



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, February 28, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: February 21, 2024

Mayor's Comments: Swear In Everett Police Officer: Brittani Bos, Alisa Graetzer, Felipe Rodriguez Velasquez

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 \$1,909,692.37 For The Period Ending February 10, 2024 Through February 16, 2024.

Documents:

[RES CLAIMS PAYABLE FEB 10, 2024 - FEB 16, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,528,811.34 For The Period Ending February 10, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 04.PDF](#)

(3) Authorize Release Of Invitation For Bid #2024-018 Val-Matic Butterfly Valves And Rotork Actuators In The Form Substantially Provided.

Documents:

[VAL-MATIC BUTTERFLY VALVES.PDF](#)

(4) Authorize Release Of Invitation For Bid #2024-024 For 2024 Biosolids Haul And Land Application As Substantially Provided.

Documents:

[BIOSOLIDS.PDF](#)

(5) Authorize The Mayor To Sign The Interlocal Agreement With Washington State Library.

Documents:

[WASHINGTON STATE LIBRARY_LIBRARY TECHNOLOGY PROGRAM.PDF](#)

(6) Authorize The Mayor To Sign Interlocal Agreement With Snohomish Conservation District And Snohomish County.

Documents:

[SNO CONSERVATION DISTRICT-SNOH CO-ILA-NPDES PERMIT OUTREACH.PDF](#)

PROPOSED ACTION ITEM:

(7) CB 2402-83 – 2nd Reading - Adopt An Ordinance Amending Ordinance No. 3779-20, As Amended, Entitled "Everett Municipal Building – Public Works Tenant Improvement Project", Fund 342, Program 42 & 43, Fund 336, Program 015 To Accumulate All Costs For The Project. (3rd & Final Reading 3/6/24)

Documents:

[CB 2402-83.PDF](#)

PUBLIC HEARING:

(8) CB 2310-50 – 3rd & Final Reading - Adopt Ordinance Adopting The State Fire Code, Amending EMC 16.005.030 And Repealing And Replacing Chapter 16.03 EMC.

Documents:

[CB 2310-50.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->.



Whereas the claims payable by check against the City of Everett for the period February 10, 2024 through February 16, 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:

Fund	Department	Amount
001	City Council	591.26
002	General Government	88,818.90
003	Legal	158,887.19
005	Municipal Court	2,068.79
009	Misc Financial Funds	176,547.36
010	Finance	1,269.65
015	Information Technology	3,756.84
018	Communications, Mktg & Engag	1,350.00
024	Public Works-Engineering	2,809.54
026	Animal Shelter	204.50
030	Emergency Management	85.77
031	Police	25,688.94
032	Fire	1,769.45
038	Facilities/Maintenance	3,090.55
TOTAL GENERAL FUND		\$ 466,938.74

Fund	Department	Amount
101	Parks & Recreation	15,566.22
110	Library	37,262.07
114	Conference Center	1,200.00
120	Public Works-Streets	18,381.77
126	MV-Equipment Replacemer	54,596.12
130	Develop & Const Permit Fee	495.36
145	Real Property Acquisition	988.20
146	Property Management	60,767.84
152	Cum Reserve-Library	2,133.22
155	Capital Reserve Fund	33,079.87
156	Criminal Justice	1,163.56
162	Capital Projects Reserve	40,357.32
197	CHIP Loan Program	329.70
198	Community Dev Block Gran	21,868.90
303	PW Improvement Projects	18,116.85
336	Water & Sewer Sys Improv I	41,703.80
354	Parks Capital Construction	20,881.00
401	Public Works-Utilities	508,261.93
402	Solid Waste Utility	11,093.37
425	Public Works-Transit	58,386.97
430	Everpark Garage	26,296.60
440	Golf	36,517.00
501	MVD-Transportation Service	65,344.73
503	Self-Insurance	28,597.82
505	Computer Reserve	136,422.33
507	Telecommunications	95,363.92
508	Health Benefits Reserve	11,114.58
637	Police Pension	10,989.90
638	Fire Pension	17,824.40
661	Claims	64,982.28
670	Custodial Funds	2,666.00
TOTAL CLAIMS		\$ 1,909,692.37

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of February 10, and checks issued February 16, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	12,844.47	6,925.41
003	Legal	85,004.25	24,914.17
004	Administration	52,102.11	12,535.92
005	Municipal Court	73,437.70	25,126.04
007	Personnel	63,167.66	19,174.74
010	Finance	98,209.61	31,671.80
015	Information Technology	121,374.90	39,023.59
018	Communications and Marketing	22,436.77	7,177.53
021	Planning & Community Dev	122,222.03	36,315.07
024	Public Works	215,540.91	71,184.36
026	Animal Shelter	56,260.33	23,418.03
030	Emergency Management	10,764.80	3,508.16
031	Police	1,261,438.49	310,444.28
032	Fire	859,103.69	212,130.48
038	Facilities/Maintenance	107,003.67	40,442.17
101	Parks & Recreation	141,772.81	58,028.10
110	Library	125,292.55	43,370.28
112	Community Theatre	8,654.25	2,140.82
120	Street	76,467.84	28,877.92
153	Emergency Medical Services	470,367.54	103,703.01
197	CHIP	11,771.45	3,441.72
198	Community Dev Block	3,839.53	1,273.00
401	Utilities	900,364.88	332,991.73
425	Transit	524,050.66	191,551.10
440	Golf	24,127.22	10,594.81
501	Equip Rental	81,191.22	30,701.25
		<u>\$5,528,811.34</u>	<u>\$1,670,665.49</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Authorize Release of Invitation for Bid #2024-018 Val-Matic Butterfly Valves and Rotork Actuators

Council Bill # *interoffice use*

Agenda dates requested:

February 28, 2024

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Invitation for Bid

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Val-Matic Butterfly Valves and Rotork Actuators

Partner/Supplier : To be Determined

Location: City of Everett Water Filtration Plant (WFP)

Preceding action: None

Fund: 401

Fiscal summary statement:

The anticipated spend is approximately \$450,000 annually.

The lowest responsive and responsible supplier will be brought to Council for consideration and award.

Project summary statement:

Staff is requesting that City Council authorize the release of Invitation for Bid #2024-018 Val-Matic Butterfly Valves and Rotork Actuators

The City of Everett Water Filtration Plant (WFP) has a variety of filter valves that have reached or exceeded their useful life spans. These valves control the direct filtration of raw water into clean potable water. The valves and actuators need to be replaced as they have a high failure rate, require custom parts, and are critical in the reliable operation of the facility.

The City Water Filtration Plant has standardized on the combination of Val-Matic butterfly valves and Rotork actuators to match the previously upgraded system, reduce the amount and variety of spare parts, and aid in performance and reliability. There are a total of eight filters at the filtration plant. The anticipated cost is based on replacing the valves and actuators on two filters each year, which will take four years to complete.

City forces will be responsible for the installation of the valves.

Recommendation (exact action requested of Council):

Authorize release of Invitation for Bid #2024-018 Val-Matic Butterfly Valves and Rotork Actuators in the form substantially provided.



PROCUREMENT

EVERETT
WASHINGTON

Invitation for Bid #2024-018

Procurement Professional Point of Contact:

Bert Cueva, CPPB

Buyer

(425) 257-8903

bids@everettwa.gov

Val-Matic Butterfly Valves & Rotork Actuators

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	February 29, 2024
Deadline for Final Questions	March 22, 2024
Bid Due Date	April 5, 2024, 2:00 p.m. Pacific Time
Anticipated Award	April 2024
Contract Term	2 years with three (3) one-year extension options at the sole discretion of the City of Everett
<p align="center">Submit Sealed Bids to: City Clerk's Office – Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201</p> <p>Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number and contact information listed above. Only bids that arrive in the City 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> <p>Information & Addenda: All Information including Addenda regarding this solicitation can be found at: https://www.everettwa.gov/2713/Bid-opportunities</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a bid.</p> <p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Invitation for Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.</p>	

Table of Contents

Contract Term	1
SECTION 1 - Instructions	4
1.1 BID SUBMITTAL	4
1.2 BID OPENING	4
1.3 OFFER PERIOD	4
1.4 REQUEST FOR DUE DATE EXTENSION	4
1.5 WITHDRAWAL OF BIDS	4
1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED	4
1.7 MULTIPLE BIDS.....	4
1.8 EVALUATION AND AWARD	5
1.9 METHOD OF AWARD	5
1.10 BIDDING ERRORS	5
1.11 CANCELLATION	5
1.12 EXCLUDED PARTIES	6
1.13 BUSINESS LICENSE.....	6
1.14 BID PROTEST PROCEDURES	6
1.15 NON-ENDORSEMENT	6
1.16 NO CONFIDENTIALITY	6
1.17 RESPONSE PROPERTY OF THE CITY OF EVERETT.....	6
1.18 NO OBLIGATION TO BUY.....	6
1.19 COST OF PREPARING BIDS	6
1.20 CONTRACT TERMINATION	6
1.21 RECYCLE	7
1.22 COOPERATIVE PURCHASING	7
SECTION 2 -SPECIFICATIONS	8
2.1 INTENT	8
2.2 SPECIFICATIONS	8
2.3 BRAND NAME	8
2.4 QUANTITIES.....	8
2.5 RELATED PRODUCTS	9
2.6 ADDITIONAL REQUIREMENTS	9
2.7 PRICING AND DELIVERY	9

2.8 PRICING ADJUSTMENTS..... 9

2.9 PAYMENT 10

SECTION 3 – BID SUBMITTAL REQUIREMENTS 11

3.1 SUBMITTAL REQUIREMENTS 11

DRAFT - NOT TO BE USED FOR BIDDING

SECTION 1 - INSTRUCTIONS

1.1 BID SUBMITTAL

The City Clerk's Office must receive the Supplier's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the supplier.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No supplier may withdraw its bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Bidder as deemed in the best interests of the City.

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

1.2 BID OPENING

At the appointed time, all bids will be opened and read aloud publicly via live streaming or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett WA 98201. The link to view live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

1.3 OFFER PERIOD

All bids submitted shall remain open for ninety (90) days from the receipt date. The City of Everett reserves the right to extend this period.

1.4 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Bid Due Date. Supplier shall 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.

1.5 WITHDRAWAL OF BIDS

Suppliers may withdraw a bid 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 Invitation to Bid cover sheet.

1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The supplier shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

1.7 MULTIPLE BIDS

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

1.8 EVALUATION AND AWARD

The City of Everett will award the Bid to the responsive and responsible Supplier(s) with the lowest offer that best meets the needs of the City, or reject any and all Bids.

- a. Responsive Bidder- 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 Bidder - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.9 METHOD OF AWARD

After bids are received, the City will determine the method of award based on the best interest of the City. The City will choose between two methods:

“All or Nothing”: The City awards all bid items to a single bidder, with the award made to the responsive and responsible bidder with lowest price on the sum of all the bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City may (1) declare the bid non-responsive and not eligible for an “All or Nothing” award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

“Item by Item”: The City awards on an item-by-item basis to one or more bidders, with the award for each item made to the responsive and responsible bidder with the lowest price on that item. The City may award some or all of the bid items, and may elect to not award some bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City will not consider that bidder for award on that bid item.

1.10 BIDDING ERRORS

The City of Everett will not be liable for any errors in supplier bids. Suppliers will not be allowed to alter bids after the deadline for bid submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in bids by the City of Everett or the Supplier. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors or omissions contained in their bids.

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the bids a supplier claims an error, and requests to be relieved of award, they will be required to promptly present certified work sheets. The Procurement Professional will review the work sheets and if the Procurement Professional is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the supplier may be relieved of their bid.

1.11 CANCELLATION

The City, at its sole discretion may choose to reject any or all bids, in whole or in part.

1.12 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>.

1.13 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.

1.14 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.

1.15 NON-ENDORSEMENT

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

1.16 NO CONFIDENTIALITY

By submitting a bid, the bidding supplier understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the City. The City will disclose the bid and all such materials to anyone at any time and without notice to the bidding supplier.

1.17 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.

1.18 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Invitation for Bid does not compel the City of Everett to purchase. The City of Everett reserves the right to reject any and all Bids.

1.19 COST OF PREPARING BIDS

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 Invitation for Bid.

1.20 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.

1.21 RECYCLE

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

1.22 COOPERATIVE PURCHASING

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

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

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

SECTION 2 -SPECIFICATIONS

2.1 INTENT

The City of Everett seeks a supplier to provide Val-Matic® butterfly valves for installation at the City Water Pollution Control Facility. Each Val-Matic® butterfly valve must have a Rotork actuator oriented and secured to each valve to complete repairs and replacement of current valves that have reached the end of their service life.

2.2 SPECIFICATIONS

Val-Matic Butterfly valves must have appropriately rated actuators securely attached to the valve stem to secure actuator body to the valve body per the attached manufacturer standard provided in Appendix A.

The valves need to be AWWA compliant.

The awarded supplier must provide a complete unit ready to be installed by City staff at the City Water Filtration Plant.

A. 6" Butterfly Valve

Quantity: 4

- a. Val-Matic®2000 Series – Part Number 2006XFCT
- b. Rotork K-Tork Actuator – Part Number: KT-20-DA-HT-N-EP-0

B. 18" Butterfly Valve

Quantity: 2

- a. Val-Matic®2000 Series – Part Number: 2018XFCT
- b. Rotork K-Tork Actuator – Part Number: KT-50-DA-HT-N-EP-0

C. 30" Butterfly Valve

Quantity: 6

- a. Val-Matic®2000 Series – Part Number: 2030 XFCT
- b. Rotork K-Tork Actuator – Part Number: KT-60-DA-HT-N-EP-0

D. 36" Butterfly Valve

Quantity: 3

- a. Val-Matic®2000 Series – Part Number: 2036XFCT
- b. Rotork K-Tork Actuator – Part Number: KT-70-DA-HT-N-EP-0

2.3 BRAND NAME

This is a brand name specification. It has been determined that only the identified brand name items will satisfy the City of Everett's needs. All suppliers shall provide pricing only on the items named in the specifications including brand(s) model, item number, etc. Offers of alternate brands, generic or private label items will be grounds for rejection of the submittal.

2.4 QUANTITIES

The quantities listed in the price sheet are expressly agreed to be an estimated usage only and 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.

2.5 RELATED PRODUCTS

Additional products may be added during the duration of the contract in each of the product categories listed in above. for the item most similar provided that such products are typically furnished by the supplier. Any additional items will be added to the contract through a documented contract amendment.

The Supplier shall not affect any change without the prior written approval of the City of Everett Procurement Professional.

Pricing will be requested from all contracted suppliers for the item most similar provided that such products are typically furnished by the supplier to provide an equal opportunity of future awards.

2.6 ADDITIONAL REQUIREMENTS

The city intends to purchase the quantity listed in this solicitation. However, additional requirements may arise. The Supplier agrees to sell additional units at the price listed for the remaining term of the contract.

In addition, the City of Everett reserves the right to make changes, additions to, or deductions from these specifications provided that they conform to the general Specifications. The Supplier shall not affect any change without the prior written approval of City of Everett.

2.7 PRICING AND DELIVERY

Prices shall include delivery and be F.O.B. Destination:

City of Everett
Water Filtration Plant
6133 Lake Chaplain Road
Monroe, WA 98272

- The supplier assumes responsibility for the delivery of all equipment quoted.
- Suppliers must certify that the quoted equipment can be delivered within the stated number of days on their quote.
- For evaluation purposes, prices must include sales or use tax per: <https://dor.wa.gov/find-taxes-rates/use-tax>

2.8 PRICING ADJUSTMENTS

Prices shall remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-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 shall 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 shall be reflected in a reduction of the contract price(s) to the City of Everett retroactive to the effective date of the price reductions.

2.9 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 – BID SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL REQUIREMENTS

Bids in response to this IFB must be submitted in the order specified below. Bids must include:

- 1. Form 3.01 – Supplier Commitment and Information**
- 2. Form 3.02 – Price Sheet**
- 3. Form 3.03 – Certificate of Non-Debarment/Suspension**

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

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 <div>CITY CLERK'S OFFICE ATTENTION: PROCUREMENT 2930 WETMORE AVE, SUITE 1A EVERETT, WA 98201</div>
	IFB Number: 2024-018
	Val-Matic® Butterfly Valves & Rotork
	IFB Title: Actuators
	Procurement
	Professional: Bert Cueva
Supplier:	
U R G E N T	

FORM 3.01 SUPPLIER COMMITMENT AND INFORMATION
INVITATION FOR BID #2024-018 VAL-MATIC® BUTTERFLY VALVES & ROTORK ACTUATORS

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, shall be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Bid and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Bid and that those questions have been answered.
- That this Bid response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid 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 3.02 PRICE SHEET
INVITATION FOR BID #2024-018 VAL-MATIC® BUTTERFLY VALVES & ROTORK
ACTUATORS

Supplier Name:

Complete the price sheet. Quotes for goods and/or services other than those specified will not be considered unless authorized by the solicitation.

If there is a conflict between the unit price and the extended price, the unit price shall govern.

#	Description	Unit Price	Estimated Quantity*	Extended Price
1	6" Butterfly Valve – Per Section 2.2.A	\$	4	\$
2	18" Butterfly Valve – Per Section 2.2.B	\$	2	\$
3	30" Butterfly Valve – Per Section 2.2.C	\$	6	\$
4	36" Butterfly Valve – Per Section 2.2.D	\$	3	\$
Subtotal:				\$
8.5% Sales Tax:				\$
Total:				\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?				
Yes <input type="checkbox"/> No <input type="checkbox"/>				
Do you agree to provide these products to other public agencies pursuant to RCW 39.34 and Section 1.21 above?				
Yes <input type="checkbox"/> No <input type="checkbox"/>				

*Note: Quantities above are current estimates for award purposes only. Actual purchase quantities may vary.

State the number of calendar days to have equipment delivered, after receipt of order:

FORM 3.03 CERTIFICATE OF NON-DEBARMENT/SUSPENSION

INVITATION FOR BID #2024-018

VAL-MATIC® BUTTERFLY VALVES & ROTORK ACTUATORS

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 QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION 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

SECTION 4 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

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).

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

Lower Tier Participant: see “Supplier”.

Must: see “Shall”.

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 that is submitted to the City of Everett by the Supplier.

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

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WFP: Water Filtration Plant located in the city of Monroe, Washington.

CITY OF EVERETT
STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these terms and conditions unless otherwise noted on the face of the PO. Acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these terms and conditions. If this PO arises from an Invitation to Quote, Request for Proposals, or any other solicitation, then all provisions of such solicitation (including without limitation all specifications) are incorporated into these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless otherwise provided in writing by the City's Procurement Manager or designee.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
 - a. Handling: No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
 - b. Delivery Date: For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
 - c. Shipping Instructions: Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
 - d. Risk of Loss: Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilation, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
 - e. Free and Clear: Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
 - f. Identification: All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
 - g. Rejection: All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
 - h. Warranties: Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
 - i. Price: If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**

- a. General: Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.
- b. Public Work: If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
- c. Insurance: Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
5. **PAYMENT TERMS/TAXES/CASH DISCOUNT**: Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION**: Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
7. **INDEMNIFICATION**: Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
8. **TERMINATION**: The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
9. **COOPERATIVE PURCHASING**: Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
10. **OTHER**: The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.

Project title: Authorize release of Invitation for Bid #2024-024 Biosolids Loading, Hauling and Land Application

Council Bill # *interoffice use*

Agenda dates requested:

February 28, 2024

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☐ X No ☐

Budget amendment:

Yes ☐ X No ☐

PowerPoint presentation:

Yes ☐ X No ☐

Attachments:

Invitation for Bid

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: 2024 Biosolids Haul and Land Application

Partner/Supplier : TBD

Location: Everett Water Pollution Control Facility (WPCF)

Preceding action:

Fund: Utilities Fund 401

Fiscal summary statement:

The biosolids project will be paid from Fund 401-5-200-112-643-480. The job cost number for this project will be PW3835-2. The budget for the entire 2024 Biosolids Removal and Disposal Program is \$1.8 Million.

Project summary statement:

The City's wastewater treatment plant removes approximately 2,000 dry tons of biosolids from the wastewater lagoons yearly. The biosolids removed in January 2024 must be land-applied. This solicitation will result in a contract award for the land application of biosolids at facilities permitted to receive biosolids as a soil amendment for agronomic use.

Recommendation (exact action requested of Council):

Authorize Release of Invitation for Bid #2024-024 for 2024 Biosolids Haul and Land Application as substantially provided.



PROCUREMENT

EVERETT

WASHINGTON

Invitation for Bid #2024-024

Procurement Professional Point of Contact:

Bert Cueva, CPPB

Buyer

(425) 257-8903

bids@everettwa.gov

BIOSOLIDS LOADING, HAULING & LAND APPLICATION

TIMELINE - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date	February 29, 2024
Deadline for Final Questions	March 28, 2024
Bid Due Date	April 9, 2024, 2:00 p.m. Pacific Time
Anticipated Award	April 2024
Anticipated Contract Start Date.....	May 2024

Submit Sealed Bids to:

City Clerk's Office – Attention: Procurement

2930 Wetmore Ave, Suite 1A

Everett, WA 98201

Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number and contact information listed above. Only bids that arrive in the City Clerk's office by the deadline will be considered.

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.

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 bid.

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

Unauthorized contact regarding this Invitation for Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.

