modem, only to have spoofs of my old network name, "MayDay" still broadcasting 4x over.</i>
HTML	PDF	9A.90.080	Electronic data tampering in the first degree.
HTML	PDF	9A.90.090	Electronic data tampering in the second degree. <i>- Was reported to EPD at that time, w/ photos and those spoofs still broadcasting!</i>
HTML	PDF	9A.90.100	Electronic data theft. <i>- EVERY + ALL Data of mine present + going back a decade stolen.</i>
HTML	PDF	9A.90.110	Commission of other crime. <i>- And is being sold in \$5 + \$40 packages via TOR + Dark Web.</i>
HTML	PDF	9A.90.120	Cyber harassment.

PDF RCW 9A.90.010

Findings—Intent—2016 c 164.

The legislature finds that the rapid pace of technological change and information computerization in the digital age generates a never ending sequence of anxiety inducing reports highlighting how the latest device or innovation is being used to harm consumers. The legislature finds that this generates an ongoing pattern of legislation being proposed to regulate each new technology. The legislature finds that a more systemic approach is needed to better protect consumers and address these rapidly advancing technologies. The legislature finds that the application of traditional criminal enforcement measures that apply long-standing concepts of trespass, fraud, and theft to activities in the electronic frontier has not provided the essential clarity, certainty, and predictability that regulators, entrepreneurs, and innovators need. The legislature finds that an integrated, comprehensive methodology, rather than a piecemeal approach, will provide significant economic development benefits by providing certainty to the innovation community about the actions and activities that are prohibited. Therefore, the legislature intends to create a new

chapter of crimes to the criminal code to punish and deter misuse or abuse of technology, rather than the perceived threats of individual technologies. This new chapter of crimes has been developed from an existing and proven system of computer security threat modeling known as the STRIDE system.

The legislature intends to strike a balance between public safety and civil liberties in the digital world, including creating sufficient space for white hat security research and whistleblowers. The state whistleblower and public record laws prevent this act from being used to hide any deleterious actions by government officials under the guise of security. Furthermore, this act is not intended to criminalize activity solely on the basis that it violates any terms of service.

The purpose of the Washington cybercrime act is to provide prosecutors the twenty-first century tools they need to combat twenty-first century crimes.

[2016 c 164 § 1.]

PDF

RCW 9A.90.020

Short title—2016 c 164.

This act may be known and cited as the Washington cybercrime act.

[2016 c 164 § 2.]

PDF

RCW 9A.90.030

Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Access" means to gain entry to, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of electronic data, data network, or data system, including via electronic means.

(2) "Cybercrime" includes crimes of this chapter.

(3) "Data" means a digital representation of information, knowledge, facts, concepts, data software, data programs, or instructions that are being prepared or have been prepared in a formalized manner and are intended for use in a data network, data program, data services, or data system.

(4) "Data network" means any system that provides digital communications between one or more data systems or other digital input/output devices including, but not limited to, display terminals, remote systems, mobile devices, and printers.

(5) "Data program" means an ordered set of electronic data representing coded instructions or statements that when executed by a computer causes the device to process electronic data.

(6) "Data services" includes data processing, storage functions, internet services, email services, electronic message services, website access, internet-based electronic gaming services, and other similar system, network, or internet-based services.

(7) "Data system" means an electronic device or collection of electronic devices, including support devices one or more of which contain data programs, input data, and output data, and that

performs functions including, but not limited to, logic, arithmetic, data storage and retrieval, communication, and control. This term does not include calculators that are not programmable and incapable of being used in conjunction with external files.

(8) "Electronic tracking device" means an electronic device that permits a person to remotely determine or monitor the position and movement of another person, vehicle, device, or other personal possession. As used in this definition, "electronic device" includes computer code or other digital instructions that once installed on a digital device, allows a person to remotely track the position of that device.

(9) "Identifying information" means information that, alone or in combination, is linked or linkable to a trusted entity that would be reasonably expected to request or provide credentials to access a targeted data system or network. It includes, but is not limited to, recognizable names, addresses, telephone numbers, logos, HTML links, email addresses, registered domain names, reserved IP addresses, user names, social media profiles, cryptographic keys, and biometric identifiers.

