



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, June 26, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: June 12, 2024

Mayor's Comments: Swear In Police Officers: Bryan Cruz, Ruben Oviedo

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,844,436.28 For The Period Ending June 1, 2024 Through June 7, 2024.

Documents:

[RES CLAIMS PAYABLE JUN 1, 2024 - JUN 7, 2024.PDF](#)

(2) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,184,917.15 For The Period Ending June 8, 2024 Through June 14, 2024.

Documents:

[RES CLAIMS PAYABLE JUN 8, 2024 - JUN 14, 2024.PDF](#)

(3) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,502,202.15 For The Period Ending June 1, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 12.PDF](#)

(4) Authorize The Mayor To Sign The Agreement With PST Investigations For Background Investigations Of Firefighter Candidates.

Documents:

[2024 PST INVESTIGATIONS AGREEMENT.PDF](#)

(5) Adopt A Resolution Declaring A 2016 Peterbilt 220 Schwarze A7 Street Sweeper, H0054, Surplus And Authorizing Sale At Public Auction.

Documents:

[2016 PETERBILT SALE.PDF](#)

(6) Adopt Resolution Awarding The Reservoir 3 Phase 1 Replacement Project To IMCO General Construction, Inc.

Documents:

[IMCO-RES NO. 3 PHASE 1 REPLACE-RESO TO AWARD.PDF](#)

(7) Authorize The Mayor To Sign The Professional Services Agreement With Kimley-Horn And Associates, Inc. For The Safe Streets For All Safety Action Plan In The Amount Of \$985,451.97.

Documents:

[KIMLEY-HORN- SAFETY STREET 4 ALL-PSA.PDF](#)

(8) Authorize The Mayor To Sign The 2024 King County Biosolids Storage License Agreement.

Documents:

[KING COUNTY-2024 BIOSOLIDS STORAGE LICENSE AGREEMENT.PDF](#)

(9) Adopt A Resolution Declaring A 2009 Toyota Prius, P0316, Surplus And Authorizing Sale At Public Auction.

Documents:

[2009 TOYOTA PRIUS SALE.PDF](#)

(10) Award The Construction Contract For The Police Facilities Upgrades Project To Viking Construction Group In The Amount Of \$370,095.00.

Documents:

[POLICE FACILITIES UPGRADES BID AWARD.PDF](#)

(11) Accept The 2023 Pavement Maintenance Overlay As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[REECE CONSTRUCTION-2023 PAVEMENT MAINTENANCE OVERLAY-FINAL ACCEPTANCE.PDF](#)

(12) Authorize The Mayor To Sign A Professional Service Agreement With Triangle Associates, Inc. To Provide Classroom Presentations In The Everett Water Service Area For A Maximum Amount Of \$540,100.

Documents:

[TRIANGLE-EVT CLASSROOM PRESENTATIONS-PSA.PDF](#)

(13) Adopt Resolution Approving Amendments To The Snohomish County 911 Interlocal Agreement.

Documents:

[SNO911 INTERLOCAL AGREEMENT AMENDMENT RESOLUTION.PDF](#)

(14) Authorize Staff To Apply For And If Awarded Authorize The Mayor To Sign All Necessary And Required Documents To Accept The Emergency Management Performance Grant In The Amount Of \$53,611.

Documents:

[EMERGENCY MANAGEMENT GRANT.PDF](#)

PUBLIC HEARINGS & PROPOSED ACTIONS ITEMS:

(15) CB 2405-10 – 2nd Reading – Adopt An Ordinance Relating To The Park District, Adopting A Planned Development Overlay Under Chapter 19.29 EMC And Approving A Development Agreement. (3rd & Final Reading 7/10/24)

Documents:

[CB 2406-10.PDF](#)
[6.26.24 PARK DISTRICT PRES.PDF](#)

(16) CB 2405-11 – 2nd Reading – Adopt An Ordinance Adopting An Amendment Related To The Park District Development To The Everett Comprehensive Plan. (3rd & Final Reading 7/10/24)

Documents:

[CB 2406-11.PDF](#)

(17) CB 2405-12 – 2nd Reading – Adopt An Ordinance Vacating Larch, Hemlock, And Fir Streets Lying South Of 12th Street And North Of 14th Street In The Plat Of Baker Heights. (3rd & Final Reading 7/10/24)

Documents:

[CB 2406-12.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

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

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

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

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

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

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period Jun 1, 2024 through Jun 7, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Government	(2,625.60)	101	Parks & Recreation	32,276.26
007	Human Resources	517.08	110	Library	9,834.80
009	Misc Financial Funds	296,860.98	112	Community Theater	20,250.00
015	Information Technology	1,126.86	114	Conference Center	1,200.00
018	Communications, Mktg & Engag	1,305.00	119	Public Works-Street Improv	1,320.97
024	Public Works-Engineering	7,821.28	120	Public Works-Streets	5,767.76
031	Police	15,313.52	145	Real Property Acquisition	85,125.65
038	Facilities/Maintenance	401.00	146	Property Management	18,851.20
			148	Cum Reserve-Parks	976.00
TOTAL GENERAL FUND		\$ 320,720.12	152	Cum Reserve-Library	9,981.49
			153	Emergency Medical Service:	96,712.86
			155	Capital Reserve Fund	41,201.63
			156	Criminal Justice	2,284.53
			162	Capital Projects Reserve	462.89
			197	CHIP Loan Program	19,001.73
			198	Community Dev Block Gran	16,693.00
			303	PW Improvement Projects	196,791.31
			336	Water & Sewer Sys Improv I	1,016,001.73
			342	City Facilities Construction	7,008.75
			354	Parks Capital Construction	21,374.01
			401	Public Works-Utilities	155,638.44
			425	Public Works-Transit	234,999.07
			430	Everpark Garage	18,904.94
			440	Golf	19,539.40
			501	MVD-Transportation Service	102,243.75
			505	Computer Reserve	178,113.95
			507	Telecommunications	4,142.79
			637	Police Pension	31,015.86
			638	Fire Pension	22,036.00
			661	Claims	121,448.77
			670	Custodial Funds	32,516.62
			TOTAL CLAIMS		\$ 2,844,436.28

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President

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 June 01, and checks issued June 07, 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	12,844.44	6,938.84
003	Legal	95,485.58	28,364.90
004	Administration	52,087.10	12,029.35
005	Municipal Court	77,315.94	25,595.58
007	Personnel	60,650.71	18,159.44
010	Finance	109,830.18	34,203.75
015	Information Technology	115,100.62	37,696.28
018	Communications and Marketing	24,463.66	7,588.55
021	Planning & Community Dev	126,139.74	39,437.57
024	Public Works	223,972.22	72,957.50
026	Animal Shelter	58,003.34	23,820.15
030	Emergency Management	10,764.80	3,515.28
031	Police	1,247,619.20	311,855.79
032	Fire	780,231.05	209,182.41
038	Facilities/Maintenance	112,561.69	42,018.75
101	Parks & Recreation	170,565.69	62,045.87
110	Library	123,885.52	41,957.60
112	Community Theatre	8,654.25	2,129.51
120	Street	72,004.25	27,501.34
153	Emergency Medical Services	434,363.40	107,753.73
197	CHIP	11,771.43	3,492.98
198	Community Dev Block	3,839.53	1,274.50
401	Utilities	898,647.97	338,755.04
425	Transit	537,651.93	196,696.92
440	Golf	47,755.06	14,664.83
501	Equip Rental	85,992.85	31,755.20
		<u>\$5,502,202.15</u>	<u>\$1,701,391.66</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President



City Council Agenda Item Cover Sheet

Project title: 2024 PST Investigations Agreement

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 06/26/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Human Resources

Contact person:

Michael Duerr

Phone number:

425.257.8767

Email:

mduerr@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: 2024 PST Investigations Agreement

Partner/Supplier: PST Investigations

Location: N/A

Preceding action: N/A

Fund: 032 Fire, 153 EMS

Fiscal summary statement:

The estimated cost is in the approximate amount of \$2,000 - \$3,000 per candidate.

Project summary statement:

PST Investigations is a third-party vendor that conducts background investigations for numerous jurisdictions in Washington State. The Everett Fire Department requires the continued use of PST Investigations' services to conduct background investigation for prospective Firefighter applicants on an ongoing, as-needed basis. Neither the Fire Department nor the Human Resources Department currently has the available staff to conduct the in-depth background investigations needed for prospective Firefighters.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Agreement with PST Investigations for background investigations of Firefighter candidates.



SPECIALIZED SERVICES AGREEMENT

WHEREAS *PST Investigations* is a skilled provider of pre-employment background investigations, workplace investigations, and other services to public agencies, political subdivisions, and

WHEREAS the Client agency (the "Client"), either directly or through a civil service commission, tests, evaluates, ranks, and hires law enforcement officers and corrections officers, and other public safety positions in the performance of its public safety functions, and

WHEREAS the Client desires to contract for new or additional services as set forth herein, NOW, THEREFORE

PST Investigations, a division of Public Safety Testing, Inc. (the "Contractor") and the City of Everett, WA (the "Client"), do enter into this Agreement under the terms and conditions set forth herein.

1. **Description of Basic Services:**

The term of this Agreement is from July 1, 2024 to June 30, 2026.

The Client shall pay the Contractor only for services requested by the Client and performed by Contractor in accordance with this Agreement. Such payment shall be full compensation for services performed, including, but not limited to, all labor, materials, supplies, equipment, independent Contractor costs, and incidentals necessary to complete the services. The maximum total of payments to Contractor by Client under this Agreement, including all fees and expenses and compensation of any kind whatsoever, is **\$100,000**. This \$100,000 is a maximum amount and not a guaranteed amount. The total paid to Contractor will be based on services actually requested by Client and completed by Contractor. This Agreement guarantees no specific amount of services will be requested by Client, and the determination of which services and how many services the Client will request is at the Client's sole discretion.

The Contractor will provide or coordinate independent service providers to perform the following services to the Client, on its request, and at its direction: Background

Investigation and Report: This service is described in the attached Exhibit A, incorporated by this reference as fully as if herein set forth.

- 1.1 The Client requires the candidate to submit a financial credit report as part of their background investigation, unless Client directs otherwise.
- 1.2 The estimated annual salary (plus anticipated overtime, but without benefits) for this position is **above \$75,000.**
- 1.3 For each background investigation, the Client requests the following (unless otherwise noted, most entry-level background investigations' reference interviews will be conducted via telephone):

(check all that apply)

- ☐ Onsite visit to current employer. No onsite visit to the current employer is authorized if the candidate's current employer is more than 100 miles away from the Client unless first authorized by the Client.
- ☐ Personal visit to the candidate's home; interview spouse/significant other/roommates, etc.
- ☐ Personal visit to the candidate's neighborhood. Interview neighbors, etc. A personal visit to the candidate's out-of-state neighborhood is authorized so long as it can be accomplished during the same travel occurrence as the personal visit to the candidate's home. Otherwise, no travel out of state for this purpose is authorized without prior approval by Client.

2. Professional Fees:

The following professional fees for the Contractor or independent service provider shall apply:

2.1 Background Investigation and Reporting

- a) Records/data checks for candidates that reside or have resided outside of the State of Washington may be higher, depending on the State.

Records/Data checks	2024	2025	2026
	\$150	\$158	\$166

b) Education Verification Report

Education Verification Report	2024	2025	2026
	\$43	\$45	\$47

c) **Investigative, interviews, administrative, and follow-up work at the following rates:**

PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS	2024	2025	2026
Entry/Lateral Candidates*	\$77/hour	\$80/hour	\$84/hour
Mid-Manager Candidates*	\$102/hour	\$106/hour	\$111/hour
Executive-level Candidates	\$120/hour	\$125/hour	\$131/hour
*Expedited Pre-employment Background Requests (excluding Executive-level background requests)	20% increase		

2.1.1. Under the Fair Credit Reporting Act, candidates are entitled to dispute any item's completeness or accuracy in their file. If this occurs, the Contractor will conduct a reasonable reinvestigation at no charge to the Client if the Contractor initially reported the disputed information or reasonably could have uncovered the disputed completeness or accuracy with due diligence.

2.1.2 The Contractor's actual costs incurred for travel, meals (excluding alcohol), lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative fees. Washington State sales tax is NOT charged. The Contractor shall provide receipts and/or invoices for all travel- costs for which Contractor seeks reimbursement. The reasonableness of the expenses shall be determined by the Chief of Police or his/her designee.

Any out-of-state travel for investigative purposes will require pre-approval by the Client.

- 2.2 The Contractor will invoice the Client following completion of described services on behalf of the Contractor or an independent service provider. The Client will make payment within 30 days of receipt of the invoice.

Direct Deposit (ACH Enrollment). Clients are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for direct deposit payments (ACH enrollment).

Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. Such a fee aims to cover the Contractor's credit card processing fees.

3. Warranties and Reservations:

- 3.1 Each service provided pursuant to this Agreement shall be conducted and provided in accordance with generally accepted practice in the relevant

industry. The Contractor shall comply with state and federal statutes. No other warranty, express or implied, is provided by the Contractor.

- 3.2 The Contractor shall maintain complete written records of its files pertaining to candidates for two years following the background, in accordance with the Fair Credit Reporting Act statute of limitations. The Contractor expressly agrees and warrants that the Contractor has acquired all tests and written materials utilized in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.
- 3.3 The Contractor retains a right of co-ownership to its work product produced under this contract, limited to the uses stated in paragraphs 3.3.1-3.3.3.

3.3.1 If the Client requests a background investigation within 60 days of completing a background investigation for another agency of the same candidate, the Client agency will receive a 25% discount for the investigation report. The report itself may require updating based on the Client's needs.

3.3.1.1 If the Client requests additional work beyond the original background investigation, such additional work and related expenses will be charged directly to the Client.

3.3.2 If another agency requests a background investigation within 60 days of completing a background investigation of the same candidate conducted for the Client, the Client will receive a 25% rebate or credit.

3.3.3 If an agency requests a background investigation on a candidate with an ongoing investigation with the Contractor for another agency, the Contractor will complete the background investigation for the original requesting agency. Two (2) weeks after the report is submitted to the original requesting agency, the report will be sent to the second agency.

4. Certifications:

- 4.1 Consumer Reports: The Client is aware that the Fair Credit Reporting Act applies to background checks conducted by third-party investigators. Therefore, in accordance with the Fair Credit Reporting Act, the Client makes the following certifications to the Contractor:

4.1.1. The Client certifies that it seeks the information in the background check provided by the Contractor for employment purposes.

4.1.2. The Client further certifies that the Client will not use the background check for any purpose except for employment purposes.

4.1.3. The Client also certifies that before taking an adverse action based in whole or in part on the background check, the Client shall provide to the

candidate oral, written, or electronic notice of the adverse action and a description in writing of the rights of the candidate under the Fair Credit Reporting Act, as written by the Federal Trade Commission. And provide to the candidate orally, in writing, or electronically the Contractor's name, address, and telephone number. The Contractor will provide a copy of the candidate's rights under the Fair Credit Reporting Act at the time the background check is provided to the Client.

4.1.4. The Client is further required to certify that prior to procuring a background check from the Contractor, the Client will (a) make a clear and conspicuous disclosure in writing to the candidate for employment in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (b) obtain from the candidate for employment an authorization in writing that the Client may procure a background check. However, the Contractor shall act as the Client's agent to make this disclosure and obtain the candidate's authorization. The disclosure and authorization will be obtained during the candidate's application process with the Contractor.

4.2 Investigative Consumer Reports: The Client is aware that an "investigative consumer report" means a background check in which information on the candidate's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the candidate or with others with whom he or she acquires or who may have knowledge concerning any such items of information. If the Client has requested such interviews to take place, the Client makes all of the certifications contained in Section 4.1 above and the following additional certifications:

4.2.1. The Client certifies that it will comply with Section 606(b) of the Fair Credit Reporting Act, which provides that the Client shall, upon written request made by the candidate within a reasonable period after the receipt of the disclosure made pursuant to Section 4.2.2 below, make a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure must be made in writing, mailed, or otherwise delivered to the candidate not later than five days after the date on which the request is received.

4.2.2. The Client is further required to certify that it has clearly and accurately disclosed to the candidate that an investigative consumer report, including information as to their character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made and that such disclosure has been or will be delivered to the candidate not later than three days after the date on which the report was first requested. The Client further certifies that the disclosure will include a statement informing the consumer of their right to request the additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act. However, the Contractor shall act as the Client's agent for the purposes of making this

disclosure. The disclosure will be made during the candidate's application process with the Contractor.

5. Independent Contractor:

The Contractor is an independent contractor. Any and all agents, employees, or contractors of the Contractor shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency, or contractual relationship between the Client and any employee, agent, or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless:

To the extent of the Contractor's negligence, breach of this Agreement, intentional misconduct, or violation of applicable law, the Contractor shall defend, indemnify, and hold harmless the Client from and against any and all claims, lawsuits, or liability arising from this Agreement.

7. Termination: The Contractor and the Client may withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 3.2 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as the consent of the candidate tested by the Contractor remains in effect.

8. Entire Agreement, Amendment: This Agreement contains the complete and integrated understanding and agreement between the parties related to the subject matter herein and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. This Agreement may only be amended by written amendment executed by Mayor of the City of Everett for Client and by an authorize representative of Contractor for Contractor.

9. Miscellaneous Provisions:

9.1 Audits and Inspections. At any time during normal business hours and as often as the Client may deem necessary, the Contractor shall make available to the Client for the Client's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the Client to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

9.2 City of Everett Business License. Contractor agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

9.3 State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue

account and/or unified business identifier number as required by state law prior to performing any work pursuant to this Agreement.

- 9.4 **Compliance with Federal, State, and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
- 9.5 **Compliance with the Washington State Public Records Act.** Contractor acknowledges that the Client is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the Client are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the Client or Contractor. Contractor shall cooperate with the Client so that the Client may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the Client, Contractor shall deliver to the Client copies of all records relating to this Agreement or relating to the Work that the Client determines qualify as the Client's public records under the Act. If the Client receives a public records request relating to this Agreement or relating to the Work, the Client shall seek to provide notice to Contractor at least ten (10) days before the Client releases records pursuant to such public records request, but in no event will the Client have any liability to Contractor for any failure of the Client to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the Client from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this Section 9.5.
- 9.6 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 9.7 **Employment/Conflict of Interest.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Further, it is recognized that Contractor may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the services. Contractor agrees to resolve any such conflicts of interest in favor of the Client.

- 9.8 **Waiver.** Any waiver by the Contractor or the Client or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 9.9 **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- 9.10 **Signature/Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution and delivery of this Agreement by the parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or other e- signature method.

This Agreement is dated this _____ day of _____, 2024.

CITY OF EVERETT, WA

**PST INVESTIGATIONS
PUBLIC SAFETY TESTING, INC.**

By: _____

By: _____
Date

Print: Cassie Franklin

Print: Jon F. Walters, Jr.

Its: Mayor

Its: President

Point of Contact: Michael Duerr

Greg Wilson

Director of Investigation

Title: Assistant Human Resources Director

20818 44th Ave W, STE 160

Lynnwood, WA 98036

Address: 2930 Wetmore Ave Suite

425.741.8872 / 425.7876.9615

City/State/Zip: Everett, WA 98201

Telephone: 425.257.8767

Invoicing Preference (select one):

☒ US Postal Service Mail

☐ Electronic via email @ _____

Subscriber's Contact for Billing

(Please complete if different from the contact information above)

Contact: Michael Duerr

Address: 2930 Wetmore Ave Suite 5A

Title: Assistant Human Resources Director

City/State/Zip: Everett, WA 98201

Agency: City of Everett

Telephone: 425.257.8767

Email: mduerr@everettwa.gov

EXHIBIT A

BASIC BACKGROUND INVESTIGATIONS

SCOPE OF WORK

1. PST discusses the department's scope of work, essential attributes to screen for, etc.
2. The candidate completes the Personal History Statement, notarizes signatures, completes the necessary waiver and notification forms, and submits them to PST. PST reviews information provided, PHS, etc.
3. PST conducts records/data checks
 - Public Records Check¹
 - WA Criminal history conviction information
 - Pending convictions and/or outstanding warrants
 - Federal Court Check
 - Sex Offender Registration
 - Credit Check/Prior Address History
 - SSN Verification
 - Department of Licensing Records (driver's license) (may be submitted by candidate)
4. Personal History Questionnaire (PHQ) completed by the applicant online.
5. One-on-one comprehensive in-person interview with the candidate.
6. For entry-level candidates, telephone interviews of significant references (approx. 6-12 telephonic interviews). May conduct in-person or onsite interviews as requested by the client agency. Second-tier references may also be contacted as necessary.
 - For management/executive and lateral candidates, on-site visits will be conducted. They will visit current/past agencies and meet with coworkers, supervisors, subordinates, government officials, citizens, community leaders, etc.
7. Summary Report to the Client
 - Summary of interviews
 - Findings
 - Records check reports
 - Personal History Statement
 - Personal History Questionnaire Report
 - Documents, Certificates
8. PST meets with Client staff – debrief (optional)

CONSIDERATIONS

- The Client will notify PST of any issues or areas they may want to examine closely on any candidate.
- The Client is aware that the Fair Credit Reporting Act (FCRA) applies to background checks conducted by third-party investigators. The Client must provide a copy of the background check report to a candidate before taking an adverse employment decision based on the reports/records. As a third-party investigator, the FCRA prohibits PST from reporting certain adverse information beyond seven (7) years (for positions with an annual salary under \$75,000).
- PST is a licensed Private Investigative Agency in the State of Washington.
- PST will contact the Client at any point during a candidate's background investigation when potentially disqualifying information is obtained. The Client will advise PST on how to proceed at that point.
- The Client will provide PST with any relevant information on each candidate, such as a copy of the Client's employment application completed by the candidate, waivers, special requests, etc.
- PST personnel have extensive investigation and/or law enforcement investigative experience. PST investigators are WA-licensed unarmed Private Investigators.

¹ 1 Client is required to run checks on government databases that Contractor does not have access to, such as WACIC, NCIC, DOL, etc.