Table of Contents

SECTION 1 - Instructions	4
1.1 BID SUBMITTAL	4
1.2 BID OPENING	4
1.3 OFFER PERIOD.....	4
1.4 REQUEST FOR DUE DATE EXTENSION	4
1.5 WITHDRAWAL OF BIDS	4
1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED	4
1.7 MULTIPLE BIDS.....	4
1.8 EVALUATION AND AWARD	5
1.9 METHOD OF AWARD	5
1.10 BIDDING ERRORS	5
1.11 CANCELLATION	6
1.12 EXCLUDED PARTIES.....	6
1.13 BUSINESS LICENSE.....	6
1.14 BID PROTEST PROCEDURES	6
1.15 NON-ENDORSEMENT	6
1.16 NO CONFIDENTIALITY	6
1.17 RESPONSE PROPERTY OF THE CITY OF EVERETT.....	6
1.18 NO OBLIGATION TO BUY.....	6
1.19 COST OF PREPARING BIDS	7
1.20 CONTRACT TERMINATION	7
1.21 RECYCLE	7
1.22 COOPERATIVE PURCHASING.....	7
SECTION 2 - SPECIFICATIONS	8
2.1 INTENT	8
2.2 BACKGROUND.....	8
2.3 SCOPE OF WORK	8
2.4 TRANSPORTATION	9
2.5 SPILL RESPONSE	9
2.6 PICKUP LOCATION.....	10
2.7 PICKUP SITE HOURS	10
2.8 WEIGHING OF MATERIAL.....	10

2.9	BIOSOLIDS APPLICATION RATE CALCULATION SUBMITTAL & SITE SPECIFIC LAND APPLICATION PLAN.....	11
2.10	CONTRACTOR REGISTRATION.....	11
2.11	PREVAILING WAGE REQUIREMENTS.....	11
2.12	INTENTS & AFFIDAVITS	11
2.13	MULTIPLE AWARD	12
2.14	PAYMENT	12
	SECTION 3 – BID SUBMITTAL REQUIREMENTS	13
3.1	SUBMITTAL REQUIREMENTS	13

SECTION 1 - INSTRUCTIONS

1.1 BID SUBMITTAL

The City Clerk's Office must receive the Supplier's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the supplier.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No supplier may withdraw its bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Bidder as deemed in the best interests of the City.

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

1.2 BID OPENING

At the appointed time, all bids will be opened and read aloud publicly via live streaming or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett WA 98201. The link to view live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

1.3 OFFER PERIOD

All bids submitted shall remain open for ninety (90) days from the receipt date. The City of Everett reserves the right to extend this period.

1.4 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Bid Due Date. Supplier shall 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.

1.5 WITHDRAWAL OF BIDS

Suppliers may withdraw a bid 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 Invitation to Bid cover sheet.

1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The supplier shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

1.7 MULTIPLE BIDS

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

1.8 EVALUATION AND AWARD

The City of Everett will award the Bid to the responsive and responsible Supplier(s) with the lowest offer that best meets the needs of the City, or reject any and all Bids.

- a. Responsive Bidder- 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 Bidder - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.9 METHOD OF AWARD

After bids are received, the City will determine the method of award based on the best interest of the City. The City will choose between two methods:

“All or Nothing”: The City awards all bid items to a single bidder, with the award made to the responsive and responsible bidder with lowest price on the sum of all the bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City may (1) declare the bid non-responsive and not eligible for an “All or Nothing” award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

“Item by Item”: The City awards on an item-by-item basis to one or more bidders, with the award for each item made to the responsive and responsible bidder with the lowest price on that item. The City may award some or all of the bid items, and may elect to not award some bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City will not consider that bidder for award on that bid item.

If a bidder only wants its bid only considered for an “All or Nothing” award (that is, does not want to be considered for an “Item-by-Item” award), then the bidder must check the box for “Consider for “All or Nothing” award only” on the bid form. If a bidder only wants its bid only considered for an “Item-by-Item” award (that is, does not want to be considered for an “All or Nothing” award), then the bidder must check the box for “Consider for “Item by Item” award only” on the bid form. If both boxes are checked or if neither box is checked, then the bid will be considered for both an “All or Nothing” award and an “Item-by-Item” award.

1.10 BIDDING ERRORS

The City of Everett will not be liable for any errors in supplier bids. Suppliers will not be allowed to alter bids after the deadline for bid submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in bids by the City of Everett or the Supplier. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors or omissions contained in their bids.

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the bids a supplier claims an error, and requests to be relieved of award, they will be required to promptly present certified work sheets. The Procurement Professional will review the work sheets and if the Procurement Professional is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the supplier may be relieved of their bid.

1.11 CANCELLATION

The City, at its sole discretion may choose to reject any or all bids, in whole or in part.

1.12 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>.

1.13 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.

1.14 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.

1.15 NON-ENDORSEMENT

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

1.16 NO CONFIDENTIALITY

By submitting a bid, the bidding supplier understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the City. The City will disclose the bid and all such materials to anyone at any time and without notice to the bidding supplier.

1.17 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.

1.18 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Invitation for Bid does not compel the City of Everett to purchase. The City of Everett reserves the right to reject any and all Bids.

1.19 COST OF PREPARING BIDS

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 Invitation for Bid.

1.20 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.

1.21 RECYCLE

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

1.22 COOPERATIVE PURCHASING

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

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

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

SECTION 2 - SPECIFICATIONS

2.1 INTENT

The City of Everett seeks a supplier to provide the hauling and land application of biosolids from the City's Water Pollution Control Facility (WPCF) to approved Washington State Department of Ecology (Ecology) land application sites.

2.2 BACKGROUND

Biosolids are the semi-solid product from treating domestic wastewater. Biosolids provide agricultural nutrients and improve the tilth of the soil. Everett typically dredges the Recirculation Channel every three years and dewater the dredged material to produce a biosolids product around 28% solids and suitable for agronomical land application. The City estimates there to be 6,000 to 9,000 wet tons of biosolids available for loading, hauling, and land application.

Everett's biosolids meet regulatory limits for pollutants (WAC Chapter 173-308-160 Table 3) and is a consistent product with low odor. See Appendix A for the most recent biosolids analytical data for metals and nutrients. The City's biosolids have been designated by Ecology as Class B material and have been previously used for silviculture, land reclamation, compost, and on agricultural land as a soil amendment.

2.3 SCOPE OF WORK

- A. Supplier will load, haul, and land apply biosolids commencing around May 2024. Official start date will be coordinated between City project manager and awarded supplier.

Completion of the project must occur before September 30, 2024, unless a later date is approved by the City Project Manager.

1. Biosolids must be hauled and applied to a Washington State Department of Ecology approved land application site, fully permitted by state and local requirements to accept Class B biosolids.
2. Application must be in accordance with Washington State Department of Ecology Site Specific Land application plan or Beneficial Use Facility Plan (BUF), and any conditions required by the local health district.
3. Management and application of biosolids must be managed in accordance with following Requirements:
 - a. WAC 173-308 Biosolids Management.
 - b. Required Department of Ecology approval and permits including coverage under the General Permit for Biosolids and an Ecology approved General Land Application Plan (GLAP) or Site-Specific Land Application Plan (SSLAP).
 - c. Washington Ecology Biosolids Management Guidelines.
 - d. Applicable Federal, State, local laws; including complying with 40 CFR 503 and with local county codes.
4. Supplier is responsible to provide necessary equipment, materials, and personnel.
 - a. Supplier must provide a loader for biosolids at WPCF.
 - b. There are no restrictions for loader size at WPCF.

- B. Biosolids are considered Class B – non-exceptional quality biosolids per WAC 173-308.

1. Bulk density of biosolids are approximately 1500 lbs. per cubic yard.
 2. Total solids are approximately 35%. Free liquids not usually present.
 3. Latest sampling results of metal data provided as supplemental attachment in Appendix A.
 4. Representative nutrients sampling data is provided in Appendix A for estimating application agronomic rates. The official nutrients sampling data for the SSLAP will be provided to winning bidder after bid opening.
- C. Land application must be consistent with the SSLAP, agronomic rates, and compliance per WAC 173-30

2.4 TRANSPORTATION

- A. Equipment:
1. There is no truck size or loading capacity restrictions for access to WPCF.
 2. All loads must be covered, and all truck beds must be sealed to prevent escape of solids or liquids.
 3. All trucks transporting biosolids must carry copy of *City of Everett Biosolids Program Spill Prevention & Response Plan*. See Appendix B. All drivers must be trained and able to implement the emergency response outlined in the referenced handbook.
 4. Trucks must be cleaned prior to leaving WPCF.
 - a. Water will be available to wash prior to off-site transportation.
- B. City of Everett will provide certified scale for supplier to weigh biosolids hauled for the duration of the project.
- C. Contractor must haul biosolids by the most direct route to minimize potential public exposure.
- D. The awarded contractor **must** contact Everett Traffic Engineering Department or Snohomish County Public Works Department, or any other applicable agencies to ensure haul routes are not subject to constraints.
- E. Supplier should be aware of road construction and repair projects along their proposed hauling route.
1. SR 529 Snohomish River and Steamboat Slough Bridge Rehab:
<https://wsdot.wa.gov/construction-planning/search-projects/sr-529-snohomish-river-steamboat-slough-bridge-repair-rehab-paint>

2.5 SPILL RESPONSE

- A. The Contractor:
1. Will be responsible for any biosolid spills at any point during the transportation.
 2. Must take immediate action to contain the spill and:
 - a. Prevent public contact,
 - b. Divert traffic to prevent motorist from driving through spill,
 - c. Remove and complete transportation of biosolids to application site,

- d. Will arrange for emergency response as necessary.
 3. Contact the City Project Manager as soon as possible to inform them about the spill.
 4. Must remain at spill site until cleanup is completed to the approval of local jurisdictions and City project manager.
 5. Will refer to Appendix B, City of Everett Biosolids Program Spill Prevention & Response Plan, for a complete response procedure.
- B. City Project Manager:
1. Will ensure the contractor provides an adequate response throughout the duration of any spillage incident in accordance with the City of Everett Biosolids Program Spill Prevention & Response Plan found in Appendix B.

2.6 PICKUP LOCATION

Water Pollution Control Facility (WPCF)
4027 4th Street SE
Everett, WA 98201

See Appendix C for directions to WPCF and location of Biosolids Pad at WPCF.

2.7 PICKUP SITE HOURS

- A. The Supplier will be given access to the WPCF biosolids pad.
- B. Biosolids Pad access will be available from 6:00 am to 10:00 pm. Available seven (7) days per week.
 1. Per Everett Municipal Code (EMC) 20.08, excessive noise is limited to the following times.
 - a. 7:00 a.m. to 10:00 p.m. on weekdays.
 - b. 8:00 a.m. to 6:00 p.m. on weekends and state recognized holidays.
- C. Provide a work schedule seven (7) days in advance for approval by City's project manager.
- D. Supplier must coordinate all activities with Project Manager to ensure operations do not conflict with other projects at the WPCF.
- E. Supplier must notify Project Manager twenty-four (24) hours in advance of any requirements to relocate equipment to perform requirements of specifications.

2.8 WEIGHING OF MATERIAL

- A. The City of Everett will provide a certified scale to supplier to weigh biosolids prior to departure from WPCF.
 1. Biosolids will be weighed by wet tons.
 2. Wet tons are determined by gross weight of a loaded truck less the tare weight.
- B. Daily, the supplier must provide the City of Everett a receipt of the net weight of biosolids hauled.
 1. Receipts provided must include;
 - a. Truck identification number

- b. Date, time, and net weight per truckload

2.9 BIOSOLIDS APPLICATION RATE CALCULATION SUBMITTAL & SITE-SPECIFIC LAND APPLICATION PLAN

All suppliers must submit a draft application rate calculation worksheet. A draft application worksheet can be found in Appendix D.

- A. Application rate worksheets may be submitted with bids or **must be submitted no later than the end of the next business day following bid opening for the bid to be considered responsive.**
 1. Worksheets must be submitted for the proposed site location(s) listed in the bid. Calculations will be based off the representative data provided in Appendix A.
 2. **The final nutrients data set will be provided after bid opening. A sample rate calculation worksheet is provided in Appendix D.**
- B. To be considered for award, the Site-Specific Land Application Plan must be submitted by the end of the next business day following the bid opening to the Procurement Professional listed on the coversheet.

2.10 CONTRACTOR REGISTRATION

The City of Everett is prohibited from executing a contract with a Contractor who is not registered or licensed as required by state law.

2.11 PREVAILING WAGE REQUIREMENTS

This Request for Quotation includes work that is subject to prevailing wages as required by RCW 39.12 and RCW 49.28 (Hours of Labor) as amended or supplemented.

- The wage rates to be paid to all laborers, workers, and mechanics that perform loading, hauling, and unloading of biosolids as a part of this Contract shall not be less than the prevailing wage rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers, and mechanics whether they are employed by the Supplier, Sub-suppliers, Sub-sub-suppliers, or any other person who performs a portion of the Work completed by this Contract.
- The State of Washington prevailing wage rates applicable for this solicitation, which is located in Snohomish County, may be found at the following website address for the Department of Labor & Industries: <https://fortress.wa.gov/lni/wagelookup/>

In referencing such rates, the City of Everett does not imply or warrant that the Supplier will find labor available at those rates. It is the Supplier's sole responsibility to determine the wage rates actually paid.

2.12 INTENTS & AFFIDAVITS

Upon receipt of the required documents, the awarded supplier will receive a purchase order which will serve as the contract. Purchase order number and department or requester full name **must** be on all invoices.

At the start of every contract period, the contractor (and any subcontractors if applicable) must file a Statement of Intent to Pay Prevailing Wages with the Industrial Statistician of the Department of Labor and Industrial Services (DLIS). The Department of Labor and Industries charges a fee for such approval

and certification, which shall be paid by the Contractor. Any change in the fee will not be grounds for revision of the Contract Sum.

No payment will be made on this contract until the contractor has submitted a "Statement of Intent to Pay Prevailing Wages" that has been approved by the Department of Labor and Industries. At the end of each contract year, the supplier shall submit an "Affidavit of Wages Paid" that has been approved by the Department of Labor and Industries. The City of Everett may hold payments until the contractor (and each and every subcontractor if applicable) has submitted an "Affidavit of Wages Paid" and a new "Statement of Intent to Pay Prevailing Wages" that has been approved by the Department of Labor and Industries for the new contract year. With each invoice, the Contractor will attach or write a statement that wages paid were in compliance with applicable Prevailing Wage rates.

2.13 MULTIPLE AWARD

The City of Everett may enter into contracts with multiple suppliers with the intention that Class B biosolids would be made available to suppliers in the order of the rate per wet ton rates submitted, starting with the lowest quoted rate. Accordingly, the City may adjust the total available wet tons of Class B biosolids available to be delivered to each application site. If necessary, considering the agronomic rate(s), the City may adjust the total available wet tons of Class B biosolids made available to the supplier.

2.14 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 – BID SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a bid which must demonstrate an understanding of the bid requirements as stated throughout this Invitation for Bid.

Bids in response to this IFB must be submitted in the order specified below. Bids must include:

- 1. Form 3.01 – Supplier Commitment and Information**
- 2. Form 3.02 – Price Sheet**
- 3. Form 3.03 – Certificate of Non-Debarment/Suspension**

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

URGENT – SEALED BID ENCLOSED		
Do Not Delay – Deliver Immediately		
U R G E N T		City Clerk's Office
		Attention: Procurement
		2930 Wetmore Ave, Suite 1A
		Everett, WA 98201
	IFB Number:	2024-024
	IFB Title:	Biosolids Loading, Hauling, & Land Application
	Procurement Professional:	Bert Cueva
	Supplier:	
U R G E N T		

FORM 3.01 SUPPLIER COMMITMENT AND INFORMATION

INVITATION FOR BID #2024-024 BIOSOLIDS LOADING, HAULING, & LAND APPLICATION

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, shall be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Bid and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Bid and that those questions have been answered.
- That this Bid response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid 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 3.02 PRICE SHEET

INVITATION FOR BID #2024-024 BIOSOLIDS LOADING, HAULING, & LAND APPLICATION

Supplier Name:

Complete the price sheet per the following instructions:

1. Complete the location and number of acres where the biosolids will be applied.
2. Provide the rate per wet ton to load, haul, and apply Class B biosolids.
3. Provide the maximum tons that you will accept, load, haul, and apply.
4. Multiply the rate per wet ton by the maximum accepted wet tons.
5. Provide the earliest start date that you are available to begin hauling.
6. If bidding multiple application locations, complete a description line for each location that the biosolids will be applied at.
7. Submit the draft biosolids application rate calculation by the end of the next business day following bid opening, per section 2.9.
8. The SSLAP must be submitted by the end of the next business day following the bid opening.
9. Award and Notice to Proceed will be provided through the issuance of a purchase order.

If there is a conflict between the unit price and the extended price, the unit price shall govern. Award will be made per line, in the order of the bid rates submitted, starting with the lowest bid rate.

#	Description	Rate Per Wet Ton	Maximum Wet Tons- Accepted	Extended Price
A	Rate per wet tons to load and haul Class B Biosolids Site Location: _____ Number of Acres Solids Will be Applied to: _____	\$	Wet Tons	\$
B	Rate per wet tons to load and haul Class B Biosolids Site Location: _____ Number of Acres Solids Will be Applied to: _____	\$	Wet Tons	\$

C	Rate per wet tons to load and haul Class B Biosolids			
	Site Location: Number of Acres Solids Will be Applied to: 	\$	Wet Tons	\$
				Total \$
5. Earliest Start Date:				
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs? Yes <input type="radio"/> No <input type="radio"/>				

State the number of calendar days needed to complete work per specifications after receipt of the purchase order:

FORM 3.03 CERTIFICATE OF NON-DEBARMENT/SUSPENSION

INVITATION FOR BID #2024-024

BIOSOLIDS LOADING, HAULING, & LAND APPLICATION

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 QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION 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

SECTION 4 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

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).

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

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

Lower Tier Participant: see “Supplier”.

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

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

Prime Contractor: see “Supplier”.

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

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

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

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

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

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

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

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WPCF: Water Pollution Control Facility located in the city of Everett, Washington.

CITY OF EVERETT
STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these terms and conditions unless otherwise noted on the face of the PO. Acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these terms and conditions. If this PO arises from an Invitation to Quote, Request for Proposals, or any other solicitation, then all provisions of such solicitation (including without limitation all specifications) are incorporated into these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless otherwise provided in writing by the City's Procurement Manager or designee.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
 - a. Handling: No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
 - b. Delivery Date: For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
 - c. Shipping Instructions: Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
 - d. Risk of Loss: Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilation, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
 - e. Free and Clear: Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
 - f. Identification: All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
 - g. Rejection: All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
 - h. Warranties: Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
 - i. Price: If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**

- a. General: Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.
- b. Public Work: If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
- c. Insurance: Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
5. **PAYMENT TERMS/TAXES/CASH DISCOUNT**: Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION**: Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
7. **INDEMNIFICATION**: Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
8. **TERMINATION**: The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
9. **COOPERATIVE PURCHASING**: Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
10. **OTHER**: The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.

Project title: Authorize the Mayor to sign the Interlocal agreement with Washington State Library to participate in Library Technology Program (LIBTECH)

Council Bill # *interoffice use*

Agenda dates requested:

February 28, 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 Washington State Library

Department(s) involved:

Library, IT

Contact person:

Abigail Cooley

Phone number:

425-257-8022

Email:

acooley@everettwa.gov

Initialed by:

AWC

Department head

Administration

Council President

Project: Interlocal agreement with Washington State Library

Partner/Supplier: Library Technology Program (LIBTECH)

Location: NA

Preceding action: None

Fund: 110 – Library, 505 - IT

Fiscal summary statement:

Washington State Library (WSL) has leveraged state-wide purchasing power with multiple state and federal funding sources, including the FCC'S Universal Service Fund E-rate program and funds provided by the Institute for Museum and Library Services pursuant to the Library Services and Technology Act (LSTA) and the American Rescue Plan Act. WSL passes these significant savings off market prices to libraries in the LIBTECH Program and is responsible for all Program contracting and fund administration. WSL charges participating libraries for their discounted share of the costs on a quarterly basis. IT's annual share of costs for equipment service will be \$7,000. The Library's annual share of costs for internet service will be \$4,057.

Project summary statement:

Access to high-speed internet has become a basic service required for participation in many aspects of society, including but not limited to accessing employment, social services, and education. Over the past decade, we have seen a significant increase in the Digital Divide where people with less financial resources or who live in economically disadvantaged areas are being left behind. Given the high costs of internet for individuals, libraries have become an essential link for many patrons to gain access to these services. Since libraries are considered Community Anchor institutions for internet infrastructure, when they bring robust high-speed internet services to their branches, not only can their patrons engage in today's digital world, but their entire community can benefit from reduced internet costs with the infrastructure that was built out to their area. The LIBTECH Program provides Enterprise grade technology services to public libraries in Washington State for planning, procuring, managing, maintaining, and troubleshooting for internet access, network service, and technology equipment at a fraction of the normal cost.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal agreement with Washington State Library.

WASHINGTON STATE LIBRARY LIBRARY TECHNOLOGY PROGRAM (LIBTECH)

Contents

PROGRAM DEVELOPMENT & OPERATION SUMMARY

LIBTECH PARTICIPATION AGREEMENT

Attachment A- Library's Service & Annual Share of Costs

Attachment B- Quality & Security Standards

Attachment C-Letter of Agency

Attachment D- FCC 479 Form

Attachment E- LSTA General Terms, Conditions & Assurances

LIBTECH PROGRAM DEVELOPMENT & OPERATION

In this digital age, access to high-speed internet has become a basic service required for participation in many aspects of society, including but not limited to accessing employment, social services, and education. Over the past decade, we have seen a significant increase in the Digital Divide where people with less financial resources or who live in economically disadvantaged or remote areas without the necessary broadband infrastructure are being left behind. Given the high costs of internet for individuals, libraries have become an essential link for many patrons to gain access to these services. Many libraries are also challenged by their own financial constraints and by the lack of internet infrastructure in more remote areas. Since libraries are considered Community Anchor institutions for internet infrastructure, when they bring robust high-speed internet services to their branches, not only can their patrons engage in today's digital world, but their entire community can benefit from reduced internet costs with the infrastructure that was built out to their area.

In response to this need, the Washington State Library (WSL) developed the LibTech Program (LibTech or the Program). LibTech provides Enterprise grade technology services to public libraries in our State for planning, procuring, managing, maintaining, and troubleshooting for internet access, network service, and technology equipment at a fraction of the normal cost. To achieve this, WSL has leveraged state-wide purchasing power with multiple state and federal funding sources, including the FCC'S Universal Service Fund E-rate program and funds provided by the Institute for Museum and Library Services pursuant to the Library Services and Technology Act (LSTA) and the American Rescue Plan Act. WSL passes these significant savings off market prices to libraries in the Program and is responsible for all Program contracting and fund administration. WSL simply charges participating libraries for their discounted share of the costs on a quarterly basis.