(10) "Malware" means any set of data instructions that are designed, without authorization and with malicious intent, to disrupt computer operations, gather sensitive information, or gain access to private computer systems. "Malware" does not include software that installs security updates, removes malware, or causes unintentional harm due to some deficiency. It includes, but is not limited to, a group of data instructions commonly called viruses or worms, that are self-replicating or self-propagating and are designed to infect other data programs or data, consume data resources, modify, destroy, record, or transmit data, or in some other fashion usurp the normal operation of the data, data system, or data network.

(11) ~~"White hat security research" means accessing a data program, service, or system solely for purposes of good faith testing, investigation, identification, and/or correction of a security flaw or vulnerability, where such activity is carried out, and where the information derived from the activity is used, primarily to promote security or safety.~~

(12) "Without authorization" means to knowingly circumvent technological access barriers to a data system in order to obtain information without the express or implied permission of the owner, where such technological access measures are specifically designed to exclude or prevent unauthorized individuals from obtaining such information, ~~but does not include white hat security research or circumventing a technological measure that does not effectively control access to a computer.~~ The term "without the express or implied permission" does not include access in violation of a duty, agreement, or contractual obligation, such as an acceptable use policy or terms of service agreement, with an internet service provider, internet website, or employer. The term "circumvent technological access barriers" may include unauthorized elevation of privileges, such as allowing a normal user to execute code as administrator, or allowing a remote person without any privileges to run code.

Bingo! Hi #7 ☺

• this bit right here is just what they've done.
-elevated stolen privileges to:

PDF RCW 9A.90.040

Computer trespass in the first degree.

- (1) A person is guilty of computer trespass in the first degree if the person, without authorization, intentionally gains access to a computer system or electronic database of another; and
 - (a) The access is made with the intent to commit another crime in violation of a state law not included in this chapter; or

"Super User" Status to steal, harm, control -AND- sell every part of me, my life, my home - everything.

(b) The violation involves a computer or database maintained by a government agency.

(2) Computer trespass in the first degree is a class C felony. *- one of MANY.*

[2016 c 164 § 4.]

PDF

RCW 9A.90.050

Computer trespass in the second degree.

(1) A person is guilty of computer trespass in the second degree if the person, without authorization, intentionally gains access to a computer system or electronic database of another under circumstances not constituting the offense in the first degree.

(2) Computer trespass in the second degree is a gross misdemeanor.

[2016 c 164 § 5.]

PDF

RCW 9A.90.060

Electronic data service interference.

(1) A person is guilty of electronic data service interference if the person maliciously and without authorization causes the transmission of data, data program, or other electronic command that intentionally interrupts or suspends access to or use of a data network or data service.

(2) Electronic data service interference is a class C felony. *- 'nother felony.*

[2016 c 164 § 6.]

PDF

RCW 9A.90.070

Spoofing.

(1) A person is guilty of spoofing if he or she, without authorization, knowingly initiates the transmission, display, or receipt of the identifying information of another organization or person for the purpose of gaining unauthorized access to electronic data, a data system, or a data network, and with the intent to commit another crime in violation of a state law not included in this chapter.

(2) Spoofing is a gross misdemeanor. *-yup!*

[2016 c 164 § 7.]

PDF

RCW 9A.90.080

Electronic data tampering in the first degree.

(1) A person is guilty of electronic data tampering in the first degree if he or she maliciously and without authorization:

- (a)(i) Alters data as it transmits between two data systems over an open or unsecure network; or
- (ii) Introduces any malware into any electronic data, data system, or data network; and
- (b)(i) Doing so is for the purpose of devising or executing any scheme to defraud, deceive, or extort, or commit any other crime in violation of a state law not included in this chapter, or of wrongfully controlling, gaining access to, or obtaining money, property, or electronic data; or
- (ii) The electronic data, data system, or data network is maintained by a governmental [government] agency.

(2) Electronic data tampering in the first degree is a class C felony.

[2016 c 164 § 8.]

*- felony #3 - just in this class; Cybercrime!
Not to mention all the Burglary +
EVERYTHING ELSE.*

PDF

RCW 9A.90.090

Electronic data tampering in the second degree.

(1) A person is guilty of electronic data tampering in the second degree if he or she maliciously and without authorization:

- (a) Alters data as it transmits between two data systems over an open or unsecure network under circumstances not constituting the offense in the first degree; or
- (b) Introduces any malware into any electronic data, data system, or data network under circumstances not constituting the offense in the first degree.