Project title: Adopt a Resolution Declaring a 2016 Peterbilt 220 Schwarze A7 Street Sweeper Surplus and Authorizing Sale at Public Auction

Council Bill #**Agenda dates requested:**

June 26, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

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

Resolution

Department(s) involved:Procurement & Motor
Vehicles**Contact person:**

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2016 Peterbilt 220 Schwarze A7 Street Sweeper (H0054) Surplus and Authorizing Sale at Public Auction ring a**Partner/Supplier:****Location:****Preceding action:****Fund:** 401 Utilities**Fiscal summary statement**

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department owns a 2016 Peterbilt 220 Schwarze A7 Street Sweeper (H0054). It has 8466 hours on it and is scheduled to be replaced based on excessive wear, its age, maintenance cost, and maintenance cost scoring.

H0054 has an estimated surplus value of \$75,000 and has been replaced by a 2024 Peterbilt 220 Schwarze A7 Street Sweeper (H0081).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2016 Peterbilt 220 Schwarze A7 Street Sweeper, H0054, surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2016 Peterbilt 220 Schwarze A7 Street Sweeper (H0054) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2016 Peterbilt 220 Schwarze A7 Street Sweeper (H0054), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2016 Peterbilt 220 Schwarze A7 Street Sweeper (H0054);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: RESOLUTION Awarding the Reservoir 3 Phase 1 Replacement Project to IMCO General Construction, Inc.

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 06/26/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution; Bid Results

Department(s) involved:

Public Works, Legal

Contact person:

Souheil Nasr

Phone number:

425-257-2710

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Reservoir 3 Replacement – Phase 1

Partner/Supplier: IMCO General Construction, Inc.

Location: 6107 Berkshire Dr, Everett

Preceding action: Call for Bids Mar 27, 2024

Fund: 336 – Water/Sewer System Improvements

Fiscal summary statement:

The funding source for the design phase of Reservoir 3 Replacement project will be Fund 401 – Water and Sewer Utility Fund. The programmed available funding for the project is \$62,300,000.

Project summary statement:

On May 21, 2024, four bids were received and opened. The bid summary form is attached. The low responsive bidder is IMCO General Construction, Inc. of Ferndale, WA.

Reservoir No. 3 was originally constructed over 100 years ago as a below grade square concrete reservoir with a capacity of 20 million gallons (MG). A structural assessment on the reservoir determined that the reservoir is susceptible to structural failure during a significant seismic event. The overall project will ultimately replace the existing reservoir and will be implemented in two separate construction contracts. This Phase 1 will construct an 8 MG reservoir which will be immediately followed by Phase 2 which will remove the existing reservoir and construct a second 12+ MG reservoir.

The award is \$27,977,792.50, which includes sales tax.

As previously explained, phase 2 of this project will incorporate a Project Labor Agreement.

Recommendation (exact action requested of Council): Adopt Resolution awarding the Reservoir 3 Phase 1 Replacement Project to IMCO General Construction, Inc.



RESOLUTION NO. _____

A RESOLUTION Awarding the Reservoir 3 Phase 1 Replacement Project to IMCO General Construction, Inc.

WHEREAS,

- A. The City Council authorized a call of bids for the Reservoir 3 Phase 1 Replacement Project on March 27, 2024.
- B. Bids were received on May 21, 2024, summarized as follows:

Bidder	Bid
IMCO General Construction, Inc.	\$27,977,792.50
Harbor Pacific Contractors, Inc.	\$29,233,400.00
Walsh Construction Company II, LLC	\$30,920,677.78
Anvil Builders, Inc.	\$37,972,428.20

- C. IMCO General Construction, Inc. is the lowest responsive and responsive bidder. The purpose of this resolution is to award the project to IMCO.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Reservoir 3 Phase 1 Replacement Project is awarded to IMCO General Construction, Inc. in the amount of \$27,977,792.50, which includes sales tax. This resolution and this award are effective as of July 1, 2024. This effective date is for all purposes, including without limitation RCW 39.04.320.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2024.

Council President

Project title: Safe Street for all Safety Action Plan

Council Bill #

Project: Safe Streets and Roads for All: Safety Action Plan

Partner/Supplier: Kimley Horn and Associates, Inc.

Location: Citywide

Preceding action: None

Fund: Fund 024 – Engineering and Public Services Fund

Agenda dates requested:

6/26/2024

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Fiscal summary statement:

This project is funded by a Safe Streets and Road for All (SS4A) grant program with 10% city matching funds. The Professional Services Agreement (PSA) is for a maximum total of \$985,451.97.

Project summary statement:

The City of Everett is seeking professional services for the creation of a City of Everett Safety Action Plan in accordance with the requirements of the US Department of Transportation's (USDOT) Safe Streets and Roads for All program. The focus of the Safety Action Plan will be safety for all roadway users and reduction or elimination of roadway fatalities and serious injuries. This project will help identify feasible roadway safety improvement projects and strategies. The plan will collect data, develop a high-risk network, provide policy solutions, and develop prioritized safety projects. It will also create and execute a robust engagement plan that focuses on the community at large with emphasis on underserved communities, local businesses, and neighboring governing bodies. Finally, the consultant will create a final report detailing their findings, solutions, and the engagement plan.

This Safety Action Plan will establish eligibility for future implementation grants through the SS4A program.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Safe Streets for All Safety Action Plan in the amount of \$985,451.97.

Initialed by:

RLS

Department head

Administration

Council President



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Kimley-Horn and Associates, Inc.
	2828 Colby Ave Suite 200
	Everett, WA 98201
	Brent.crowther@kimley-horn.com
City Project Manager	Corey Hert, City Traffic Engineer
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	chert@everettwa.gov
	Deliver a Safe Streets and Roads for All: City of Everett Safety Action Plan meeting requirements of the SS4A grant program
Completion Date	December 31, 2025
Maximum Compensation Amount	\$985,451.97

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Jerry Noyola
	770-220-7699
	jerry.noyola@greyling.com or greylingcerts@greyling.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Agreed Amendments to General Provisions	<p>The attached General Provisions are amended as follows:</p> <p>The first sentence of <u>Section 10</u> is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory.”</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

KIMLEY-HORN AND ASSOCIATES, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brent Crowther

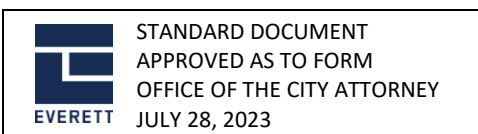
Signer's Email Address: brent.crowther@kimley-horn.com

Date

Title of Signer: Project Manager

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so

engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act,

whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.1)**

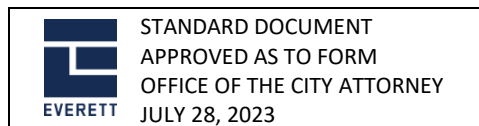


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

See attached scope of work.

City of Everett, WA
SAFETY ACTION PLAN
SCOPE OF WORK
June 10, 2024

Prepared by:
Kimley-Horn and Associates, Inc.
Contact: Brent Crowther
Brent.crowther@kimley-horn.com
Direct: 385-420-0941
Mobile: 520-429-6868

BACKGROUND

City of Everett (CITY) is seeking to develop a Safe Streets and Roads for All: City of Everett Safety Action Plan (SAP). The purpose of the SAP is to develop a holistic, well-defined strategy to reduce roadway fatalities and serious injuries in the City of Everett. The SAP will analyze safety needs, identify high-risk locations and factors contributing to crashes, and prioritize strategies to address them. The SAP will be structured to identify and prioritize safety needs within the City of Everett.

The SAP will support future applications for Implementation Grants from the United States Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) program. Grant applications are not included as part of this scope of work.

PLANNING STRUCTURE

The SAP will be prepared in collaboration with the following:

- *Project Management Team (PMT)*: comprised of the CITY Project Manager, Kimley-Horn Project Manager, Kimley-Horn Project Director, anticipated to meet bi-weekly.
- *Extended Project Team*: City Project Manager, Kimley-Horn Project Manager, Kimley-Horn Project Director, DKS Project Manager, PRR Project Manager.
- *Steering Team*: five to eight individuals, comprised of representatives from City staff, Transportation Advisory Committee, and law enforcement, emergency medical services, and administration, anticipated to meet monthly to report study progress, and present analysis approach, issues, and solutions. The Steering Team will lead and be responsible for SAP Implementation upon study conclusion.
- *Stakeholders*: City of Everett engineering and planning representatives, WSDOT, stakeholders representing 4-Es of Safety: engineering, enforcement, emergency services, and education. Stakeholders will convene four times during SAP development: Workshop #1 (Safety Launch), Workshop #2 (Safety Analysis), Workshop #3 (Strategy and Project Type Recommendations), and Workshop #4 (Draft SAP Report).

SS4A REQUIREMENTS

The SAP will be prepared to meet requirements for an Action Plan Grant Application. CONSULTANT and CITY both assume that the 2025 SS4A Self-Certification Eligibility Worksheet will remain unchanged from the 2024 Worksheet (<https://www.transportation.gov/grants/ss4a/self-certification-worksheet>). The Action Plan must be able to satisfy in the affirmative, items 3, 7, and 9 below. In addition, the Action Plan must be able to satisfy in the affirmative at least four of the items 1, 2, 4, 5, 6, and 8 below. This scope of work includes activities related to each of the required elements, and each of the four optional elements.

SS4A Self-Certification Eligibility Worksheet

<i>(1) Are both of the following true?</i>	<ul style="list-style-type: none"> • <i>Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?</i> • <i>Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date?</i>
<i>(2) To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?</i>	
<p>REQUIRED</p> <p><i>(3) Does the Action Plan include all of the following:</i></p>	<ul style="list-style-type: none"> • <i>Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region</i> • <i>Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types</i> • <i>Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users)</i> • <i>A geospatial identification (geographic or locational data using maps) of higher risk locations.</i>
<i>(4) Did the Action Plan development include all of the following activities?</i>	<ul style="list-style-type: none"> • <i>Engagement with the public and relevant stakeholders, including the private sector and community groups</i> • <i>Incorporation of information received from the engagement and collaboration into the plan</i> • <i>Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.</i>
<i>(5) Did the Action Plan development include all of the following?</i>	<ul style="list-style-type: none"> • <i>Considerations of equity using inclusive and representative processes</i>

	<ul style="list-style-type: none"> • <i>The identification of underserved communities through data</i> • <i>Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics.</i>
<i>(6) Are both of the following true?</i>	<ul style="list-style-type: none"> • <i>The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and</i> • <i>The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.</i>
REQUIRED <i>(7) Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, time ranges when projects and strategies will be deployed, and explain project prioritization criteria?</i>	
<i>(8) Does the plan include all of the following?</i>	<ul style="list-style-type: none"> • <i>A description of how progress will be measured over time that includes, at a minimum, outcome data.</i> • <i>The plan is posted publicly online.</i>
REQUIRED <i>(9) Was the plan finalized and/or last updated between 2017 and 2022?</i>	NOTE: <i>This requirement is anticipated to be changed to 2018 to 2025.</i>

STUDY AREA

The SAP study area includes City of Everett, WA incorporated boundaries. Study area includes arterials, collectors, and local roads.

SCOPE OF WORK

CONSULTANT will complete the following tasks leading to a SAP.

Task 1: Project Management

Purpose: *Monitor scope, schedule, and budget to complete the SAP within schedule, communicate with the City Project Manager regarding project status, discuss action items.*

CONSULTANT will conduct project management activities throughout the project:

1. Regular communication with the City project manager (assume 2-hrs/week)
2. Bi-Weekly Extended PMT meetings (virtually, 38 PMT meetings)
3. Review progress to date against the project budget and schedule
4. Manage subconsultant progress, schedule, and invoicing
5. Prepare monthly invoices (submitted monthly, 18 invoices)

Deliverables: *Meetings, agendas, and summaries as applicable; monthly invoice; progress report; schedule updates.*

Task 2: Planning Structure

Purpose: *Plan and conduct SAP Steering Team meetings and Planning Team Workshops.*

CONSULTANT will plan and conduct the following meetings:

1. Steering Team meetings (monthly, 18 virtual meetings)
2. SAP Workshops:
 - SAP Workshop #1 – Safety Launch: See Task 3.1.
 - SAP Workshop #2 – Safety Analysis: See Task 4.4
 - SAP Workshop #3 – Strategy and Project Type Recommendations. See Task 8.2
 - SAP Workshop #4 – SAP Report/Implementation/Moving Forward. See Task 9.2

Task 3: Leadership and Goal Setting

Purpose: *Engage stakeholders to establish a Safety Commitment Resolution.*

3.1 SAP WORKSHOP #1 (SAFETY LAUNCH)

CONSULTANT will plan for and conduct SAP Workshop #1 (Safety Launch). The workshop is intended to lay the foundation to build a Vision Zero culture at all levels of City leadership, and policymakers. The 2-hour workshop will introduce the project and its desired outcomes to local government elected officials, staff, and safety stakeholders. Information for a Safety Commitment Resolution will also be provided for the Launch. Stakeholders will be asked to provide comments and input to inform the Safety Commitment Resolution. The meeting is anticipated to be held in-person at City of Everett.

CONSULTANT will identify stakeholders to attend SAP Workshop #1 with input from the PMT.

CONSULTANT will prepare a stakeholder invitation list for review by City and Steering Team.

Stakeholder attendees are anticipated to consist of the following:

- City of Everett Staff:
 - Emergency Medical/Fire Department
 - Engineering
 - Planning
 - Police Department
- City of Everett Leadership
 - Executive Leadership
 - Elected officials
- Snohomish County
 - Public Works
 - Sheriff's Office
 - Health Department
- School Districts
 - Mukilteo School District

- Everett School District
- State of Washington
 - Washington State Department of Transportation (Traffic/Safety)
 - Washington State Patrol
- Transit:
 - Community Transit
 - Sound Transit
 - Everett Transit
- Others to be identified
 - Community-based organizations
 - Advocacy organizations

CONSULTANT will distribute meeting invitations to the stakeholder list. CONSULTANT will provide meeting invitations to CITY for distribution through other available City channels.

CONSULTANT will prepare for, attend, and conduct the Safety Launch meeting. CONSULTANT will prepare meeting materials anticipated to include a PowerPoint presentation, Menti-based survey, and table-top roll plots .

CONSULTANT will document input received at the meeting.

CITY will provide facilities to conduct the workshop at no charge to the CONSULTANT.

3.2 SAFETY COMMITMENT RESOLUTION

CONSULTANT will prepare a Safety Commitment Resolution. The Safety Commitment Resolution will establish a goal for reducing fatalities and serious injuries. The goal will include a timeline for reducing or eliminating roadway fatalities and serious injuries. The goal is proposed to support the Zero Fatalities goal established by Washington State Strategic Highway Safety Plan.

CONSULTANT will present the Safety Commitment Resolution to the Steering Team for comment and approval.

CONSULTANT will address one round of consolidated written comments from Steering Team on the Safety Commitment Resolution.

CONSULTANT will assist CITY to present the Safety Commitment Resolution to City Council at a City Council Meeting/Work Session (see Task 3.4).

3.3 COUNCIL/COMMITTEE PRESENTATIONS

CONSULTANT will brief the City Council and Transportation Committee about the SAP development at the following milestones.

- City Council
 - Safety Commitment Resolution
 - Final Report presentation
- Transportation Committee
 - Safety Commitment Resolution
 - Final Report presentation

Deliverables: *SAP Workshop #1/Safety Launch, invitations, agendas, meeting summary, presentation to Council/Committees (up to 4).*

Task 4: Safety Analysis

Purpose: *Analyze existing data and trends on all paved public arterial, collector, or local streets to identify jurisdiction-specific emphasis areas that represent a substantial proportion of fatalities and serious injuries; identify contributing factors, risk factors, high-risk locations with associated risk factors, and potential systemic improvements.*

4.1 DATA COLLECTION

CONSULTANT will acquire crash data from the most recent five-years available (anticipated 2019-2023), from the Washington State Department of Transportation database. It is assumed that crash data will be provided in an electronic format with latitude and longitude information, along with all attributes from the crash form associated with the crash. If crash data is not provided in an electronic format with latitude and longitude information, along with associated crash attributes, additional services will be required.

CONSULTANT will obtain additional available data in geographic information systems (GIS) format for the roadway network: roadway functional classification, speed limits, and Average Daily Traffic (ADT) volumes.

CONSULTANT will obtain Annual Average Daily Traffic (AADT) output from Replica under license to the CONSULTANT.

CONSULTANT will obtain available traffic data from previously completed data sets available from CITY. This data set will include traffic data available from the Everett Link Extension Project. CITY will identify any other available traffic data and provide to CONSULTANT.

CONSULTANT will obtain additional daily traffic data from the Regional Travel Demand Model (TDM).

CONSULTANT will approximate volumes for the remainder of the network based on roadway functional classification (e.g., local streets).

CITY will provide a GIS database of signalized intersections.

CONSULTANT will compile the information into a GIS database. CONSULTANT will summarize data received and sources.

CONSULTANT will obtain data from the following available FHWA data sources:

- SS4A Underserved Communities Census Tracts (Historically Disadvantaged Communities) (USDOT)
- EJScreen: Environmental Justice Screening and Mapping Tool (EPA)
- FHWA - HEPGIS Maps: Socioeconomics and Equity Analysis (FHWA)
- Social Vulnerability Index (CDC)

Other available resources may include Washington State ALPACA dataset, as available.

CONSULTANT will prepare Task 6 Equity Analysis and incorporate into Tech Memo #1: Safety Analysis.

4.2 SAFETY ANALYSIS

4.2.1 Crash Tree Diagrams

CONSULTANT will evaluate crash data to determine typical breakdown of crash types for the top three crash types (e.g., intersections, pedestrians, roadway departure). Crash Tree diagrams will reflect crash type, ownership, and top contributing factors.

CONSULTANT will compare and contrast crash types and contributing factors for State owned roads versus Local owned roads.

4.2.2 High-Injury Network/Highway Safety Manual (HSM) Analysis

CONSULTANT will use a statistical network screening tool that uses HSM crash prediction methods to identify a high-injury network. The HSM-based method identifies locations with higher-than-expected crash frequencies based on comparison with similar facilities.

CONSULTANT will establish and evaluate high-injury network through the following steps:

1. Develop critical crash rate statistical threshold for segments and intersections.
2. Develop average crash rate (5-year period) for intersections based on control type and for roadway segments based on functional classification.
3. Calculate the difference between the actual and critical crash rate for each location to estimate the relative risk faced by users for a given intersection or segment. Identify segments and intersections with high concentrations of a specific crash factor.
4. CONSULTANT will identify the number of crashes for each factor and the probability that any excess is not random for up to 100 locations (top-25 segments/corridors, top-25 signalized intersections, top-50 unsignalized intersections).

4.2.3 Active Transportation (Bicycle/Pedestrian) Focused Safety Analysis

CONSULTANT will request original law enforcement reports/narratives for all pedestrian or bicycle fatal and severe injury crashes over the 5-year analysis period (not to exceed 100 crash reports). CONSULTANT will analyze each crash using the FHWA Pedestrian-Bicycle Crash Analysis Tool (PBCAT 3).

4.2.4 PREPARE TECH MEMO #1: SAFETY ANALYSIS

CONSULTANT will prepare draft Tech Memo #1: Safety Analysis (v01, MS Word format). CONSULTANT will present draft Tech Memo #1 (v01) to CITY for review and comment. CONSULTANT will prepare a comment summary and response matrix. CONSULTANT will address one round of consolidated written comments from CITY.

CONSULTANT will prepare draft Tech Memo #1 (v02) for Steering Team review and comment. CONSULTANT will address one round of consolidated written comments from Steering Team. CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will prepare draft Tech Memo #1 (v03) and submit to Steering Team.

CONSULTANT will prepare final Tech Memo #1 (v04) based on input received at the SAP Workshop #1 (Task 4.3). CONSULTANT will prepare a comment summary and response matrix. CONSULTANT will submit Final Tech Memo #1 (v04) to CITY and Steering Team.

4.3 SAP WORKSHOP #2: SAFETY ANALYSIS

CONSULTANT will plan for and conduct SAP Workshop #2 to present Tech Memo #1 crash analysis, focus crash types, and emphasis areas. SAP Workshop #2 will be conducted in-person and is anticipated to be 90-minutes in length.

CITY will provide facilities to conduct the workshop at no charge to the CONSULTANT.

Deliverables: *Tech Memo #1: Safety Analysis Summary (MS Word format), SAP Workshop #2; comment summary and response, invitations, agendas, and meeting summaries as applicable*

Task 5: Engagement and Collaboration

Purpose: *Engage stakeholders, including elected officials, staff, organizations, safety interest groups, underserved populations, and the public, to provide input to plan development.*

The SS4A Worksheet requires:

1. Engagement with the public and relevant stakeholders, including the private sector and community groups
2. Incorporation of information received from the engagement and collaboration into the plan
3. Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

To achieve these objectives, CONSULTANT will conduct the activities as described below.

5.1 PROJECT WEBSITE

CONSULTANT will develop content for the existing project City of Everett webpage¹. CITY will make updates to the website using content provided by CONSULTANT. Website will include project information and completed/approved Tech Memos. Website will include a feature to allow for public comments to be submitted beginning with the SAP Workshop #1 and culminating to inform preparation of draft SAP Final Report.

CONSULTANT will provide up to ten website updates to correspond to engagement and plan drafting milestones.

CONSULTANT will draft up six social media posts for each of the four major project milestones to encourage engagement with Public Coordinate. These will include image recommendations.

CONSULTANT will prepare an online comment form on the project website that can be distributed to stakeholders. CONSULTANT will prepare a summary of input received.

CONSULTANT will develop a Public Coordinate website (map-based interactive tool). Public Coordinate will allow the public to provide comments to share on a virtual map-based platform. Project website will incorporate or link to the Public Coordinate website. CONSULTANT will

¹ <https://www.everettwa.gov/3169/Safe-Streets-for-All#:~:text=City%20of%20Everett%20Safety%20Action%20Plan&text=The%20City%20of%20Everett's%20plan,and%20systemic%20approach%20to%20safety>

provide an export of all of all comments and photos received by the project to the Project Team in an excel file.

Deliverables: *Content for project website; website updates; social media posts*

5.2 COMMUNITY ENGAGEMENT PLAN

CONSULTANT will prepare a Communications and Engagement Plan that builds upon tasks established within this scope of work. CONSULTANT will conduct up to three meetings with CITY to determine the direction for the community engagement plan, one focusing on engaging City officials and people involved in policy, one focusing on engaging community-based organizations, and one focusing on engaging the public. CONSULTANT will submit the Communications and Engagement Plan to CITY for review and comment. CONSULTANT will update the Communications and Engagement Plan based on one set of consolidated written comments from CITY.