WSL conducted a competitive bidding process to procure the technology services and Lumen, an internet and managed equipment service provider, was awarded the initial contracts for these services. The contracts provide for a 5-year term, from July 1, 2023, through June 30, 2028, with the option to extend for one additional year, through June 30, 2029. WSL is committed to continuing to provide these services after the contract with the current service provider expires, either by continuing to contract for the services with a provider, or by developing a networking operations center at WSL.

The internet access available to LibTech participants is for a minimum of 1G speed with the highest Enterprise level of reliability and service. The managed network services include equipment (routers with technology protections measures, switches, indoor and outdoor access points, and UPS units), installation, licensing, maintenance, and support.

WSL pays the provider for the internet and managed equipment service utilized by each LibTech participant, and then invoices the libraries quarterly for their share, which is significantly less than the actual cost to obtain and implement these services because WSL: (1) utilizes favorably negotiated statewide contracts to procure the services; (2) has secured and continues to pursue other available funding sources to lower costs; (3) has committed and will continue to provide its own resources and other contracted resources to administer the Program; (4) subsidizes with its own funds certain administrative costs and expenses; and (5) provides additional subsidies where libraries have a demonstrable financial

need. The funding provided to subsidize the cost of services to LibTech participants will continue for the duration of the contract period with the service provider, including any extension period. The participation agreements that libraries sign to join the Program will run through the term of the WSL provider contracts.

Libraries may join the Program at any time, subject to certain limitations and restrictions that may exist in the provider contracts or because of funding source requirements. For instance, LibTech internet access and managed services commencement is coordinated with the E-rate program year funding cycles that begin on July 1st of each year. Accordingly, libraries desiring to participate in the Program will need to engage WSL to plan and coordinate well ahead of July 1st of the applicable start year to ensure that E-rate program application and filing deadlines can be met.

WSL works with each library to evaluate its technology and financial needs and determine the Program services. Once the library has signed the LibTech participation agreement and the necessary equipment has been installed, services may commence. WSL helps libraries through completion of each of these steps and will be the first point of contact for any service issues that might arise during the contract period.

WSL is committed to the success and growth of the Program. It is continuing to pursue and develop additional funding sources for LibTech and is working to add more internal resources at WSL, with the goal of expanding the Program to include more services and more participants. WSL will advocate for libraries with the State Legislature to expand the Program and ensure its long-term viability beyond 2028.

LIBTECH PARTICIPATION AGREEMENT

This **LIBTECH PARTICIPATION AGREEMENT** (this “Agreement”) is made and entered into by and between the **State of Washington Office of the Secretary of State, Washington State Library Division** (“WSL”), and Everett Public Library (“Library”). WSL and Library are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” This Agreement is entered into pursuant to RCW 39.34.130, the Interlocal Agreement Act.

1. **PURPOSE.** WSL developed and administers the Library Technology Program (referred to herein as “LIBTECH” or the “Program”) to make high-speed internet and broadband equipment services and support available to public libraries in the state of Washington at a significantly reduced cost. Participating libraries must enter into a participation agreement with WSL that sets forth the terms and conditions of their participation in LIBTECH. This Agreement describes the understandings of the Parties with regard to Library’s participation in the Program.

2. **TERM.** This Agreement will be effective as of the date of its execution by the Parties and will continue through June 30, 2028 (the “Initial Term”), unless earlier terminated or extended in accordance with the terms of this Agreement. This Agreement may be extended beyond the Initial Term by mutual written agreement signed by the Parties.

3. **PROGRAM MANAGEMENT.** The Program Manager listed below for each of the Parties shall be responsible for and shall be the primary contact person for all communications regarding the performance of this Agreement. The WSL Program Manager shall be responsible for the overall administration of the Program, including monitoring performance under this Agreement, approving Library requests, and accepting required documentation from Library.

WSL Program Manager:

Name: Cody Hanson
Title: IT Strategist
Address: Washington State Library
PO Box 42460
Olympia, WA 98504-2460
Phone: (360) 570-5588
Fax: (360) 586-7575
Email: cody.hanson@sos.wa.gov

Library Program Manager:

Name: Abby Cooley
 Title: Director
 Address: 2702 Hoyt Ave
 Everett, WA 98201
 Phone: 425-257-8022
 Email: acooley@everettwa.gov

Each Party will promptly notify the other Party of any change in the identity of their respective Program Manager or their contact information.

4. **SERVICES PROVIDED TO LIBRARY.** The internet access available to Library as a LIBTECH participant is a minimum of 1G speed with the highest Enterprise level of reliability and service. The Program's managed network services include equipment, installation, licensing, maintenance, and support. Library and WSL have evaluated Library's technology needs and Library agrees that it will receive the Program services detailed in Attachment A – Library's Service & Annual Share of Costs (referred to hereinafter as the "Service").

5. **LIBRARY'S OBLIGATION TO PAY SHARE OF COSTS.** Library and WSL have evaluated Library's financial needs and Library agrees that it is obligated to, and will pay WSL when due, without deduction of any nature other than as may be provided by WSL pursuant to this Agreement, Library's share of costs for the Service as set forth in Attachment A – Library's Service & Annual Share of Costs as "Library's Annual Share."

6. **BILLING.** WSL will invoice Library each quarter for one-fourth (1/4) of Library's annual share of costs after applying all applicable Program subsidies, as reflected in the amounts set forth in Attachment A – Library's Service & Annual Share of Costs as "Library's Annual Share." Within thirty (30) calendar days of receipt of invoice from WSL, Library will make payment of the amount due by warrant or account transfer to WSL. Upon expiration of this Agreement, any claim for reimbursement not already made will be submitted within thirty (30) calendar days after the expiration date or the end of the fiscal year.

7. **WSL's PROGRAM RESPONSIBILITIES.** WSL will administer the Program for Library and other LIBTECH participants in accordance with the terms and conditions of this Agreement, such administration to include:

A. Researching and Procuring Technology Products and Services. WSL will research and select standardized technology products and services that are best suited to meet participating libraries' needs.

B. Managing Outside Vendors, Vendor Contracts, Billing and Payment. WSL will manage its relationship and contracts with Vendor, and will use its best efforts to ensure that Vendor delivers the Service at the Enterprise level quality standards for such Service set forth in WSL's contracts with Vendor, which are detailed in Attachment B – Quality & Security Standards. If other or additional direct vendors are needed for the provision of the Service, WSL will also be responsible for managing those vendor relationships and contracts. WSL will manage all billing and payment matters with Vendor and other outside vendors, if any, including reviewing invoices and verifying charges for Service to LIBTECH participants, resolving billing questions, and making payment for Service.

C. Securing Funding Sources. WSL will work to secure funding for LIBTECH to subsidize the cost of the Service to Library and other LIBTECH participants, including researching federal, state and other funding sources, completing and filing required applications and forms, obtaining and coordinating the submission of required forms, certifications and other information and records from Library and other LIBTECH participants, and otherwise ensuring compliance with the specific requirements of each funding source. Current funding for LIBTECH derives from the Federal Communications Commission's Universal Service Fund "E-rate" program, and through the Institute of Museum & Library Services ("IMLS") pursuant to the Library Services and Technology Act ("LSTA"). Funding was also provided by IMLS under the American Rescue Plan Act ("ARPA").

D. Serving as Primary Resource to Library in Planning, Implementation, Assistance with Service Issues and Changes to Service.

i. Evaluating Library Requirements and Needs. WSL will work with Library to evaluate its technology requirements and plan for implementation of the Service. WSL IT staff will be the primary point of contact for Library in planning how the Service will be implemented and if there are any issues with the Service. WSL will work with Library to evaluate Library's financial needs and determine whether additional subsidies are needed for Library's participation in the Program. WSL will also consider whether additional subsidies may be appropriate in other circumstances having a potential financial impact on Library and other LIBTECH participants, such as delays or complications encountered in Service installation, costs incurred in transitioning internet service from an existing vendor, or other circumstances presenting issues that could not be anticipated or planned for, or involving factors beyond Library's ability to manage or control. WSL will make such decisions based on Library's financial needs and other criteria relevant to a determination of the need for such assistance.

ii. Assisting with Installation of Service and Coordinating with Vendor, Library IT Personnel. WSL will coordinate with Vendor and supervise and/or participate in the installation of equipment needed for Library's Service. WSL will ensure that Library's IT staff and/or consultant(s), if any, have necessary access to equipment. WSL will not be responsible or liable for financial or other consequences resulting from delays in installation caused by Library (e.g., such as changes in scheduling after the installation date has been set); *provided, however*, that WSL will not invoice Library for the Service until the equipment is installed and the Service has commenced, and will prorate Library's share of costs based on the number of days in the Program year after July 1st that Library was without the Service.

iii. Providing Technical Services. WSL will provide technical services to Library and other LIBTECH participants to assist with determining the source and expediting resolution of any Service issues. WSL will either directly resolve the issue or work with Vendor to obtain resolution, as appropriate based on the nature of the problem and where, when, why and/or how it originated.

iv. Coordinating Ancillary Services and Implementing Changes in Service. WSL will work with Library to evaluate and implement any Moves/Add/Changes/Deletes ("MACD") to the Service, including any ancillary systems and services Library desires to employ (e.g., security cameras, door badging, phone services, and/or software applications) to ensure that all systems coordinate and function properly. WSL will not be responsible or liable for any technological, financial or other consequences that may result from Library's failure to work with WSL in evaluating any proposed MACD prior to its implementation, or its failure to meet performance requirements or specifications stipulated by WSL for the proper functioning and optimal performance of the Service.

E. Tracking Library Expenses and Invoicing. WSL will track Library's expenses and invoice Library on a quarterly basis for Library's share of costs after applying all applicable Program subsidies.

F. Communicating Awareness of and Assisting with Library's Compliance with Applicable Laws, Regulations, and Policies. WSL will actively communicate to Library and other LIBTECH participants any compliance requirements LIBTECH participants may be subject to and any policies they may be required to observe, as LIBTECH participants and beneficiaries of funding subsidies from federal, state, and/or other sources, that WSL is or becomes aware of during the term of this Agreement. WSL will work with LIBTECH participants to achieve and maintain compliance with such requirements and policies.

G. CIPA Compliance. All recipients of E-rate funding are required to comply with the Children's Internet Protection Act ("CIPA"). WSL will provide Library with a router that includes a technology protection measure as required by CIPA. WSL will maintain the required

documentation proving the activation of the technology protection measure for the required 10-year period for E-rate compliance.

H. Ongoing Commitment to Program Success and Expansion. WSL will plan and work to maintain Program funding and services, and will continuously seek ways to expand technology and funding opportunities for all public libraries in the State of Washington.

8. LIBRARY'S PROGRAM RESPONSIBILITIES.

A. Providing Accurate and Complete Information. Library has provided and will provide WSL with information regarding its computer and network environment, physical facilities, staffing, programming, finances, and other requested information to assist in an assessment of Library's needs as a LIBTECH participant, facilitate delivery of the Service, and establish the amount of Library's share of costs. Library represents and warrants that the information it has provided to WSL is accurate and complete for such purposes, and Library will promptly inform WSL of any changes to the information previously provided to WSL, or any new information not previously disclosed, that may potentially impact the Service, Library's financial needs or its ability to meet its cost sharing obligation. Library will work with WSL and Vendor to coordinate appropriate roles, access and levels of service provided by Library IT staff and/or consultants, if any, and other outside vendors. WSL will not be responsible or liable for charges to Library or other consequences involving circumstances or information known to but not disclosed by Library to WSL, such as outages of existing services that weren't properly configured for the new environment, or the costs of deploying additional hardware or software to make the environment work.

B. Accepting Delivery of Service, Changes and Performance Requirements. Library acknowledges that proper functioning and optimal performance of the Service requires compatible managed equipment and internet service, with well-matched capabilities. Library agrees that WSL may, at any time and from time to time during the term of this Agreement, establish certain performance requirements and/or specifications for internet service and equipment comprising the Service, and that Library will be responsible for paying, and will pay to WSL, its share of the associated cost after Program subsidies are applied. Library has consulted with WSL to evaluate its needs and select the equipment and internet service best suited to Library. Library accepts and agrees that the managed equipment and service identified on Attachment A- Library's Service & Annual Share of Costs as Library's Service shall be the Service Library receives under the Program.

Library's Service is subject to change, after consultation with WSL, by mutual written agreement signed by Library and WSL. In the event of such amendment, an updated Attachment A- Library's Service & Annual Share of Costs will be attached to this Agreement and effective as of the date set forth in the amendment for the change of Service. If, at any time during the term of the

Agreement, any component of the Service should, in WSL's reasonable judgment, require upgrade or replacement due to defect, incompatibility with other components of the Service, technological advancement, discontinuing support, pricing or other considerations, Library agrees to accept WSL's identified replacement or upgrade as part of the Service and Library will be responsible for paying, and shall pay to WSL, Library's share of the additional cost, if any, associated with the upgrade or replacement, after application of Program subsidies. In the event that Library does not accept such replacement or upgrade, WSL shall have the right to terminate this Agreement and, at WSL's option, require Library to return all equipment provided in connection with the Service to WSL or the service provider.

C. Providing Timely Payment of Cost Sharing Obligation. Library agrees to pay to WSL when due the amounts shown as "Library's Share" on Attachment A – Library's Service & Annual Share of Costs.

D. Ongoing Commitment to Service. Library acknowledges that once the Service has been ordered, it is committed through June 30, 2028, with a possible one-year extension through June 30, 2029. Library is responsible and liable for its share of costs for the Service for the duration of this Agreement (including any mutually agreed-upon extension of this Agreement).

E. Timely Completing and Submitting Required Compliance Documentation.

i. **E-rate Program Funding.** A portion of the funds used to deliver and maintain the Service under the Program is currently derived from the FCC's Universal Service Fund "E-rate" program.

a. Library will complete and submit to WSL the required E-Rate Letter of Agency ("LOA") and the FCC 479 form respectively attached hereto as Attachment C – Letter of Agency and Attachment D – FCC 479 Form and incorporated herein by this reference. Under E-rate program rules, the LOA and the FCC 479 form will require updated signatures periodically, which Library will provide to WSL upon request.

b. If Library is joining the Program after WSL has already competitively solicited bids and selected a vendor, Library hereby acknowledges and accepts the WSL vendor selection.

c. Library is ultimately responsible and liable for ensuring that its Internet Use Policies are compliant with the Children's Internet Protection Act ("CIPA"). Proof of compliance may be requested in the event of an audit.

d. In the event that additional forms, documentation or assurances are required to comply with E-rate program rules in the future, Library agrees to complete and provide such additional forms and information, as appropriate.

ii. **IMLS Funding.** Funding for LIBTECH has also been secured through IMLS under the LSTA and the ARPA. Library will comply with the terms and conditions attached hereto as Attachment E – LSTA General Terms, Conditions & Assurances and incorporated herein by this reference, and provide such certifications as may be required from time to time under such authority.

iii. **Other Funding Sources.** In the event that new or additional funding sources are identified and utilized to subsidize Program and/or Service costs, Library agrees to work with WSL in meeting any documentation, information or other requirements for those funding sources and/or programs.

F. Compliance with Use of Service Policies. Library agrees to comply with any and all use of service policies applicable to the Service that are communicated to Library by WSL, including those of any vendor providing Service under the Program, any funding source, and any such policies adopted by WSL for the Program after consultation with Library and other LIBTECH participants. Library's resale or lease of bandwidth, electronics, or other equipment provided under the Program to private entities or individuals for commercial or personal purposes is prohibited, and will result in termination of this Agreement and the Service.

G. Providing Feedback on Program. Library will provide WSL with feedback on the Program to assist WSL in improving the effectiveness, scope and reach of the Program.

9. **AUTHORITY.** Library represents and warrants to WSL as of the Effective Date (as hereinafter defined) that the execution, delivery and performance of this Agreement by Library: (i) is within its powers, is not in contravention of law, and has been duly authorized by all appropriate action; (ii) will neither conflict with, nor result in any breach or contravention of any agreement or understanding to which it is a party or by which it is bound; (iii) will not violate any statute, law, rule or regulation of any governmental authority to which it is subject; and (iv) will not violate any judgment, decree, writ or injunction of any court or governmental authority to which it may be subject.

10. **RECORDS.** Each Party to this Agreement shall maintain books, records, documents, and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of this Agreement (collectively, the "Records") and provides proof of compliance with applicable laws, rules, regulations and policies. The Records must be retained for ten (10) years after each year of Service provided, and the Office of the State Auditor, federal officials so authorized by law, and any persons duly authorized by the Parties shall have full access and the right to review, examine or audit any of the Records during this period. Any Records furnished by one Party to the other, in any medium, will remain the property of the furnishing Party, unless otherwise agreed in writing. The receiving Party will not disclose or make the

Records available to any third party or parties without first giving notice to the furnishing Party and giving a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that the Records provided by the other Party are not erroneously disclosed to any third party or parties.

11. **COPYRIGHT.** WSL shall be the copyright owner for all purposes under Title 17 U.S.C. of all data which originates from this Agreement. Data shall include, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12. **AMENDMENTS.** This Agreement may be amended by mutual agreement of the Parties. Any such amendment shall not be binding unless it is in writing and signed by personnel duly authorized to bind each of the Parties.

13. **INDEPENDENT CAPACITY.** The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of each Party and shall not be considered for any purpose to be employees or agents of the other Party. Library shall not enter into any contract or obligation on behalf of or in the name of WSL, nor shall Library represent that it has authority to act on behalf of or in the name of WSL.

14. **NONDISCRIMINATION.** Each Party shall comply with all federal and state nondiscrimination laws, regulations, and policies.

15. **SAVINGS.** The Parties acknowledge that the ongoing provision of the Service at the cost provided for in this Agreement is dependent upon funding from state and federal sources that may cease to be available at a future date. In the event that funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date (as hereinafter defined) and prior to completion of the Service period under this Agreement, WSL may terminate this Agreement under the Termination for Convenience clause, without a thirty (30)-calendar day prior written notice requirement, subject to renegotiation under the new funding limitations and conditions. In the event of reduced funding, Library may be subject to a proportional reduction in its subsidy, up to but not exceeding the percentage of reduction in overall funding to WSL for the Program.

16. **TERMINATION.** Either Party may terminate this Agreement upon one-hundred-eighty (180)-calendar days' prior written notice to the other Party. Library is responsible for its net financial obligation identified in Attachment A- Library's Service & Annual Share of Costs as "Library's Annual Share" until the end of this period. If Library chooses to terminate the Service or this Agreement prior to its expiration (including any applicable extension period), Library will be responsible for the full cost of early termination charges assessed by Vendor, as WSL is unable

to apply subsidies or other funding to charges related to early terminations. Upon termination of this Agreement, WSL, in addition to any other rights provided in this Agreement, may require Library to deliver to WSL or to Vendor any equipment or other property furnished in connection with the Service under this Agreement.

17. **TERMINATION FOR CONVENIENCE.** WSL may terminate this Agreement upon thirty (30) calendar days' prior written notice to Library. If this Agreement is so terminated, WSL shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

18. **TERMINATION FOR CAUSE.** If, for any reason, either Party does not fulfill its obligations in a timely and proper manner under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party may give the other Party written notice of such failure or violation, and the other Party will have the opportunity to correct the violation or failure within fifteen (15) business days. If such failure or violation is not corrected within the fifteen (15)-business day time period, this Agreement may be terminated immediately by the aggrieved Party upon written notice to the other Party.

19. **DISPUTES.** If a dispute arises between the Parties that cannot be resolved by the Parties themselves through direct communication, discussion and negotiation, either Party may request a dispute hearing with the Office of the Secretary of State (referred to hereinafter as "Agent").

The request for a dispute hearing must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the Parties;
- state the requesting Party's name, address, and Agreement number; and
- be mailed to the Agent and the respondent Party's Program Manager within three (3) business days after the Parties determine that they cannot resolve the dispute

The respondent Party shall send a written answer to the requesting Party's statement to both the Agent and the requesting Party within fifteen (15) business days. The Agent shall review the written statements and reply in writing to both Parties within ten (10) business days. The Agent may extend this period if necessary, by notifying the Parties. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Agreement shall be construed to limit the Parties' choice of a mutually acceptable Alternative Dispute Resolution method in addition to the dispute resolution procedure outlined above.

20. **GOVERNING LAW AND VENUE.** This Agreement and all rights and obligations of the Parties hereto shall be subject to and governed by the laws of the state of Washington and

applicable federal laws, including the LSTA and its implementing regulations (45 CFR Part 1183), and Section 254 of the Telecommunications Act of 1996 and its accompanying regulations for the E-rate program. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. **ORDER OF PRECEDENCE.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, regulation or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and Washington state statutes and regulations
- The terms and conditions of this Agreement, including Attachment A – Library’s Service & Annual Share of Costs
- All other provisions, terms, or material incorporated by reference into this Agreement

22. **ASSIGNMENT.** This Agreement, the rights and obligations of Library, and any claim(s) of Library arising hereunder, are not assignable or delegable by Library in whole or in part, without the express prior written consent of WSL, which consent shall not be unreasonably withheld.

23. **WAIVER.** A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in a writing signed by an authorized representative of the Party and attached to this Agreement.

24. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

25. **ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

26. **BINDING AGREEMENT.** Upon execution of this Agreement by the Parties, this Agreement will constitute the valid and legally binding obligations of Library and WSL, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth opposite the signatures of their duly authorized representatives below, to be effective as of the date of the last signature below (the “Effective Date”).

LIBRARY:

EVERETT PUBLIC LIBRARY

(Signature)

Date

Name: Cassie Franklin

Title: Mayor

WSL:

OFFICE OF THE SECRETARY OF STATE

Randy Bolerjack,
Deputy Secretary of State

Date

ATTACHMENT A**LIBRARY'S SERVICE & ANNUAL SHARE OF COSTS****Enterprise Level Managed Equipment Service:**

Managed equipment service includes equipment, installation, licensing, maintenance, monitoring and troubleshooting for the products and quantities listed below. The costs to WSL were established in the Vendor contract. Library's Annual Share is the net cost after all applicable Program subsidies have been applied. WSL will invoice Library for one-fourth (1/4) of Library's Annual Share each quarter.