(2) Electronic data tampering in the second degree is a gross misdemeanor.

[2016 c 164 § 9.]

PDF

RCW 9A.90.100

Electronic data theft.

(1) A person is guilty of electronic data theft if he or she intentionally, without authorization, and without reasonable grounds to believe that he or she has such authorization, obtains any electronic data with the intent to:

- (a) Devise or execute any scheme to defraud, deceive, extort, or commit any other crime in violation of a state law not included in this chapter; or
 - (b) Wrongfully control, gain access to, or obtain money, property, or electronic data.
- (2) Electronic data theft is a class C felony.

- felony #4 / Cybercrime

[2016 c 164 § 10.]

PDF RCW 9A.90.110**Commission of other crime.**

A person who, in the commission of a crime under this chapter, commits any other crime may be punished for that other crime as well as for the crime under this chapter and may be prosecuted for each crime separately.

[2016 c 164 § 11.]

PDF RCW 9A.90.120**Cyber harassment.**

(1) A person is guilty of cyber harassment if the person, with intent to harass or intimidate any other person, and under circumstances not constituting telephone harassment, makes an electronic communication to that person or a third party and the communication:

(a)(i) Uses any lewd, lascivious, indecent, or obscene words, images, or language, or suggests the commission of any lewd or lascivious act;

(ii) Is made anonymously or repeatedly;

(iii) Contains a threat to inflict bodily injury immediately or in the future on the person threatened or to any other person; or

(iv) Contains a threat to damage, immediately or in the future, the property of the person threatened or of any other person; and

(b) With respect to any offense committed under the circumstances identified in (a)(iii) or (iv) of this subsection:

(i) Would cause a reasonable person, with knowledge of the sender's history, to suffer emotional distress or to fear for the safety of the person threatened; or

(ii) Reasonably caused the threatened person to suffer emotional distress or fear for the threatened person's safety.

(2)(a) Except as provided in (b) of this subsection, cyber harassment is a gross misdemeanor.

(b) A person who commits cyber harassment is guilty of a class C felony if any of the following apply:

(i) The person has previously been convicted in this or any other state of any crime of harassment, as defined in RCW 9A.46.060, of the same victim or members of the victim's family or household or any person specifically named in a no-contact or no-harassment order;

(ii) The person cyber harasses another person under subsection (1)(a)(iii) of this section by threatening to kill the person threatened or any other person;

(iii) The person cyber harasses a criminal justice participant or election official who is performing the participant's official duties or election official's official duties at the time the communication is made;

(iv) The person cyber harasses a criminal justice participant or election official because of an action taken or decision made by the criminal justice participant or election official during the performance of the participant's official duties or election official's official duties; or

(v) The person commits cyber harassment in violation of any protective order protecting the victim.

(3) Any criminal justice participant or election official who is a target for threats or harassment

prohibited under subsection (2)(b)(iii) or (iv) of this section, and any family members residing with the participant or election official, shall be eligible for the address confidentiality program created under RCW 40.24.030.

(4) For purposes of this section, a criminal justice participant includes any:

- (a) Federal, state, or municipal court judge;
- (b) Federal, state, or municipal court staff;
- (c) Federal, state, or local law enforcement agency employee;
- (d) Federal, state, or local prosecuting attorney or deputy prosecuting attorney;
- (e) Staff member of any adult corrections institution or local adult detention facility;
- (f) Staff member of any juvenile corrections institution or local juvenile detention facility;
- (g) Community corrections officer, probation officer, or parole officer;
- (h) Member of the indeterminate sentence review board;
- (i) Advocate from a crime victim/witness program; or
- (j) Defense attorney.

(5) For the purposes of this section, an election official includes any staff member of the office of the secretary of state or staff member of a county auditor's office, regardless of whether the member is employed on a temporary or part-time basis, whose duties relate to voter registration or the processing of votes as provided in Title 29A RCW.

(6) The penalties provided in this section for cyber harassment do not preclude the victim from seeking any other remedy otherwise available under law.

(7) Any offense committed under this section may be deemed to have been committed either at the place from which the communication was made or at the place where the communication was received.