5.3 COMMUNITY ENGAGEMENT ACTIVITIES

Pending confirmation based on Community Engagement Plan, CONSULTANT will coordinate outreach to up to four Everett communities to be identified in the Community Engagement Plan. CONSULTANT will coordinate two rounds of outreach to each of the four communities at the following milestones:

- Task 4; Safety Analysis (Tech Memo: Safety Analysis)
- Task 8; Strategy and Project Types (Tech Memo: Potential Strategies and Countermeasures)

5.4 COMMUNITY-BASED ORGANIZATION GROUP MEETINGS

CONSULTANT will coordinate up to eight (8) group stakeholder discussions with Community-Based Organizations. Four discussions will be held early in the project, and four meeting will be held during strategy/project development. Representatives from public and private entities may include: SNOTRAC, Bikes Club of Snohomish County, Sharing Wheels, Compass Health, Connect Casino Road, and neighborhood associations. Each discussion is anticipated to be up to 60-minutes in duration and will be held virtually.

CONSULTANT will coordinate up to two meetings with tribal partners.

Deliverables: *Engagement Plan*

5.5 Safety Action Plan Workshops (4 Workshops):

CONSULTANT will conduct four Workshops as summarized below.

Workshop	Purpose	Potential Invitees
Workshop #1 – Safety Launch: See Task 3.1.	Establish a shared language, values, and approach to plan development considering Safe System Approach and intersectional equity.	Elected officials and executive leadership, community-based organizations, public safety
Workshop #2 – Safety Analysis: See Task 4.4.	Technical safety information (Tech Memo #1: Safety Analysis).	Safety practitioners (not anticipated to include elected officials and city leadership)
Workshop #3 – Strategy and Project Type Recommendations. See Task 8.2.	Potential safety strategies and projects (Tech Memo #2: Potential Strategies and Countermeasures).	Safety practitioners (not anticipated to include elected officials and city leadership)
Workshop #4 – Implementation / Moving Forward. See Task 9.2.	How the City and stakeholders will implement the SAP, outline commitment to keeping parties engaged, and for attendees to make commitments about how they will support implementation.	Elected officials and executive leadership, community-based organizations, public safety

Deliverables: Stakeholder Workshops (4)

Task 6: Equity Considerations

Purpose: *Develop an equity index using a combination of available USDOT tools; evaluate equity in both safety data analysis (Task 4) and in strategies recommendations (Task 7).*

CONSULTANT will prepare an equity analysis using a data that identifies concentrations of historically disadvantaged or vulnerable populations using public health and demographic indicators. CONSULTANT will use two methods to identify concentrations of disadvantaged populations, both of which have distinct advantages.

1. CONSULTANT will identify disadvantaged populations using the USDOT Equitable Transportation Community Explorer tool and the CEQ Climate and Environmental Justice Screening Tool. These are tools sanctioned by the SS4A program and use national thresholds to identify communities that have a higher-than-average concentration of disadvantaged people; accordingly, these tools will inform identifying project locations that may be eligible for future SS4A funding.

2. CONSULTANT will develop baseline maps of the city incorporated area to identify high-concentration areas of disadvantaged people based on relevant factors.

The datasets will be overlaid to identify which areas are identified as equity priority areas. This overlay will be applied in two analytic tasks:

- During Task 4 (Safety Analysis): assess demographic characteristics communities, including race, ethnicity, and income to understand whether certain groups are disproportionately impacted by traffic safety. Analysis will be documented in Tech Memo #1: Safety Analysis.
- During Task 8 (Strategy and Project Selection): prioritize locations in equity priority areas for safety improvements. Analysis will be documented in the draft SAP Final Report.

Deliverables: *Equity analysis to inform Task 4 and 8, documented in Tech Memo: Safety Analysis and SAP Final Report, respectively.*

Task 7: Policy and Process Changes

Task Objective: *Assess how current policies, plans, and guidelines prioritize safety and potential opportunities for improvement. The task will review agency policies, programs, and practices that may have an impact on traffic safety and identify opportunities to implement long-lasting institutional changes to reduce fatal and serious injury crashes.*

7.1 Existing Policy Review and Documentation

The CONSULTANT will review to the following documents to identify opportunities to improve how processes can prioritize safety. CONSULTANT will develop an Existing Policy Database of the following relevant documents:

- City of Everett Comprehensive Plan
- City of Everett Climate Action Plan
- City of Everett Transportation Improvement Plan
- City of Everett Complete Streets Ordinance
- City of Everett Bicycle Master Plan
- City of Everett Community Engagement and Inclusion Directive and Policy
- Up to five (5) City-selected additional Applicable Plans, Codes, Ordinances, Resolutions, Directives and Studies

The database will catalog the following:

- Name of document
- Brief description of the document
- Status (Date Completed, In Progress, Date Anticipated to be Completed or Should be Completed)
- How the document prioritizes safety

CONSULTANT will prepare *Tech Memo 3A: Policy Review* that will summarize the findings from the policy review and include noteworthy practice examples in the following areas:

- Marked Crosswalk Policy
- Automated Enforcement (Red Light Running; Speed Safety Cameras)

- Design and Construction Standards

CONSULTANT will present the draft Tech Memo 3A to the CITY for review and comment.
CONSULTANT will address one round of consolidated written comments from Steering Team.
CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will prepare draft Tech Memo 3A for Steering Team review and comment.
CONSULTANT will address one round of consolidated written comments from Steering Team.
CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will submit the final Tech Memo 3A to the CITY and Steering Team.

7.2 Policy Recommendations

CONSULTANT will provide recommendations to inform policy development as specified below.

7.2.A Neighborhood Traffic Calming Program

CONSULTANT will assist with exploring methods and processes to inform policy development of a Neighborhood Traffic Calming Program at the City of Everett by reviewing state of the practice in nearby cities in the region. This will include:

- How to determine if traffic calming is needed
- How to initiate a traffic calming project for a corridor or neighborhood, potential traffic calming measures
- Typical application/context, effectiveness
- Process to identify which traffic calming features should be implemented

CONSULTANT will prepare Tech Memo 3B: Neighborhood Traffic Calming Program (v01) with an inventory of similar programs, and recommendations for developing and implementing the program.

CONSULTANT will present the draft Tech Memo 3B (v01) to the CITY for review and comment.
CONSULTANT will address one round of consolidated written comments from CITY.
CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will prepare draft Tech Memo 3B (v02) for Steering Team review and comment.
CONSULTANT will address one round of consolidated written comments from Steering Team.
CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will submit the final Tech Memo 3B to the CITY.

7.2.B Posted Speed Limit Policy

CONSULTANT will review the City's current rules, regulations, policies, and procedures related to setting regulatory speed limits.

Based on this review, the CONSULTANT will submit a recommended speed limit setting methodology and process to set speed limits on the CITY's major arterials, secondary arterials, and collectors. The recommendation will include the following elements:

- Current state of the practice in speed management and speed limit setting, including national guidance and tools (e.g., USLIMITS2, NCHRP Report 966, NACTO City Limits)

- Similar programs
- Engineering procedures (data collection, calculations, analysis, engineering judgment)
- Required data elements (crash history, prevailing speed, existing speed limit, roadway conditions)
- Tools to be consulted and considered (USLIMITS2, NCHRP 966, etc.)
- Minimum length of speed zones
- Special conditions (school zones, work zones)
- Speed limit sign placement (where, how frequently)

CONSULTANT will prepare *Tech Memo 3C: Posted Speed Limit Policy Recommendations*.

CONSULTANT will present the first draft (v01) Tech Memo 3C to CITY for review and comment.

CONSULTANT will prepare a comment summary and response matrix and submit the draft final *Tech Memo 3C (v02)* to CITY.

Upon completion of draft final, CONSULTANT will work with the CITY to identify two (2) case study corridors to implement the recommended methodology to determine real-world suggested posted speed limits.

Upon CITY review and comments on draft final Tech Memo (v02) and the case study, CONSULTANT will prepare Final Tech Memo.

CONSULTANT will provide example scope of work/activities to CITY to inform a SS4A Grant Application (Supplemental Planning) to develop and implement a Speed Management Plan. The Speed Management Plan, if funded by FHWA, would include development of a speed management plan, including speed limits and infrastructure needs to achieve the speed limit for an estimated forty (40) Major Arterials, Secondary Arterials, Conceptual Arterials, and Collectors in City of Everett. Grant application will be prepared by CITY.

7.2.C Complete Streets Design Checklist Updates

CITY will provide CONSULTANT with existing Complete Streets checklist.

CONSULTANT will review the CITY Complete Streets design checklist.

CONSULTANT will develop recommendations to modernize the existing City of Everett Complete Streets checklist.

CONSULTANT will prepare Tech Memo 3D: Complete Streets Checklist Updates. CONSULTANT will present the draft Tech Memo 3D (v01) to CITY for review and comment. CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will prepare draft Tech Memo 3D (v02) for Steering Team review and comment. CONSULTANT will address one round of consolidated written comments from Steering Team. CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will submit the final Tech Memo 3D to CITY.

Task 7.3 Steering Team Presentations

The CONSULTANT will prepare and present at up to three (3) SAP Steering Team meetings (at regularly-scheduled monthly meetings) to share the findings and recommendations from Task 7 activities.

Task 7 Deliverables

- 7.1 Policy Review Tech Memo (draft v01, v02, final; up to 6 pages; MS Word format); comment summary and response matrix (one final)
- 7.2 Neighborhood Traffic Calming Tech Memo (draft and final; up to 10 pages; MS Word format); comment summary and response matrix (one final)
- 7.2 Posted Speed Limit Policy Recommendations Tech Memo (draft v01, draft v02, and final; up to 15 pages, not including appendices; MS Word format); comment summary and response matrix (one final)
- 7.2 Complete Streets Updates Tech Memo (draft and final; up to 8 pages; MS Word format); comment summary and response matrix (one final)
- 7.3 PowerPoint Presentations (draft and final; up to 10 slides each); deliver the presentations to Steering Committee.

Task 8. Strategy and Project Type Recommendations

Purpose: *Recommend and prioritize strategies and project types, considering equity in impacts and benefits, and drawing from FHWA Proven Safety Countermeasures, and NHTSA Countermeasures That Work.*

8.1 RECOMMENDED STRATEGIES AND COUNTERMEASURES

CONSULTANT will identify recommended strategies and countermeasures to reduce fatalities and serious injuries associated with crash types/conditions identified in the safety analysis. Strategies may draw from FHWA Proven Safety Countermeasures and will include low-cost improvements that could be implemented at multiple locations within the City.

8.1.1 Top-10 “Typical” Project Sheets

CONSULTANT will prepare up to 10 “typical” information sheets for the highest priority strategies to illustrate the potential strategies and project types.

8.1.2 Project Information Sheets (20 locations)

CONSULTANT will prepare Project Information Sheets for up to 20 locations (intersections or corridors) within City of Everett that represent potential high-priority safety improvement projects. Project Information sheets will include potential countermeasures, location exhibit (on aerial base depicting segment limits), risk factors, crash history, high-level planning cost, and potential crash reduction effectiveness.

CONSULTANT will collect the following traffic data to inform Project Information Sheets:

- Peak period (AM, MD, PM) intersection turning movement counts at up to 40 intersections (two intersections per Project Information Sheet)
- Daily traffic (24-hour count) to include speed, volume, and classification at up to 20 locations (1 location per Project Information Sheet)

8.2 SAP Workshop #3

CONSULTANT will plan for and conduct SAP Workshop #3. The purpose of SAP Workshop #3 is to discuss and solicit input on:

- Recommended Strategies and Countermeasures
- Policy and Process Changes

8.3 TECH MEMO: RECOMMENDED STRATEGIES AND COUNTERMEASURES

Based on input received at the SAP Workshop #3, CONSULTANT will document findings in *Tech Memo: Recommended Strategies and Countermeasures* (MS Word format).

CONSULTANT will present draft Tech Memo #2 (v01) to CITY for review and comment.

CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will address one round of consolidated written comments from City of Everett.

CONSULTANT will present draft Tech Memo #2 (v02) to Steering Team for review and comment.

CONSULTANT will address one round of consolidated written comments from Steering Team.

CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will submit draft Tech Memo #2 (v03) to Steering Team.

CONSULTANT will update Tech Memo #2 based on input received at the SAP Workshop #3 (Task 8.2).

CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will submit a Final Tech Memo #2 (v04) to City of Everett and Steering Team.

Deliverables: *Tech Memo #2: Recommended Strategies and Countermeasures (MS Word format). SAP Workshop #3; comment summary and response, invitations, agendas, and meeting summaries as applicable*

Task 9. Draft and Final SAP Report, Safety Resolution, Safety Workshop

9.1 DRAFT SAP REPORT

CONSULTANT will prepare a draft SAP summarizing previous analysis and findings, countermeasures and proposed projects, and prioritization. Draft Report will include chapters summarizing analysis and recommendations.

CONSULTANT will submit the draft SAP Report (v01), MS Word Format) to CITY for review and comment.

CITY will provide one set of consolidated written comments.

CONSULTANT will prepare the draft Report (v02, Adobe InDesign format) reflecting CITY comments.

CONSULTANT will submit the draft SAP Report to the Steering Team for review and comment. Steering Team will provide written comments.

CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will prepare draft Report (v03, Adobe InDesign format) based on Steering Team comments.

9.2 SAP WORKSHOP #4

CONSULTANT will plan for and conduct SAP Workshop #4. The purpose of the Workshop #4 will be to:

1. Present the draft SAP Final Report, for review and comment
2. Present Safety Commitment Resolution Matrix
3. Discuss SAP implementation next steps

CONSULTANT will prepare and distribute an invitation to all stakeholders who attended the Safety Launch.

CONSULTANT will prepare a meeting plan outlining date, time, agenda, and meeting materials. The workshop will be a morning or afternoon workshop (3-hours) that begins with a general session with all attendees. Potential workshop agenda includes:

- Hour 1: General session to present draft SAP Report including safety analysis, goals and targets, systemic recommendations; draft Safety Commitment Resolution that documents the City's intent to commit to setting a date to reach zero fatalities and serious injuries or setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date.
- Hour 2: Breakout groups to discuss implementation next steps, responsibilities, challenges, issues, and opportunities.
- Hour 3: General session to report back on key aspects of break out discussion groups.

CONSULTANT will prepare meeting materials and collateral (presentation, handouts, boards as applicable).

CONSULTANT will allocate a budget for a refreshment allowance and meeting materials and collateral (presentation, handouts, boards as applicable).

CITY will provide facilities to conduct the workshop at no charge to the CONSULTANT.

CONSULTANT may use interactive tools such as Poll Anywhere to gather participant input.

CONSULTANT will provide staff to lead break-out groups.

CONSULTANT will summarize input received at the SAP Working #4 including discussion from break-out groups.

9.3 SAFETY ACTION PLAN FINAL REPORT

CONSULTANT will submit the updated draft SAP Report (v04, Adobe InDesign format) to the Steering Team for final review and comment.

Steering Team will provide written comments.

CONSULTANT will prepare a comment summary and response matrix.

CONSULTANT will submit the Final SAP to CITY for public posting.

9.4 COUNCIL/COMMITTEE PRESENTATIONS

CONSULTANT will present the final SAP Report to one City Council Meeting/Transportation Committee Meeting

Deliverables: *Safety Action Plan Report (v01, v02, v03, Final), SAP Workshop #4, Council/Committee presentations.*

Task 10. Progress and Transparency

Purpose: *Prepare performance measures to report long-term progress.*

CONSULTANT will prepare a reporting plan for the CITY to document and report progress toward SAP implementation. The reporting plan will outline methods and format to report progress towards SAP implementation. The reporting plan will include implementation responsibility, frequency of reporting (e.g., annually by CITY), and will outline performance metrics such as status of SAP recommendations (not-funded, in-progress, implemented).

Performance Reporting Framework will be included in the SAP Final Report.

Additional Services

Management Reserve: CONSULTANT will provide work directed by the City under the existing scope of work. A not to exceed budget allocation for Management Reserve has been provided in Exhibit B.

FINAL MEMOS AND REPORTS DELIVERABLES SUMMARY

- Tech Memo: Safety Analysis
- Tech Memo: Community Engagement Summary
- Tech Memo: Policy Review Tech Memo
- Tech Memo: Neighborhood Traffic Calming Tech Memo
- Tech Memo: Complete Streets Checklist Updates
- Tech Memo: Posted Speed Limit Policy Recommendations Tech Memo
- Tech Memo: Recommended Strategies and Countermeasures
- Final Report: City of Everett Safety Action Plan

SCHEDULE

An initial schedule is attached. Schedule will be updated upon receipt of Notice to Proceed.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	See attached method of compensation consultant budget	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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

City of Everett
Safety Action Plan

Consultant PM: B. Crowther
Consultant: Kimley-Horn and Associates, Inc.

LABOR

	Position	Hours	Rate	Total
KH	Project Manager	540	\$ 340.00	\$ 183,600.00
	Project Director	168	\$ 370.00	\$ 62,160.00
	QA/QC	44	\$ 340.00	\$ 14,960.00
	Sr. Engineer/Traffic	18	\$ 310.00	\$ 5,580.00
	Sr. Engineer/Safety Analysis	82	\$ 270.00	\$ 22,140.00
	Engineer/Implementation	80	\$ 250.00	\$ 20,000.00
	Engineer/Safety Analysis	113	\$ 220.00	\$ 24,860.00
	Analyst/Safety	825	\$ 160.00	\$ 132,000.00
	Analyst/Safety	420	\$ 130.00	\$ 54,600.00
	Graphics Design	116	\$ 160.00	\$ 18,560.00
	Analyst/Technical Editing	40	\$ 160.00	\$ 6,400.00
	Accounting / Admin	52	\$ 160.00	\$ 8,320.00

SUBCONSULTANTS

DKS	Project Manager	182	\$ 225.00	\$ 40,950.00
	Safety Subject Matter Expert	162	\$ 315.00	\$ 51,030.00
	Trans. Planner/Engineer III	132	\$ 235.00	\$ 31,020.00
	Trans. Planner/Engineer I	180	\$ 160.00	\$ 28,800.00
	Transportation Engineer II	286	\$ 200.00	\$ 57,200.00
	Project Controller / Admin	34	\$ 160.00	\$ 5,440.00
PRR	Senior Director	31	\$ 340.49	\$ 10,555.19
	Director	194	\$ 286.47	\$ 55,575.18
	Associate Director	26	\$ 230.54	\$ 5,994.04
	Senior Consultant	174	\$ 212.80	\$ 37,027.20
	Consultant 2	194	\$ 147.08	\$ 28,533.52
	Consultant 1	44	\$ 128.61	\$ 5,658.84

<i>Kimley-Horn Subtotal</i>	4137	\$	553,180.00
<i>Management Reserve</i>		\$	50,000.00

REIMBURSABLE EXPENSES

Miscellaneous	Supplies	\$	-
Community Engagement	Boards, Post Cards	\$	2,900.00
Travel	Mileage, Auto	\$	11,588.00
Reproduction	Copies, Printing, Plots	\$	-
Total Reimbursable Expenses		\$	14,488.00

SUBCONTRACTORS

TDG	\$	10,000.00
DKS	\$	214,440.00
PRR	\$	143,343.97
Total Subconsultants	\$	367,783.97

TOTAL	\$	985,451.97
--------------	-----------	-------------------

CLIENT: City of Everett
Project Name: Safety Action Plan

Cost by Task			
Task No.	Task Description	Hours Per Task	Total Loaded Labor Cost Per Task
1	PROJECT MANAGEMENT/MEETINGS	501	\$ 140,653.30
2	PLANNING STRUCTURE	120	\$ 29,966.46
3	LEADERSHIP COMMITMENT AND GOAL SETTING	234	\$ 56,088.27
4	SAFETY ANALYSIS	730	\$ 137,735.50
5	ENGAGEMENT AND COLLABORATION	387	\$ 77,217.66
6	EQUITY CONSIDERATIONS	100	\$ 20,895.88
7	POLICY AND PROCESS CHANGES	798	\$ 174,335.88
8	STRATEGY AND PROJECT TYPES	669	\$ 142,975.50
9	CSAP FINAL REPORT, RESOLUTION, SUMMIT	556	\$ 119,795.52
10	PROCESS AND TRANSPARENCY	42	\$ 11,300.00
	SUBTOTAL:	4137	910,963.97
MANAGEMENT RESERVE			\$ 50,000.00
DIRECT EXPENSES			
	Public meeting materials, travel, printing	-	\$ 14,488.00
	Traffic Data Collection (TDG)		\$ 10,000.00
	SUBTOTAL:		24,488.00
	TOTAL		985,451.97