Products and Model #s:	Quantity Installed
Router: Meraki MX105-HW	2
Switch: Meraki MS250-48FP-HW	6
WAP: Meraki MR46-HW (indoor)	20
WAP: Meraki MR86 (outdoor)	8
UPS Unit: APC SMX2000LV	2
Contracted Annual Costs to WSL:	\$30,216
Library's Annual Share:	\$7,000

Enterprise Level Internet Service:

Internet Service includes an Enterprise Level internet circuit to be installed at the Library for the Service Speed and Quantity of Lines listed below. The costs to WSL were established in the Vendor contract. In some locations there will be a Non-Recurring Charge (NRC) for Installation in the first year. WSL will not invoice Library for the Service until the equipment is installed and the Service has commenced, and will prorate Library's share of costs based on the number of days in the Program year after July 1st that Library was without the Service. Library's Annual Share is the net cost after all applicable Program subsidies have been applied and a portion will be charged to the Library quarterly.

Description	Quantity or Cost
Internet Service Speed	1 G @ Main, 1 G @ Evergreen
# of Lines	2
Installation NRC	0
Library's Share of NRC	0
Contracted Annual Costs to WSL:	\$33,806
Library's Annual Share:	\$4,057

ATTACHMENT B**QUALITY & SECURITY STANDARDS**

WSL's contracts with Vendor provide for Internet & Managed Equipment Services with the following service quality and security standards, supplemented by WSL where indicated:

Technical Features/Capabilities for Internet Service

- Fiber ethernet connections with bandwidth options from 2 Mbps to 10 Gbps.
- IP enabled facilities are only a cross connect away from Vendor's IP backbone.
- Efficient online service management with access to billing, interactive network utilization reports, trouble ticket management and real-time service level reports.
- Internet security: Vendor's standard network security includes temporary IP filtering through null routes and limited ACL filtering upon request.
- Support for IP addressing, IPv4 and IPv4/IPv6 dual-stack, DNS, BGP or static routing.
- 24/7/365 dedicated operation support from experienced IP and security professionals.
- Building Extension available to extend service from network demarcation point to the desired location within your building (i.e., floor, suite, etc.).

Service Level Commitments for Internet Service

- Vendor's service level commitments include 99.99% network availability, latency, packet delivery, and reporting metrics. Vendor's complete Service Level Agreements ("SLAs") can be made available to Library upon request.

Service Requirements for Managed Equipment Services

- Vendor's Tailored Managed Network Service (TMNS) is a 24/7/365 offering.
- Vendor's offer includes 8x5xNBD on-site support.

Security Standards

- Security-related events are extremely rare due to the 24/7/365 monitoring by Vendor and WSL.
- Vendor automatically responds passively and overtly to threats across LibTech-owned equipment and internet provided through Vendor and resolves all issues within Vendor's control according to the guidelines set forth in the SLAs.
- WSL responds to all security and technical incidents and coordinates with Vendor and with Library staff and/or IT affiliates to resolve escalated issues.

- WSL will provide advice on security and technical issues relating to equipment owned by Library and connected to the LibTech network but does not assume responsibility nor control of those devices. Security events originating from a compromised device on the network will result in the isolation or removal of that device from the network until the issues are resolved to maximize network uptime.
- Participating libraries are not directly connected and a security event at one library will not impact another. However, due to the global nature of security threats, events could happen simultaneously. Vendor and WSL will coordinate responses to any and all such events and they will be addressed in accordance with the guidelines set forth in the SLAs.

ATTACHMENT C**LETTER OF AGENCY**

Washington State Library Technology Consortium (LIBTECH)
6880 Capitol Blvd SE
Tumwater, WA 98501

RE: Letter of Agency for E-Rate Funding Years 2024, 2025, 2026, 2027 & 2028 (July 2024 – June 2029)
Rev 1

This Letter of Agency confirms our participation in the Washington State Library Technology Consortium (LIBTECH) for the procurement of the full range of eligible equipment and services available through the E-rate program. The products and services included in this comprehensive program are: internet access, connectivity, network equipment, (antennas, connectors, cabling, caching, firewalls, racks, routers, switches, UPS units, wireless access points, wireless controllers, plus related components, licensing, software and accessories required to make the equipment function), managed services (operation, management, monitoring) and technical support equipment.

I hereby authorize LIBTECH to submit and to respond to related inquiries on FCC Forms 470, 471, 472/474, 486, 498, 500, SPIN Change and Service Substitution Requests to the Universal Service Administrative Company (USAC) on behalf of my library. I further recognize that the LIBTECH consortium may have competitively bid and selected vendors for equipment and service prior to when my library officially filed paperwork to join the consortium. I acknowledge that my library was listed as a potential Recipient of Services, and I affirm my acceptance of LIBTECH's vendor selections.

I understand that, in submitting these forms on our behalf, you are making certifications for the eligible library(ies) which I represent. By signing this Letter of Agency, I make the following certifications:

a) I certify that our library, libraries in our system] is/are a library eligible for support because it is eligible for assistance from a State Library administrative agency under the Library Services and Technology Act that it/they do not operate as for-profit businesses, and whose budgets are completely separate from any schools (including, but not limited to elementary, secondary schools, colleges, or universities).

b) I certify that our library(ies) has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

c) I certify that the services the library(ies) purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by Commission's rules at 47 C.F.R. § 54.500(et seq.).

d) I certify that our library(ies) has/have complied with all program rules, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

f) I certify that I will retain the required documents for a period of at least ten years after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission's rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

g) I certify that I am authorized to order the eligible equipment and services for the eligible library(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible library(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the library(ies) that will be receiving discounted equipment and/or services under this Letter have complied with the terms, conditions and purposes of the E-Rate program, that no kickbacks were paid to anyone, and that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed and will notify USAC should I be informed or become aware that I or any of the library(ies), or any person associated in any way with my library(ies), is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider(s). I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to the LIBTECH Consortium for our library(ies) participation in the E-Rate program is accurate and true.

Please sign this Letter of Agency to authorize and enable the LIBTECH Consortium to apply for E-rate discounts on behalf of your library through June 30, 2029.

Library:	[Library Name]
Name:	[Signatory Name]
Title:	[Signatory Title]
Signature:	

Date:	
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Sign and return this form to:

OSOS/Washington State Library
Attn: Sandy Grebbs
Sandy.grebbs@sos.wa.gov

ATTACHMENT D

FCC Form 479

OMB Control No. 3060-0853

Estimated time per response: 1 hour

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: _____
Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority		2. Funding Year
3. Mailing Address and Contact Information for Administrative Authority		
Street Address, P. O. Box or Route Number		
City	State	Zip Code
Name of Contact Person		
Telephone Number	Fax Number	Email Address

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority _____
Administrative Authority's Form Identifier _____
Contact Person _____
Telephone Number _____

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

- a ☐ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
- (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.
- (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

ATTACHMENT E

LSTA GENERAL TERMS, CONDITIONS & ASSURANCES

Library agrees to the following terms and conditions, and provides the following assurances, pursuant to the Library Services and Technology Act ("LSTA") as a sub-recipient of funding thereunder.

All capitalized terms used but not defined herein shall have the meanings given to them in that certain LIBTECH Participation Agreement between WSL and Library (the "Agreement") to which this Attachment E- LSTA General Terms, Conditions & Assurances is attached.

1. CERTIFICATIONS.

A. Certification regarding Debarment and Suspension. Library, by signing the Agreement, affirmatively represents and certifies to WSL, and agrees to, the statements set forth in the attached Exhibit A- Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions incorporated herein by this reference.

B. Certification regarding Lobbying and Nondiscrimination. Library, by signing the Agreement, affirmatively represents and certifies to WSL, and agrees to, the statements set forth in the attached Exhibit B- Certification regarding Lobbying and Nondiscrimination incorporated herein by this reference.

C. Certification regarding Policies and Procedures. Library, by signing the Agreement, affirmatively represents and certifies to WSL that Library has the following policies and procedures in place for its operations, and will provide copies of the same to WSL upon request:

- i. Conflict of Interest Policy;
- ii. Drug-free Workplace Policy;
- iii. Internal Controls to Prevent and Detect Mismanagement and/or Fraud; and
- iv. Purchasing Procedures;

provided, however, that if Library does not maintain one or more of the foregoing with respect to its operations, Library represents that it has provided written notification of this fact to the WSL Program Manager prior to execution of the Agreement.

2. ASSESSED COSTS. If any cost is assessed against WSL by the United States government as a result of a breach of the Agreement by Library or its subcontractors, if any, Library will be liable to WSL for such cost.

3. AUDIT. Library shall make its Records available for audit, and maintain books, records, documents, and other evidence sufficient to permit the preparation of reports required by the LSTA to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Library shall be responsible for any audit expenses incurred by Library or its subcontractors, if any. In the event that Library expends \$750,000 or more in federal awards in a fiscal year, it shall have a single or program-specific audit conducted for that year (2 CFR Part 200, Subpart F)

and submit to WSL one copy of the reporting package when the schedule of findings and questioned costs disclose audit findings. Library shall provide written notification to WSL that: (i) an audit of Library was conducted; (ii) that the schedule of findings and questioned costs disclosed no audit findings, or if there were findings, what they were and how they were resolved; and (iii) that the summary schedule of prior audit findings did not report on the status of any audit findings. In any such written notification, Library shall identify the time period covered by the audit and include the name, contract number, amount, and CFDA number of the federal award(s) provided by WSL.

4. **CONFLICT OF INTEREST.** WSL may, in its sole and absolute discretion, declare the Agreement void and of no further effect if Library, or its agent or representative, should offer gratuities in the form of entertainment or gifts to any officer or employee of WSL with a view toward securing favorable treatment related to the Agreement.

5. **NOTICE OF CHANGE IN STATUS.** In the event of any substantive change in Library's legal status, organizational structure, or fiscal reporting, Library shall immediately notify WSL.

6. **RECORD RETENTION.** All Records shall be maintained separately by Library from those of other projects. Records of accounting should be supported by source documentation such as canceled checks, paid invoices, and payrolls. Records shall be retained by Library for the ten (10)-year time period specified in the Agreement; provided, however, that if any litigation or audit is ongoing, the Records must be kept until the litigation or audit is resolved.

7. **ACKNOWLEDGMENT.** Library's acknowledgment of funding in any publications or activities related to LIBTECH, Library's participation in the Program or to the provision of Service to Library will list the IMLS and WSL as follows: **"This [Program] [Participation] [Service] is made possible by the Office of the Secretary of State through the Washington State Library and the Institute of Museum and Library Services."** Failure to properly acknowledge IMLS may result in the loss of eligibility for future funding and being required to immediately return previously awarded funds.

8. **TRAFFICKING IN PERSONS.** As set forth in 2 CFR Part 175, to implement the trafficking in persons requirement in section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, the provisions of Exhibit C- Trafficking in Persons attached hereto are incorporated herein by this reference, and also must be included by Library and any other recipient of funds provided hereunder in any subsequent contracting tier with a private entity.

EXHIBIT A**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 1185, Section 1185.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160- 19211).

1. The prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.
3. This certification is a material representation of fact upon which reliance was placed when the covered transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The prospective lower tier participant shall provide immediate written notice if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person which is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
7. The prospective lower tier participant further agrees that it will include the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render this certification in good faith. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person which is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B**CERTIFICATION REGARDING LOBBYING AND NONDISCRIMINATION**

Library, by signing the Agreement, makes the following certifications, which shall be treated as material representations of fact upon which WSL may rely on in utilizing LSTA funds for the Program and Library's participation therein:

LOBBYING

As required by Section 1352, Title 31 of the United States Code, Library certifies to the best of its knowledge and belief that :

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Library, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of Library) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Library shall request, complete, and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) Library shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, Library certifies that Library will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in Federally-assisted programs;

Library further provides assurance that it will include the language of these certifications in all sub-awards and that all sub-recipients shall certify and disclose accordingly.

EXHIBIT C

TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on

Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2CFR part 376.

a. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

b. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Project title: Interlocal agreement with Snohomish Conservation District and Snohomish County

Council Bill #

Agenda dates requested:

February 28, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☐ No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Interlocal agreement and Exhibit A

Department(s) involved:

Public Works

Contact person:

Kathleen Baxter

Phone number:

425-257-8875

Email:

KBaxter@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Interlocal agreement

Project: NPDES permit education and outreach

Partner/Supplier: Snohomish Conservation District and Snohomish County

Location: City-wide

Preceding action: Previous Interlocal agreement (2019-2023)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

Annual expenditure of \$36,500 for 2024 from NPDES-related budget. Total expenditure is not to exceed \$219,000 over the six-year agreement.

Project summary statement:

The City's National Pollutant Discharge Elimination System (NPDES) permit requires ongoing efforts to reduce stormwater runoff pollution in local waterways. This includes education and outreach to build awareness of the impacts of stormwater runoff and activities that encourage behavioral change. The city satisfies this requirement through the promotion and operation of a variety of programs, including natural yard care, rain gardens, green stormwater infrastructure and pet waste management.

Snohomish County's WSU extension office and the Snohomish Conservation District have assisted with various city pollution prevention programs through an Interlocal Agreement (ILA). Both have extensive experience in the stormwater arena and operate successful stormwater programs. This has allowed us to administer our programs with minimal staffing on our part by leveraging their staff, reach, resources and expertise.

This six-year agreement correlates with the reissuance of the NPDES permit (2024 - 2029) and its revised requirements. Under the terms of the agreement, the Public Works Director or designee will determine the annual scope of work. This will include an annual review to ensure activities effectively meet NPDES requirements.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Interlocal Agreement with Snohomish Conservation District and Snohomish County.

**'INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EVERETT, SNOHOMISH COUNTY
AND SNOHOMISH CONSERVATION DISTRICT
REGARDING NPDES PROGRAMS**

This Interlocal Agreement (this ***“Agreement”***), effective January 1, 2024, by and between the CITY OF EVERETT, (the ***“City”***), a municipal corporation of the State of Washington; SNOHOMISH COUNTY, (the ***“County”***), a political subdivision of the State of Washington, and SNOHOMISH CONSERVATION DISTRICT, a conservation district in the State of Washington established under chapter 89.08 RCW (the ***“District”***).

RECITALS

A. The City desires to work with the County through its WSU Extension office, and the District to provide education and outreach on pollution prevention BMPs, Green Stormwater Infiltration (GSI) or Low Impact Development (LID), and other National Pollutant Discharge Elimination System (NPDES) permit-related requirements; along with research and technical support, and installation and maintenance of LID projects and other NPDES permit-related programs in Everett.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City, the County and the District to promote, facilitate and undertake LID and other NPDES permit-related programs and activities.

C. This Agreement shall be implemented through an annual scope of work.

D. The parties desire to enter into this Agreement to provide for the administration of the project, pursuant to 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 Work. The County and the District agree to provide the services to the City generally described as follows: information, education and outreach, and technical support on pollution prevention BMPs, GSI/LID, and other NPDES permit-related requirements and topics (the ***“Work”***). For each year of this Agreement, the specifics of the Work will be detailed in a Scope of Work and Budget. The approved 2024 Scope of Work and Budget is attached as Exhibit A. On or before December 1 of each year starting in 2024, the District and County will submit to the City’s Public Works Director a proposed annual Scope of Work and Budget that describes the programs, activities and tasks proposed to be undertaken by the District and County with funds obtained from the City in the succeeding year. Upon the City’s Public Works Director’s written approval, such Scope of Work and Budget will control the Work for such year. The County and District will complete the Work as set forth in the annual

Scope(s) of Work and Budget and will coordinate the Work with the City. The City's Public Works Director may from time to time amend annual Scope(s) of Work and Budget as such Director determines necessary.

2. Reporting. With each quarterly invoice, the District and County shall prepare and submit to the City a quarterly report which shall summarize the Work performed and expenditures incurred during the preceding months. The report shall evaluate the performance and results of Work performed. The District and County will provide all back-up information regarding the Work as reasonably requested by the City.

3. Duration. This Agreement shall be effective on the date of the last party's execution of this Agreement and terminate December 31, 2029, unless otherwise modified or terminated in accordance with the terms of this Agreement. The Work described in a Scope of Work and Budget shall be eligible for funding under this Agreement so long as it is performed after the effective date of this Agreement.

4. Funding. Funds for the Work provided in this Agreement shall be defined in the annual approved Scope(s) of Work and Budget.

5. Modifications. Any modification of this Agreement must be signed by the Mayor of the City and authorized representatives of the County and District.

6. Termination.

a. Any party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days written notice to the other parties.

b. This Agreement is contingent upon governmental funding and local legislative appropriations. 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 notice to the other parties.

c. Upon termination of this Agreement as provided in this section, the parties shall be paid only for Work performed prior to the effective date of termination in accordance with an approved Scope of Work and Budget. No payment shall be made for any expense incurred or work done following the effective date of termination unless authorized in writing by the party obligated to pay.

7. Indemnification. To the maximum extent permitted by law, each party will defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, to the extent any such damages and injuries to persons or property are caused by or result from the errors, omissions or negligent acts of the indemnifying party, its contractors, and/or employees, agents, and representatives in performing the party's responsibilities under this Agreement. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or

action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence as determined by a court of competent jurisdiction. Each of the parties agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents and for that purpose the indemnifying party specifically waives, as respects the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and each party recognizes the provision of RCW 4.24.115, if applicable. Each party to this Agreement will reasonably notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement. The provisions of this Section shall survive the expiration or termination of the Agreement.

8. 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. The parties initial Administrators shall be the following individuals:

<u>City initial administrator</u>	<u>County's initial administrator</u>	<u>District's initial administrator</u>
Apryl Hynes	Janet Jayne	Linda Lyshall
Sr. Public information and	Admin Support Supervisor	Executive Director
Education Specialist	Department of Conservation and	Snohomish Conservation
City of Everett Public Works	Natural Resources – Parks	District
3200 Cedar Street	6705 Puget Park Drive	528 91 st Avenue, Ste. A
Everett, WA 98201	Snohomish, WA 98236	Lake Stevens, WA 98258
425-257-8992	425-388-6617	425- 327-9862
ahynes@everettwa.gov	janet.jayne@co.snohomish.wa.us	llyshall@snohomishcd.org

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	Notice to County
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	Snohomish County Attn: Janet Jayne 600 128 th St SE Everett WA, 98208

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

h. Attorney's Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

i. 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.

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

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

l. Signatures. This Agreement can be signed in counterparts. Each party may sign this Agreement in ink or with a pdf scan of signature or with the City of Everett's AdobeSign system or with any other e-signature system, any of which is fully binding.

m. No separate legal or administrative agency. No separate legal or administrative agency is created between or among the Parties under this Agreement.

n. Ownership of Property. Except as expressly provided in the contrary in this Agreement, any real or personal property used or acquired by any party in connection with its performance under this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

[signatures on following pages]

The parties have executed this Agreement with an effective date of January 1, 2024.

CITY:

CITY OF EVERETT,
a Washington municipal corporation

By: _____
Cassie Franklin, Mayor

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

COUNTY:

SNOHOMISH COUNTY,

a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the Prosecuting Attorney

DISTRICT:

SNOHOMISH CONSERVATION DISTRICT,

a conservation district in the State of Washington established under chapter 89.08 RCW

By: _____

Name: _____

Title: _____

CITY OF EVERETT NPDES SUPPORT
EXHIBIT A- SCOPE OF WORK AND BUDGET 2024

<u>Task</u>	<u>Category</u>	<u>Description</u>	<u>Snohomish County WSU</u>	<u>Snohomish Conservation District</u>	<u>Task Total</u>
Task 1 - Administration	1. 1 All Programs	Project administration, planning, partner meetings, project reporting, billing and general project management and evaluation.	\$ 2,500.00	\$ 3,500.00	\$ 6,000.00
Subtotal			\$ 2,500.00	\$ 3,500.00	\$ 6,000.00
Task 2 - Information, Education and Outreach	2.1 Rain garden rebates	Assist City with rain garden design intensive workshops and/or tours for rebate receiptents. SCD will present at workshops and offer one-on-one help.	\$ -	\$ 1,500.00	\$ 1,500.00
	2.2 Green Garden, Green Home workshop series	All parties develop a workshop series and/or family event(s) centered on pollution prevention BMP's. SCD takes lead on promotion, registration and day of coordination for workshops/events. WSU assists with speakers and event participation.	\$ 6,000.00	\$ 10,000.00	\$ 16,000.00
	2.3 WSU Master Gardener	Provide education, information and mentoring support with master gardeners, RG mentors and Natural Yard Care volunteers, etc. Table Master Gardener clinics at local farmers markets/workshops. Editor of the City's biannual Green Garden, Green Home enewsletter.	\$ 5,500.00	\$ -	\$ 5,500.00
	Subtotal		\$ 11,500.00	\$ 11,500.00	\$ 23,000.00
Task 3 - Technical	3.1 GSI public/private partnerships	Provide opportunities to engage the public in GSI-related projects with technical visits & support (schools, community centers, etc.). Task can also be used for the private rain garden rebate program.		\$ 4,500.00	\$ 4,500.00
	3.2 Site visits	Provide 10 -15 technical site visits to Everett residents outside SCD boundaries.		\$ 3,000.00	\$ 3,000.00
Subtotal				\$ 7,500.00	\$ 7,500.00
	TOTAL		\$ 14,000.00	\$ 22,500.00	\$ 36,500.00
	*All projected costs include 25% overhead				



City Council Agenda Item Cover Sheet

Project title:

An Ordinance Amending Ordinance No. 3779-20, as amended, entitled "Everett Municipal Building – Public Works Tenant Improvement Project", Fund 342, Program 42 & 43, Fund 336, Program 015, to Accumulate All Costs for the Project

Council Bill #

CB 2402-83

Agenda dates requested:

Briefing 02/21/2024
Proposed action 02/28/2024
Consent
Action 03/06/2024
Ordinance **X**
Public hearing
Yes **X** No

Budget amendment:

Yes **X** No

PowerPoint presentation:

Yes **X** No

Attachments:

Funding Ordinance

Department(s) involved:

Public Works
Parks & Facilities
Administration
Finance

Contact person:

Bob Leonard

Phone number:

425-257-8225

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Everett Municipal Building – Public Works Tenant Improvement Project

Partner/Supplier: N/A

Location: 2930 Wetmore Avenue

Preceding action: Ordinance No. 3930-23

Fund: Fund 342, Program 42 & 43, Fund 336, Program 015

Fiscal summary statement:

On February 8th, 2023, City Council approved an amendment to Funding Ordinance 3779-20 to fund the full design of the Everett Municipal Building – Public Works Tenant Improvement Project in the amount of \$4,000,000. This design work along with the General Contractor/Construction Management (GC/CM) procurement process has determined the project scope of work and the amending Ordinance will provide the funding necessary to complete the project.