(8) For purposes of this section, "electronic communication" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic communication" includes, but is not limited to, email, internet-based communications, pager service, and electronic text messaging.

[2022 c 231 § 1; 2004 c 94 § 1. Formerly RCW 9.61.260.]

NOTES:

Severability—2004 c 94: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [2004 c 94 § 6.]

Effective dates—2004 c 94: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [March 24, 2004], except for section 3 of this act, which takes effect July 1, 2004." [2004 c 94 § 7.]

PDF

RCW 9A.46.110

Stalking.

(1)(a) A person commits the crime of stalking if, without lawful authority the person:

(i) Intentionally and repeatedly harasses another person;

(ii) Intentionally and repeatedly follows another person;

(iii) Intentionally contacts, follows, tracks, or monitors, or attempts to contact, follow, track, or monitor another person after being given actual notice that the person does not want to be contacted, followed, tracked, or monitored; or

(iv) Knowingly and without consent installs or monitors an electronic tracking device, or causes an electronic tracking device to be installed, placed, or used, to track the location of another person; and

(b) The person being harassed, followed, tracked, or monitored suffers substantial emotional distress or is placed in fear that the stalker intends to injure him or her, or another person, or his or her property or the property of another person, or, in the circumstances identified in (a)(iv) of this subsection, the victim's knowledge of the tracking device would reasonably elicit substantial emotional distress or fear. The feeling of substantial emotional distress or fear must be one that a reasonable person in the same situation would experience given the totality of the circumstances.

(2)(a) It is not a defense to the crime of stalking under subsection (1)(a)(i), (ii), or (iv) of this section that the stalker was not given actual notice that the person did not want the stalker to contact, follow, track, or monitor him or her; and

(b) It is not a defense to the crime of stalking under subsection (1)(a)(i) of this section that the stalker did not intend to frighten or intimidate the person or place the person in substantial emotional distress.

(3) It shall be a defense to the crime of stalking that the defendant is a licensed private investigator acting within the capacity of his or her license as provided by chapter 18.165 RCW. -nope!

(4) The provisions of this section do not apply to the installation, placement, or use of an electronic tracking device by any of the following:

(a) A law enforcement officer, judicial officer, probation or parole officer, or other public employee when any such person is engaged in the lawful performance of official duties and in accordance with state or federal law; -nope!

(b) The installation, placement, or use of an electronic tracking device authorized by an order of a state or federal court; -nope!

(c) A legal guardian for a disabled adult or a legally authorized individual or organization designated to provide protective services to a disabled adult when the electronic tracking device is installed, placed, or used to track the location of the disabled adult for which the person is a legal guardian or the individual or organization is designated to provide protective services; -nope!

(d) A parent or legal guardian of a minor when the electronic tracking device is installed, placed, or used to track the location of that minor unless the parent or legal guardian is subject to a court order that orders the parent or legal guardian not to assault, threaten, harass, follow, or contact that minor; -nope!

(e) An employer, school, or other organization, who owns the device on which the tracking device is installed and provides the device to a person for use in connection with the person's involvement with the employer, school, or other organization and the use of the device is limited to recovering lost or stolen items; or -nope!

(f) The owner of fleet vehicles, when tracking such vehicles. For the purposes of this section, "fleet vehicle" means any of the following; -nope!

(i) One or more motor vehicles owned by a single entity and operated by employees or agents

of the entity for business or government purposes;

(ii) Motor vehicles held for lease or rental to the general public; or *- nope again!*

(iii) Motor vehicles held for sale, or used as demonstrators, test vehicles, or loaner vehicles, by motor vehicle dealers.

(5)(a) Except as provided in (b) of this subsection, a person who stalks another person is guilty of a gross misdemeanor.

(b) A person who stalks another person is guilty of a class B felony if any of the following applies:

(i) The stalker has previously been convicted in this state or any other state of any crime of harassment, as defined in RCW 9A.46.060;

(ii) The stalking violates any protective order protecting the victim;

(iii) The stalker has previously been convicted of a gross misdemeanor or felony stalking offense under this section for stalking another person;

(iv) The stalker was armed with a deadly weapon, as defined in RCW 9.94A.825, while stalking the victim;

(v)(A) The victim is or was a law enforcement officer; judge; juror; attorney; victim advocate; legislator; community corrections' officer; an employee, contract staff person, or volunteer of a correctional agency; court employee, court clerk, or courthouse facilitator; or an employee of the child protective, child welfare, or adult protective services division within the department of social and health services; and

(B) The stalker stalked the victim to retaliate against the victim for an act the victim performed during the course of official duties or to influence the victim's performance of official duties; or

(vi) The victim is a current, former, or prospective witness in an adjudicative proceeding, and the stalker stalked the victim to retaliate against the victim as a result of the victim's testimony or potential testimony.