Estimate of Person Hours

TASK NO	TASK DESCRIPTION		Estimate of Person Hours													Other Resources										TASK HOURS			
			Project Manager	Project Director	QA/QC	Sr. Engineer/Traffic	Sr. Engineer/Safety Analysis	Engineer/Implementation	Engineer/Safety Analysis	Analyst/Safety	Analyst/Safety	Graphics Design	Analyst/Technical Editing	Accounting / Admin	Project Manager	Safety Subject Matter Expert	Trans. Planner/Engineer III	Trans. Planner/Engineer I	Transportation Engineer II	Project Controller / Admin	Senior Director	Director	Associate Director	Senior Consultant	Consultant 2		Consultant 1		
1	PROJECT MANAGEMENT/MEETINGS		173	68	0	0	12	12	0	30	12	0	0	52	56	10	0	0	10	8	2	56	0	0	0	0	501		
1.1	Regular Communication with City Project Manager (1 hrs/week)	KH	78													5													
1.2	Bi-weekly PMT Meetings (38 meetings)	KH	38	38											19				5		2	19							
1.3	Review/Update Project Schedule	KH	9																										
1.4	Manage Subconsultants, Schedule, and Invoicing	KH	18											52	18					8		18							
1.5	Bi-Weekly Internal Team Meeting (PMT off-week)	KH	30	30				12	12		30	12			19	5			5			19							
2	PLANNING STRUCTURE		36	0	0	0	0	0	0	36	0	6	0	0	6	6	6	0	6	0	0	18	0	0	0	0	120		
2.1	Steering Team Meetings (monthly, assume 18 meetings)	KH	36							36		6			6	6	6		6			18							
2.2	SAP Workshops (Hours allocated in Tasks 3.1, 4.4, 8.2, 9.2)	KH																											
3	LEADERSHIP COMMITMENT AND GOAL SETTING		52	6	0	0	0	0	0	56	0	2	0	0	8	8	0	0	0	0	13	24	4	24	27	10	234		
3.1	SAP Workshop #1/Safety Launch	KH	24	6						24		2			4	4					9	18	4	24	27	10			
3.2	Safety Commitment Resolution	KH	4							8												2							
3.3	City Council/Committee Presentations (4 presentations)	KH	24							24					4	4					4	4							
4	SAFETY ANALYSIS		66	14	8	4	24	0	36	272	224	4	6	0	4	16	24	0	8	0	0	10	0	0	10	0	730		
4.1	Data Collection	KH																											
	Vehicle, pedestrian, and bicycle counts	TDG	2							12																			
	Crash Data	KH	2							12						4	8												
	GIS Data / Traffic Volume	KH	2							12																			
	Data Collection Summary	KH	2							8																			
4.2	Safety Analysis	KH																											
4.2.1	Crash Tree Diagrams	KH	2							4	40																		
4.2.2	High-Risk Network/Risk-Based Analysis	KH	2							40	40																		
4.2.3	High-Injury Network (HSM Screening)	KH	10	8	4		12		12	40	40																		
4.2.4	PBCAT Analysis	KH	10	2			12		12	80	80																		
4.2.5	Tech Memo #1: Safety Analysis	KH	10					12	40	24	4	6			4	12	16		8										
4.3	SAP Workshop #2	KH	24	4	4	4				24											10				10				
5	ENGAGEMENT AND COLLABORATION		22	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	4	54	18	110	123	16	387		
5.1a	Prepare Project Website Content	PRR	2																			12			30				
5.1b	Public Coordinate Website	PRR	2							40												2			3				
5.2	Community Engagement Plan	PRR	2																		4	24	6	18	30				
5.3a	Community Engagement, Round 1 (Safety Analysis), 4 Groups	PRR	4																			4	2	40	24	4			
5.3b	Community Engagement, Round 2 (Strategies/Projects), 4 Groups	PRR	4																			4	2	20	12	4			
5.4a	Stakeholder Group Meetings, Round 1 (4 meetings)	PRR	4																			4	4	16	12	4			
5.4b	Stakeholder Group Meetings, Round 2 (4 meetings)	PRR	4																			4	4	16	12	4			
5.5	SAP Workshops (Hours allocated in Tasks 3.1, 4.4, 8.2, 9.2)	PRR																				4	4	16	12	4			
6	EQUITY CONSIDERATIONS		8	4	0	0	16	0	0	48	16	0	0	0	0	0	0	0	0	0	6	2	0	0	0	0	100		
	Prepare Equity Analysis (To inform Task 4)	KH	4	2			8			24	8										6	2							
	Prepare Equity Analysis (To inform Task 8)	KH	4	2			8			24	8																		
7	POLICY AND PROCESS CHANGES		18	12	4	0	0	0	0	0	0	0	0	0	104	94	98	180	254	26	6	2	0	0	0	0	798		
7.1	Existing Policy Review and Documentation	DKS	2	2											20	8	16	40	20	10	6	2							
7.2.A	Neighborhood Traffic Calming Program	DKS	4	4											20	16	20	40	80										
7.2.B	Posted Speed Limit Policy	DKS	4	4											52	52	40	80	130	10									
7.2.C	Complete Streets Policy Updates	DKS	8	2	4										6	6	10	20	24										
7.3	Steering Team Presentations (3)	DKS													6	12	12		6										
8	STRATEGY AND PROJECT TYPES		77	26	20	10	14	64	69	223	116	4	6	0	4	12	4	0	0	0	0	10	0	0	10	0	669		
8.1	Recommended Strategies and Countermeasures	KH							12	24	24																		
8.1.1	Top-10 "Typical" Strategy Sheets	KH	20	10	8		6	8	20	60	24																		
8.1.2	Project Information Sheets (up to 25)	KH	25	4	8	10	4	40	25	75	50																		
8.2	Tech Memo: Potential Strategies and Countermeasures	KH	8	4	4		4	8	12	40	18	4	6		4	12	4												
8.3	SAP Workshop #3	KH	24	8				8		24												10			10				
9	CSAP FINAL REPORT, RESOLUTION, SUMMIT		76	32	8	4	12	4	8	144	12	100	28	0	0	16	0	0	8	0	0	18	4	40	24	18	556		
9.1	Draft Safety Action Plan Final Report	KH	40	24	8	4	12	4	8	80	12	80	20			8			8										
9.2	SAP Workshop #4	KH	24	4						24						4						18	4	40	24	18			
9.3	Final CSAP Final Report	KH	12	4						40		20	8																
9.4	Council/Committee Presentations (Hours allocated in Task 3.3)	KH													4														
10	PROCESS AND TRANSPARENCY		12	6	4	0	4	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42		
	Performance Reporting Framework	KH	12	6	4		4			16																			
	Direct Labor Total Hours		540	168	44	18	82	80	113	825	420	116	40	52	0	182	162	132	180	286	34	0	31	194	26	174	194	44	4137

CLIENT: City of Everett
 Project Name: Safety Action Plan

Reimbursable Expenses					
	Quantity	Unit	Unit Cost	Total	
PUBLIC INVOLVEMENT					
Presentation Boards/Printed Materials	12	each	100.00	1,200.00	
Meeting Space	0	each	-		
Project information postcard (printed and mailed)	0	each		-	
Refreshments	1	each	500.00	500.00	
Miscellaneous	1,200	each	1.00	1,200.00	
Subtotal					\$2,900.00
TRAVEL					
Mileage (rate effective August 4, 2021)	800	Miles	0.625	500.00	
Airfare	8	each	400.00	3,200.00	
Car Rental	24	each	70.00	1,680.00	
Gas	8	each	50.00	400.00	
Lodging	24	each	200.00	4,800.00	
Meals (travel day)	24	day	42.00	1,008.00	
Subtotal					\$11,588.00
Total Reimbursable Expenses					\$14,488.00

Project title: 2024 King County Biosolids Storage License Agreement

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 06/26/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

2024 King County Biosolids
Storage License Agreement

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: License Agreement Approval for Mayor Signature

Project: 2024 King County Biosolids Storage License Agreement

Partner/Supplier: King County

Location: Everett Water Pollution Control Facility

Preceding action: None

Fund: Fund 401 – Water & Sewer Utilities

Fiscal summary statement:

Under the 2024 King County Biosolids Storage License Agreement, King County will pay the City of Everett \$7,500 per season (November 1 – April 30) for five years for a total compensation of \$37,500. Funds will be allocated to 401 – Water & Sewer Utilities.

Project summary statement:

The City currently has an agreement with King County authorizing the use of Everett's biosolids pad as an emergency storage location. King County transports their biosolids across the Cascade Mountains, which may be closed or prohibit travel by its hauler during the winter months. The current agreement is set to expire on June 30, 2024.

The 2024 agreement is a 5-year agreement that will continue to allow King County's Wastewater Treatment Division to use a 12,000 square foot area of Everett's biosolids pad at the Water Pollution Control Facility for emergency biosolids storage between November 1st and April 30th thru June 30, 2029. King County is approved to store solids on City property and will pay the City \$7,500 per season.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2024 King County Biosolids Storage License Agreement.

LICENSE TO USE CITY PROPERTY FOR TEMPORARY BIOSOLIDS STORAGE ("LICENSE AGREEMENT")

Grantor: City of Everett
Grantee: King County Wastewater Treatment Division
Property: See attached Exhibit A

WHEREAS, King County Wastewater Treatment Division, hereinafter referred to as "KING COUNTY," and whose address is 201 S. Jackson Street, MS: KSC-NR-5500, Seattle, WA 98104-3855, desires to utilize City of Everett (the "City") owned property for the purposes hereinafter set forth; and

WHEREAS, the City is willing to grant KING COUNTY authority to use the City's property in exchange for the sum of \$7,500.00 per season (the "Advanced Fees"); a Season shall be each winter period from November 1 through April 30.

NOW, THEREFORE, in consideration of the premises, the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the City licenses KING COUNTY to use certain City property, and KING COUNTY agrees to pay the City, upon 30 days of receipt of invoice and in advance of each Season, \$7,500.00 per season for each Season this License Agreement is in effect, upon the following terms and conditions:

1. **LICENSED PROPERTY.** The property subject to this License Agreement is described on Exhibit A. The property described on Exhibit A is referred to in this License Agreement as the "Biosolids Pad."
2. **TERM.** This License Agreement shall take effect upon signing by both parties and shall expire on June 30, 2029, unless terminated earlier upon 30-days' notice under Section 7, below.
3. **AUTHORIZED USE.** KING COUNTY may only use the Biosolid Pad for temporary storage of KING COUNTY's biosolids. All use of the Biosolids Pad must be in accordance with Exhibit B.
4. **BIOSOLIDS STORAGE.** At its sole cost, KING COUNTY shall transport and manage all biosolids in accordance with all applicable laws and Exhibit B. KING COUNTY has sole responsibility for KING COUNTY's biosolids, including without limitation all responsibility for biosolids transportation, storage, and reuse.



5. **INDEMNIFICATION.** To the maximum extent permitted by law and except to the extent caused by the sole negligence of the City, KING COUNTY shall defend, indemnify, and hold the City harmless from any and all Claims, including without limitation Claims for injury to people or damage to property, arising out of or related to (A) KING COUNTY's use of the Biosolids Pad, (B) any biosolids or any other material delivered to the Biosolids Pad by KING COUNTY, (C) any failure by KING COUNTY to transport, store, treat, or dispose of biosolids or any other material in accordance with Exhibit B and all applicable laws, or (D) any release by KING COUNTY of biosolids or any other material. This defense and indemnification obligation shall survive any termination, revocation, or expiration of this Agreement.

For the purposes of this Section 5:

- A. "City" means the City, its officers, employees, and agents.
 - B. "KING COUNTY" means its officers, employees, agents, contractors, and subcontractors.
 - C. "Claims" means any loss, injury, demand, settlement, or lawsuit (including without limitation those based on environmental laws and regulations), and further includes any and all reasonable litigation costs such as attorney's fees, expert fees and costs, and court costs.
 - D. "Injury to people" includes, but is not limited to, bodily injury or death.
 - E. "Damage to property" includes but is not limited to damage or injury to any City property, including the Biosolids Pad, any City facilities, and any property owned by third parties.
 - F. "Release" shall have the meaning that it has under applicable law.
6. **HAZARDOUS MATERIALS.** KING COUNTY shall not place any materials on the Biosolids Pad or cause any materials to be transported onto any other property owned by the City that are classified as hazardous or dangerous under the Washington Model Toxic Control Act. Breach of this provision shall be considered "damage to property" for the purposes of Section 5, above.
7. **TERMINATION.** The CITY may unilaterally terminate this License Agreement upon thirty (30) days written notice to KING COUNTY. If the City terminates this License Agreement, other than for KING COUNTY's breach as described below, then the CITY shall refund to KING COUNTY the pro-rated portion of the Advanced Fees paid by KING COUNTY for that season. If KING COUNTY breaches any of its obligations under this License Agreement, then the City may deliver written notice of breach to KING COUNTY. If KING COUNTY does not cure the breach within thirty (30) days after delivery of such notice, then the City may terminate this License Agreement effective on delivery to KING COUNTY of a written notice of termination. KING COUNTY may terminate this Contract, in whole or in part, for any reason by delivering written notice sent certified mail to the City at the mailing addresses stated herein, at least thirty (30) days before the proposed



termination date. If KING COUNTY terminates this License Agreement no refund or partial refund of payment would be made upon termination notice for that Season.

8. **NOTICE.** For the purposes of this License Agreement, the Agreement Administrators are Operations Superintendent (Jeff Marrs) for the City, and Jake Finlinson for KING COUNTY. Notices sent pursuant to this License Agreement shall be sent to the Agreement Administrators at the following addresses:

CITY OF EVERETT

Attn.: Operations Superintendent
Everett Public Works
3200 Cedar St.
Everett, Washington 98201

KING COUNTY

Attn.: Resource Recovery Biosolids Project Manager
201 S. Jackson St.
MS: KSC-NR-5500
Seattle, Washington 98104-3855

9. **NO ASSIGNMENT.** This License Agreement is personal to KING COUNTY and may not be transferred, assigned, conveyed, pledged, encumbered, or hypothecated.
10. **COMPLIANCE WITH LAW.** KING COUNTY shall comply with all applicable local, State, and Federal regulations and laws.
11. **INSURANCE.** KING COUNTY maintains a fully funded Self-Insurance program as defined in the King County Code for KING COUNTY's liabilities, including injuries to persons and damage to property. The City acknowledges, agrees, and understands that the KING COUNTY is self-funded for all of its liabilities, including Workers' Compensation. KING COUNTY agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liabilities under this License Agreement. KING COUNTY agrees to provide the City with at least 30 days prior written notice of any material change in KING COUNTY's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees, and understands that KING COUNTY does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, KING COUNTY does not have the ability to add the City as an additional insured.
12. **NON-INTERFERENCE WITH CITY USE.** KING COUNTY's use of the Biosolids Pad shall not interfere in any way with any City, or authorized third party, use of the property, including utilities and travel.



13. **RELOCATION.** KING COUNTY shall relocate or remove, whichever the City requires, all or any part of its property (including biosolids) located on the Biosolids Pad due to maintenance, repair, or construction of City's property or a City improvement. KING COUNTY shall commence the relocation or removal within thirty (30) days of notice by the City that KING COUNTY must relocate or remove property and materials. If KING COUNTY fails to commence the relocation or removal as required or, having commenced it, fails to proceed with reasonable dispatch, the City shall, in addition to its remedy for damages, be entitled to specific enforcement of KING COUNTY's obligation hereunder and shall also have the right and authority to remove, at KING COUNTY's expense, such portion of the materials as KING COUNTY has failed to relocate or remove without incurring any liability whatsoever. This right is in addition to any other rights at law or in equity. If the City provides KING COUNTY with a notice to relocate or remove its property from the Biosolids Pad and does not provide KING COUNTY with a reasonably comparable replacement site, then the City shall refund to KING COUNTY the pro-rated portion of the Advanced Fees paid by KING COUNTY for that season.
14. **REPAIR OF PROPERTY.** KING COUNTY shall use care to avoid damaging or destroying property by reason of its operations pursuant to this License Agreement. Any damage caused by KING COUNTY to City or other property shall be promptly repaired or replaced by KING COUNTY to the satisfaction of the City, or in lieu of such repair or replacement, KING COUNTY shall pay, to the City or owner of other property, money in an amount sufficient to compensate for the loss sustained by reason of damage to or destruction of the City's or another party's property or improvements.
15. **RISK OF LOSS TO KING COUNTY'S PROPERTY.** KING COUNTY bears all risk of any and all damage and loss to its property being stored on the site. All biosolids delivered to the Biosolids Pad under this License Agreement are the property of KING COUNTY.
16. **PRIOR NOTICE OF INSTALLATION.** Prior to any installation of materials other than biosolids within the Biosolids Pad, KING COUNTY will supply the City with a drawing and any necessary specifications relating to KING COUNTY'S use of the City's property. KING COUNTY must obtain City approval of the proposed area and installation of materials and their location prior to installation. The City's review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and KING COUNTY shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its materials.
17. **NO WARRANTY.** The City does not warrant its title and ownership of the Biosolids Pad.
18. **NON-EXCLUSIVE.** This License Agreement is not exclusive. The City is not prohibited from granting permission to others to occupy or use portions of the Biosolids Pad, outside of the KING COUNTY Designated Area as defined in the attached Exhibit B, paragraph A, where such uses are not inconsistent with this License Agreement.



19. **RESERVATION OF RIGHTS.** The City reserves all rights not expressly restricted by this License Agreement.

20. **NO THIRD-PARTY RIGHTS.** This License Agreement does not create any rights in any third party.

21. **APPLICABLE LAW AND VENUE.** The laws of the State of Washington shall apply to this License Agreement. Venue for any lawsuit arising out of or related to this License Agreement shall be in Snohomish County Superior Court, Washington.



LICENSE AGREEMENT, TERMS AND CONDITIONS ACCEPTED BY:

Grantor:
CITY OF EVERETT

By _____

Dated: _____

ATTEST:

By _____

Dated: _____

APPROVED AS TO FORM:

By _____

Dated: _____

Grantee:
KING COUNTY

By _____

Dated: _____

APPROVED AS TO FORM:

By _____

Dated: _____



EXHIBIT A

LICENSE AGREEMENT AREA (Biosolids Pad)

Section 16 Township 29 Range 05 Quarter NE – NE $\frac{1}{4}$ TGW NW $\frac{1}{4}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$ & TGW
THAT PTN GOVT LOTS 1 & 4 IN NW $\frac{1}{4}$ LY E OF SR 1 & TGW TH PTN GOVT LOTS 8 & 11 IN SW $\frac{1}{4}$ LY
E OF SR 1 & TGW GOVT LOTS 6 & 12 IN SE $\frac{1}{4}$



EXHIBIT B

BIOSOLIDS TEMPORARY STAGING PLAN

- A. The City will designate an area on its Biosolids Pad no less than 12,000 square feet as the area for use by KING COUNTY. This area is outlined on three sides with ecology blocks, two blocks high interlocked. This area is large enough to temporarily stage 70 truckloads (approximately 2,000 cubic yards). This area of the Biosolids Pad shall be referred to as the "KING COUNTY Designated Area") without the written consent of the City's Operations Superintendent, KING COUNTY may not use any other part of the Biosolids Pad.
- B. The source of the biosolids is KING COUNTY's wastewater treatment plants. KING COUNTY will cause all biosolids subject to this License Agreement to meet all Federal and State regulations for a Class B biosolids as defined in 40 CFR part 503 and WAC 173-308. KING COUNTY will cause all such biosolids to be at least 18% total solids. KING COUNTY may not under this License Agreement unload, temporarily stage, reload, or haul biosolids that do not comply with this Section B of Exhibit B.
- C. KING COUNTY will not allow any biosolids to remain on the Biosolids Pad for more than 30 days, unless otherwise approved by the City.
- D. KING COUNTY will utilize a dump truck and trailer combination to deliver the biosolids to the Biosolids Pad for temporary storage. KING COUNTY will then load truck and trailer units to transport the biosolids to KING COUNTY's existing end-use sites for beneficial reuse.
- E. Before leaving the Biosolids Pad, KING COUNTY will clean all trucks and trailers of all biosolids that may adhere to such vehicles during loading and unloading operations. It is KING COUNTY's sole responsibility to promptly clean up any biosolids that are deposited on any roadways entering or leaving the Biosolids Pad as a result of KING COUNTY's activities.
- F. KING COUNTY is solely responsible for contacting the Snohomish County Public Works Department, or other applicable agency, regarding any haul routes to verify constraints or restrictions that might apply and complying with all applicable regulations.
- G. KING COUNTY will provide all equipment and personnel necessary to perform this task in a safe, reliable, and legally compliant manner.



- H. KING COUNTY will coordinate all its activities with the City's Operations Superintendent or other City Staff as designated by the City's Operation Superintendent or use of the Biosolids Pad. The City will make all reasonable efforts to minimize interference from other construction activities.
- I. Prior to delivering any biosolids to the Biosolids Pad, KING COUNTY must obtain written approval of this License Agreement from the Department of Ecology Biosolids Coordinator for the Northwest Region. KING COUNTY will deliver a copy of such written approval to the City's Operations Superintendent prior to delivering any biosolids to the Biosolids Pad.
- J. In the event nuisance odors are generated, which determination will be made at the City's sole discretion, KING COUNTY shall cap the stockpiled biosolids with a 2–3-inch layer of material (i.e., sawdust or sand) capable of minimizing nuisance odors. The cap material so used will then be deemed part of the biosolids that must be hauled off-site by KING COUNTY. If the City determines in its sole discretion that the cap is insufficient to minimize odors, KING COUNTY shall haul offsite the biosolids causing the odors within 10 days after receiving notice from the City.
- K. Within 30 days of the expiration or termination of this License Agreement, the City's Biosolids Program Manager or designee will confirm by a visual inspection that KING COUNTY has substantially removed all materials (including biosolids) KING COUNTY deposited on City Property under this License Agreement and that cleanup is satisfactory, i.e., the pad surface has been restored to its original condition. The City (Operations Superintendent or designee) will notify KING COUNTY in writing of the results of this inspection. If further action is necessary, the City will notify KING COUNTY of the time frame for further removal and clean up. If KING COUNTY fails to take further action within the timeframe specified or provide adequate cause as to why such further action cannot be accomplished within the timeframe specified, the City will take the necessary action to restore the site to its original condition through any means the City deems necessary. All costs associated with these activities will be paid by KING COUNTY.
- L. KING COUNTY is responsible for any damage to any City equipment, appurtenance, or property caused by its activities at the site and shall schedule and complete repairs as soon as possible, at its expense. KING COUNTY will submit a repair schedule to the City's Operation Superintendent within 72 hours from the time damage occurred or is initially noted by KING COUNTY or City personnel. Any repair



work must be pursuant to plans acceptable to the City and must be accomplished with parts, materials, and labor approved by City personnel. Upon completion of any necessary repairs, KING COUNTY will submit a written statement verifying that the repair work has been completed according to the approved repair schedule. If the repair work is not acceptable, the City's Operations Superintendent may have the repair work performed by City personnel or another private entity. All costs for this repair work will be paid by KING COUNTY.



Project title: Adopt a Resolution Declaring a 2009 Toyota Prius Surplus and Authorizing Sale at Public Auction

Council Bill #**Agenda dates requested:**

June 26, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

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

Resolution

Department(s) involved:

Procurement & Motor Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2009 Toyota Prius (P0316) Surplus and Authorizing Sale at Public Auction ring a**Partner/Supplier:****Location:****Preceding action:****Fund:** 126 Motor Vehicle Replacement**Fiscal summary statement**

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

Project summary statement:

The Police Department owns a 2009 Toyota Prius (P0316). It has 89,575 miles on it and is scheduled to be replaced based on its age, maintenance cost, and maintenance cost scoring.