The funding sources for this program will be Fund 342 (CIP1) and Fund 401 Water and Sewer Utility Fund. We plan to split the total project costs amongst the two funding sources with Utilities Fund 401 contributing to their portion of the tenant improvements (approx. \$6,205,603) and CIP1 covering the rest of the tenant improvements for general fund employees and the shell & core work (approx. \$29,653,253) which encompasses the majority of the work that will be performed on the project. Currently CIP1 has approximately \$13,000,000 accounted for in our budget for this project and plans to utilize an interfund loan from Utilities Fund 401 to cover the shortage in CIP1 for this project. The City plans to issue limited tax general obligation (LTGO) bonds in 2025. The bond proceeds will be used to repay the interfund loan from Water and Sewer Utility Fund 401.

The total project costs including design, construction, project costs, sales tax and contingencies is \$36,000,000.

Project summary statement:

The Everett Municipal Building – Public Works Tenant Improvement Project intends to make necessary improvements to critical building systems, update and improve existing office/common spaces, and relocate Public Works administrative staff from the Service Center located on Cedar Street. The project represents several opportunities such as, relocating staff to the more structurally sound Everett Municipal Building, consolidating City services into one location, and reducing lease payment costs to the general fund. Now that our previous tenant, US Forest Service, has moved out, the building is 40% unoccupied which becomes the ideal time to reallocate office space and address aging building systems and deferred maintenance issues with minimal impact to City operations.

This amendment will provide the funding necessary to complete the project.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 3779-20, as amended, entitled "Everett Municipal Building – Public Works Tenant Improvement Project", Fund 342, Program 42 & 43, Fund 336, Program 015 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 3779-20, as amended, entitled “Everett Municipal Building – Public Works Tenant Improvement Project”, Fund 342, Program 42 & 43, Fund 336, Program 015 to Accumulate All Costs for the Project.

WHEREAS,

- A.** Ordinance No. 3779-20 was established to fund schematic design.
- B.** Ordinance No. 3930-23 amended Ordinance No. 3779-20 and was established to fund full design of the project.
- C.** The City Council recognizes the need for additional funding to complete the construction and project costs of the project.
- D.** The City plans to issue limited tax general obligation (LTGO) bonds in 2025. The bond proceeds will be used to repay the interfund loan from Water and Sewer Utility Fund 401.
- E.** The City Council recognizes investments must be made to the Everett Municipal Building’s core and shell to preserve and update the facility.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 of Ordinance No. 3779-20, which reads as follows (as amended by Ordinance No. 3930-23):

The estimated cost of the design is \$4,000,000.

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

The estimated total cost of the project is \$36,000,000 including costs related to design, construction, and project costs.

Section 2. Section 4 of Ordinance No. 3779-20, which reads as follows (as amended by Section 2 of Ordinance No. 3930-23):

The sum of \$4,000,000 is hereby appropriated to Fund 336, Program 015 “Everett Municipal Building – Public Works Tenant Improvement Project.

- A. Use of Funds
- | | |
|---------------------------------------|-------------------|
| Schematic Design | \$ 325,700 |
| Design | \$2,924,300 |
| GC/CM Preconstruction Services | \$ 500,000 |
| GC/CM Owner Advisor Services Phase II | <u>\$ 250,000</u> |
| Total | \$4,000,000 |
- B. Source of Funds
- | | |
|-------------------------------------|--------------------|
| Fund 401 – Water/Sewer Utility Fund | \$2,400,000 |
| CIP 1 | <u>\$1,600,000</u> |
| Total | \$4,000,000 |
- C. The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

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

The sum of \$36,000,000 is hereby appropriated to Fund 342, Program 042 and 043, and Fund 336, Program 015.

- A. Use of Funds
- | | |
|---------------------------------------|---------------------|
| Schematic Design | \$ 325,700 |
| Design | \$2,924,300 |
| GC/CM Preconstruction Services | \$ 500,000 |
| GC/CM Owner Advisor Services Phase II | \$ 250,000 |
| GC/CM Construction & Project Costs | <u>\$32,000,000</u> |
| Total | \$36,000,000 |
- B. Source of Funds
- | | |
|---|---------------------|
| Fund 401 – Water/Sewer Utility Fund (Utilities TI cost) | \$ 6,205,603 |
| Interfund Loan from Fund 401 | \$16,794,397 |
| CIP 1 | <u>\$13,000,000</u> |
| Total | \$36,000,000 |
- C. The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.



Section 3: Authorization is hereby granted to the Parks and Facilities Director under the 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 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: ORDINANCE Adopting the State Fire Code, Amending EMC 16.005.030 and Repealing and Replacing Chapter 16.03 EMC

Council Bill # *interoffice use*

CB 2310-50

Agenda dates:

1st and 2nd Readings:

10/18/23, 10/25/23

3rd Reading: 2/28/24

Briefing

Proposed action

Consent

Action

Ordinance ☒

Public hearing

☒ Yes ☐ No

Budget amendment:

☐ Yes ☒ No

PowerPoint presentation:

☐ Yes ☒ No

Attachments:

Department(s) involved:

Fire & Legal

Contact person:

Kurtis Brown

Phone number:

425-257-8121

Email:

KBrown@everettwa.gov

Initialed by:

DD

Department head

Administration

Council President

Project: Adoption of the State Fire Code with local amendments

Partner/Supplier: NA

Location: NA

Preceding action: 2021 Adoption of the State Fire Code with local amendments

Fund: None

Fiscal summary statement:

None

Project summary statement:

This ordinance had first and second readings in October 2023. Third reading would have been November 1, 2023, but Washington State delayed the effective date of the International Fire Code, so the third reading was postponed. The State's new effective date now is March 15, 2024. Accordingly, this fire code update ordinance is being brought to Council for third reading and adoption on February 28, 2024, which will make the city and state code effective dates coincide.

The Washington State Legislature has amended and adopted the 2021 International Fire Code. The International Fire Code with state amendments are established as minimum requirements for fire and life safety, and it is the responsibility of each jurisdiction to amend the code, provided that the amendments do not reduce the minimum performance standards of the codes. The Everett Fire Department is requesting that City Council formally adopt the State Fire Code with the proposed local amendments. The Everett Fire Department's proposed local amendments, which are contained in Chapter 16.03, address the following:

- Formalize standard practices designed to facilitate fire ground operations.
- Provide a single location for developers, contractors, and citizens to find local fire department requirements.
- Address local public safety issues to protect public health, safety and welfare.
- To adjust/modify existing amendments to correlate with modifications to the updated codes.

The differences between the current Chapter 16.03 EMC and this new Chapter 16.03 EMC are technical and not widespread in the chapter. A redline showing the specific changes is available upon request. It is staff recommendation to repeal and replace the entire chapter when the new state fire code is adopted -- this assures that Chapter 16.03 EMC has the correct cross-references to the new code.

Recommendation (exact action requested of Council):

Adopt Ordinance Adopting the State Fire Code, Amending EMC 16.005.030 and Repealing and Replacing Chapter 16.03 EMC.



ORDINANCE NO. _____

An ORDINANCE Adopting the State Fire Code, Amending EMC 16.005.030 and Repealing and Replacing Chapter 16.03 EMC.

WHEREAS,

- A.** The Washington Legislature adopted the state fire code to provide for uniform standards in construction and other life safety matters throughout the state.
- B.** The Washington State Legislature and the Washington State Building Code Council have recently updated the state fire code, and such updates go into effect ~~October 29, 2023~~ March 15, 2024.
- C.** The state fire code is in effect in all cities and counties in Washington; and
- D.** The City may adopt certain amendments to the state fire code to protect the public health, safety and welfare.
- E.** The City Council finds that the adoption of the state fire code, together with local amendments, serves to protect the public health, safety and welfare.
- F.** The City Council finds that the absence of the regulations adopted by this Ordinance would create public harm and a public nuisance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 16.005.030 is amended as follows, with underlined text added:

Adoption of codes.

The City of Everett hereby adopts the following codes by reference, which are incorporated herein as fully as if set out at length herein:

A. The current edition of the International Building Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-50 WAC, as now or hereafter amended. The following appendices are specifically adopted, as now or hereafter amended:

- 1. Appendix G, Flood-Resistant Construction.

2. Appendix J, Grading.

B. The current edition of the International Residential Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-51 WAC, as now or hereafter amended. The following appendices are specifically adopted, as now or hereafter amended:

1. Appendix K, Sound Transmission.

C. The current editions of the International Mechanical Code and the International Fuel Gas Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-52 WAC, as now or hereafter amended; except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code).

D. The current edition of the International Fire Code, published by the International Code Council, Inc., as adopted by the Washington State Building Code Council in Chapter 51-54A WAC, as now or hereafter amended, including those standards of the National Fire Protection Association specifically referenced in the International Fire Code. The following appendices are specifically adopted, as now or hereafter amended in Chapter 16.03 EMC:

1. Appendix B, Fire-Flow Requirements for Buildings.

2. Appendix D, Fire Apparatus Access Roads.

3. Appendix E, Hazard Categories.

4. Appendix F, Hazard Ranking.

5. Cryogenic Fluids – Weight and Volume Equivalents.

6. Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions.

7. Appendix I, Fire Protection Systems – Noncompliant Conditions.

8. Appendix N, Indoor Trade Shows and Exhibitions.

E. Except as provided in RCW 19.27.170, the current edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and



Mechanical Officials as adopted by the Washington State Building Code Council in Chapters 51-56 and 51-57 WAC, as now or hereafter amended; except that any provisions of such code affecting sewers or fuel gas piping are not adopted. The following appendices are specifically adopted, as now or hereafter amended:

1. Appendix A, Recommended Rules for Sizing the Water Supply System.
2. Appendix B, Explanatory Notes on Combination Waste and Vent Systems.
3. Appendix D, Sizing Storm Water Drainage Systems.
4. Appendix I, Installation Standards.

F. The rules adopted by the Washington State Building Code Council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160, as now or hereafter amended.

G. The Washington State Energy Code, as adopted by the Washington State Building Code Council in Chapter 51-11 WAC, as now or hereafter amended.

H. The current edition of the National Electric Code, published by the National Fire Protection Association, as adopted by the Department of Labor and Industries in Chapter 296-46B WAC, and Chapter 19.28 RCW, as now or hereafter amended.

I. The current edition of the International Property Maintenance Code, published by the International Code Council, Inc., as now or hereafter amended. The following appendix is specifically adopted, as now or hereafter amended:

1. Appendix A, Boarding Standard.

Section 2. Chapter 16.03 EMC is hereby repealed in its entirety. For purposes of reference, Chapter 16.03 EMC was adopted under the following ordinance: Ord. 3796-21.

Section 3. A new Chapter 16.03 EMC is hereby added to the EMC as set forth in Exhibit A to this Ordinance.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**EXHIBIT A
TO FIRE CODE ORDINANCE**

**CHAPTER 16.03 EMC
AMENDMENTS TO THE INTERNATIONAL FIRE CODE**

16.03.010 Amendments to International Fire Code (hereinafter referred to as the “IFC”) Chapter 1, Scope and Administration.

Adopted as amended by Washington State with the following local amendments:

- A. Subsection 101.1. of the IFC, entitled “Title,” is hereby deleted and the following inserted in its place:

101.1 Title. These regulations shall be known as the Fire Code of the City of Everett, hereinafter referred to as “this code.”

- B. Subsection 103.1. of the IFC, entitled “Creation of agency,” is hereby deleted and the following inserted in its place:

103.1 Creation of agency. The Fire Marshal’s Office is hereby crested and the official in charge thereof shall be known as the fire code official and/or Fire Marshal. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

- C. Subsection 104.1.1. of the IFC, entitled “Authority of peace officers,” is hereby added:

104.1.1. Authority of peace officer. The fire code official and his/her designee(s) shall be empowered to exercise the authority of a peace officer to the extent necessary to enforce the Everett fire code, which power shall include but not be limited to issuances of citations. No person shall commit the offense of obstructing or threatening a fire code official while such official is performing his or her official duties.

- D. Subsection 104.3.2. of the IFC, entitled “Fire and Life Safety Inspection,” is hereby added:

104.3.2 Fire and Life Safety Inspection. To enforce the provision of this code the fire code official shall manage and ensure that routine Fire and Life Safety Inspection are conducted on all applicable buildings and/or occupancies of this code. The frequency of Fire and Life Safety Inspections are subject to staffing levels and hazard priorities.

- E. Subsection 104.11. of the IFC, entitled “Fire Investigations,” the following language is hereby deleted:

Information that could be related to trade secrets or processes shall not be made part of the public record, except as directed by a court of law.



- F. Section 110 of the IFC, entitled “Means of Appeals,” is hereby deleted in its entirety.
- G. Subsection 112.2 of the IFC, entitled “Owner/occupant responsibility,” is hereby and the following inserted in its place.

112.2 Owner responsibility. Correction and abatement of violations of this code shall be the responsibility of the owner of the property where the violation occurred.

- H. Subsection 112.4 of the IFC, entitled “Violation penalties,” is hereby and the following inserted in its place.

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any or the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate use under provisions of this code, may be prosecuted as a civil infraction under EMC Chapter 1.20.

- I. Subsection 113.4 of the IFC, entitled “Failure to comply,” is hereby deleted and the following inserted in its place:

113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine pursuant to EMC Chapter 1.20.

16.03.020 Amendments to IFC Chapter 2, Definitions.

Adopted as amended by Washington State.

16.03.030 Amendments to IFC Chapter 3, General Requirements.

Adopted as amended by Washington State with the following local amendments:

- A. Section 307 of the IFC, entitled “OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES,” is hereby deleted and the following inserted in its place:

SECETION 307 OUTDOOR BURNING

307.1 General. It shall be unlawful and a public nuisance for any person to kindle or maintain or authorize to be kindled or maintained any outdoor burning within the City of Everett.

Exceptions:

1. Residential and commercial outdoor cooking using barbecue grills, barbecue pits, barbecue smokers, and other similar food cooking devices operated in its intended purpose as per manufacturer’s recommendations and complying with Section 308.1.4 and any other provisions found within the Everett Fire Code.



2. Hot food vendors cooking outdoors at events that have been permitted by the City of Everett and are in compliance with hot food vendor guidelines.
3. LP-gas or natural gas recreational fireplaces, fire-bowls, fire-tables, fire-pits, or similar devices operated in its intended purpose as per manufacturer's recommendations, and provisions found within the Everett Fire Code.
 Exception: The use of a LP-gas recreational devices is not permitted to be used on balconies, decks, or within 10 feet of combustible construction of a multi-family building unless provided with an automatic fire sprinkler system.
4. Recreational fires, outdoor fireplaces, fire-bowls, fire-pits, or similar devices that comply with the following requirements:
 - a. Devices shall be used in accordance with the manufacturer's instructions
 - b. Devices shall not be operated within 25 feet of a structure or combustible material. Exception: Devices shall not be operated within 15 feet of a structure or combustible when used at one- and two-family dwellings.
 - c. Fires shall be limited to three feet in diameter and two feet in height.
5. Bonfires for religious and/or ceremonial purposes with a Fire Permit in compliance with Section 307.2 through 307.2.5.
6. Upon discretion of the fire official, fires that are for the sole purpose of warmth and/or cooking when no other means is available, and the fire does not constitute a hazard.

307.1.2 Prohibited Recreational. Recreational fire shall be prohibited if any of the following conditions exist:

1. The fire creates or adds to a hazardous situation.
2. Atmospheric conditions or local circumstances make such fire hazardous.
3. The fire is determined by the fire code official or his/her designee to be offensive or objectionable because of smoke or odor emissions.
4. When any of the following materials are being burned; garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper (other than what is necessary to start a fire), cardboard, treated wood, construction/demolition debris, green wood, shrub trimmings, leaves, metal, or any substance that may release toxic emissions.
5. Fires that do not comply with this section and/or other provision found within the IFC.

307.1.3 Extinguishment authority. Where outdoor burning does not comply with this section and/or other provisions found within the International Fire Code, the fire code official or his/her designee is authorized to order the extinguishment of said fire. The fire department is authorized to extinguish the fire if the responsible person who kindled and/or maintains the fire, or the permit holder, refuses to do so or is unable to do so.

307.2 Permit required. Prior to conducting a bonfire for religious and/or ceremonial purposes a Fire Permit shall be obtain in compliance with Section 307.2 through 307.2.5 and Section 105.6 of the Everett Fire Code.

307.2.1 Authorization. Where required by state or local law or regulations, outdoor burning shall only be permitted with prior approval from the state or local air and water quality management



authority, provided that all conditions specified in the authorization are followed. See also chapter 173-425 WAC.

307.2.2 Location. The location of burning shall not be conducted within 50 feet of a structure or combustible material unless the fire is contained in an approved pit. Conditions which could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition. If any provision found within the Everett Fire Code requires a smaller distance from a structure, that provision shall be complied with.

307.2.3 Site-plan. When submitting for a permit for burning, a site plan is required to be provided showing the following:

1. Location of proposed burning in relation to structures and combustible materials.
2. Indicate direction and distance to nearest roads, intersections, structures, access roads, and other geographical features.
3. Potential hazards or conditions that could cause a fire to spread within 50 feet of a structure shall be eliminated prior to ignition.
4. Proposed dimensions of the bonfire (length – width – height).
5. Method of how the fire will be contained.

307.2.4 Fire Safety Plan. In addition to the application and site plan, a fire safety plan shall be submitted and shall address the following items:

1. All burning shall be constantly attended until the fire is extinguished.
 - a. A minimum of one responsible person shall be present at all times.
 - b. Attendant shall be at least 18 years of age or older.
 - c. At no time shall the attendant be under the influence of alcohol.
 - d. A fire shall not be considered extinguished unless one can handle the ashes without protection.
2. A minimum of one portable fire extinguisher, complying with the Everett Fire Code with a minimum 4-A rating, or other approved on-site fire-extinguishing equipment such as; dirt, sand, water barrel, garden hose, or water truck shall be available for immediate use.
3. The applicant shall identify safety measures to protect attendees from potential injury.

307.2.5 Prohibited burning. A permit application can be denied, or a permit can be revoked after issuance if any of the following conditions exist:

6. The fire creates or adds to a hazardous situation.
7. Atmospheric conditions or local circumstances make such fire hazardous.
8. The fire is determined by the fire code official or his/her designee to be offensive or objectionable because of smoke or odor emissions.
9. When any of the following materials are being burned; garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper (other than what is necessary to start a fire), cardboard, treated wood, construction/demolition debris, green wood, shrub trimmings, leaves, metal, or any substance that may release toxic emissions.

10. Fires that do not comply with this section and/or other provision found within the IFC.
11. Any false statement or misrepresentation as to material fact in the information or plans submitted.
12. Fire used for land clearing burning purposes. See also 173-425-040 WAC.

16.03.040 Amendments to IFC Chapter 4, Emergency Planning and Preparedness.

Adopted as amended by Washington State.

16.03.050 Amendments to IFC Chapter 5, Fire Service Features.

Adopted as amended by Washington State with the following local amendments:

- A. Section 503 of the IFC, entitled “Fire Apparatus Access Roads,” is hereby deleted and the following inserted in its place:

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.1 Fire apparatus access roads. To centralize all codes related to fire apparatus access roads, Section 503 and local amendments have been consolidated into Appendix D.

- B. Section 505 of the IFC, entitled “Premises Identification,” is hereby deleted and the following inserted in its place:

SECTION 505 PREMISES IDENTIFICATION

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background in all lighting conditions. Address numbers shall be Arabic numbers or alphabetical letters and numbers shall not be spelled out. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed for the public way, a monument, pole or other sign or means shall be used to identify the structure.

505.2 Single-family homes. Address numbers and/or letters on the front of single-family home shall be a minimum of four inches high. Where the building is not visible from the street or a single access road or private roadway serves more than one building, provision shall be made to clearly identify which driveway or roadway serves the appropriate address.

505.3 Multi-family buildings. New and existing multi-family buildings shall have approved address identification complying with sections 505.1 and 505.3.1 through 505.3.2.

505.3.1 Primary address. The size of primary address numbers located on the front of a multi-family building shall be determined by the Table 505.3.1. Where the building is not visible from



the street or a single access road or private roadway serves more than one building, provision shall be made to clearly identify which driveway or roadway serves the appropriate address.

Table 505.3.1 - Address Numbering Figure Size	
DISTANCE FROM ROAD OR FIRE LANE	MINIMUM SIZE
0-100 feet	8"H x 4"W
101-150 feet	10"H x 5"W
151- feet and up	12"H x 6"W

505.3.2 Individual dwelling/living units. Interior and exterior access doors to individual dwelling / living units shall be clearly marked. Numbers and/or letters of such units shall be sized to at least four inches. When the address numbers are located on clear glazing such as doors, windows, or lights the numbers shall be white or black to achieve contrast during all lighting conditions.

505.4 Commercial Buildings. New and existing commercial buildings shall have approved address identification complying with sections 505.1 and 505.4.1 through 505.4.2.

505.4.1 Primary address. The size of primary address numbers located on the front of a commercial building shall be determined by the Table 505.4.1. Address numbers at least four inches shall be prominently displayed on rear entrance or access doors.

Table 505.4.1 - Address Numbering Figure Size	
DISTANCE FROM ROAD OR FIRE LANE	MINIMUM SIZE
0-50 feet	10"H x 5"W
51 -200 feet	12"H x 6"W
201 feet and up	14"H x 7"W

505.4.2 Tenant spaces. Interior and exterior access doors to tenant spaces shall have their individual addresses clearly marked with a minimum of four-inch-high numbers and/or letters. Rear entrances or access doors shall also have address numbers and /or letters sized to a minimum of four inches. When the address numbers are located on clear glazing such as doors, windows, or lights the numbers shall be white or black to achieve contrast during all lighting conditions.