(6) As used in this section:

(a) "Actual notice" includes, in addition to any other form of actual notice, circumstances in which the other person has a protective order in effect protecting him or her from the person.

(b) "Contact" includes, in addition to any other form of contact or communication, the sending of an electronic communication to the other person.

(c) "Correctional agency" means a person working for the department of natural resources in a correctional setting or any state, county, or municipally operated agency with the authority to direct the release of a person serving a sentence or term of confinement and includes but is not limited to the department of corrections, the indeterminate sentence review board, and the department of social and health services.

(d) "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose. "Course of conduct" includes, in addition to any other form of communication, contact, or conduct, the sending of an electronic communication, but does not include constitutionally protected free speech. Constitutionally protected activity is not included within the meaning of "course of conduct."

(e) "Electronic tracking device" means an electronic device that permits a person to remotely determine or monitor the position and movement of another person, vehicle, device, or other personal possession. As used in this subsection (6)(e), "electronic device" includes computer code or other digital instructions that once installed on a digital device, allows a person to remotely track the position of that device.

(f) "Follows" means deliberately maintaining visual or physical proximity to a specific person over a period of time. A finding that the stalker repeatedly and deliberately appears at the person's home, school, place of employment, business, or any other location to maintain visual or physical proximity to the person is sufficient to find that the stalker follows the person. It is not necessary to establish that the stalker follows the person while in transit from one location to another.

(g) "Harasses" means a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, torments, or is detrimental to such person, and which serves no legitimate or lawful purpose.

(h) "Protective order" means any temporary or permanent court order prohibiting or limiting violence against, harassment of, contact or communication with, or physical proximity to another person.

(i) "Repeatedly" means on two or more separate occasions.

(j) "Substantial emotional distress" means a mental, emotional, or physical reaction such as anxiety, apprehension, or loss of ability to concentrate or other symptoms, whether or not medical or other professional treatment or counseling is sought or required, which degrades the victim's quality of life.

[2023 c 461 § 1; 2021 c 215 § 111; 2013 c 84 § 29; 2007 c 201 § 1; 2006 c 95 § 3; 2003 c 53 § 70. Prior: 1999 c 143 § 35; 1999 c 27 § 3; 1994 c 271 § 801; 1992 c 186 § 1.]

NOTES:

Effective date—2022 c 268; 2021 c 215: See note following RCW 7.105.900.

Findings—Intent—2006 c 95: See note following RCW 74.04.790.

Intent—Effective date—2003 c 53: See notes following RCW 2.48.180.

Intent—1999 c 27: See note following RCW 9A.46.020.

Purpose—Severability—1994 c 271: See notes following RCW 9A.28.020.

Severability—1992 c 186: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1992 c 186 § 10.]

PDF RCW 9A.52.025**Residential burglary.**

(1) A person is guilty of residential burglary if, with intent to commit a crime against a person or property therein, the person enters or remains unlawfully in a dwelling other than a vehicle.

(2) Residential burglary is a class B felony. In establishing sentencing guidelines and disposition standards, residential burglary is to be considered a more serious offense than second degree burglary.

[2011 1st sp.s. c 40 § 38; 1989 2nd ex.s. c 1 § 1; 1989 c 412 § 1.]

PDF RCW 9A.52.030**Burglary in the second degree.**

(1) A person is guilty of burglary in the second degree if, with intent to commit a crime against a person or property therein, he or she enters or remains unlawfully in a building other than a vehicle or a dwelling.

(2) Burglary in the second degree is a class B felony.

[2011 c 336 § 370; 1989 2nd ex.s. c 1 § 2; 1989 c 412 § 2; 1975-'76 2nd ex.s. c 38 § 7; 1975 1st ex.s. c 260 § 9A.52.030.]