P0316 has an estimated surplus value of \$6,000 and has been replaced by a 2023 Chevrolet Equinox (P0512).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2009 Toyota Prius, P0316, surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2009 Toyota Prius (P0316) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2009 Toyota Prius (P0316), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2009 Toyota Prius (P0316);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President



City Council Agenda Item Cover Sheet

Project title:

Award the Construction Contract for the Police Facilities Upgrade Project to Viking Construction Group in the Amount of \$370,095.00

Council Bill #**Agenda dates requested:**

Briefing

Proposed action

Consent 06/26/2024

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Bid Summary

Department(s) involved:

Parks & Facilities

Police

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Police Facilities Upgrades Project

Partner/Supplier: Viking Construction Group

Location: 1121 SE Everett Mall Way & 3002 Wetmore Avenue

Preceding action: Call for Bids – [2/8/2023](#)

Fund: Fund 342, Program 032 (CIP 1)

Fiscal summary statement:

Bids were opened on May 28, 2024 with 5 bids received.

Viking Construction Group submitted the lowest responsive, responsible bid in the amount of \$336,756 plus Washington State Sales Tax (\$33,339) for a total construction contract amount of \$370,095.

The engineer's estimate for construction was \$400,000.

This project is listed in the 2024 City Budget and is included in the CIP-1 financial model.

Project summary statement:

South Police Precinct tenant improvements were originally constructed in 2001. The 21-year-old 2,709 square foot men's and women's locker room areas have been heavily used by multiple shifts of patrol officers since its last improvements. The renovation will include flooring replacement, ceramic tile replacement, shower, sinks, toilet fixture replacements, new LED lighting system, refurbishment of all benches, and space painting. Scope of work also includes the Police Headquarters building where there will be targeted demolition to reconfigure several interior office spaces, and reconfiguration and finish upgrades to a conference room and the Forensic Investigation Unit space.

Recommendation (exact action requested of Council):

Award the construction contract for the Police Facilities Upgrades Project to Viking Construction Group in the amount of \$370,095.00.



BID OPENING

BID OPENING DATE: 5/28/2024 @ 2:00PM PDT

ENGINEER'S ESTIMATE: \$400,000.00

PROJECT: Police Facilities Upgrades – Project #: FAC 2024-0315

CONTACT: Joan Olsen, Capital Project Coordinator
jolsen@everettwa.gov
Phone 425.257.6294

<u>BIDDER</u>	<u>LOCATION</u>	<u>TOTAL</u>
Valdez Construction	Oak Harbor	\$474,138.47
TriCo	Burlington	\$479,151.00
JC Killin GC	Edmonds	\$450,370.20
Viking Construction Group	Everett	\$370,095.00
Avara Construction	Redmond	\$391,796.63

Project title: Request for Final Acceptance & Certificate of Completion for 2023 Pavement Maintenance Overlay

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 06/26/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Certificate of Completion

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

Thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 2023 Pavement Maintenance Overlay

Partner/Supplier : Reece Construction Company

Location: Madison Street - Sievers Duecy Blvd. to Commercial Ave.

Preceding action: Contract Award- 4/12/23

Fund: 303 - Public Works Improvement Project

Fiscal summary statement:

Original Contract Amount: \$ 1,616,161.61

Final Contract Voucher Amount \$ 1,295,435.88

Project summary statement:

The general contractor, Reece Construction Company, completed the 2023 Pavement Maintenance Overlay project in accordance with the project's plans and specifications and to the satisfaction of the Public Works Department.

Recommendation (exact action requested of Council):

Accept the 2023 Pavement Maintenance Overlay as complete and authorize the Mayor to sign the Certificate of Completion.



Final Contract Voucher Certificate

Contractor Reece Construction Company			
Street Address PO Box 1531			
City Marysville	State WA	Zip 98270	Date 5/15/24
Work Order No. PW 3789			
Project Title 2023 Pavement Maintenance Overlay			
Date Work Physically Completed 9-27-23		Final Amount \$1,295,435.88	

Contractor's Certification

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

DATED at Arlington, Washington this 15th day of May, 2024.
(City, State)



Contractor Authorized Signature
Andy Reece
Printed Name

President

Title

Public Works Department Certification

I certify to the best of my knowledge the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 6-4-2024

Keith Alewine

Keith Alewine, Construction Manager



Ryan Sass, Director of Public Works

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached. Scanned and/or e-signatures have same effect as ink signatures.

CERTIFICATE OF COMPLETION

Project:	2023 Pavement Maintenance Overlay
Contractor:	Reece Construction Company
Work Order Number:	PW-3789

The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the Project within the time allowed in the Contract.

It is recommended that the City accept this Project as complete.

This certificate waives no rights that the City may have under the Contract, including without limitation rights to enforce the Contract against the Contractor for defective work.

Recommended:



Ryan Sass, Director of Public Works

Date: 6-4-2024

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
FEBRUARY 8, 2023



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

FINAL

Retainage not withheld
per Retainage Bond
#

CONTRACT ESTIMATE VOUCHER
Schedule A

Date: 11/10/2023 CM Check: Mike Kanwisher

Recommended By:

Date:

Date: 11-17-2023 PW Director: [Signature]

Contractor: REECE CONSTRUCTION
Project: 2023 PAVEMENT MAINTENANCE OVERLAY
Estimate: 5
W.O.# PW3789
Ends: 11/03/23

TO DATE	PREVIOUS	PRESENT
\$ 1,295,435.88	\$ 1,287,895.88	\$ 7,540.00
\$ (64,771.79)	\$ (88,337.68)	\$ 23,565.89
\$ 1,230,664.09	\$ 1,199,558.20	\$ 31,105.89

SCHEDULE	ORIG. CONTRACT	TO DATE	VARIANCE
A	\$ 1,616,161.61	\$ 1,295,435.88	\$ (320,725.73)
Total	\$ 1,616,161.61	\$ 1,295,435.88	\$ (320,725.73)

Completed to date: 88.16%

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	Mobilization	LS	\$ 23,334.61	1.00	\$ 23,334.61	1.00	\$ 23,334.61	1.00	\$ 23,334.61	1.00	\$ 23,334.61	0.00	\$ -
2	Flaggers (Minimum Bid Prevailing Wage)	HR	\$ 69.00	3,076.00	\$ 212,244.00	3,076.00	\$ 212,244.00	1,108.50	\$ 76,486.50	1,108.50	\$ 76,486.50	0.00	\$ -
3	Uniformed Police Officer	HR	\$ 137.00	130.00	\$ 17,810.00	130.00	\$ 17,810.00	20.00	\$ 2,740.00	20.00	\$ 2,740.00	0.00	\$ -
4	Project Temporary Traffic Control	LS	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -
5	Portable Changeable Message Sign	HR	\$ 13.00	284.00	\$ 3,692.00	284.00	\$ 3,692.00	585.00	\$ 7,605.00	585.00	\$ 7,605.00	0.00	\$ -
6	Planing Bituminous Pavement	SY	\$ 2.00	46,035.00	\$ 92,070.00	46,035.00	\$ 92,070.00	43,796.00	\$ 87,592.00	43,796.00	\$ 87,592.00	0.00	\$ -
7	Additional Planing Bituminous Pavement	SY	\$ 2.00	6,905.00	\$ 13,810.00	6,905.00	\$ 13,810.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8	HMA Class 1/2 Inch, PG 64-22	TON	\$ 113.00	5,641.00	\$ 637,433.00	5,641.00	\$ 637,433.00	4,553.69	\$ 514,566.97	4,553.69	\$ 514,566.97	0.00	\$ -
9	Street Cleaning	HR	\$ 340.00	120.00	\$ 40,800.00	120.00	\$ 40,800.00	7.00	\$ 2,380.00	7.00	\$ 2,380.00	0.00	\$ -
10	Adjust Manhole to Grade	EA	\$ 750.00	45.00	\$ 33,750.00	45.00	\$ 33,750.00	20.00	\$ 15,000.00	20.00	\$ 15,000.00	0.00	\$ -
11	Adjust Catch Basin/Inlet to Grade	EA	\$ 750.00	41.00	\$ 30,750.00	41.00	\$ 30,750.00	2.00	\$ 1,500.00	2.00	\$ 1,500.00	0.00	\$ -
12	Adjust Valve Box to Grade	EA	\$ 550.00	65.00	\$ 35,750.00	65.00	\$ 35,750.00	71.00	\$ 39,050.00	71.00	\$ 39,050.00	0.00	\$ -
13	Adjust Existing Monument Castings to Grade	EA	\$ 550.00	9.00	\$ 4,950.00	9.00	\$ 4,950.00	3.00	\$ 1,650.00	3.00	\$ 1,650.00	0.00	\$ -
14	Plastic Wide Line	LF	\$ 5.00	14,394.00	\$ 71,970.00	14,394.00	\$ 71,970.00	15,028.00	\$ 75,140.00	15,028.00	\$ 75,140.00	0.00	\$ -
15	Plastic Traffic Arrow	LF	\$ 257.00	40.00	\$ 10,280.00	40.00	\$ 10,280.00	40.00	\$ 10,280.00	40.00	\$ 10,280.00	0.00	\$ -
16	24" Plastic Crosswalk Line	LF	\$ 14.00	2,940.00	\$ 41,160.00	2,940.00	\$ 41,160.00	2,556.00	\$ 35,784.00	2,556.00	\$ 35,784.00	0.00	\$ -
17	24" Plastic Stop Bar	EA	\$ 17.00	465.00	\$ 7,905.00	465.00	\$ 7,905.00	448.00	\$ 7,616.00	448.00	\$ 7,616.00	0.00	\$ -
18	Plastic Line	LF	\$ 2.50	42,814.00	\$ 107,035.00	42,814.00	\$ 107,035.00	40,029.00	\$ 100,072.50	40,029.00	\$ 100,072.50	0.00	\$ -
19	24" Plastic Green Bike Lane Extension Line	LF	\$ 17.00	996.00	\$ 16,932.00	996.00	\$ 16,932.00	1,191.00	\$ 20,247.00	1,191.00	\$ 20,247.00	0.00	\$ -
20	Bike Lane Green Zones	S.F.	\$ 17.00	2,363.00	\$ 40,171.00	2,363.00	\$ 40,171.00	2,003.00	\$ 34,051.00	2,003.00	\$ 34,051.00	0.00	\$ -
21	Plastic Access Parking Space Symbol	EA	\$ 570.00	4.00	\$ 2,280.00	4.00	\$ 2,280.00	4.00	\$ 2,280.00	4.00	\$ 2,280.00	0.00	\$ -
22	Plastic Bike Turn Box with Green Background	EA	\$ 2,900.00	1.00	\$ 2,900.00	1.00	\$ 2,900.00	1.00	\$ 2,900.00	1.00	\$ 2,900.00	0.00	\$ -
23	Plastic Bicycle Lane Symbol with Arrow	EA	\$ 370.00	12.00	\$ 4,440.00	12.00	\$ 4,440.00	11.00	\$ 4,070.00	11.00	\$ 4,070.00	0.00	\$ -
24	Plastic Bicycle Lane Symbol	EA	\$ 257.00	80.00	\$ 20,560.00	80.00	\$ 20,560.00	80.00	\$ 20,560.00	80.00	\$ 20,560.00	0.00	\$ -
25	Raised Pavement Markers, Type 2	Per Hund	\$ 742.00	4.00	\$ 2,968.00	4.00	\$ 2,968.00	3.40	\$ 2,522.80	3.40	\$ 2,522.80	0.00	\$ -
26	Temporary Pavement Markings	LF	\$ 0.50	28,376.00	\$ 14,188.00	28,376.00	\$ 14,188.00	28,376.00	\$ 14,188.00	28,376.00	\$ 14,188.00	0.00	\$ -

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
27	Vehicle Loop Detectors	LF	\$ 32.00	1,315.00	\$ 42,080.00	1,315.00	\$ 42,080.00	2,555.00	\$ 81,760.00	2,555.00	\$ 81,760.00	0.00	\$ -
28	Spill Prevention Control Plan	LS	\$ 755.00	1.00	\$ 755.00	1.00	\$ 755.00	1.00	\$ 755.00	1.00	\$ 755.00	0.00	\$ -
29	Resolve Above Ground Conflicts	Per Est.	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.81	\$ 5,430.00	1.81	\$ 5,430.00	0.00	\$ -
30	Erosion/Water Pollution Control	Per Est.	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -
31	Asphalt Cost Price Adjustment	Per Calc.	\$ 9,347.00	1.00	\$ 9,347.00	1.00	\$ 9,347.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
32	Removing Plastic Traffic Marking	EA	\$ 171.00	3.00	\$ 513.00	3.00	\$ 513.00	5.00	\$ 855.00	5.00	\$ 855.00	0.00	\$ -
33	Removing Plastic Line	LF	\$ 2.00	1,800.00	\$ 3,600.00	1,800.00	\$ 3,600.00	1,919.00	\$ 3,838.00	1,919.00	\$ 3,838.00	0.00	\$ -
34	Removing 24" Plastic Crosswalk Line (Stop Bar)	S.F.	\$ 12.00	50.00	\$ 600.00	50.00	\$ 600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
35	Type C Concrete Curb	LF	\$ 46.00	204.00	\$ 9,384.00	204.00	\$ 9,384.00	205.00	\$ 9,430.00	205.00	\$ 9,430.00	0.00	\$ -
36	Video Detection System	LS	\$ 37,700.00	1.00	\$ 37,700.00	1.00	\$ 37,700.00	1.00	\$ 37,700.00	0.80	\$ 30,160.00	0.20	\$ 7,540.00
2A	Night time Flagging	HR	\$ 103.50			156.00	\$ 16,146.00	329.00	\$ 34,051.50	325.00	\$ 34,051.50	0.00	\$ -

Project title:

Professional Services Agreement (PSA) with Triangle Associates, Inc. to provide student education on surface/storm water management and issues related to wastewater treatment.

Council Bill #**Agenda dates requested:**

Briefing

Proposed action

Consent 06/26/24

Action

Ordinance

Public hearing

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

PSA, Exhibit A & B

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

Project: Professional Services Agreement – Triangle Associates, Inc**Partner/Supplier:** Triangle Associates, Inc.**Location:** Everett water service area**Preceding action:** Agreement for 2021-2024 approved by Council: [5/26/21](#)**Fund:** 401 – Water/Sewer Utility Fund**Fiscal summary statement:**

<u>School Year</u>	<u>Amount</u>
2024-2025	\$178,700
2025-2026	\$179,700
<u>2026-2027</u>	<u>\$181,700</u>
3 Year Total	\$540,100

Project summary statement:

The city operates a school program to educate students on water conservation, surface/storm water management and issues related to wastewater treatment. The purpose of the program is to satisfy education requirements of the Washington State Dept. of Health Water Use Efficiency Rule, Washington State Dept. of Ecology's National Pollutant Discharge Elimination System Phase II Stormwater Permit and wastewater treatment regulations.

Under the terms of the PSA, Triangle Associates, Inc. will promote, schedule and deliver approximately 1,680 classroom workshops during the next three school years ending in 2027, reaching close to 51,000 students in the Everett water service area. These customized workshops, which the city has collaboratively developed with Triangle to meet regulatory requirements, State of Washington Learning Standards/STEM education and is the cornerstone of the City Water Comprehensive Plan's water conservation, or Water Use Efficiency (WUE) program.

Staff will monitor participation levels and teacher evaluations of the workshops to gauge program effectiveness.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Service Agreement with Triangle Associates, Inc. to provide classroom presentations in the Everett Water Service Area for a maximum amount of \$540,100.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Triangle Associates, Inc.
	2825 Eastlake Ave E., Suite 300
	Seattle, WA 98102
	saragr@triangleassociates.com
City Project Manager	Apryl Hynes
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	ahynes@everettwa.gov
	Deliver regional water utilities classroom workshops to K-12.
Completion Date	June 30, 2027
Maximum Compensation Amount	\$540,100

BASIC PROVISIONS	
Service Provider Insurance Contact Information	CLC - Leavitt Group NW
	800-726-8771
	clcnorthwest@leavitt.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Agreed Amendments to General Provisions	<p>The attached General Provisions are amended as follows:</p> <p>Section 11.A.4 is amended to read: “<u>Professional Errors and Omissions Insurance</u> in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.”</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

TRIANGLE ASSOCIATES, INC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Sara Gersten-Rothenberg

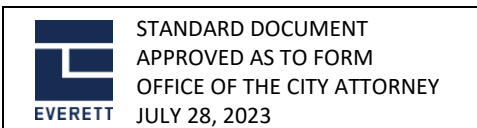
Signer's Email Address: saragr@triangleassociates.com

Title of Signer: Co-president

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so

engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act,

whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.1)**

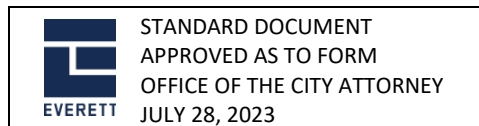


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Exhibit A 2024-2027 Scope of Work

Triangle Associates, Inc. (Triangle) will schedule and present classroom workshops to elementary, middle, and high school students to support the City's regional water conservation program and local surface water/watershed protection and wastewater program. Additionally, Triangle will update and revise lessons and program materials, market programs to teachers and principals, and collect and summarize teacher evaluations of the programs.

TASK 1- WATER CONSERVATION Presentations, Scheduling, Revisions and Evaluation

Triangle shall implement the City's water conservation programs in elementary, middle and high school classrooms throughout the Everett Water Service Area. These presentations are designed to teach age-appropriate methods of water conservation and critical thinking about local water systems. This includes marketing, scheduling, presenting, materials revisions and upkeep, evaluation and program coordination.

Deliverables:

Task 1.1 Water Conservation Presentations:

- Present up to 475 classroom programs
- Send confirmation emails to teachers approximately one week in advance of all presentations
- Document student numbers and giveaways from each teaching day
- Coordinate and train presenters on workshops
- Communicate with City program manager as needed via email, phone or in person

Task 1.2 Water Conservation Revisions, Materials and Expenses:

- Minor updates to all workshop scripts, as needed
- Coordinate with City staff to obtain, sort and distribute student hand-outs, when possible
- Maintain all hands-on classroom materials including refurbishing and purchasing new materials, as needed
- Track mileage, at current IRS rate, for all school travel

Task 1.3 Water Conservation Scheduling, Tracking and Evaluation:

- Maintain school and teacher database contact lists and marketing emails
- Outreach to all eligible teachers and communicate with them regarding registration, scheduling needs and confirmations
- Update online scheduling platform and coordinate with presenter team
- Track daily workshop deliveries and attendance numbers
- Submit progress reports to City monthly, accompanied by monthly invoice (to include work performed broken out by labor hours and direct expenses) for water conservation, stormwater and wastewater
- Administer evaluation process, including updating online evaluation instrument, distributing and reviewing incoming evaluations

- Write and submit annual report by end of June including number of classes taught, evaluation data, updates, and lessons learned
- Submit participation data tracking report by mid January, date to be determined by City Program Manager

TASK 2- SURFACE WATER/WATERSHED PROTECTION Presentations, Scheduling, Revisions and Evaluation

Triangle shall deliver surface water/watershed protection presentations in elementary, middle, and high school classrooms in Everett and the Everett School District. These presentations are designed to provide a basic understanding of surface water and stormwater, watersheds, watershed protection, and critical thinking about watershed protection. This includes marketing, scheduling, presenting, materials revisions and upkeep, evaluation and program coordination.

Deliverables:

Task 2.1 Surface Water Presentations:

- Present up to 60 classroom programs per school year
- Send confirmation emails to teachers approximately one week in advance of all presentations
- Document student numbers and giveaways from each teaching day
- Coordinate and train presenters on of workshops
- Communicate with City program manager as needed via email, phone or in person

Task 2.2 Surface Water Revisions, Materials and Expenses:

- Minor updates to all workshop scripts, as needed
- Develop, pilot and present a storytelling workshop for K-2 students
- Coordinate with City staff to obtain, sort and distribute student materials, when possible
- Maintain all hands-on classroom materials including refurbishing and purchasing new materials, as needed
- Track mileage, at current IRS rate, for all school travel

Task 2.3 Surface Water Scheduling, Tracking and Evaluation:

- Maintain school and teacher database contact lists and marketing emails
- Outreach to all eligible teachers and communicate with them regarding registration, scheduling needs and confirmations
- Update online scheduling platform and coordinate with presenter team
- Track daily workshop deliveries and attendance numbers
- Administer evaluation process, including updating online evaluation instrument, distributing and reviewing incoming evaluations, and final reporting

TASK 3- WASTE WATER/ WATER QUALITY PROTECTION Presentations and Revisions

Triangle shall implement the City's wastewater/water quality protection presentations in middle and high school classrooms in Everett and the Everett School District. These presentations are designed to provide a basic understanding of the wastewater treatment process, how wastewater impacts water quality, and critical thinking about water quality and wastewater systems. This includes, presenting, materials revisions and upkeep, and program coordination.