C. Section 506.1 of the IFC, entitled "Where required," is hereby deleted and the following inserted in its place:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. Key boxes shall be of the type listed by the Everett Fire Department and approved by the fire code official.

B. Section 507 of the IFC, entitled "Fire Protection Water Supplies," is hereby deleted and the following inserted in its place:



SECTION 507 FIRE PROTECTION WATER SUPPLIES

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for the protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

507.2 Type of water supply. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow.

507.2.1 Private fire service mains. Private fire service mains and appurtenance shall be installed in accordance with NFPA 24.

507.2.2 Water tanks. Water tanks for private fire protection shall be installed in accordance with NFPA 22.

507.3 Fire flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined in accordance with Appendix B.

Exception: Fire flow is not required for structures under 500 square feet with a B, U or R-1 occupancy where structures are at least 30 feet from any other structure and are used only for recreation.

507.4 Water supply test. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. Unless otherwise provided by city law, rule or other regulation, the city public works department conducts water supply tests.

507.5 Fire hydrant systems. Fire hydrant systems shall comply with the City of Everett's Design and Construction Standards and Specifications and Section 507.5.1 through 507.6.2.

507.5.1 Where required. All building constructed or moved into or within the jurisdiction shall be provided with fire hydrant(s) with in the spacing provided within this section. Exact placement of the fire hydrants will be determined by the fire code official.

507.5.1.1 Commercial and multi-family. Commercial and multi-family buildings shall be provided with fire hydrants located at the street frontage in compliance with subsection 507.5.1.1.1, also a proposed building/project may be required additional onsite fire hydrants as per subsection 507.5.1.1.2.

507.5.1.1.1 Street fire hydrants. A minimum of one (1) fire hydrant shall be located at the street fronting the proposed building/project at a maximum distance of 200 feet. An existing public hydrant may be used to satisfy this requirement as long as it meets the conditions found within this section. To determine the distance from the hydrant to the building site start measurement at the nearest approved hydrant and measure along an approved drivable route



to the primary entrance to the proposed building site. For buildings built on a zero-lot-line, the measurement will terminate at the nearest corner of the building. Projects with large frontage may require additional street fire hydrants with an average spacing between fire hydrants of 400 feet.

507.5.1.1.2 Onsite fire hydrants. All portions of the proposed building shall be within 200 feet of an approved fire hydrant, as measured by an approved route around the exterior of the facility or building. To satisfy this requirement, one or a combination of both on-street and/or on-site fire hydrants can be added.

507.5.1.2 Single family dwellings and duplexes. Maximum distance from a fire hydrant to any newly constructed detached single-family dwellings or duplexes shall be 350 feet. At the discretion of the fire code official the maximum distance from a fire hydrant may be extended to no greater than 600 feet with the addition of an approved NFPA 13D fire sprinkler system. An NFPA 13D sprinkler system substituted for the hydrant distance requirement may not be used as a concurrent equivalence for any other city code requirement for the same structure, project, short-plat, subdivision or development.

507.5.1.3 Mobile home parks. Mobile home park that contains 20 or more mobile home lots shall provide a minimum of one (1) standard approved fire hydrant within the confines of the park. Additional fire hydrants shall be required so as not to exceed 500 foot spacing. All hydrants shall be supplied with water from an approved six-inch water main.

507.5.1.4 Parking lots and access areas. When determined by the fire code official, parking lot, access roads, and other areas where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for vehicle, transportation, and/or other hazards.

507.5.1.5 Hydrant for fire department connections. Buildings provided with NFPA 13-13R fire sprinklers systems and standpipe systems and equipped with a fire department connection (FDC) the FDC shall comply with Section 912 and be provided with an approved fire hydrant located within 75 feet. Existing buildings being retrofitted with fire sprinklers or a standpipe system, the FDC shall be located within 100 feet of a fire hydrant. Exact placement of the FDC will be determined by the fire code official.

507.5.1.6. Unrecognized fire hydrants. New and existing fire hydrants that meet one or more of the following shall not be used to count towards the required number of fire hydrants or spacing.

1. Fire hydrants located on opposite side of a street provided with median dividers that cannot be crossed by fire fighters pulling hose lines.
2. Fire hydrants located on opposite side of a street provided with four or more traffic lanes.
3. Fire hydrants located on adjacent private properties that cannot ensure continued long-term access.

4. Fire Hydrants locations in areas where due to topographical, nonnegotiable grades, and or other similar conditions that may hinder fire department operations.

507.5.2 Inspection, testing and maintenance. Fire hydrant systems shall be subject to periodic tests as required by the fire code official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards. Records of testing and required maintenance shall be maintained.

507.5.3 Private fire service mains and water tanks. Private fire service mains and water tanks shall be periodically inspected, tested and maintained in accordance with NFPA 25 at the following intervals:

1. Private fire hydrants of all types: Inspections annually and after each operation; flow test and maintenance annually.
 2. Fire service main piping: Inspection of exposed, annually; flow test every 5 years.
 3. Fire service main piping strainers: Inspection and maintenance after each use.
- Records of inspection, testing and maintenance shall be maintained.

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrant. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrant from being immediately discernible.

507.5.5 Clear space around hydrants. A 3-foot clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.

507.5.6 Physical protection. Where fire hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall comply with Section 312.

507.5.7 Existing non-conforming hydrants. At such time as an existing private hydrant, which does not conform to the requirements and standards of this section, is replaced, it shall be replaced with a hydrant that conforms to the standards and requirements of this section.

507.5.8 Identification. Fire hydrants shall be painted in the following colors. Public fire hydrants shall be painted with two coats of high gloss caterpillar yellow, Luxlite #6100-516 or "Rust-Oleum" #7448 or approved equal and the port caps will be painted black. Private fire hydrants shall be painted with two coats of high gloss "SAFETY RED" and the port caps will be painted black.

507.5.9 Adaptors. All hydrants shall have a 5-inch Storz metal face adaptor x female hydrant thread with cap. The adapter shall be aluminum alloy (6061-T6 minimum) forged or extruded and shall be specified to meet a 500 psi test and permanently attached in accordance with the



design and construction standards and specifications.

507.5.10 Hazards. Fire hydrants shall be located 50 feet from a building to avoid any potential hazards to fire department personnel and equipment in the event of a fire.

Exception: When approved by the fire code official and where space is limited around the building/project.

507.6 Notification. The owner of property on which private hydrants are located must provide the fire code official with the following written service notifications:

507.6.1 In-service notification. The fire code official shall be notified when any newly installed hydrant or main is placed into service.

507.6.2 Out-of-service notification. Where any hydrant is out of service or has not yet been placed in service, the hydrant shall be identified as being out of service and shall be appropriately marked as out of service, by a method approved by the fire code official.

E. Section 510 of the IFC, entitled “Emergency Responder Radio Coverage,” is hereby deleted and the following inserted in its place:

SECTION 510 EMERGENCY RADIO SYSTEMS

510.1 General. The Snohomish County S (SNO911) wireless communications networks are essential to the health, safety, and welfare of the citizens of Everett by providing communications for law enforcement activities, for emergency medical treatment, for fire suppression, for carrying on the business of government, and for providing communications in time of disasters. It is the intent of this section to ensure the uninterrupted operation of City of Everett public safety, other emergency-related and county operational or planned wireless communications networks inside new and existing structures in the City of Everett.

510.2 Definitions.

“ADEQUATE RADIO COVERAGE” is as specified in Section 510.4 below.

“BUILDING OWNER” means the person responsible for making final decisions relating to additions or modifications to the building. “Building owner” may include a building owner’s property manager or agent.

“PERSON” includes individuals, corporations, limited liability companies, associations and other forms of business organization.

“SUBSTANTIALLY ALTER” means to modify a structure when such modifications could degrade the SNO911 radio system performance.

510.3. Applicability.



510.3.1 No person shall erect, construct, change the use of, or substantially alter, any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for (SNO911). Underground structures, whether separate or adjoining other structures, are required to comply with the requirements of this section. Parking structures and stairwells are included in the definition of "building" and stairwell shafts and elevators are included in the definition of "all parts of a building."

Exceptions: This section shall not apply to buildings less than 5,000 gross square feet or any building constructed of wood frame, as long as none of the aforementioned buildings make use of any metal frame construction, high radio frequency attenuation glazing and window frames, or any below-grade storage or parking areas.

510.3.2 Any person required to maintain adequate radio coverage as specified in Section 510.3.1 above shall obtain a "Letter of Provisional Authorization" from SNO911 at the time a building permit application is submitted to the city of Everett. Written evidence of such prior written notification shall be given to the city of Everett Building Official before a building permit application will be accepted.

510.3.3 Persons constructing new or remodeled facilities which include systems intended for providing in-building service for other wireless services shall make provisions for including public safety radio signals into such system. This capability shall at a minimum include provision of bidirectional amplification as required. This requirement shall apply to structures of all sizes whenever such in-building wiring or services are to be provided.

510.3.4 No person shall install devices specifically intended to prevent the reception of signals intended for cellular telephones, pagers, wireless communications devices, or public safety radios in buildings of any type or size.

510.3.5 No person shall install or use building materials specifically marketed or engineered to prevent the ingress of radio signals, except where such materials may be required to shield laboratory or research facilities. Use of any such materials in laboratory or research facilities shall be clearly noted in any construction permit application documents and written notification of the use of any such materials shall be provided to SNO911 at the time of permit application submittal. Signs notifying occupants, emergency services and law enforcement personnel of such shielding conditions shall be conspicuously posted both at the entrance and on the interior of such areas.

510.4. Performance. A study shall be prepared and reviewed prior to plan approval that demonstrates that the signal levels within the proposed structure meet or exceed the criteria established below. Multiple carrier environments shall take into account the presence of non-SNO911 signals in the design of the amplifier system. Adequate Radio Coverage shall include all of the following measurement requirements:

1. A minimum signal strength of -95 dBm available in 90% of the area of each floor of the building when transmitted to a belt-worn portable radio equipped with a speaker microphone;
2. A minimum signal strength of -95 dBm received at the SNO911 site when transmitted from a belt-worn portable radio equipped with a speaker microphone from 90% of the area of each floor of the building;



3. The frequency ranges which must be supported shall be 746—824 MHz and 851—869 MHz; and
4. The signal strengths shall be present at a 100% reliability factor at the -95 dBm level.

510.5. Amplification Systems

510.5.1 Buildings and structures that cannot support adequate radio coverage, as identified, shall be equipped with either a radiating cable system or an internal multiple antenna system with FCC type accepted bidirectional amplifiers as needed.

510.5.2 If any part of the installed system or systems contains an electrically powered component, the system shall be capable of operating on an independent battery system for a period of at least twelve (12) hours without external power input. The battery system shall automatically charge in the presence of an external AC power input.

510.5.3 A request for uplink testing to the SNO911 radio system should be made to SNO911 at least 72 hours in advance PRIOR to the BDA/DAS being turned on.

510.8 Initial Inspection and Signal Strength Acceptance Test Procedures.

510.8.1 When an engineering study performed for the building contractor or owner has determined that an in-building radio system is required, and upon completion of installation, it will be the building owner's responsibility to have the radio system tested to ensure that two-way communications coverage on each floor of the building meets the requirements established in Sections 510.4 and 510.5. Each floor of the building shall be divided into a grid of approximately 20 equal areas. A maximum of two nonadjacent areas will be allowed to fail the test by not meeting the minimum signal levels established in Section 510.4. Testing of parking garages, stairwells, and non-enclosed areas will be performed as separate tests with statistics gathered separately for signal levels in the primary structure and parking areas. Signal levels shall meet the requirements of Section 510.4 for all areas enclosed by the structure and statistical methods shall not be used to dilute the intent of the coverage requirements established in Section 510.4.

510.8.2 In the event that three of the areas fail the test, in order to be more statistically accurate, the floor may be divided into 40 equal areas. In such an event, a maximum of four nonadjacent areas will be allowed to fail the test. After the 40 area test, if the system continues to fail, the building owner shall have the system altered to meet the coverage requirement established in Section 510.4.

510.8.3 The test shall be conducted using a SNO911 a. A spot located approximately in the center of a grid area will be selected for the test, then the radio transmitter will be activated to verify two-way communications to and from the outside of the building through the SNO911 system. Once the spot has been selected, prospecting for a better spot within the grid area will not be permitted.

510.8.4 The gain values and isolation levels of all systems used to support the signal level requirements of Section 510.4 shall be measured and the test measurement results shall be



kept on file with the building owner so that the measurements can be verified each year during the annual tests. In the event that the measurement results became lost, the building owner will be required to rerun the acceptance test to re-establish that the facility provides the signal levels established in Section 510.4.

510.9 Annual equipment condition testing.

510.9.1 When an in-building radio system is required, the building owner shall test all active components of the system, including but not limited to amplifiers, power supplies, backup batteries, and related equipment, a minimum of once every 12 months. Amplifiers shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance. These annual tests shall apply to both the bi-directional amplifier method of enhancing signal strength, as well as to any alternative methods that might be employed. Test records shall be retained on the inspected premises by the building owner.

510.9.2 Backup batteries and power supplies shall be tested under full load for a period of one hour to verify that, they will properly operate during an actual power outage. If within the one-hour test period, in the opinion of the testing technician, the battery exhibits symptoms of failure, the test shall be extended for additional one-hour period until the testing technician confirms the integrity of the battery. Alternative load testing which places a higher short-term demand on the battery system may be required upon verbal request by the testing technician. Batteries which fail the load test shall be replaced and retested within 10 working days.

510.9.3 All other active components shall be checked to determine that they are operating within the manufacturer's specifications for the intended purpose.

510.10 Five-year signal strength testing.

510.10.1 In addition to the annual test, the building owner shall perform a radio coverage test a minimum of once every five years to ensure that the radio system continues to meet the signal strength requirements of the original acceptance test. The signal levels established in Section 510.4 and the procedures established in Section 510.8 shall apply to such tests. The results of the five-year test will be provided to the Fire Code Official by certified mail. Test records shall also be retained on the inspected premises by the building owner.

510.11 Qualifications of testing personnel. Tests shall be conducted, documented and signed by a person in possession of a current FCC license, or a current technician certification issued by the Associated Public-Safety Communications Officials International (APCO), the Personal Communications Industry Association (PCIA).

510.12 Field testing. Public safety personnel, after providing reasonable notice to the building owner or his representative, shall have the right to enter onto the property to conduct ad-hoc field testing to be certain that the required level of radio coverage is present.

16.03.060 Amendments to IFC Chapter 6, Building Services and Systems.



Adopted as amended by Washington State with the following local amendments:

- A. Subsection 606.3.3.1 of the IFC, entitled “Inspection,” is hereby deleted and the following inserted in its place:

606.3.3.1 Inspection. Hoods, grease-removal devices, fans, ducts and other appurtenances shall be inspected at intervals specified in Table 606.3.3.1 or as approved by the fire code official. Inspections shall be completed by qualified individuals that are trained with certifications establishing requirements for cleaning of commercial cooking operations. As per section 102.8, the fire code official will evaluate the training and certifications of individuals to determine if they are qualified to perform inspections within the jurisdiction.

16.03.070 Amendments to IFC Chapter 7, Fire Smoke Protection Features.

Adopted as amended by Washington State.

16.03.080 Amendments to IFC Chapter 8, Interior Finish, Decorative Materials and Furnishings.

Adopted as amended by Washington State.

16.03.090 Amendments to IFC Chapter 9, Fire Protection and Life Safety Systems.

Adopted as amended by Washington State with the following local amendments:

- A. Subsection 901.1 of the IFC, entitled “Scope,” is hereby deleted and the following inserted in its place:

901.1 Scope. The provisions of this chapter shall apply to all occupancies and buildings, shall specify where fire protection systems are required, and shall apply to the design, installation, inspection, operation, testing, and maintenance of all fire protection systems; however, nothing contained in this chapter shall diminish or reduce the requirements of any legally adopted building codes, including state and local amendments, or other City ordinances, resolutions, or regulations. In the event of any conflict in requirements among these codes, ordinances, resolutions, or regulations, the more stringent provision shall apply.

- B. Subsection 901.6.3 of the IFC, entitled “Records,” is hereby deleted and the following inserted in its place:

901.6.3 Records. Records of all system inspections, testing, and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 5 years. A copy of each inspection, test, or maintenance record shall be forwarded to the fire code official electronically through the record management software/company of the jurisdictions choosing within 30 days of the date the inspection, test, or maintenance occurred.

- C. Subsection 903.2.1.1 Item 1 of the IFC, entitled “Group A-1,” is hereby amended:



903.2.1.1 Item 1. Replaced the following language “12,000” with “6,000”.

- D. Subsection 903.2.1.3 Item 1 of the IFC, entitled “Group A-3,” is hereby amended:

903.2.1.3 Item 1. Replace the following language “12,000” with “6,000”.

- E. Subsection 903.2.1.4 Item 1 of the IFC, entitled “Group A-4,” is hereby amended:

903.2.1.4 Item 1. Replace the following language “12,000” with “6,000”.

- F. Subsection 903.2.4 of the IFC, entitled “Group F-1,” is hereby deleted and the following inserted in its place:

903.2.4 Group F-1 & Group F-2. An automatic Sprinkler system shall be provided throughout all buildings containing a Group F-1 or Group F-2 occupancies where one of the following conditions exists:

1. A Group F-1 or a Group F-2 fire area exceeds 6,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.

- G. Subsection 903.2.7 Item 1 of the IFC, entitled “Group M,” is hereby amended:

903.2.7 Item 1. Replace the following language “12,000” with “6,000”.

- H. Subsection 903.2.9 Item 1 of the IFC, entitled “Group S-1,” is hereby amended:

903.2.9 Item 1. Replace the following language “12,000” with “6,000”.

- I. Subsection 903.2.10 of the IFC, entitled “Group S-2 enclosed parking garages,” is hereby amended:

903.2.10 Item 1. Replace the following language “12,000” with “6,000”.

- J. Subsection 903.2.13 of the IFC, entitled “Group B,” is hereby added:

903.2.13 Group B and/or Group U. An automatic sprinkler system shall be provided throughout all buildings containing a Group B and/or Group U occupancy where a fire area that exceeds 6,000 square feet.

- K. Subsection 903.3.1.2.1 of the IFC, entitled “Balconies and decks,” is hereby deleted and the following inserted in its place:

903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwellings units and sleeping units. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6

inches below the structural members and a maximum distance of 14 inches below the deck of the exterior balconies and decks that are constructed open wood joist construction.

- L. Subsection 903.3.1.3.1 of the IFC, entitled “NFPA 13D amendments,” is hereby added:

903.3.1.3.1 NFPA 13D amendments. A minimum of one head shall be installed on the garage side of the door leading into the residence from an attached garage.

- M. Subsection 903.4.2 of the IFC, entitled “Alarms,” is hereby deleted and the following inserted in its place:

903.4.2 Sprinkler water flow notification. All fire sprinkler system installed in accordance with 903.3.1.1 or 903.3.1.2 shall be provided with occupant notification appliances that will automatically activate throughout the notification zones upon a sprinkler water flow.

Exception: NFPA 13D automatic sprinkler systems.

- N. Subsection 903.4.2.1 of the IFC, entitled “Exterior horn and strobe,” is hereby added:

903.4.2.1 Exterior horn and strobe. A listed and approved horn and strobe device, located on the front exterior of the building in an approved location and in close proximity to the buildings address, shall be connected to each automatic sprinkler system to serve the function of alerting arriving first responders of which building, or sprinkler system is in operation before staging firefighting activities. Such sprinkler waterflow alarm device shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

- O. Subsection 904.13.5.1.1 of the IFC, entitled “Existing systems UL300 compliance,” is hereby added:

904.13.5.1.1 Existing systems UL300 compliance. All existing dry-chemical and wet chemical extinguishing systems within the City of Everett shall comply with UL 300.

EXCEPTION: Private and public-school kitchens, without deep-fat fryers, shall be upgraded to a UL 300 compliant system during modernizations projects or where changes in the cooking media, positioning of cooking equipment or replacement of cooking equipment occur in existing commercial cooking systems.

- P. Subsection 904.13.5.4 of the IFC, entitled “Signage,” is hereby added:

904.13.5.4 Signage. When required by the fire code official, existing automatic fire-extinguishing systems shall be provided with signage on the exhaust hood or system cabinet, indicating the type of arrangement of cooking appliances protected by the automatic fire-extinguishing system. Signage shall indicate appliances from left to right, be durable, and the size, color, and lettering shall be approved.

- Q. Subsection 907.2 of the IFC, entitled “Where required – new buildings and structures,” is hereby deleted and the following inserted in its place:



907.2 Where required -new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provided occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Within the City of Everett and in addition to the provisions found in this code, all occupancies with a gross floor area exceeding 3,000 square feet shall be equipped with an approved fire alarm system which includes automatic smoke detection and occupant notification installed in accordance with Section 907.

EXCEPTIONS:

1. Buildings that are equipped throughout with an approved automatic fire sprinkler system.
2. Common wall residential buildings that consist of four or fewer units, that do not exceed two stories in height, that are less than 5,000 square feet in area, and that have a one-hour fire-resistive occupancy separation between units.

Not fewer than one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

EXCEPTIONS:

1. The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is open to the public.

R. Subsection 912.2 of the IFC, entitled "Location," is hereby deleted and the following inserted in its place:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. Unless otherwise approved by the fire code official, fire department connections shall be located more than 50 feet from a building to avoid any potential hazards to fire department personnel and equipment in the event of a fire. The location of fire department connections shall be approved by the fire code official.

16.03.100 Amendments to IFC Chapter 10, Means of Egress.

Adopted as amended by Washington State with the following local amendments:

A. Subsection 1004.10 of the IFC, entitled "Maximum occupant load," is hereby added:

1004.10 Maximum occupant load. The maximum number of occupants in an assembly occupancy as defined by this code may not exceed the occupant load determined in accordance with this section.