NOTES:

Effective date—1989 2nd ex.s. c 1: See note following RCW 9A.52.025.

Effective date—**Severability**—1975-'76 2nd ex.s. c 38: See notes following RCW 9A.08.020.

PDF RCW 9A.36.050**Reckless endangerment.**

(1) A person is guilty of reckless endangerment when he or she recklessly engages in conduct not amounting to drive-by shooting but that creates a substantial risk of death or serious physical injury to another person.

(2) Reckless endangerment is a gross misdemeanor.

[1997 c 338 § 45; 1989 c 271 § 110; 1975 1st ex.s. c 260 § 9A.36.050.]

PDF RCW 9A.90.120**Cyber harassment.**

(1) A person is guilty of cyber harassment if the person, with intent to harass or intimidate any other person, and under circumstances not constituting telephone harassment, makes an electronic communication to that person or a third party and the communication:

(a)(i) Uses any lewd, lascivious, indecent, or obscene words, images, or language, or suggests the commission of any lewd or lascivious act;

(ii) Is made anonymously or repeatedly;

(iii) Contains a threat to inflict bodily injury immediately or in the future on the person threatened or to any other person; or

(iv) Contains a threat to damage, immediately or in the future, the property of the person threatened or of any other person; and

(b) With respect to any offense committed under the circumstances identified in (a)(iii) or (iv) of this subsection:

(i) Would cause a reasonable person, with knowledge of the sender's history, to suffer emotional distress or to fear for the safety of the person threatened; or

(ii) Reasonably caused the threatened person to suffer emotional distress or fear for the threatened person's safety.

(2)(a) Except as provided in (b) of this subsection, cyber harassment is a gross misdemeanor.

(b) A person who commits cyber harassment is guilty of a class C felony if any of the following apply:

(i) The person has previously been convicted in this or any other state of any crime of harassment, as defined in RCW 9A.46.060, of the same victim or members of the victim's family or household or any person specifically named in a no-contact or no-harassment order;

(ii) The person cyber harasses another person under subsection (1)(a)(iii) of this section by threatening to kill the person threatened or any other person;

(iii) The person cyber harasses a criminal justice participant or election official who is performing the participant's official duties or election official's official duties at the time the communication is made;

(iv) The person cyber harasses a criminal justice participant or election official because of an action taken or decision made by the criminal justice participant or election official during the performance of the participant's official duties or election official's official duties; or

(v) The person commits cyber harassment in violation of any protective order protecting the victim.

(3) Any criminal justice participant or election official who is a target for threats or harassment prohibited under subsection (2)(b)(iii) or (iv) of this section, and any family members residing with the participant or election official, shall be eligible for the address confidentiality program created under RCW 40.24.030.

(4) For purposes of this section, a criminal justice participant includes any:

(a) Federal, state, or municipal court judge;

(b) Federal, state, or municipal court staff;

(c) Federal, state, or local law enforcement agency employee;

(d) Federal, state, or local prosecuting attorney or deputy prosecuting attorney;

(e) Staff member of any adult corrections institution or local adult detention facility;

(f) Staff member of any juvenile corrections institution or local juvenile detention facility;

(g) Community corrections officer, probation officer, or parole officer;

(h) Member of the indeterminate sentence review board;

(i) Advocate from a crime victim/witness program; or

(j) Defense attorney.

(5) For the purposes of this section, an election official includes any staff member of the office of the secretary of state or staff member of a county auditor's office, regardless of whether the member is employed on a temporary or part-time basis, whose duties relate to voter registration or the processing of votes as provided in Title 29A RCW.

(6) The penalties provided in this section for cyber harassment do not preclude the victim from seeking any other remedy otherwise available under law.

(7) Any offense committed under this section may be deemed to have been committed either at the place from which the communication was made or at the place where the communication was received.

(8) For purposes of this section, "electronic communication" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. "Electronic communication" includes, but is not limited to, email, internet-based communications, pager service, and electronic text messaging.

[2022 c 231 § 1; 2004 c 94 § 1. Formerly RCW 9.61.260.]

NOTES:

Severability—2004 c 94: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [2004 c 94 § 6.]

Effective dates—2004 c 94: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [March 24, 2004], except for section 3 of this act, which takes effect July 1, 2004." [2004 c 94 § 7.]