Deliverables:

Task 3.1 Wastewater Presentations:

- Present up to 25 classroom programs per school year
- Send confirmation emails to teachers approximately one week in advance of all presentations
- Documentation of student numbers and giveaways from each teaching day
- Coordinate and train presenters on workshops
- Communicate with City program manager as needed via email, phone or in person

Task 3.2 Wastewater Revisions, Materials and Expenses:

- Review and partner with City staff regarding aligning tours within school programming workshops as possible
- Coordinate with City staff to obtain, sort and distribute student materials, as possible
- Minor updates to all workshop scripts, as needed
- Maintain all hands-on classroom materials including refurbishing and purchasing new materials, as needed
- Track mileage, at current IRS rate, for all school travel

Assumptions:

- *This Scope of Work does not represent any other contract-whether expressed or implied-between Triangle Associates, Inc. and Everett Public Works.*
- *This Scope of Work reflects annual deliverables based on of a July – June calendar to coincide with the school year.*
- *City staff may assist with evaluation data entry, printing or other administrative tasks as possible and when mutually agreed upon*

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

**Exhibit B
2024-27 Budget**

<u>Task</u>	<u>Category</u>	<u>Description</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Task Total</u>
Task 1 - WATER CONSERVATION	1.1 Presentations	See Scope of Work	\$123,800.00	\$124,500.00	\$126,000.00	\$374,300.00
	1.2 Revisions, materials and expenses	See Scope of Work	\$11,000.00	\$11,000.00	\$11,000.00	\$33,000.00
	1.3 Scheduling, tracking and evaluation	See Scope of Work	\$15,200.00	\$15,500.00	\$16,000.00	\$46,700.00
		Subtotal of Task 1	\$150,000.00	\$151,000.00	\$153,000.00	
Task 2 - SURFACE WATER AND WATERSHED PROTECTION	2.1 Presentations	See Scope of Work	\$14,000.00	\$14,200.00	\$14,200.00	\$42,400.00
	2.2 Revisions, materials and expenses	See Scope of Work	\$4,000.00	\$3,800.00	\$3,800.00	\$11,600.00
	2.3 Scheduling, tracking and evaluation	See Scope of Work	\$3,700.00	\$3,700.00	\$3,700.00	\$11,100.00
		Subtotal of Task 2	\$21,700.00	\$21,700.00	\$21,700.00	
Task 3 - WASTEWATER AND WATER QUALITY PROTECTION	3.1 Presentations	See Scope of Work	\$3,000.00	\$5,000.00	\$5,000.00	\$13,000.00
	3.2 Revisions, materials and expenses	See Scope of Work	\$4,000.00	\$2,000.00	\$2,000.00	\$8,000.00
		Subtotal of Task 3	\$7,000.00	\$7,000.00	\$7,000.00	
		TOTAL	\$178,700.00	\$179,700.00	\$181,700.00	\$540,100.00
			2024-2025	2025-2026	2026-2027	TOTAL

Project title: Resolution approving amendments to the Snohomish County 911 Interlocal Agreement

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 6/26/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Resolution

Department(s) involved:

Police, Legal

Contact person:

John DeRousse

Phone number:

425-257-8460

Email:

jderousse@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement

Partner/Supplier: Snohomish County 911

Location: N/A

Preceding action: Original ILA approved by council [11/22/2017](#)

Fund: N/A

Fiscal summary statement:

The proposed amendment does not include any changes to how fee assessments are calculated.

Project summary statement:

The City of Everett is a principal member of Snohomish County 911 (SNO911) and party to the Regional Public Safety Communications Interlocal Agreement (ILA) since January 1, 2018. The SNO911 governing board is comprised of representatives from participating agencies and has authority to make de minimus changes to the ILA, however certain changes require preapproval from each principal member's legislative body prior to board action.

The substantive change in this amendment requiring legislative body approval relates to how the SNO911 governing board seats are filled. The existing ILA divides the ten (10) police agency board seats based on jurisdiction population and would be changed to mirror the assessment formula which, in addition to population, considers calls for service volume and is a better representation of member agencies' actual usage and participation. It should be noted that these modifications do not impact the City of Everett's current representation on the board.

Recommendation (exact action requested of Council):

Adopt Resolution approving amendments to the Snohomish County 911 Interlocal Agreement.



RESOLUTION NO. _____

A RESOLUTION Approving Amendments to the Snohomish County 911 Interlocal Agreement

WHEREAS,

- A. On November 29, 2017, the City Council authorized the Mayor to sign the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement. This agreement established Snohomish County 911, made Everett a member, and has been amended from time-to-time since 2017 (as amended, the "SNO911 Agreement").
- B. The Governing Board of Snohomish County 911 has requested certain amendments to the SNO911 Agreement regarding the Governing Board and other matters, which are amendments that must be approved by the legislative bodies of the members of Snohomish County 911. The proposed amendments are shown in Exhibit A to this Resolution. The purpose of this amendment is to accomplish this approval.

NOW, THEREFORE, BE IT RESOLVED THAT:

The amendments to the SNO911 Agreement as shown in the attached Exhibit A are hereby approved. The Mayor is authorized to sign any document(s) necessary to implement this approval, including signing if necessary a replacement SNO911 Agreement in substantially the form attached as Exhibit A.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

EXHIBIT A TO RESOLUTION

**AMENDED AND RESTATED
SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY
INTERLOCAL AGREEMENT**

**REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019; NOVEMBER 21, 2019;
AUGUST 20, 2020; APRIL 21, 2022, XXX XX, 2024**

TABLE OF CONTENTS

RECITALS	1
SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER	3
SECTION 2. TERM OF AGREEMENT	5
SECTION 3. DEFINITIONS	5
SECTION 4. SNOHOMISH COUNTY 911 SERVICES	11
SECTION 5. SNOHOMISH COUNTY 911 POWERS	12
SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION	14
SECTION 7. TECHNICAL ADVISORY COMMITTEES	19
SECTION 8. ANNUAL AGENCY REPORT	21
SECTION 9. EXECUTIVE DIRECTOR	22
SECTION 10. PERSONNEL POLICY	23
SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.....	23
SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS	25
SECTION 13. ISSUANCE OF DEBT	28
SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICES TO PRINCIPALS.....	28
SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES	30
SECTION 16. INVENTORY AND PROPERTY	30
SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL	30
SECTION 18. AMENDMENT OF AGREEMENT	31
SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS	32
SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.....	32
SECTION 21. DISPUTE RESOLUTION	33
SECTION 22. INSURANCE	34
SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.....	34
SECTION 24. INTERGOVERNMENTAL COOPERATION	36
SECTION 25. NOTICE	36
SECTION 26. COMPLIANCE WITH LAWS	36
SECTION 27. VENUE	37
SECTION 28. NO THIRD PARTY BENEFICIARIES	37
SECTION 29. SEVERABILITY	37
SECTION 30. RATIFICATION.....	37
SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE	37

EXHIBITS AND APPENDICES

Exhibit A	Process for Selecting Governing Board Members and Alternates	A-1
Exhibit B	Principal Assessment Formula	B-1
	Appendix B-1 Definition of “Calls for Service”	B-1-1
Exhibit C	Principals and Associate Agencies of Snohomish County 911	C-1

AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of ~~April 21, 2022~~June 20, 2024.

RECITALS

WHEREAS, pursuant to chapters 24.03 and 24.06 of the Revised Code of Washington (“RCW”), the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto (the “Original Agreement”), and the Articles of Incorporation Due to Consolidation filed on October 18, 2017 (the “Articles of Consolidation”), the governing boards of the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), voted to consolidate SNOCOM and SNOPAC into a new single corporation under chapter 24.06 RCW known as the “Snohomish County Regional Public Safety Communications Agency” (“Snohomish County 911”); and

WHEREAS, the governing boards of Snohomish County 911 and the Snohomish County Emergency Radio System, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SERS”), voted to merge SERS into Snohomish County 911 effective January 1, 2019; and

WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; ~~and~~ August 20, 2020; and April 21, 2022;

WHEREAS, by this Amended and Restated Agreement effective as of the date stated above, the Governing Board of Snohomish County 911 desires to create procedural

efficiencies and remove historical provisions that are no longer applicable from this Agreement;

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC became a single corporation to be known as “Snohomish County 911.” Snohomish County 911 was organized as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

ii. SNOCOM, SNOPAC and each party to the Original Agreement (listed in **Exhibit C** attached hereto) delegated to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iii. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, ceased.

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were

taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

v. Snohomish County 911 is responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

vi. Snohomish County 911, as successor to SNOCOM and SNOPAC, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on October 18, 2018, at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW. Subsequent to such approval, representatives of SERS and Snohomish County 911 executed the Articles of Merger and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger was January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

i. SERS was merged into Snohomish County 911 as provided in the Articles of Merger.

ii. The separate existence of SERS ceased.

iii. Snohomish County 911 thereupon and thereafter possessed all the rights, privileges, immunities, and franchises, of both a public and private nature, of SERS; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to SERS, were and shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such merger.

iv. Snohomish County 911 was and shall be responsible and liable for all the liabilities and obligations of SERS, and any claim existing or action or proceeding pending by or against any of such corporation may be prosecuted as if such merger had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SERS shall be impaired by such merger.

v. Snohomish County 911, as successor to SERS, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SERS, including past and current providers, that existed prior to merger.

vi. All amounts held in reserve funds held by SERS as of the Merger Effective Date were transferred to Snohomish County 911 to be placed in a Radio System reserve fund or funds at Snohomish County 911.

vii. The statements set forth in the Articles of Merger shall be deemed to be the articles of incorporation of Snohomish County 911, and shall amend and restate, in their entirety, the Articles of Consolidation.

viii. This Agreement shall govern the Snohomish County 911.

ix. Snohomish County 911 has and shall continue to have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall carry forward the initial 6-year term provided for in the Original Agreement. The initial term of this Agreement, therefore, shall be from the Merger Effective Date through December 31, 2023 (the “Initial Term”). Thereafter, this Agreement shall be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.q, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their

emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agreement. “Agreement” means this Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be further amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

c. Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

d. Articles of Consolidation. “Articles of Consolidation” mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

e. Articles of Merger. “Articles of Merger” mean the Articles of Incorporation Due to Merger of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula as provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board.

g. Associate Agency. “Associate Agency” is a unit of local government that has agreed to the terms of this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in **Exhibit A**. A list of the Associate Agencies as of the Merger Effective Date is included in **Exhibit C**.

h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief executive officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” or “Radio System” is the Snohomish County emergency radio system developed, owned and operated by SERS prior to the Merger Effective Date, including all additions, replacement and improvements thereto, and shall include the Emergency Radio System Replacement Project.

p. Emergency Public Radio System Replacement Project. The “Emergency Public Radio System Replacement Project” or “Radio System Replacement Project” is the project to (i) replace and upgrade the Radio System as it exists as of the Merger Effective Date, including all equipment, improvements and real and personal property necessary to accomplish such project, (ii) provide for an initial replacement of the existing subscriber

equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

q. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

r. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

s. Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

t. Initial Term. “Initial Term” shall have the meaning set forth in Section 2 of this Agreement.

u. Merger Effective Date. The “Merger Effective Date” is January 1, 2019.

v. Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

w. Original Agreement. “Original Agreement” means the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto. The parties to the Original Agreement were Principals of Snohomish County 911 as of the Consolidation Effective Date and will continue to be Principals of Snohomish County 911 as of the Merger Effective Date. A list of the Principals as of the Merger Effective Date is included in **Exhibit C**.

x. Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

y. Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

z. Plan of Merger. “Plan of Merger” means the plan approved by Snohomish County 911 and SERS as required by chapter 24.06 RCW.

aa. Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

bb. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

cc. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

dd. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which is a party to the Original Agreement, has executed this Agreement, or has agreed in writing to the terms of this Agreement. The Principals of Snohomish County 911 as of the Merger Effective Date are listed in **Exhibit C**.

ee. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

ff. Radio System. “Radio System” means the Emergency Public Safety Radio System.

gg. Radio Unit. A “Radio Unit” is a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the Emergency Public Safety Radio System.

hh. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

ii. SERS. “SERS” was the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as thereafter amended.

jj. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

kk. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber.

ll. SNOCOM. “SNOCOM” was the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

mm. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed as of the Consolidation Effective Date pursuant to chapters 39.34 and 24.06 RCW, the Original Agreement (as amended and restated by this Agreement) and the Articles of Consolidation.

nn. SNOPAC. “SNOPAC” was the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

oo. State. “State” means the state of Washington.

pp. Subscriber. A “Subscriber” is a public or private entity or agency that has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14.

qq. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

rr. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

ss. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies.

User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

tt. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided

by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. Beginning January 1, 2022, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;
- g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members ~~and one (1) non-voting member.~~ Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies; and five (5) Governing Board voting member seats shall be allocated to Fire Agencies; ~~and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal.~~ Governing Board Members and their alternates shall be selected in the manner described in **Exhibit A**.

b. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit A** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a person reporting directly to the Snohomish County Executive.

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May.

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective

public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

e. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

f. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit A**. Alternates must meet the same qualifications as Governing Board Member.

g. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

h. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.i require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);

- ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
 - iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
 - iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
 - v. Reinstatement of a Principal that has been converted to Subscriber;
 - vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
 - vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b;
 - viii. Adoption or amendment of any bylaws, or amendment of the Articles;
 - ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
 - x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
 - xi. Termination or dissolution of Snohomish County 911 per Section 20;
 - xii. Approval of debt pursuant to Section 13; and
 - xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.
- j. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside at the meetings of the Governing Board. The Vice-President shall assume this role in

absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

l. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

n. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

o. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

p. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

q. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOFAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

r. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-quarter of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected by vote of the Committee Representatives.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating

in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY REPORT.

a. Contents. The Executive Director shall prepare an Annual Agency Report no later than April of each year. The report shall include a description of:

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

b. Availability. The Executive Director shall ensure that the Annual Agency Report is distributed to the Governing Board and Principals and made available the general public each year.

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director may be appointed to serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.

- a. Operational Effectiveness. The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.
- b. Operational Standards for Radio System. The Governing Board shall adopt operation and maintenance standards for the Radio System. The Technical Advisory Committees shall submit to the Governing Board recommendations regarding operation and maintenance standards for the Radio System.
- c. Radio System Use. Each Participating Agency shall use the Radio System exclusively for approved Radio System purposes and in strict accordance with all applicable federal law and regulations. Principals hereby agree, and Subscribers shall agree in their applicable contract to agree, to abide by all Federal Communication Commission rules and regulations concerning the use of shared radio facilities.
- d. Radio System Access Priorities. Principals shall have priority access to the Radio System. Upon approval by the Governing Board, access may be provided by contract to Subscribers in the following priority:

i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;

ii. Priority 2: other public agencies with emergency response duties; and

iii. Priority 3: other entities, as determined by the Governing Board.

Emergency Public Safety Radio System Replacement Project. Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County. **SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 25**. Thereafter and in no event later than **September 30**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. Additional Services require only Simple Majority Vote of the Governing

Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. If such Assessments, are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves.

Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are

on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority.

To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to amend or otherwise modify any terms or conditions of a separate agreement between a Participating Agency and Snohomish County (or other Participating Agency or Agencies) with respect to capital contributions, guarantees or the repayment of debt.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement or agree in writing to the term of this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment

or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.

- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those

Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of

this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the

performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. 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 a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party'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 Agreement.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email, or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE.

The Original Agreement was executed on behalf of each Principal by its duly authorized representative following approval of the Original Agreement by motion, resolution or ordinance of its legislative authority. Pursuant to the terms of the Original Agreement and except for certain amendments as provided in Section 18 of the Original Agreement, the Original Agreement may be amended from time to time by Supermajority Vote of the Governing Board of Snohomish County 911 without further approval of legislative authorities of the Principals.

Pursuant to Section 4, Section 6.j and Section 18 of the Original Agreement, after giving 30 days' notice to each Principal as required by Section 18 of the Original Agreement, the Governing Board of Snohomish County 911, by Supermajority Vote of its Principals, authorized the amendment and restatement of the Original Agreement by the execution and delivery of this Agreement.

This Agreement shall be deemed adopted and effective as of ~~April 21 XXXX XX, 2022~~ June 20, 2024, and as of such date, this Agreement shall control the operations and governance

of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

This Agreement shall be executed by the President of the Governing Board, and attested to by the Secretary of the Governing Board.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

Snohomish County 911

By: _____
Jon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

~~Governing Board Members shall be selected as soon as practicable, not no later than sixty (60) days following the ratification of changes to Exhibit A, through the process described below. Initial terms for Board Members shall run through 2026 and Beginning beginning in 2022~~2026, Governing Board Members are selected every two (2) years in April, through the process described below.

If not defined in this **Exhibit A**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.
- **Administration and Technology Cost Center** means all costs allocated to this cost center that are not otherwise attributed to another cost center as defined in Exhibit B.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by ~~Population Served~~the pro rata share of the Administration and Technology Cost Center for each Police Agency from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of ~~Population Served~~pro rata share of the Administration and Technology Cost Center, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on ~~Population Served~~pro rata share of the Administration and Technology Cost Center, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:

- i. ~~No~~ Police Agency shall be divided into two caucuses.
- ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the ~~population target~~pro rata share target to the extent necessary to completely include the ~~target population~~pro rata share target and not divide any Police Agency between caucuses), and the larger Police Agency caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.

- ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
- iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
- iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
- vii. The Secretary shall record the votes of the caucus. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives participating in the meeting, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office. This record shall be included in the next regularly scheduled board meeting packet.

~~b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.~~

e.b. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
---	--

Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

~~Associate Agencies and Single-Service Principals (1 non-voting Governing Board Member)~~

1 Caucus	1 non-voting Board Member
---------------------	--------------------------------------

Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve

the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police **or** Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

Capitalized terms used in **Exhibit B** not defined in this **Exhibit B** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration ~~,and~~ Technology, ~~and~~ Wireless Technology**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.
- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.

- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the Administration and Technology, Call Taker, Police Dispatch and Fire Dispatch cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal.
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Principal's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Principal's Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Principal's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

Principals who were "SERS Phase II" agencies and have a contract with Snohomish County whereby the Principals remit operations and maintenance expenses for SERS to the County to be passed through to SERS will continue to pay operation and maintenance expense of the Radio System under such existing agreements until such agreements are modified to permit direct payment of these charges, or such until such agreements expire, whichever is first.

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911.

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less* **Other Revenues**.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration ~~and Technology, Technology and Wireless Technology~~ Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies including wireless technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

Call Taker Costs include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix B-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix B-1**.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in **Exhibit A**.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

"Service Area" means the geographic area of all territory Directly Served by a Principal Police Agency or Fire Agency, with the County's Service Area excluding incorporated areas that are Directly Served by another Police Agency.

Appendix B-1

Definition of “Calls for Service”

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department’s jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include “cleared incidents”*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

EXHIBIT C

Principals and Associate Agencies of Snohomish County 911

PRINCIPALS:

SNOHOMISH COUNTY
CITY OF ARLINGTON
CITY OF BRIER
CITY OF EDMONDS
CITY OF EVERETT
CITY OF LAKE STEVENS
CITY OF LYNNWOOD
CITY OF MARYSVILLE
CITY OF MILL CREEK
CITY OF MONROE
CITY OF MOUNTLAKE TERRACE
CITY OF MUKILTEO
CITY OF WOODWAY
MARYSVILLE FIRE DISTRICT
NORTH COUNTY REGIONAL FIRE AUTHORITY
SNOHOMISH REGIONAL FIRE AND RESCUE
SNOHOMISH COUNTY FIRE DISTRICT NO. 4
SNOHOMISH COUNTY FIRE DISTRICT NO. 5
SNOHOMISH COUNTY FIRE DISTRICT NO. 15
SNOHOMISH COUNTY FIRE DISTRICT NO. 16
SNOHOMISH COUNTY FIRE DISTRICT NO. 17
SNOHOMISH COUNTY FIRE DISTRICT NO. 19
SNOHOMISH COUNTY FIRE DISTRICT NO. 21
SNOHOMISH COUNTY FIRE DISTRICT NO. 22
~~SNOHOMISH COUNTY FIRE DISTRICT NO. 23~~
SNOHOMISH COUNTY FIRE DISTRICT NO. 24
SNOHOMISH COUNTY FIRE DISTRICT NO. 25
SNOHOMISH COUNTY FIRE DISTRICT NO. 26
SNOHOMISH COUNTY FIRE DISTRICT NO. 27
SNOHOMISH COUNTY FIRE DISTRICT NO. 28
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

ASSOCIATE AGENCIES:
CITY OF DARRINGTON
CITY OF GOLD BAR
CITY OF GRANITE FALLS
CITY OF SNOHOMISH
CITY OF STANWOOD
CITY OF SULTAN



City Council Agenda Item Cover Sheet

Project title: Emergency Management Performance Grant

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 06/26/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Department(s) involved:

Office of Emergency
Management

Contact person:

Jim Sande

Phone number:

425-257-8109

Email:

jsande@everettwa.gov

Initialed by:

JS

Department head

Administration

Council President

Project: 2024 Emergency Management Performance Grant

Partner/Supplier: Washington State Military Department

Location: N/A

Preceding action: N/A

Fund: Fund 030

Fiscal summary statement:

Grant award: \$53,611

Financial impact: None

Funding source: Washington State Military Department

Project summary statement:

Renewal Grant: Since 2005, the Washington State Military Department has awarded the Emergency Management Performance Grant (EMPG) annually to the Office of Emergency Management to support departmental costs associated with personnel and supplies. The purpose of EMPG is to support jurisdictions through an all-hazards approach to sustaining and enhancing disaster program areas. The primary objective of the grant program is to assist agencies in implementing measures to support a secure and resilient nation. Office of Emergency Management staff salary and benefits are utilized to meet grant match requirements with no additional costs incurred by the City.

Recommendation (exact action requested of Council):

Authorize staff to apply for and if awarded authorize the Mayor to sign all necessary and required documents to accept the Emergency Management Performance Grant in the amount of \$53,611.

Project title: Everett Housing Authority Park District Development
Planned Development Overlay and Development Agreement

Council Bill # *interoffice use*

CB 2406-10

Agenda dates requested:

Briefing	6/12/24
Proposed action	6/26/24
3 rd Reading	7/10/24
Consent	
Action	
Ordinance	X
Public hearing	6/26 & 7/10/24
X Yes	No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:Staff memo
Ordinance**Department(s) involved:**

Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8731

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Everett Housing Authority Park District Development**Partner/Supplier:** Everett Housing Authority**Location:** Former Baker Heights – 16 acres centered on 13th St. and Hemlock St.**Preceding action:** Built Environment Committee Briefing: [2/14/24](#), [11/8/23](#), [7/12/23](#)**Fund:** N/A**Fiscal summary statement:**

No fiscal impact.

Project summary statement:

A planned development overlay (EMC 19.29) is a mechanism for a development that is innovative or otherwise beneficial to the community but which does not strictly comply with the provisions of the zone in which the property is located. A planned development overlay approval is equivalent to a rezone, and like a rezone must be consistent with the comprehensive plan.

The proposed Park District Planned Development Overlay includes three components: a set of modified development regulations (Exhibit A.1), a set of modified design standards (Exhibit A.2), and a preliminary development plan (Exhibit C). EMC 19.29 establishes a two-step process, with a more conceptual Preliminary Development Plan followed within three (or four with an extension) years by a Final Development Plan under EMC 19.29.080. Everett Housing Authority has developed a detailed Preliminary Development Plan in this case, already meeting most of the requirements of the Final Development Plan. In addition, this ordinance authorizes execution of a development agreement (attached as Exhibit D), which will implement the Planned Development Overlay and govern other aspects of the Park District.