B. Subsection 1008.2.3 of the IFC, entitled "Exit Discharge," is hereby adopted.

16.03.110 Amendments to IFC Chapter 11, Construction Requirements for Existing Buildings.

A. Subsection 1103.5.3 of the IFC, entitled "Group 1-2, Condition 2," is hereby deleted and the following inserted in its place:

1103.5.3 Group I-2, Condition 2. In additions to the requirements of Section 1103.5.2, existing buildings of Group I-2, Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed as established by the adopting ordinance. Automatic sprinkler systems shall be installed no later than February 1, 2022.

16.03.120 Amendments to IFC Chapter 12, Energy Systems.

Adopted as amended by Washington State.

16.03.130 Amendments to IFC Chapter 20, Aviation Facilities.

Adopted as amended by Washington State.

16.03.140 Amendments to IFC Chapter 21, Dry Cleaning.

Adopted as amended by Washington State.

16.03.150 Amendments to IFC Chapter 22, Combustible Dust-Producing Operations.

Adopted as amended by Washington State.

16.03.160 Amendments to IFC Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages.

Adopted as amended by Washington State.

16.03.170 Amendments to IFC Chapter 24, Flammable Finishes.

Adopted as amended by Washington State.

16.03.180 Amendments to IFC Chapter 25, Fruit and Crop Ripening.

Adopted as amended by Washington State.

16.03.190 Amendments to IFC Chapter 26, Fumigation and Insecticidal Fogging.

Adopted as amended by Washington State.

16.03.200 Amendments to IFC Chapter 27, Semiconductor Fabrication Facilities.



Adopted as amended by Washington State.

16.03.210 Amendments to IFC Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities.

Adopted as amended by Washington State.

16.03.220 Amendments to IFC Chapter 29, Manufacture of Organic Coatings.

Adopted as amended by Washington State.

16.03.230 Amendments to IFC Chapter 30, Industrial Ovens.

Adopted as amended by Washington State.

16.03.240 Amendments to IFC Chapter 31, Tents, Temporary Special Event Structures and other Membrane Structures.

Adopted as amended by Washington State.

16.03.250 Amendments to IFC Chapter 32, High-Pile Combustible Storage.

Adopted as amended by Washington State.

16.03.260 Amendments to IFC Chapter 33, Fire Safety During Construction and Demolition.

Adopted as amended by Washington State.

16.03.270 Amendments to IFC Chapter 34, Tire Rebuilding and Tire Storage.

Adopted as amended by Washington State.

16.03.280 Amendments to IFC Chapter 35, Welding and Other Hot Work.

Adopted as amended by Washington State.

16.03.290 Amendments to IFC Chapter 36, Marinas.

Adopted as amended by Washington State.

16.03.300 Amendments to IFC Chapter 37, Combustible Fibers.

Adopted as amended by Washington State.

16.03.310 Amendments to IFC Chapter 38, Higher Education Laboratories.



Adopted as amended by Washington State.

16.03.320 Amendments to IFC Chapter 39, Processing and Extraction Facilities.

Adopted as amended by Washington State.

16.03.330 Amendments to IFC Chapter 40, Storage of Distilled Spirits and Wines.

Adopted as amended by Washington State.

16.03.330 Amendments to IFC Chapter 49, Fixed Guideway Transit and Passenger Rail Systems.

Adopted as amended by Washington State.

16.03.340 Amendments to IFC Chapter 50, Hazardous Materials – General Provisions.

Adopted as amended by Washington State.

16.03.350 Amendments to IFC Chapter 51, Aerosols.

Adopted as amended by Washington State.

16.03.360 Amendments to IFC Chapter 53, Compressed Gases.

Adopted as amended by Washington State.

16.03.370 Amendments to IFC Chapter 54, Corrosive Materials.

Adopted as amended by Washington State.

16.03.380 Amendments to IFC Chapter 55, Cryogenic Fluids.

Adopted as amended by Washington State.

16.03.390 Amendments to IFC Chapter 56, Explosives and Fireworks.

Adopted as amended by Washington State, with the following local amendments:

- A. Subsection 5601.1.3 of the IFC, entitled “Fireworks,” is hereby deleted and the following inserted in its place:

5601.1.3 Fireworks. It is unlawful for any person to store, sale, have possession of, handle, and or discharge fireworks of any kind including consumer grade firework, at any time, and at any location within the city limits of Everett.

Exceptions:



1. When permitted and approved by the fire marshal or designee, for public or approximate firework displays
2. When permitted and approved by the fire marshal or designee, discharging of consumer fireworks and such audible ground devices as firecrackers, salutes, and chasers may be allowed for use by religious organizations or private organizations or persons if purchased from a licensed manufacturer, importer, or wholesaler for the use on prescribed dates and locations, for religious or specific purposes.
3. Fireworks that have been seized by the city pursuant to 5601.7.1.

B. Subsection 5601.1.3.1 of the IFC, entitled “Violations and penalties” is hereby added:

5601.1.3.1 Violations and penalties. See Chapter 16.60.090 EMC.

C. Subsection 5601.2.2 of the IFC, entitled “Sale and retail display,” is hereby deleted and the following inserted in its place:

5601.2.2 Explosives, explosive materials or fireworks sales. It is illegal to offer for sale explosives, explosive materials or fireworks.

Exceptions:

1. The Fire Marshal is authorized to allow sales of explosives or explosive materials for activities such as demolition activities and fireworks for permitted public or approximate displays.
2. The use by law enforcement or emergency response agencies of devices that may fall within the definition of explosives, explosive materials or the definition of fireworks, when such devices are to be used in the furtherance of law enforcement or emergency response operations or training.
3. For the purposes of this chapter, small arms ammunition, small arms ammunition primers, smokeless powder not exceeding fifty pounds, and black powder not exceeding five pounds shall not be defined as explosives, unless possessed or used for a purpose inconsistent with small arms use or other lawful purpose.

D. Subsection 5601.2.4.2 of the IFC, entitled “Fireworks display” is hereby deleted and the following inserted in its place:

5601.2.4.2 Fireworks display. Except where a general license for public display has been granted pursuant to RCW 70.77.355, the applicant for a permit under Section 5608 shall include with the application evidence of a bond issued by an authorized surety company. The bond shall be conditioned upon the applicant’s payment of all damages to persons or property resulting from or caused by such display of fireworks, or any negligence on the part of the applicant or its agents, servants, employees or subcontractors in presentation of the display. Instead of a bond, the applicant may include a certificate of insurance evidencing the carrying of appropriate public liability insurance for the benefit of the person named therein as assured, as evidence of ability to respond in damages. The amount of the surety bond or certificate of insurance required by this section shall not be less than fifty thousand



dollars and one million dollars for bodily injury liability for each person and event, respectively, and not less than twenty-five thousand dollars for property damage liability for each event.

E. Subsection 5601.7.1 of the IFC, entitled "Seizure of fireworks" is hereby added:

5601.7.1 Seizure of fireworks. Fireworks seized pursuant to Section 5601.1.3 by the city fire marshal or designee or the chief of police or designee or the State Fire Marshal may be disposed of immediately.

Exceptions: Fireworks seized from any person for being sold, offered for sale, and or stored with the intent to sell may within 15 days after such seizure may wish to contest or petition the city fire marshal to return the fireworks seized upon the grounds that such fireworks were illegally or erroneously seized shall request a hearing pursuant to EMC Chapter 1.20.

F. Subsection 5608.2.1 of the IFC, entitled "Outdoor fireworks displays," is hereby deleted and the following inserted in its place:

5608.2.1 Outdoor fireworks displays. Outdoor fireworks displays also known as public displays shall conform to the following minimum standards and conditions:

1. All displays must be planned, organized, and discharged by a state-licensed pyrotechnician.
2. A permit must be obtained at least thirty days in advance of the proposed display from the Fire Marshal's Office and approved by the fire marshal or designee.
3. A drawing shall be submitted with the application to the Everett Fire Marshal's Office showing a plan view of the fireworks discharge site, the fallout zone, and surrounding area. The drawing shall include all structures, fences, barricades, streets, fields, streams, and any other significant factors that may be subjected to ignition or that may inhibit firefighting capabilities.
4. The fallout zones shall be determined by the most restrictive of the following criteria:
 - a. As per manufacturers recommendations.
 - b. Vertical mortars up to a 2-inch shell shall be 70 feet per inch of shell.
 - c. Vertical mortars greater than a 2-inch shell shall be 100 feet per inch of shell.
5. When, in the discretion of the fire marshal, such requirement is necessary to preserve the public health, safety and welfare, the permit may, at the direction of the fire marshal or designee, require that a Everett Fire Department suppression personnel and apparatus be on site 30 minutes prior to and after the conclusion of the display. All compensation for fire personnel and apparatus will be paid by the applicant.
6. All combustible debris and trash shall be removed by the applicant from the area of discharge for a distance of 300 feet in all directions.
7. Applicant shall dispose of all unfired or "dud" fireworks in a safe manner.
8. Applicant shall provide the fireworks discharge site a minimum of two 2A-rated pressurized water fire extinguishers and one fire blanket.
9. The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to any noncompliance or weather conditions such as extremely low humidity or wind factor. The display may also be canceled by accidental ignition of combustible or flammable material in the vicinity due to fall debris from the display.



10. Areas of public access shall be determined by the fire marshal or designee and maintained by the applicant in an approved manner.

G. Subsection 5608.2.2 of the IFC, entitled “Use of pyrotechnics before a proximate audience,” is hereby deleted and the following inserted in its place:

5608.2.2 Proximate displays. Proximate displays use special effect devices specifically designed to have little or no fallout and are primarily used for indoor events where the audience is close to the fireworks. Proximate displays shall conform to the following minimum standards and conditions:

1. All displays must be planned, organized, and discharged by a state-licensed pyrotechnician.
2. A permit must be obtained at least thirty days in advance of the proposed display from the Fire Marshal’s Office and approved by the fire marshal or designee.
3. A permit application shall include but not limited to the following:
 - a. U.S. Department of Justice - Federal Explosives License/Permit (18 U.S.C. Chapter 40).
 - b. Pyro-technicians (operator) State License.
 - c. Pyro-technicians (operator) Resume/Work Experience.
 - d. Lead Pyro-technicians (operator) & Property Owner on-site representative contact information.
 - e. Description of the Pyrotechnic Effects.
 - f. Description of the Flame Effects.
 - g. Diagram of the stage plot plan showing effects placement.
 - h. Material Safety Data Sheets.
 - i. Certifications that the set, Scenery and rigging materials and inherently flame-retardant or have been treated to achieve flame retardancy.
4. When, in the discretion of the fire marshal, such requirement is necessary to preserve the public health, safety and welfare, the permit may, at the direction of the fire marshal or designee, require that a Everett Fire Department suppression personnel and/or Fire Marshal personnel be on site prior to and after the conclusion of the display. All compensation for fire personnel and apparatus will be paid by the applicant.
5. The permit may be immediately revoked at any time deemed necessary by the fire marshal or designee due to any noncompliance. The display may also be canceled by accidental ignition of combustible or flammable material in the vicinity due to fall debris from the display.

H. Subsection 5608.3 of the IFC, entitled “approved fireworks displays,” is hereby deleted and the following inserted in its place:

5608.3 Approved fireworks displays. The approved fireworks shall be arranged, located, discarded and fired in a manner that will not pose a hazard to property or endanger any person.

I. Subsection 5608.4 of the IFC, entitled “Clearance,” is hereby deleted and the following inserted in its place:

5608.4 Clearance. Spectators, spectator parking areas, and dwellings, buildings or structures shall not be located within the outdoor display site.



J. Section 5609 of the IFC, entitled “Temporary storage of consumer fireworks” is hereby deleted.

16.03.400 Amendments to IFC Chapter 57, Flammable and Combustible Liquids.

Adopted as amended by Washington State.

16.03.410 Amendments to IFC Chapter 58, Flammable Gases and Flammable Cryogenic Fluids.

Adopted as amended by Washington State.

16.03.420 Amendments to IFC Chapter 59, Flammable Solids.

Adopted as amended by Washington State.

16.03.430 Amendments to IFC Chapter 60, Highly Toxic and Toxic Materials.

Adopted as amended by Washington State.

16.03.440 Amendments to IFC Chapter 61, Liquefied Petroleum Gases.

Adopted as amended by Washington State with the following local amendments:

A. Subsection 6104.2 of the IFC, entitled “Maximum capacity within established limits,” is hereby deleted and the following inserted in its place:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L) and shall comply with the Everett Zoning Code Title 19.

16.03.450 Amendments to IFC Chapter 62, Organic Peroxides.

Adopted as amended by Washington State.

16.03.460 Amendments to IFC Chapter 63, Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids.

Adopted as amended by Washington State.

16.03.470 Amendments to IFC Chapter 64, Pyrophoric Materials.

Adopted as amended by Washington State.

16.03.480 Amendments to IFC Chapter 65, Pyroxylin (Cellulose Nitrate) Plastics.

Adopted as amended by Washington State.



16.03.490 Amendments to IFC Chapter 66, Unstable (Reactive) Materials.

Adopted as amended by Washington State.

16.03.500 Amendments to IFC Chapter 67, Water-reactive Solids and Liquids.

Adopted as amended by Washington State.

16.03.510 Amendments to IFC Chapter 80, Referenced Standards.

Adopted as amended by Washington State.

16.03.520 Amendments to IFC Appendix A, Board of Appeals.

This appendix is not adopted.

16.03.530 Amendments to IFC Appendix B, Fire-Flow Requirements for Buildings.

Adopted as amended:

- A. Table B105.2 Footnote (a) of the IFC, entitled "REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 BUILDINGS AND TOWNHOUSES," is hereby amended:

Table B105.2 Footnote (a). Replace the following language "1,000" with "1,500".

16.03.540 Amendments to IFC Appendix C, Fire Hydrant Locations and Distribution.

This appendix is not adopted.

16.03.550 Amendments to IFC Appendix D, Fire Apparatus Access Roads.

Adopted as amended:

- A. Appendix D of the IFC, entitled "Fire Apparatus Access Roads," is hereby deleted and the following inserted in its place:

APPENDIX D

FIRE APPARATUS ACCESS ROADS

SECTION D101

GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the Everett Fire Code.



SECTION D102 WHERE REQUIRED

D102.1 Required. Approved fire apparatus access roads shall be provided and maintained for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Detached single-family dwellings and/or duplexes that are located more than 150 from a public road measured by an approved route from the public road to the closest point of the structure, it shall be proved with a fire apparatus access road complying with the requirements of this section.

Exceptions: The fire code official is authorized to increase the dimension of 150 feet where any of the following conditions occur:

1. When there are not more than two detached single-family dwellings or duplexes, or Group U occupancies being served by a private access and the buildings are quipped throughout with an approved NFPA 13D automatic fire sprinkler system the fire code official may increase the dimension of 150 feet to 300 feet.
2. When fire apparatus access roads cannot be installed because of locations of property, topography, waterways, nonnegotiable grades or other similar conditions, an approved alternative means of fire protection may be proposed to be evaluated by the fire code official.

D102.2 High-piled storage. Fire Department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32.

D102.3 Additional access. The fire code official is authorized to require two separate and approved fire apparatus access roads in accordance with Subsection D102.3 through D102.3.4. Where two fire apparatus access roads are required, the access roads shall comply with Subsection D102.3.5.

D102.3.1 Potential impairment. Projects that have the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

D102.3.2 Commercial and industrial developments. Commercial and industrial developments shall have not fewer than two means of approved fire apparatus access roads where any of the following exist:

1. Buildings or facilities exceeding 30 feet or three stories in height.
2. Buildings or facilities having a gross building area of more than 62,000 square feet.

D102.3.3 Multiple-family residential developments. Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

Exception: Projects having up to 200 dwelling units shall have not fewer than one approved fire apparatus access road where all buildings, including nonresidential occupancies, are equipped throughout with an approved



automatic sprinkler systems installed in accordance with Section 903.3.1.1 or 903.3.1.2. If more than 200 dwelling units, the project shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

D102.3.4 One- or two-family residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

D102.3.5 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Specifications. All fire apparatus access roads shall comply with the minimum specifications found within this section. The fire code official shall have the authority to require or permit modifications to the required access specifications where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives or the jurisdiction.

D103.2 Dimensions. Fire apparatus access roads shall have an unobstructed width in accordance with Table D103.2.

TABLE D103.2
REQUIREMENTS FOR WIDTHS, DEAD-ENDS, AND TURNAROUND ON FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)			TURNAROUNDS REQUIRED
	No Parking	Parking on One Side (Parallel)	Parking on Both Sides (Parallel)	
0-150	20	26	32	Not Required
151-500	20	26	32	Required in accordance with Figure D103.9
501-750	26	32	38	Required in accordance with Figure D103.9
Over 750	Special Approval Required			

Exception:

1. Aerial fire apparatus access roads shall have a minimum unobstructed width in accordance with Table D104.2.
2. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders for not less than 20 feet in length.

D103.3 Vertical Clearance. Fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches.

D103.4 Surface. Fire apparatus access roads shall be designed, constructed and maintained to support the imposed loads of not less than 75,000 pounds and shall be constructed of asphalt, concrete or other approved all-weather driving surface.

D103.5 Turning radius. The required turning radius of a fire apparatus access road shall have a 35-foot minimum inside turning radius and a 55-foot minimum outside turning radius.

D103.6 Grade. The grade of the fire apparatus access road shall not exceed ten percent (10%) and the cross slope of the road section or within a turnaround area shall not exceed five percent (5%).

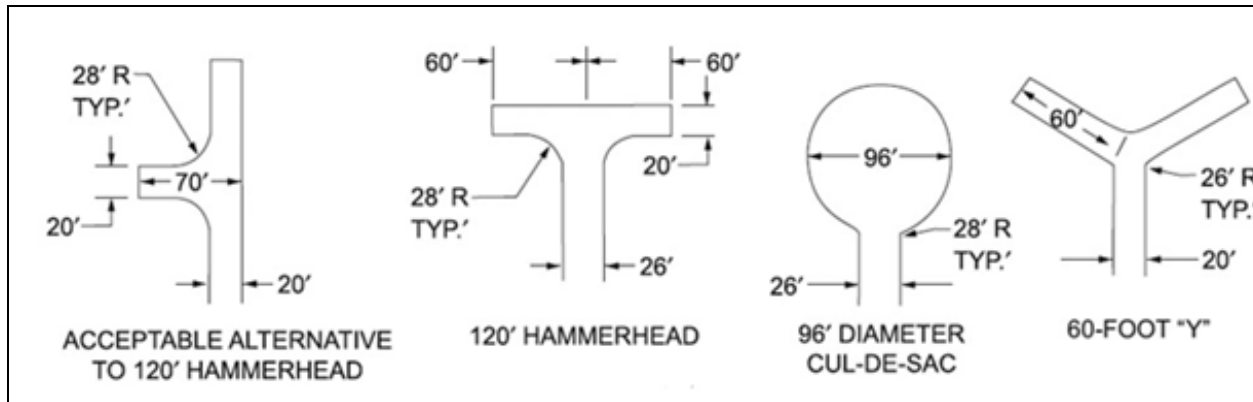
D103.7 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall not exceed a five percent (5%) change along any ten (10) foot section.

D103.8 No parking. A fire apparatus access road or fire lane shall not be obstructed by parking and have a minimum unobstructed width (exclusive of shoulder) of not less than provisions in accordance with Table D103.2.

D103.8.1 Markings. Where parking is prohibited the fire apparatus access road shall be provided with approved markings in accordance with Section D106.

D103.9 Bridges and elevated surfaces. Where a bridge, utility vault, or an elevated surface is part of a fire apparatus access road, the bridge, utility vault, or elevated surface shall be constructed and maintained in accordance with specifications established by the fire code official and the City Engineer, or their designees; at a minimum, however, the bridge or elevated surface shall be constructed and maintained in accordance with AASHTO Standard Specifications for Highway Bridges. Bridges, vaults, and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of a 30 ton or greater fire apparatus, the total imposed load to be determined by the fire code official. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for the use, approved barriers or approved signs, or both, shall be installed and maintained, if required by the fire code official.

FIGURE D103.10
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND



SECTION D104

AERIAL FIRE APPARATUS ACCESS ROADS

D104.1 Where required. Where the vertical distance between the grade plan and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. For the purpose of this section, the highest roof surface shall be determined by measurements to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D104.2 Two access roads. Buildings that require aerial fire apparatus access roads are required to provide two separate and approved fire apparatus access roads in accordance with Subsection D102.3.

D104.3 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width in accordance with Table D104.3.

TABLE D104.3

REQUIRED WIDTH OF AERIAL FIRE APPARATUS ACCESS ROADS

NO PARKING	PARKING ON ONE SIDE (Parallel)	PARKING ON BOTH SIDES (Parallel)
26 feet	34 feet	42 feet

D104.4 Proximity to building. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

D104.5 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

SECTION D105

GATES AND BOLLARDS

D105.1 Gates and bollards. Gates or bollards securing a fire department access road are subject to



permit approval by the fire code official and shall comply with all of the criteria found in this Section.

D105.2 Gates. All gates shall be installed and maintained in accordance with Section D105.1 though D105.2.6 and any other provisions found in other codes or ordinances for the City of Everett.

D105.2.1 Width. All gates shall have a minimum unobstructed width of 20 feet.

D105.2.2 Types of gates. Gates shall be of the swinging or sliding type, chain gates or cable gates are not approved methods.

D105.2.3 Setbacks. Entry gates shall be setback from the nearest curb line of any public or private street to provide a minimum 30 feet from face of curb or from back of sidewalk when there is a sidewalk, as to not obstruct vehicular or pedestrian traffic. In cases where the gate swings in the direction of the staged fire apparatus the additional distance shall be accounted for and the setback increased.

D105.2.4 Manually operated gates. All manually operated gates shall be designed to remain in the open position when left unattended. Manual gates shall be provided with an approved method for emergency access complying with one of the following:

1. High security padlock (Knox Brand) keyed to the Everett Fire Department emergency access keyway.
2. Installation of a Knox rapid access key box containing the gate key. If a key box is used, it shall be installed on a gate support pillar or post adjacent to the gate. The box must be visible to anyone approaching the gate at all times.