Recommendation (exact action requested of Council):

Adopt Ordinance relating to the Park District, adopting a Planned Development Overlay under Chapter 19.29 EMC and approving a Development Agreement.

STAFF MEMORANDUM

TO: Everett City Council
FROM: Yorik Stevens-Wajda, Planning Director
DATE: May 24, 2024
MEETING DATE: June 5, 2024
SUBJECT: Everett Housing Authority Park District Development

INTRODUCTION

The Park District, located in the Delta Neighborhood, was previously known as Baker Heights. This 16-acre site, vacant since 2019, is proposed by the Everett Housing Authority (EHA) for redevelopment into a mixed use and mixed income community.

The project design proposes 1,500 homes, 20,200 square feet of retail/restaurant, 24,000 square feet of office, 26,400 square feet of non-profit space, and a 1.5-acre public park. EHA is working towards a phased 10-year design and construction process, consistent with a goal cited in their 2020-2029 Strategic Plan.

Development of the site proposes the following, each addressed below in this memo:

- Comprehensive plan amendment
- Planned development overlay
- Development agreement
- Street reconfiguration (vacation/dedication)

APPLICATION MATERIALS & SUPPORTING DOCUMENTS

The Everett Housing Authority submitted a set of application materials in August 2023 with a few updates since then. These materials are available on the [Everett Housing Authority Park District webpage](#) and using the links below (blue text).

Application Package

[Application & Checklist](#)

- [Site information \(Exhibit B\)](#), [civil basis of design](#), [site survey](#), and [Geotechnical report](#)
- [Response to evaluation criteria \(Exhibit A.3\)](#)
- [Supporting city policies \(Exhibit A.4\)](#)

Comprehensive Plan Amendment

[Comprehensive Plan Amendment \(Exhibit A.5\)](#)

Planned Development Overlay

- [Development Regulations \(Exhibit A.1\)](#)
- [Design Standards \(Exhibit A.2\)](#)
- [Development plan \(Exhibit C\)](#)

Supporting Documents:

- [Summary of changes to project documents in 2023-24](#)
- [Everett Housing Authority – Information Booklet](#)
- [Everett Housing Authority – Response to planning commission questions \(February 2024\)](#)
- [Everett Housing Authority – Park District Positive Fiscal Impacts \(February 2024\)](#)

- [Everett Housing Authority – Park District Affordability Information \(February 2024\)](#)

Final Environmental Impact Statement

Full [Final Environmental Impact Statement](#) (30mb pdf)

Draft Environmental Impact Statement

Full [Draft Environmental Impact Statement](#) (60mb pdf)

Chapters

1. [0.1 - Cover Letter](#)
2. [0.2 - Fact Sheet](#)
3. [Chapter 1 - Summary](#)
4. [Chapter 2 - Project Description](#)
5. [Chapter 3 - Environmental Impacts Mitigation and Unavoidable Adverse Impacts](#)
6. [Chapter 4 - Acronyms and Definitions](#)
7. [Chapter 5 - References](#)
8. [Chapter 6 - Distribution List](#)

Appendices

1. [Appendices Table of Contents](#)
2. [Appendix A - Scoping Summary](#)
3. [Appendix B - Earth Report](#)
4. [Appendix C - Water Resources Report](#)
5. [Appendix D - Critical Areas Report](#)
6. [Appendix E - GHG Worksheets](#)
7. [Appendix F - Noise Report](#)
8. [Appendix G - Aesthetics Graphics](#)
9. [Appendix H - Transportation Report](#)
10. [Appendix I - Utilities ReportPDF](#)

COMPREHENSIVE PLAN AMENDMENT

The proposed development program for the Park District includes buildings that range from two-story townhouses to mixed use buildings with up to twelve floors*. The [comprehensive plan](#) land use element includes a table associated with policy 2.11.1 that restricts building intensity to up to 10 stories for areas designated Multifamily Residential on the comprehensive plan [land use map](#).

The proposal includes an amendment to this table to allow buildings up to fifteen stories in the Multifamily Residential land use designation in a planned development overlay, which would support more space for open space and amenities while maintaining the number of housing units in the development program.

LAND USE DESIGNATION	POPULATION DENSITIES	BUILDING INTENSITY	AREA (AC) DESIGNATED
Residential, Single Family	5 to 15 units per gross acre	<ul style="list-style-type: none"> • No more than 40% lot coverage • Up to 3 stories 	11,415 acres 32%
Residential, Multifamily	15 to unlimited units per gross acre	<ul style="list-style-type: none"> • No more than 95% lot coverage • Up to 10 stories 	2,238 acres 6%
Metropolitan Center	15 to unlimited units per gross acre	<ul style="list-style-type: none"> • Unlimited lot coverage • Up to 25 stories 	672 acres 2%
Commercial Mixed-Use	15 to unlimited units per gross acre	<ul style="list-style-type: none"> • Unlimited lot coverage • Up to 10 stories 	2,155 acres 6%
Industrial	0 to 15 units per gross acre	<ul style="list-style-type: none"> • Unlimited lot coverage • Up to 8 stories 	5,143 acres 15%
Local Resource Lands	0 to 2 units per gross acre	<ul style="list-style-type: none"> • No more than 40% lot coverage • Up to 3 stories 	14,357 acres 40%

Note that the Park District Planned Development Overlay was amended in May 2024 to reduce maximum building heights to 12 floors. The comprehensive plan amendment would still authorize 15 floors, but no development could build that high without separate action by the city council to approve a planned development overlay.

* See section 2 (heights) of the proposed planned development overlay Development Regulations (Exhibit A.1) for how heights would be measured, which would be different than the method in Chapter [19.22](#) EMC

Everett Housing Authority applied for a specific amendment in summer 2023 and the city council directed[†] that the application be addressed “prior to the periodic update and along with the pending Park District development review process” ([Resolution 7924](#)).

Criteria

Criteria for comprehensive plan amendments are provided in EMC [15.03.400\(E\)](#) and listed below along with applicant and staff comments:

- *Have circumstances related to the subject policy changed sufficiently since the adoption of the plan to justify a change to the subject policy?*
- *Are the assumptions upon which the policy is based erroneous, or is new information available that was not considered at the time the plan was adopted, that justify a change to the policy?*

Applicant comments: see Comprehensive Plan Amendment submittal ([Exhibit A.5](#)) Attachment A.

Staff comments: Between 2004 and 2020, building intensities were addressed with a policy that pointed to the zoning code and considered the potential for revisions over time. The future land use map included housing density ranges for different future land use categories - Baker Heights was designated *1.7 Multiple Family, 30-50 dwellings per gross acre*. This policy was maintained in the 2015 periodic update.

In 2020, the city adopted a package of comprehensive plan amendments including a consolidation of land use categories. The consolidation generally increased development capacity by swapping dwelling density limits for height limits: for the Multifamily designation, a density range of 30 to 50 dwellings per gross acre was replaced with a density range of 15 to unlimited dwelling units per gross acre with a limit of 10 stories (the Park District proposal would provide a little over 90 dwellings per acre).

Circumstances have recently changed and new information is available in relation to this proposal:

- In October 2020, the Puget Sound Regional Council adopted [VISION 2050](#), establishing new multicounty planning policies and a regional growth strategy which calls for Everett, a Metropolitan Center regional geography, to plan for and accommodate 20% of the population growth in Snohomish County through 2050.
- In September 2021, the Snohomish County Council adopted the [2021 Snohomish County Buildable Lands report](#), which indicated a shortfall in housing capacity in Everett (“*Key results: ... There is a significant 2035 population capacity shortfall within the City of Everett*”), which puts Everett into a so-called reasonable measures framework (see RCW [36.70A.215](#) and appendix D of the [Countywide Planning Policies](#)) that requires actions to address the capacity shortfall.
- In June 2023, Snohomish County Tomorrow and the Snohomish County Council completed adoption of a new housing growth target (appendix B, Table H2 of the [Countywide Planning Policies](#)) for Everett of 38,557 new housing units in Everett by 2044 at a range of affordability levels. This target further exceeds Everett’s buildable housing capacity and requires actions to address the capacity shortfall as part of, or prior to, the comprehensive plan periodic update.

- *Does the proposed change in policy promote a more desirable growth pattern for the community as a whole?*

Applicant comments: see Comprehensive Plan Amendment submittal ([Exhibit A.5](#)) Attachment A.

Staff comments: to help clarify what a “more desirable growth pattern” would be, staff reviewed the goals and objectives of the land use and housing elements (see below, with relevant passages in bold).

[†] Everett adopted August 23, 2023

Land Use

Goal: It is the City's intent that the Land Use Policies **implement the goals of the Growth Management Act, VISION 2040 Regional Growth Strategy, Snohomish Countywide Planning Policies**, and provide sufficient direction to accomplish the following objectives

Objective 2.1: Provide for the public health, safety and welfare of the Everett community.

Objective 2.2: Provide **sufficient land and development standards to allow the community to grow in a desirable manner.**

Objective 2.3: Establish land use patterns that encourage the **efficient utilization of land, energy resources, transportation facilities, public infrastructure, and the economic provision of public services**, and that further the goals of the other elements of the comprehensive plan.

Objective 2.4: **Reinforce, maintain and enhance the desirable qualities of Everett's neighborhoods.**

Housing

Goal: The goal of the Housing Element is to **provide sufficient housing opportunities to meet the needs of present and future residents of Everett** for housing that is decent, safe, accessible, attractive and affordable.

Objective 4.1: The City shall **promote a wide variety of choices for safe and decent housing** for all citizens through a variety of housing types within the Everett Planning Area.

Objective 4.2: The City shall preserve and enhance the value and character of its neighborhoods by improving and extending the life of existing housing stock.

Objective 4.3: The City shall **increase access to affordable housing by instituting a variety of programs increasing the supply of housing while maintaining the character of existing neighborhoods.**

Objective 4.4: Promote a housing policy and land use pattern that **increases the ratio of housing units (for a variety of income levels) to jobs** within the Everett Planning Area.

Objective 4.6: Promote programs and consider enacting incentives that increase the opportunity for residents to purchase housing in the Everett Planning Area.

Objective 4.7: The City shall **encourage new multiple family housing development in locations that have the least impact to existing single-family neighborhoods**, designed to be compatible with and complementary to surrounding land uses.

Objective 4.8: The City shall continue to support housing programs that increase the supply of housing for low-income households and special needs populations. ...

Objective 4.9: The City shall actively promote an equitable distribution of the burden of providing housing opportunities throughout the entirety of Snohomish County with other local governments within the county.

Objective 4.10: The City shall **provide land use designations and policies that provide sufficient capacity** and a conditional target to accommodate a 2035 population of at least 165,000, and a default population growth target of 143,000 for the Everett city limits (as of 2015), and the population growth target of 47,156 for the unincorporated portion of the Everett Municipal Urban Growth Area (MUGA).

Objective 4.11: The City shall encourage residential housing developments to utilize all appropriate available technologies and implement regular maintenance schedules to **improve energy efficiency.**

Objective 4.12: The City shall develop a coordinated response strategy to preserve neighborhood stabilization from foreclosure crisis.

Objective 4.13: The City shall encourage policies and programs that make housing more resistant to natural disasters.

While the effect of the amendment is practically limited to the Park District proposal (because the comprehensive plan will be thoroughly updated before another planned development overlay on a 5+ acre site could be approved), taller buildings allow for the city's growth targets (housing and employment) to be accommodated with less land area, which represents more efficient utilization of land, energy resources, transportation facilities, public infrastructure, and public services. Taller buildings can provide additional choices for safe and decent housing in Everett. Limiting taller buildings to developments using a Planned Development Overlay also provides additional oversight and methods to minimize impact to existing single-family neighborhoods and be compatible with and complementary to surrounding land uses.

- *Is the proposed policy change consistent with other existing plan policies, or does it conflict with other plan policies?*

Applicant comments: see Comprehensive Plan Amendment submittal ([Exhibit A.5](#)) Attachment A.

Staff comments: the proposed comprehensive plan amendment is consistent with the rest of the comprehensive plan and consistent with the [Countywide Planning Policies](#), [Multicounty Planning Policies](#), and [Growth Management Act](#).

The land use element calls for the city to efficiently use land, energy resources, transportation facilities, and public facilities and services; assure a wide range of housing opportunities throughout the entire community; and assure that multiple family developments integrate with and enhance the neighborhoods in which they are permitted. The plan encourages additional choices for safe and decent housing in Everett. Limiting taller buildings to developments using a Planned Development Overlay also provides additional methods to minimize impact to existing single-family neighborhoods and be compatible with and complementary to surrounding land uses.

While not listed as a criteria for comprehensive plan amendments, consistency with [multicounty](#) and [countywide](#) planning policies is required. Staff reviewed both, with some key policies listed below, with relevant passages in bold.

Multicounty Planning Policies

MPP-RGS-1 **Implement the Regional Growth Strategy** through regional policies and programs, countywide planning policies and growth targets, local plans, and development regulations.

MPP-RGS-6 **Encourage efficient use of urban land by optimizing the development potential of existing urban lands and increasing density in the urban growth area** in locations consistent with the Regional Growth Strategy.

MPP-RGS-7 **Provide additional housing capacity in Metropolitan Cities** in response to rapid employment growth, particularly through increased zoning for middle density housing. Metropolitan Cities must review housing needs and existing density in response to evidence of high displacement risk and/or rapid increase in employment.

MPP-DP-1 **Develop high-quality, compact urban communities** throughout the region's urban growth area that **impart a sense of place, preserve local character, provide for mixed uses and choices in housing types, and encourage walking, bicycling, and transit use.**

MPP-DP-4 **Support the transformation of key underutilized lands**, such as surplus public lands or environmentally contaminated lands, **to higher-density, mixed-use areas** to complement the development of centers and the enhancement of existing neighborhoods.

While the effect of the amendment is practically limited to the Park District proposal, taller buildings will be necessary to implement the [Regional Growth Strategy](#), encourage efficient use of urban land, provide additional housing capacity in Everett, develop high-quality, compact urban communities that impart a sense of place and encourage travel by foot, bike, and transit, and support the transformation of key underutilized lands to higher-density, mixed-use areas.

Staff recommendation

Staff recommend approval of the proposed comprehensive plan amendment.

Planning Commission recommendation

The Planning Commission recommended approval of the proposed comprehensive plan amendment via [Planning Commission Resolution 24-01](#), noting that:

The planning commission recognizes that the capital facilities and utilities element of the forthcoming comprehensive plan update must recognize and address the offsite infrastructure demands, such as those at Wiggums Hollow Park and sidewalk improvements on 15th, that are generated by this project.

PLANNED DEVELOPMENT OVERLAY

A planned development overlay (EMC [19.29](#)) is a mechanism for a development that is innovative or otherwise beneficial to the community but which does not strictly comply with the provisions of the zone in which the property is located. A planned development overlay approval is equivalent to a rezone, and like a rezone must be consistent with the comprehensive plan.

The proposed Park District Planned Development Overlay includes three components: a set of modified [development regulations \(Exhibit A.1\)](#), a set of modified [design standards \(Exhibit A.2\)](#), and a preliminary [development plan \(Exhibit C\)](#). EMC 19.29 establishes a two-step process, with a more conceptual Preliminary Development Plan followed within three (or four with an extension) years by a Final Development Plan under EMC [19.29.080](#). Everett Housing Authority has developed a detailed Preliminary Development Plan in this case, already meeting most of the requirements of the Final Development Plan.

The Park District site is currently zoned UR-3 with a height limit of four floors, which together limit the potential use of the site. The proposed planned development overlay addresses topics including:

- Allowing non-residential uses, including small scale retail, other commercial uses, and community and civic uses
- Allowing buildings up to 12 floors (*note: this was reduced in May 2024 from 15 floors*) above the street grade at the primary frontage (see section 2 of the proposed planned development overlay for how heights would be measured, which would be different than Chapter [19.22](#) EMC)
- Providing more flexibility in parking, landscaping, and sign standards
- Establishing a set of design standards particular to the Park District

Criteria

Criteria for planned development overlays are provided in [EMC 19.29.040\(B\)](#) and [19.29.050\(C\)](#) and listed below along with applicant and staff comments:

- *The planned development overlay may allow nonresidential uses which are not otherwise permitted in the underlying use zone only under one or more of the following circumstances:*
 - a. *The use shall be part of a planned development in which not more than twenty-five percent of the gross floor area of the development is devoted to a use which is not otherwise permitted in the underlying use zone.*
 - b. *The use shall be supportive of and/or complementary to the other uses within a planned development.*
 - c. *The use shall be compatible with the uses permitted in the surrounding area.*
 - d. *There is public benefit to be realized by allowing the proposed use.*

Approval of alternative development standards proposed by a planned development shall be based upon the quality of the development plan and ... the ability of the proposal to satisfy the following criteria:

- *The quality of the proposed development and its compatibility with surrounding properties, especially related to:*
 - a. *Landscaping and buffering of buildings, parking, loading and storage areas;*
 - b. *Public safety;*
 - c. *Site access, on-site circulation and off-street parking;*
 - d. *Light and shadow impacts;*
 - e. *Number, size and location of signs;*
 - f. *Generation of nuisance irritants such as noise, smoke, dust, odor, glare, vibration or other undesirable impacts;*
 - g. *Architectural design of buildings and harmonious use of materials;*
- *The unique characteristics of the subject property;*
- *The unique characteristics of the proposed use(s);*
- *The arrangement of buildings and open spaces as they relate to various uses within or adjacent to the planned development;*
- *Visual impact of the planned development upon the surrounding area;*
- *Public improvements proposed in connection with the planned development;*
- *Preservation of unique natural features of the property;*
- *The public benefit derived by allowing the proposed alteration of development standards.*

Applicant comments: see Response to PDO Approval Criteria ([Exhibit A.3](#)).

Staff comments (uses): the proposed planned development overlay proposes 20,200 square feet of retail/restaurant, 24,000 square feet of office, and 26,400 square feet of non-profit space as part of the development, together representing around 5% of the Park District building area. These nonresidential uses would complement and support the Park District's residential component and would be compatible with the surrounding neighborhood by providing opportunities for easy access to some daily needs including food and beverage, childcare, and entertainment at a neighborhood-level scale. Public benefit would be realized through better access to those daily needs for residents of the Delta Neighborhood and affordable space for nonprofit and civic uses.

While not listed as a criteria for planned development overlays, consistency with the comprehensive plan is required. Land use policy 2.1.3 calls for the city to "discourage the encroachment of commercial uses into residential zones", but also calls out an exception for "a limited amount of small scale office or retail uses in mixed use buildings in multiple family zones", which is what the proposal includes.

Staff comments (PDO): The proposed planned development overlay and Preliminary Development Plan is the result of a multi-year design process led by Everett Housing Authority and a team of consulting experts in urban design, architecture, civil engineering, landscape design, and transportation planning. City staff, the planning commission, and members of the public provided input along the way, which was incorporated into the design as much as possible consistent with the project objectives. The resulting proposal demonstrates attention to detail, incorporates features to enhance compatibility with the surrounding neighborhood, and advances the public interest by providing a stream of new investment, amenities, and housing opportunities in the Delta neighborhood for years to come.

There has been debate among planning commissioners and members of the public about the scale of the development, the height of the buildings, and whether the development would be out of character for the neighborhood. The project design uses a number of techniques to improve compatibility with the surrounding neighborhood, including clustering taller buildings away from the edges of the site, providing plentiful landscaping and significant blocks of open space, and providing an inviting and human-scaled experience at ground level.

The Park District development represents a significant change from the prior Baker Heights housing project. The staff recommendation is that the careful attention to safe, healthy, efficient, and attractive design, the project's context within a growing Metropolitan City near transit, jobs, and amenities, and EHA's mission-driven inclusion of civic amenities would combine to provide significant public benefit to the neighborhood and city while appropriately mitigating impacts and downsides.

Staff recommendation

Staff recommend approving the proposed planned development overlay.

Planning Commission recommendation

The Planning Commission recommended approval of the proposed Planned Development Overlay via [Planning Commission Resolution 24-01](#).

May 2024 maximum building height reduction

After the Planning Commission completed its review, the city worked with EHA to address concerns expressed by some that buildings up to 15 floors would be too tall. Accordingly, the package forwarded to the City Council has been amended to reduce maximum building heights to 12 floors. The Planned Development Overlay (ex. A.1) now reflects a maximum building height of 12 floors or less and the Preliminary Development Plan (ex. C) includes notes confirming that building designs will be revised in the Final Development Plan to meet the new lower height regulation.

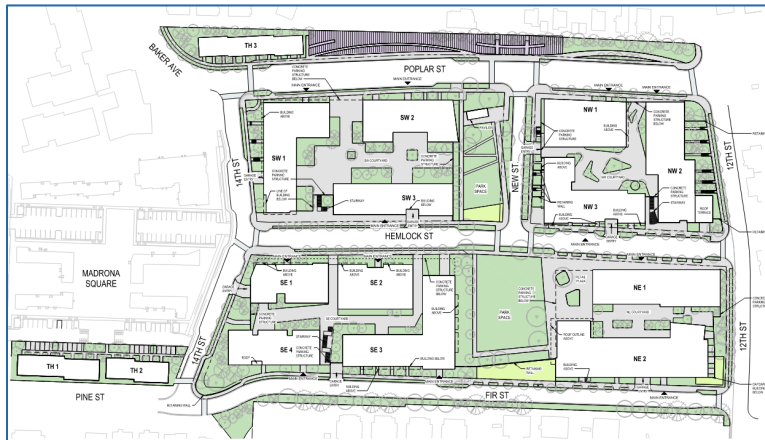
DEVELOPMENT AGREEMENT

A **development agreement** (EMC [15.03.200](#) and RCW [36.70B.170-.210](#)) is a contractual agreement between the city and a property owner that fixes the development standards and other provisions that will apply to, govern, and vest the development, use, and mitigation of the development for the duration specified in the agreement.

The proposed Park District development agreement includes recitals and findings that describe the context around the agreement and the basis for approval, a description of the property, development requirements, and procedures for evolution and potential modification of the Planned Development Overlay and Development Agreement.

Area governed by the agreement

The development agreement covers the area within the exterior boundaries of the area mapped below in color, which legally described in Exhibit A to the development agreement.