D105.2.5 Electronically operated gates. Gates electronic controlled shall have both a fire department override key switch (Knox) and an automatic traffic control-activation strobe light sensor (Tomar) complying with Section D105.2.5.1 though D105.2.5.2.

D105.2.5.1 Override key switch. Activation of an approved key switch shall open the gate/gates to the fully open position within 10 seconds and remain in the open position until reset by EFD personnel.

D105.2.5.2 Automatic traffic control-activation strobe sensor. Approved automatic traffic control-activating strobe light sensor shall be capable of detecting emergency vehicle pulsing strobe lights (Tomar) from any direction of vehicle approach (interior and exterior), overriding all commands and opening the gate(s). In the event of a power failure, including battery back-up, the gate(s) shall automatically open, by spring tension or other non-electrical method, or the gate must be capable of being pushed open without additional steps having to be performed.

D105.2.6 Maintenance. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

D105.3 Bollards. All bollards shall be installed and maintained in accordance with Section D105.1 and D105.3.1 though D105.3.5 and any other provisions found in other codes or ordinances for the City of



Everett.

D105.3.1 Type. Bollards when used to limit access to a fire department access roadway or fire lane shall be collapsible/fold down type.

Exception: Other types of bollards may be approved on a case by case basis by the fire code official.

D105.3.2 Locks. Bollards shall be locked using an external frangible/breakable padlock capable of being removed by means of a forcible entry tool.

D105.3.3 Dimensions. Bollard dimensions shall be 2 inches in thickness and a minimum of 6 inches in width, with a height of 30 to 48 inches. When the bollard is in its collapsed or folded down position, it shall have a clearance not higher than 3 ½ inches.

D105.3.4 Color. Bollards shall be yellow in color unless otherwise approved by the fire code official.

D105.3.5 Maintenance. Bollard shall be maintained in an operative condition at all times and replaced or repaired when defective.

SECTION D106

MARKINGS

D106.1 Marking. Fire apparatus access roads shall be marked whenever necessary to maintain the unobstructed minimum required width or roadways. Subject to the fire code official's approval, marked fire apparatus access roads, or "fire lanes" as defined within this code, may be established or relocated at the time of plan review, pre-construction site inspection, and/or post construction site inspection as well as any time during the life of the occupancy. Fire lanes shall be directed by the fire code official with the markings indicated in this section:

D106.2 Curb markings. Fire apparatus access roads established by the fire code official shall be indicated by curb markings in accordance with D106.2.1 and D106.2.2.

D106.2.1 Red curbs. Curbs shall be identified by red traffic paint, and the striping method shall comply with the following:

1. Squared curbs shall be provided with a 6-inch-wide stripe on the top and front, extending the length of the designated fire lane.
2. Rolled curbs shall be provided with a 6-inch-wide stripe on the curb, extending the length of the designated fire lane.
3. Lanes without curbs shall be identified with a 6-inch-wide stripe on the pavement, extending the length of the designated fire lane.
4. Only those fire apparatus access roads established by the fire code official can utilize red marking paint with the term "fire lane".

D106.2.2 Lettering on curbs. In addition to curbs being identified in red traffic paint, there shall also be "FIRE LANE – NO PARKING" painted in white traffic paint placed on the red curbs that



comply with the following:

1. Lettering shall be a minimum of 4 inches tall with thick letter font for clear and easy reading.
2. Stencil shall be centered on curb face between fire lane signs.
3. When a fire hydrant is present the stencil shall be centered directly in front of the hydrant.
4. Stenciling shall be spaced evenly between "NO PARKING" signs with a maximum distance between stenciling of no greater than 75 feet.

D106.3 Signs. Fire apparatus access roads established by the fire code official shall be indicated approved signs in accordance with D106.3.1 and D106.3.2.

D106.3.1 Specifications. Fire apparatus access road markings shall include the addition of metal signs complying with all of the following:

1. Metal construction 12 inches wide by 18 inches high.
2. Red letters on a white reflective background.
3. Sign shall read "NO PARKING – FIRE LANE – TOW AWAY ZONE – EMC 46.28.130".
4. The letters indicating "NO PARKING" and "FIRE LANE" shall be not less than 2 inches in height.
5. The letters indicating "TOW AWAY ZONE" shall be no less than 1 inch in height.
6. The letters indicating "EMC 46.28.130" shall be no less than ¾ inch in height.

D106.3.2 Sign placement. Placement of "NO PARKING – FIRE LANE – TOW AWAY ZONE" signs shall comply with the following:

1. Where the total length of the restricted area is less than 75 feet, a minimum of one sign is required to be placed in the center of the area.
2. In restricted areas with a total length greater than 75 feet a minimum of two signs are to be required with the first located at the beginning of the restricted area with an arrow pointing towards the restricted area and the second located at the end of the restricted area with an arrow pointing back into the restricted area.
3. Additional signs are required to comply with a maximum distance between signs of no greater than 75 feet.

D106.4 Diagonal striping. Where a fire apparatus access turnaround is required or in areas designated by the fire code official, diagonal striping across the width of the access road shall be used in conjunction with painted curbs and fire lane signs.

D106.4.1 Dimensions. Diagonal striping shall be painted using red traffic paint and stripes shall be a minimum of 6 inches in width and 24 inches apart from one another at an angle of 30 to 60 degrees. The words "NO PARKING – FIRE LANE" shall be painted in white traffic paint using 3-inch stroke, 18 inches height letters.

D106.5 Alternate paving markings. Fire apparatus access roads and or turnarounds that use paving systems that allow grass to grow in between structural elements that support a fire truck shall be



directed by the fire code official.

D106.5.1 Curbing. A concrete curb framing in the fire lane area where it is safe for apparatus to drive on painted in red traffic paint and having "FIRE LANE" lettering painted in white traffic paint located on the curb top and face.

D106.5.2 Signs. A minimum of one fire lane sign shall be posted at each entrance and/or exit to the land. The fire lane signs shall comply with the following:

1. Metal construction sign 12" inches wide by 18" inches high.
2. Red letters on a white reflective background.
3. Sign shall read "FIRE LANE" and have a symbol of a fire apparatus with a green bar beneath it.
4. The symbol of the fire apparatus with the green bar beneath it shall take up no less than 2/3 of the sign space.

D106.6 Alternate materials and methods. The fire code official may modify, on a case-by-case basis, any of the marking provisions in this section where practical difficulties exist. Modifications requests shall be submitted in writing to the fire code official setting forth a suggested alternative.

SECTION D107

OBSTRUCTIONS AND TRAFFIC CALMING DEVICES

D107.1 Obstructions. Fire apparatus access roads shall not be obstructed in any manner including the parking of vehicles. The minimum widths and clearances established in this Table D103.9 shall be maintained at all times.

D107.2 Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the fire code official.

16.03.560 Amendments to IFC Appendix E, Hazard Categories.

Adopted in its entirety.

16.03.570 Amendments to IFC Appendix F, Hazard Ranking.

Adopted in its entirety.

16.03.580 Amendments to IFC Appendix G, Cryogenic Fluids – Weight and Volume Equivalents.

Adopted in its entirety.

16.03.590 Amendments to IFC Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions.

Adopted in its entirety.



16.03.600 Amendments to IFC Appendix I, Fire Protection Systems – Noncompliant Conditions.

Adopted in its entirety.

16.03.610 Amendments to IFC Appendix J, Building Information Sign.

This appendix is not adopted.

16.03.620 Amendments to IFC Appendix K, Construction Requirements for Existing Ambulatory Care Facilities.

This appendix is not adopted.

16.03.630 Amendments to IFC Appendix L, Requirements for Fire Fighter Air Replenishment Systems.

This appendix is not adopted.

16.03.640 Amendments to IFC Appendix M, High-Rise Building – Retroactive Automatic Sprinkler Requirement.

This appendix is not adopted.

16.03.650 Amendments to IFC Appendix N, Indoor Trade Shows and Exhibitions.

Adopted in its entirety.

From: [Craig Skotdal](#)
To: majorg@evha.org
Cc: chrisn@evha.org; [Cassie Franklin](#); [DL-Council](#); [Yorik Stevens-Wajda](#); [Dan Fernissee](#)
Subject: [EXTERNAL] Everett Park District Project
Date: Wednesday, February 28, 2024 9:29:34 AM
Attachments: [image001.png](#)
[2024.02.28 Everett Housing Authority Letter.pdf](#)

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.

Executive Director Galloway:

Thanks for the opportunity to comment on the Everett Park District Project.

I have attached a letter that highlights my questions and concerns.

I appreciate your service to our community and look forward to your reply.

Sincerely,
Craig



Craig Skotdal
President | Asset Management
craig@skotdal.com

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February 28, 2024

Major Galloway, III - Executive Director
Everett Housing Authority
3107 Colby Avenue
Everett, WA 98201

RE: Everett Park District Project

Dear Mr. Galloway,

I am an advocate for the Everett Housing Authority's mission to serve the affordable housing needs of our community. As such, I am writing to share some questions and concerns about the Park District Project with a goal of ensuring the EHA can fulfill its purpose in Everett for decades to come. I don't pretend to have all the answers, but I do have some experience in developing market rate housing in Everett over the last 20 years.

- To start, the scope of this project is massive: 1,500 units to be developed in phases over ten years. For perspective, this is roughly equal to the number of market rate rental housing units that have been developed in North Everett over the last 20 years.¹ One potential concern is that if the EHA floods the market with more units than demand will support, it will make private sector projects less feasible. Excess supply could temporarily suppress rents, make financing less viable for existing properties and new construction, and require new projects in permitting to pause development until the market reaches equilibrium.
- The proposed height of the residential towers (15 stories!) is not supported in the Everett market. The most common type of multi-family construction in Everett's urban center is the 5-over-2 podium design (5 floors of wood frame over 2 floors of concrete) – the most effective method for increasing unit density and lowering construction costs. Development above eight stories requires concrete and steel construction, which is significantly more expensive. The only way to build such costly towers would be to charge rents comparable to Seattle and Bellevue's urban centers. While the EHA receives favorable financing terms and operates as a non-profit, there would still be a significant sustainability gap – especially if such funding comes with prevailing wage requirements.
- Leaving aside the feasibility of building 1,500 units in ten years or constructing 15-story residential towers, I wonder why the Everett Housing Authority is choosing to build market rate apartments itself versus making the land available for the private sector to accomplish the same objective. For example, the EHA could adopt the Port of Everett's successful

¹ Peninsula Apartments (62 Units), Library Place (200 Units), Lumen Apartments (108 Units), Waterline Apartments (221 Units) Aero Apartments (102 Units), Kinect @ Broadway (140 Units), Waterfront Place (266 Units), Marquee Apartments (77 Units), Nimbus Apartments (165 Units), Riverview Apartments (203 Units) / Total: 1,544 Units

approach in developing Waterfront Place by creating a master plan for the Park District and making parcels available for private development that fit the overall vision. Diversifying the buildout of the Park District among multiple experienced developers would reduce EHA's liability exposure, financial risk, and execution risk.

- Another argument for allowing the private sector to develop the market rate housing portion of the Park District is to ensure that our community benefits from the potential property tax revenue in the years ahead. To give you one example, here is the 2024 property tax benefit from Library Place, a 200-unit development in Downtown Everett:

District	2024 Rate	2024 Amount
Central Regional Transit Authority	0.16	\$6,031.29
City of Everett	1.90	\$69,409.38
Everett School District No. 2	3.58	\$131,064.48
Port of Everett	0.19	\$6,893.49
Snohomish County - CNT	0.50	\$18,461.00
State	2.25	\$82,387.51
Total	8.59	\$314,247.15

- Assuming 1,200 of the Park District's proposed 1,500 housing units (80%) are developed as market rate apartments by private sector partners, the non-EHA portion of the project could generate approximately \$1,885,482 per year in real estate tax revenue. In this scenario, the Everett School District would receive approximately \$786,386 per year and the City of Everett would receive \$416,456 per year – based on current property values.
- Separately, I understand the EHA is the only stakeholder in Downtown Everett that is not participating in the Downtown Improvement District. When the Business Improvement Area (BIA) was expanded in 2018 to include the Broadway Plaza complex, the Everett Housing Authority refused to join the City, County, Imagine Children's Museum, Historic Everett Theatre, Everett History Museum, non-profit organizations, faith-based organizations, and private property owners in funding the essential clean and safe programs that help make Everett's urban center a vibrant place to live and work. This doesn't reflect the high standard of stewardship that the EHA is promising to the Delta neighborhood.

Lastly, if I were serving as an EHA commissioner, here are a few questions I would ask:

- Have we completed a market analysis that supports the number and type of housing units that we propose to build in the desired time frame? Does the market analysis reflect current market rents in Everett or aspirational / inflation adjusted rents? Can the market absorb the proposed EHA units and private sector units at the same time?
- Have we obtained a per unit construction cost estimate for the different types of housing that we propose to build, e.g. townhome, 5-over-2 podium, concrete and steel tower, etc. Have we obtained a per stall construction cost of building underground parking versus surface parking? How do these estimated costs compare with the estimated income per unit that we expect to receive?

- Given the EHA's sources of financing, estimated construction costs, and projected revenue, does the project pencil out? If any of these variables changes by 10% - 20% is the project still financially sustainable? How will the EHA cover the financial burden if any phase of the project does not go as planned? What are the potential impacts to Everett taxpayers?
- Does the EHA team have the knowledge, experience, and capacity to successfully manage and implement a project at this scale without additional overhead costs associated with hiring outside experts or contracted personnel?
- Has the EHA considered the economic impact to the Everett community if the market rate housing portion of the project remains off the public tax rolls?

Again, I share these questions and concerns from a position of respect and support for the Everett Housing Authority's mission and role in our community.

David Packard, the co-founder of HP, frequently offered a warning to business school students that he mentored at Stanford University: "Most companies die of indigestion versus starvation." While this is an important business lesson, it also applies to individual investors, non-profit organizations, and government agencies. As someone who supports the EHA's long-term success, I ask that you be mindful of Packard's warning as well.

Sincerely,

Craig Skotdal

Craig Skotdal
President

CC: EHA Board of Commissioners
Mayor Cassie Franklin
Everett City Council
Everett Planning Director Yorik Stevens-Wajda
Economic Development Director Dan Eernisse

From: [Deckhand Todd](#)
To: [DL-Council](#)
Subject: [EXTERNAL] Re: Port of Everett concern
Date: Wednesday, February 28, 2024 4:13:53 PM

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.

Oh and one more thing I deeply apologize but even though my boat is in their dry storage area I still keep getting a bill in the mail for late charges that keep racking up causing the entire bill to be more than it has to be. I can't afford this bill unless I do it in small payments every month which I did present that to the Port but again refused.

On Wed, Feb 28, 2024, 4:10 PM Deckhand Todd <toddherman63@gmail.com> wrote:

Good afternoon Council Members my name is Todd Herman and I'm emailing you folks a big concern I have regarding the Port of Everett and how they been handling my situation regarding my previous vessel and my current one. I'll do my best to make this short but I wanted to address as much detail as I can without taking up too much time. I'm going to begin with my previous vessel which was a sailboat that I had and one weekend my two daughters and I made plans for a Saturday to sail from Shilshol Bay Marina motor on over to Kingston so we could have lunch at their favorite pizza place then sail up and around Hat Island and back to Shilshol. We didn't quite make it to Hat Island because the engine had failed and the wind was blowing in a direction that would have put us in the Mukilteo Ferry lane so I radioed the CG for help and they came and tied us up to them but CG policy states that if my vessel is not within the vicinity of its home Port policy states they have to tow you to the nearest port and the Port of Everett was the nearest port. They towed us in and tied us up at, at the time I wasn't aware it was the Ports guest dock. Several days had passed till I finally found out why my engine failed due to overheating. My raw water intake system was clogged but by the time I found this out there were two envelopes attached to my boat telling me I owe the Port for guest moorage fees. I had explained to the Port that my vessel broke down and the Coast Guard tied me up here I didn't come here as a guest I was towed here per CG policy. So since I was unable to pay the now past due fee they chained my boat up and said if you leave Port we'll unchain your boat. I told them I haven't fixed the problem yet and next thing I know I'm being issued a no trespassing order from the Port. So they threatened to call Everett PD if I didn't leave so without the repairs done I left and broke down again and once again the CG had to tow me in but this time they boarded my vessel and inspected it and they ordered what's called a COTP (Captain of the Port) order meaning my vessel cannot leave this Port until the necessary repairs and the other discrepancies were corrected. The following day I was approached by Port security telling me I'm trespassing and they will notify Everett PD if im not gone in 10 minutes. I told them I'm under Port order and can't leave and they said that's doesn't matter your trespassing and this no trespass order trumps that Port order. The CG told me if my boat leaves this Port without the corrections made I am now a safety hazard not only to myself but the environment and other boaters and can be arrested and my vessel impounded yet the Port of Everett is telling me if I don't leave in ten minutes I'll be arrested so either way no matter which choice I made I risk going to jail. So now I'm caught in the middle of a huge dispute between the Ports trespass order and the CGs Port order and who has authority over who. So I wound up leaving Port because they were already on the phone with Everett PD letting them know im trespassing so I took a huge chance and left Port. I got down just a tad passed the Port of Edmonds before my motor couldn't take it any longer so I anchored it 50 yards

off shore went to shore and went home. The following day Edmonds PD calls me and asked me if I knew that my vessel had ran aground I said what no I didn't. Come to find out the record breaking low tide we had last July sent my sailboat up on the rocks and I never was able to recover it because I couldn't find any help. It wound up being scrapped later on. 4 months went by and I discovered a 1982 Bayliner Explorer on Craigslist for free so I responded and met with the owners where? The Port of Everett. The boat was in slip A-19 until the end of October which I still had a week left to find out what was wrong with the inboard motor. The end of October approached and I got a message from the previous owners asking me how things were going and I said im still working on it and out of the kindness of their heart they called the Marina Office to pay for an additional two weeks to allow me more time to get things going and to notify them of the vessels ownership change etc etc. During that entire two weeks nobody from the Port bothered to come tell me that I'm not allowed here and need to leave. When I still couldn't figure out the inboard issue I went home and brought my outboard motor to mount on the back so I could get the boat out of the slip because those two weeks was nearing its time so I took the boat out into the canal for a small test run and my outboard failed and caused me to drift to the northern most guest dock. I spent about an hour looking over the motor before the weather got bad but couldn't pinpoint the problem. I came back very early the next morning to find once again a trespass notice, a bill for the past due fees from my sailboat and the one night this boat sat plus an abandonment notice attached to my boat. Security came up to me and said if your boat isn't gone by noon it's scheduled to be hauled away and impounded. I still couldn't figure out the outboard issue but to sum the rest of this up quickly they put my boat back in the water and gave me several hours to try and fix it and leave. By the time it was for me to leave I finally found out what was wrong but the Marine Supply store had already closed and I couldn't get the part I need so I Jerry rigged something that I thought would work and it did up until I hit the entrance of the marina and it died again causing me to once more drift to the dock. Prior to this security told me that the slip A-19 was terminated 4 days ago and I said well nobody bothered to notify me of that not the previous owners or anyone from the Port until now the last minute. So they once again hauled my current boat away issued me two no trespass orders in the same day by two different people and now they won't release my boat unless I get a trailer to move it off the property. I've been busting my buns trying to find someone with a 26 ft trailer and so far have been unsuccessful. Being a single father with two daughters I can't afford to buy let alone rent one. One day on the Everett Neighbors site online I posted asking for some help. One guy responded saying if I can prove I'm a veteran which I did he'll help with 500 dollars. After I received that money I tried calling, left messages with the Port staff, emailed them asking if I put 500 dollars towards this past due bill would you possibly consider putting my boat back in the water after I fix it so I can take it to Kingston where my daughters and I will be residing on until the VA sorts out the huge mess with our VA housing. Every voicemail, email and phone call were left unanswered and finally someone emailed me and said all future correspondence has to go through their attorney. At this point I wasn't sure what to do or think but they refused the money and kept telling me to get a trailer and that's where we are right now. The Port won't speak to me, they won't respond to any of my emails. Their attorney keeps saying the same thing that the Port's counter offer is remove my boat by trailer. I have a contact at Bayside Marine that offered to check out my outboard motor at no charge because he understands my situation but I'm trespassed and can't go to my boat to bring Bayside my motor. The Port of Everett staff especially security have been treating me as if I committed a felony or what not. They also haven't played by their own rules and regulations they put out and the rule and regulation in concern is listed in section D-1 under operable vessels and the Port has not granted me anything in that section and that

would apply to my previous vessel and my current one. I called them out on this matter only to get ignored. All I want is my boat back so I can move on and move forward and put all this behind me but they are definitely making very difficult for me to do that within my financial capacity. The unfair and unjust treatment I've gotten from the Port is all over a past due bill which I honestly and personally feel I shouldn't have to pay considering in the beginning where this all started I didn't ask to be put in at the Port of Everett after breaking down its CG policy that they brought me there then Port ordered me to stay put until I corrected everything. I never not once wanted or asked for any of this to escalate to where it's at now and I've done everything I could to comply with the Port on getting my boat off Port property and gone but they aren't doing me any favors by treating me like they have not to mention punishing my current vessel for the past due bill my previous vessel generated. Anyway Council thank you very much for taking the time to read my concern and am praying that something can be done to resolve this matter peacefully and respectfully and hopefully some things can change so that any boaters in the future don't have to endure the same nightmare I'm still going through.



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: 2/28/24
NAME (required): Chelsea Gray
CITY (required): Everett ZIP (required): 98201
EMAIL (optional): chelsea.gray@live.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: Cyber threats + Policing



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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: 2/28/24

NAME (required): Joe Downes

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: Clark Park



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

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

DATE: 2/28/24

NAME (required): SARAH OLSON

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

EMAIL (optional): olson_sarah@comcast.net PHONE (optional): 206/200-5578

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: Budget / Revenue options



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: 2-28-24

NAME (required): John Taylor

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

EMAIL (optional): GrinchDragon@gmail.com PHONE (optional): 425-791-9038

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 Tired of going to Jail



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: 2/28/24

NAME (required): Lane A Forhan

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

EMAIL (optional): _____ PHONE (optional): None

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?

anytime & off topic

☐ 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: Homeless ness & housing