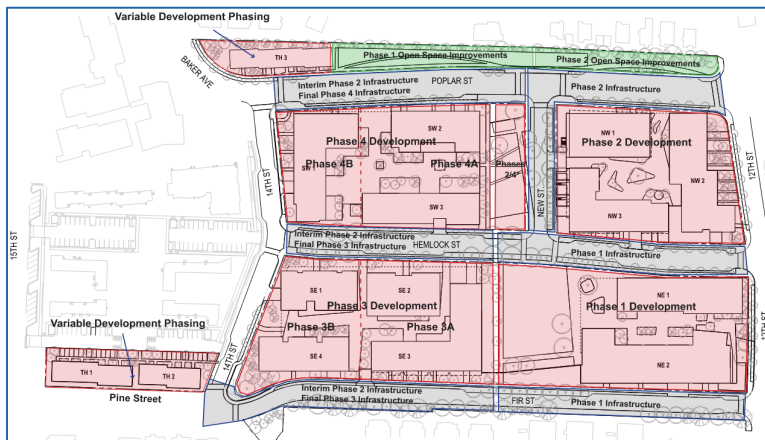


Vesting

The Development Agreement locks in the Planned Development Overlay and applicable development regulations for the term of the agreement. Neither the city nor EHA may change the regulations during that period except as provided in the agreement (see section on changes below).

Term and Phasing

The term of the Development Agreement is twenty years, with provisions for five-year extensions and provisions for early termination. The phasing plan is indicated in the Phasing Concept Diagram on the last page of the Preliminary Development Plan (reproduced below). The development agreement anticipates that the sequence or contents of project phases could change over the life of the project.



Changes

Section 6 of the agreement addresses how the plan may evolve or change during the life of the project. As mentioned above, this project will be phased, with four phases anticipated.

Preliminary Development Plan to Final Development Plan for Each Phase

For each phase, the Preliminary Development Plan for that phase will be replaced with a Final Development Plan. This replacement for the first phase must occur within three years (but will likely occur much sooner). The timing of submission of final development plan applications for the remainder of the phases will be determined by EHA. A Final Development Plan for a phase must be approved by the Planning Director if it is substantial compliance with the Preliminary Development Plan. Substantial compliance is defined by EMC 19.29.130(B). Any changes from preliminary to final may not reduce the area set aside for common open space, among other limitations. The Final Development Plan for each phase must also maintain compliance with the Planned Development Overlay Development Regulations ([Exhibit A.1](#)), Design Standards ([Exhibit A.2](#)), applicable provisions of Title 19 EMC, and the Development Agreement. Amendment of a Final Development Plan after its approval is governed by EMC 19.29.120.

Modification of Planned Development Overlay Development Regulations

The Planned Development Overlay Development Regulations ([Exhibit A.1](#)) may only be amended by ordinance of the City Council after a recommendation by the Planning Commission.

Modification of Planned Development Overlay Design Standards

The Planned Development Overlay Design Standards ([Exhibit A.2](#)) include built in flexibility in the form of Compliance Alternatives. Compliance Alternatives provide EHA with the option of proposing an alternative design treatment provided it meets the purpose of the particular standard and any additional criteria for the applicable design standard. Otherwise, the Planned Development Overlay Design Standards ([Exhibit A.2](#)) may only be amended by ordinance of the City Council after a recommendation by the Planning Commission

Modification of the Development Agreement

A modification to the Development Agreement requires City Council approval after City Council public hearing. There is a provision for minor modification of the Development Agreement as a planning director decision, but the criteria (see EMC 15.03.200(C)(1)(c)) are quite strict.

Impact Fees

The Development Agreement provides that EHA shall pay transportation, school, and parks impact fees in effect at the time of building permit issuance for a given building. The city's [impact fee handout](#) provides current rates.

Public Service Mitigation Payment

Everett Housing Authority property is exempt from property taxes under RCW 35.82.210. The development agreement includes as an exhibit an agreement that the EHA and the City will execute pursuant to SEPA for mitigation payments to be paid by EHA for the Park District, which will help fund a portion of the police and fire protection and emergency medical services that the city will provide to residents and tenants. The agreement provides for payments from EHA to the city of \$230 per dwelling unit per year. The amount will increase each year by the same rate as the labor cost of a Police Officer Second Class and a Firefighter/Paramedic. Payments are waived for the first 15 years after a certificate of occupancy for a given dwelling unit.

STREET VACATION AND DEDICATION

A **right-of-way vacation** will allow the streets within the development to be reconfigured, with a small net gain of public right-of-way. The right of way vacation will be followed by a boundary line adjustment to connect the internal parcels at the new street center lines, and finally a statutory warranty deed that

dedicates the new right of way as indicated in the site plan ([Exhibit C.2.1](#)). Improvement of the right of way planned development overlay (Preliminary Development Plan) and development agreement.

PUBLIC NOTICE AND COMMENTS

The Everett Housing Authority began preliminary planning work on this proposed redevelopment of Baker Heights in early 2021, holding a series of community engagement meetings in support of early planning work.

In **February 2023**, the city initiated a formal scoping process under the State Environmental Policy Act, including:

- Issued a [Notice of Application](#) including postcards to 2400+ nearby residents and property owners with ¼ mile of the site and posted notice boards prominently on site.
- Issued a [Determination of Significance and Request for Comments on Scope of Environmental Impact Statement](#) with a 21 day comment period, with copies published in the Washington State Department of Ecology's (Ecology's) SEPA Register, mailed to federal, state, regional, and local agencies, tribes, adjacent property owners, and other interested parties, and published in the Everett Herald.

In **November 2023**, the city issued a Draft Environmental Impact Statement and provided public notice including:

- Email/ mailing lists to interested parties including past commenters, neighborhood leaders, Ecology's SEPA register, federal, state, regional, and local agencies, tribes
- Publication in the Everett Herald
- Notice boards posted prominently on the site
- Webpage and city newsflashes
- Public meeting on November 16 at Baker Community Center

In **February 2024**, the city issued a [Final Environmental Impact Statement](#), including responses to all comments received on the Draft Environmental Impact Statement. Public notice of the availability of the Final EIS and of the February 20, 2023 Planning Commission public hearing included:

- Email/ mailing lists to past commenters, neighborhood leaders, Ecology's SEPA register, federal, state, regional, and local agencies, tribes.
- Publication in the Everett Herald
- Webpage and city newsflashes

In **February and March 2024**, the [planning commission](#) held a public hearing, with notice including:

- Email/ mailing lists to past commenters, neighborhood leaders, Ecology's SEPA register, federal, state, regional, and local agencies, tribes.
- Publication in the Everett Herald
- Webpage and city newsflashes

Written comments received are available for review on the [project website](#). Some common comment themes have included:

- Requests that the project team think about this project holistically in terms of capacity and character of the surrounding area, including concerns that taller buildings will be inconsistent with the predominant character of detached housing on quiet streets in the surrounding area.
- Concerns about the capacity of local schools, grocery stores, bus stops, and fire protection.
- Questions and concerns regarding traffic volumes and delay, including on arterials like Broadway and East Marine View Drive and neighborhood streets like 15th, 16th, and Maple.
- Concerns about traffic safety, speeding, and crashes, much of which is an existing problem.

- Questions and concerns regarding parking, including the potential for new residents to compete with existing residents for on-street parking in the neighborhood.
- Desire for accessibility in building and sidewalk design and sustainable and resilient construction
- A request for the development to embrace the territorial and mountain views to the east and see if a public terrace could be incorporated into one of the buildings.
- Questions and concerns about edges, transitions, and impacts to properties immediately adjacent to the development.
- Concerns about crime and potential impacts of new development on public safety.
- Concern about the lack of teen/youth/community center facilities in the neighborhood.
- Support for proposed project elements including small scale neighborhood amenities like a coffee shop or library (along with concerns about retail viability), additional green space and places to enjoy views, and landscaping and lighting.

Responses to many of these themes are provided in the [Final Environmental Impact Statement](#).

TIMELINE (CITY PROCESS)

May 16, 2023	Planning Commission briefing
May 31, 2023	City Council briefing
July 12, 2023	City Council Built Environment Committee briefing
October 25, 2023	Draft Environmental Impact Statement issued
November 7, 2023	Planning Commission briefing and discussion
November 8, 2023	City Council Built Environment Committee briefing
November 16, 2023	DEIS Public Meeting at Bakerview Community Center
December 5, 2023	Planning Commission briefing and discussion
December 13, 2023	Street vacation public hearing date set by city council resolution 7964
February 5, 2024	Final Environmental Impact Statement issued
February 7, 2024	Street vacation public hearing and city council acceptance of petition
February 20, 2024	Planning Commission public hearing, deliberations, and recommendation to the city council.
June 12, 26, and July 10 2024	City Council consideration of three ordinances: Comprehensive Plan Amendment; Planned Development Overlay and Development Agreement; Street Vacation

STAFF RECOMMENDATION

Staff recommend approving the proposed comprehensive plan amendment, planned development overlay, development agreement, and street vacation.

ORDINANCE NO. _____

An ORDINANCE Relating to the Park District, Adopting a Planned Development Overlay under Chapter 19.29 EMC and Approving a Development Agreement

WHEREAS,

- A. The Everett Housing Authority (“EHA”) owns or controls property located in the Delta neighborhood of north Everett. The EHA wishes to develop this property with a planned development as described in more detail below called the “**Park District**” (sometimes also referred as the “**Project**”).

Purposes and Organization of Ordinance

- B. One purpose of this Ordinance is to approve a planned development overlay for Park District under chapter 19.29 EMC. According to EMC 19.29.010:

This chapter establishes a mechanism for a property owner to propose a residential, commercial, industrial, or mixed-use development that is innovative or otherwise beneficial to the community but which does not strictly comply with the provisions of the zone in which the property is located. This mechanism is called a planned development overlay (“PDO”) and is intended to promote high quality developments which benefit the city more than would a development which complies with the specific requirements of this title, while allowing greater flexibility in the design of such developments.

EMC 19.29.040 allows for modification of permitted uses, while EMC 19.29.050 allows modification of development standards.

- C. The Park District planned development overlay (the “**PDO**”) contains the following elements, which are exhibits attached to this Ordinance:

Exhibit A.1, which contains modifications to Title 19 EMC for the Park District

Exhibit A.2, which contains the “**Park District Design Standards**”

Exhibit B, which contains the legal description of the Park District. This property is referred to in this ordinance as the “**Property**” and is the property to which the PDO applies.

Exhibit C, which contains the “**Preliminary Development Plan**”

- D. A second purpose of this Ordinance is to approve a development agreement for the Park District under RCW 36.70B.170 *et seq* and EMC 15.03.200. EMC 15.03.200(A)(1) states that a “development agreement must set forth the development standards and other provisions that

shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.” EMC 15.03.200(A)(3) lists examples of development standards, including permitted uses, impact fees, development conditions, design standards, parks and open space, phasing, review procedures and others.

- E. The Park District Development Agreement is attached to this Ordinance as Exhibit D and is referred to as the “**Development Agreement.**”
- F. In addition to the PDO and Development Agreement, City Council actions regarding the Park District include an amendment to the Everett 2015-2035 Comprehensive Plan and vacation of certain public rights-of-way. These actions are completed in separate ordinances.

Findings

- G. The Property is owned or controlled by EHA and is located in the Delta neighborhood of north Everett. It contains approximately 16 acres of land. The Property was first developed in the 1940’s as public housing, known as Baker Heights, to support war efforts. Baker Heights was decommissioned in 2019, and the site has been vacant since that time.
- H. The Park District development will be a multi-phase project to create a new mixed-income, mixed-use development.
- I. The Project plans to contain approximately 1,500 dwelling units, 70,000 gross square feet of non-residential uses, 1.5 acres of publicly accessible park area, and a community garden. The nonresidential uses include 20,200 square feet of retail/restaurant, 24,000 square feet of office, and 26,400 square feet of non-profit space.
- J. The anticipated Project development schedule intends that all Project elements will be completed within 20 years. However, due to the different construction schedules and time frames for individual parts of the Park District, the Project will be phased, with each phase proceeding forward at different construction start times and completed at different times.
- K. The PDO and Development Agreement are together an integrated plan for Park District Project development.
 - 1. They together describe Project development, including without limitation the location of structures and features to be used in the design of improvements to be developed and incorporated into the Property.
 - 2. The Development Agreement contains, among other items, the review procedures to be used as more detailed designs become available and further requires that such review take place before issuance of building permits for individual project elements.
 - 3. The Development Agreement also contains modification procedures for modification of the PDO and the Development Agreement itself.

4. The Development Agreement contains a Mitigation Agreement for the Park District to make payments to help mitigate City police and fire service costs caused by the Park District, consistent with the FEIS and its addendum.
- L.** The City and EHA determined that the PDO is subject to the requirement for an Environmental Impact Statement (EIS) under the State Environmental Policy Act (SEPA).
1. The City assumed lead agency status for SEPA and agreed to EHA's recommendation for a consultant team to perform work on the EIS.
 2. The City's Responsible Official issued a Determination Significance on February 1, 2023.
 3. The City's Responsible Official issued a Draft EIS on October 25, 2023.
 4. The City's Responsible Official issued a Final EIS on February 5, 2024, followed by one addendum.
- M.** Notice of the proposed PDO was sent to the Washington State Department of Commerce on February 19, 2024, and a letter of receipt was received the same day.
- N.** The Everett Planning Commission has reviewed the PDO, including holding briefings on May 16, 2023, November 7, 2023, and December 5, 2023, and a public hearing and deliberations on February 20, 2024 and continued to March 5, 2024.
- O.** The Planning Commission, after hearing from the public and deliberating, voted to approve Resolution 24-01 on March 5, 2024, recommending the City Council approve the PDO contained in this Ordinance while recognizing that that the capital facilities and utilities element of the forthcoming comprehensive plan update must recognize and address the offsite infrastructure demands, such as those at Wiggums Hollow Park and sidewalk improvements on 15th, that are generated by this project.
- P.** On [PUBLIC HEARING DATE], the City Council held a public hearing, after proper notice, and considered public comment and the entire record related to the PDO contained in this Ordinance.
- Q.** EMC 15.03.200(B) requires that a public hearing be held before consideration and approval of a development agreement, and that the public hearing be held in conjunction with the underlying land use decision. The Everett Planning Commission held a public hearing on the proposed planned development overlay, which is the underlying land use decision, on February 20, 2024, continued to March 5, 2024. The City Council held a public hearing on the Development Agreement on [PUBLIC HEARING DATE].
- R.** Any conclusion below that may be construed as a finding is included here as such by this reference.

Conclusions

- S. Any finding above that may be construed as a conclusion is included as such by this reference.
- T. The Park District is consistent with and would implement the goals and policies of the 2020 “Housing Choices for All” and 2023 “Affordable Housing for All” mayoral directives, the Everett Comprehensive Plan, the Everett Rethink Housing Action Plan, and the Everett Climate Action Plan.
- U. The PDO and Development Agreement are consistent with and supportive of goals, policies, and implementation strategies in the Everett Comprehensive Plan. Land use policy 2.1.3 calls for the city to “discourage the encroachment of commercial uses into residential zones”, but also calls out an exception for “a limited amount of small-scale office or retail uses in mixed use buildings in multiple family zones,” which is what the PDO includes.
- V. The PDO and Development Agreement overlay set forth development standards, requirements, and guidelines through which EHA intends to develop the Property in an innovative manner, which will be beneficial to the community. It will provide for a high-quality development, which will benefit the City more than would a development strictly in accordance with current underlying zoning standards. The public will be benefited by the establishment of development standards, and on-site improvements and uses facilitated by the planned development overlay process.
- W. As set forth in EMC 19.29.050(C), the City Council is approving this ordinance and the PDO in part based upon the “quality of the development plan” and satisfaction of the criteria in EMC 19.29.050(C).
 - 1. The Council finds and concludes that the Preliminary Development Plan, as developed over time, will meet or exceed the performance-based intent of the City's development standards in order to provide an exceptional residential and civic environment will be a high-quality development.
 - 2. With respect to the criterion “the quality of the proposed development and its compatibility with surrounding properties” (EMC 19.29.050(C)(1)), the City Council finds and concludes:
 - i. The Park District is consistent with the City’s vision for providing housing and services in Everett. It will be a quality development, including without limitation considering factors such as landscaping and buffering of buildings, parking, loading and storage areas; public safety; site access, on-site circulation, and off-street parking; light and shadow impacts; signs; possible nuisances or other undesirable impacts; and architectural design of buildings and harmonious use of materials.
 - ii. The Park District is consistent with and would implement the goals and policies of the Everett Comprehensive Plan, the Everett Climate Action Plan, and the Everett Housing Action Plan.

- iii. The Park District retail and civic uses, public open spaces, buildings, and streets will be compatible with the surrounding neighborhood.
- 3. With respect to the criteria “unique characteristics of the subject property” and “the unique characteristics of the proposed use(s)” (EMC 19.29.050(C)(2,3)), the City Council finds and concludes that these criteria are satisfied because the transition of the Baker Heights from the 1940’s housing project to the proposed plan as a single development represents a unique opportunity for positive change.
- 4. With respect to the criteria of “arrangement of buildings and open spaces,” “visual impact,” “public improvements,” and “preservation of natural features” (EMC 19.29.050(C)(4-7)), the City Council finds and concludes that these criteria are satisfied because the Preliminary Development Plan will meet or exceed the performance-based intent of the City’s development standards on all of these criteria.
- 5. With respect to the criterion “[t]he public benefit derived by allowing the proposed alteration of development standards” (EMC 19.29.050(C)(8), the City Council finds and concludes that this criterion is satisfied because:
 - i. The elements of the Park District will respond to and balance the needs of Everett residents and visitors, the EHA, the City, and other public agencies.
 - ii. The Park District development represents a significant change from the prior Baker Heights housing project. Accordingly, careful attention to safe, healthy, efficient, and attractive design, the project’s context within a growing metropolitan City near transit, jobs, and amenities, and EHA’s mission-driven inclusion of civic amenities would combine to provide significant public benefit to the neighborhood and City while appropriately mitigating impacts and downsides.
- X. As set forth in EMC 19.29.040(B), the City Council is approving this ordinance and the PDO in part based upon the circumstances listed in EMC 19.29.040(B)(1). The City Council finds and concludes:
 - 1. The PDO overlay has nonresidential uses representing around 5% of the Park District gross floor area. (EMC 19.29.040.B(1)(a)).
 - 2. These nonresidential uses would complement and support the Park District’s residential component and would be compatible with the surrounding neighborhood by providing opportunities for easy access to some daily needs including food and beverage, childcare, and entertainment at a neighborhood-level scale. Public benefit would be realized through better access to those daily needs for residents of the Delta Neighborhood and affordable space for nonprofit and civic uses. (EMC 19.29.040.B(1)(b-d)).
- Y. The PDO and the Development Agreement are in the best long-term interests of the community. The PDO and the Development Agreement will mitigate adverse Project impacts.

2. The PDO and the Development Agreement comply with the procedural and substantive requirements of chapter 19.29 EMC and EMC 15.030.200.

Based on the evidence in the record and having entered the foregoing Findings and Conclusions,

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The City Council approves the Park District Planned Development Overlay (PDO) for the Property as set forth in this ordinance and in attached Exhibits A.1, A.2, B, and C.

Section 2. The City Council approves and authorizes the Mayor to sign and execute the Development Agreement in substantially the form as provided in attached Exhibit D. No Project permit may be issued pursuant to the PDO or this Ordinance until the Development Agreement and the Mitigation Agreement attached thereto are both duly executed by the parties and recorded with the Snohomish County Auditor.

Section 3. The procedures for modification of the PDO and the Development Agreement are set forth in the Development Agreement.

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.1
TO PARK DISTRICT PDO ORDINANCE**

[Attached: Title 19 Code Modifications (May 23, 2024 draft; 17 pages)]



**EXHIBIT A.2
TO PARK DISTRICT PDO ORDINANCE**

[Attached: Park District Design Standards (March 14, 2024 draft; 33 pages)]

**EXHIBIT B
TO PARK DISTRICT PDO ORDINANCE**

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF THE PLAT OF BAKER HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 111, IN SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4 AND BLOCK 5 OF SAID PLAT OF BAKER HEIGHTS;

TOGETHER WITH ANY PORTION OF VACATED STREET THAT WOULD ATTACH BY OPERATION OF LAW PER ORDINANCE NO. 1034-84, RECORDED UNDER RECORDING NO. 8610130077, IN SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE PORTIONS OF LARCH, HEMLOCK, AND FIR STREETS VACATED BY ORDINANCE NO. _____, RECORDED UNDER RECORDING NO. _____, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

LOT 2, BINDING SITE PLAN NO. BSP 20-004, RECORDED MARCH 2, 2021 AS RECORDING NO. 202103245015, IN SNOHOMISH COUNTY, WASHINGTON.

**EXHIBIT C
TO PARK DISTRICT PDO ORDINANCE**

[Attached: Preliminary Development Plan (May 23, 2024 draft; 25 pages)]



**EXHIBIT D
TO PARK DISTRICT PDO ORDINANCE**

[Attached: Development Agreement (May 24, 2024 draft; 29 pages)]



Park District Planned Development Overlay

Exhibit A.1 – Title 19 Code Modifications

DRAFT May 23, 2024

DRAFT

Introduction

PDOs may modify any design and development provision in Title 19 of the Everett Municipal Code (EMC), as authorized under [EMC 19.29.050\(A\)](#). The Park District PDO modifications are limited to only the extent necessary to achieve project objectives, maximize the housing potential of the site, and provide neighborhood benefits such as commercial and civic uses and open space.

Relationship to Underlying Zoning and Development Standards

Underlying zoning and development standards apply either through the UR3 zone or on a citywide basis. The Park District PDO modifies some of these standards within the boundaries of the PDO, as described in this document. Some UR3 zone or citywide standards are shown alongside the Park District PDO standards for reference only. Zoning and development standards not addressed in this document are subject to regulations in effect at time of development application.

Vesting

Refer to the Park District Development Agreement for code vesting provisions.

Amendments

Refer to the Park District Development Agreement for provisions on amending the PDO.

Increased Flexibility & Strengthened Minimum Requirements

While most of the code modifications herein provide strategic flexibility necessary to implement EHA's development plan, there are a number of modifications that also strengthen code requirements. Examples include increases in some types of minimum setbacks. Other similar provisions are integrated in the design standards (Exhibit A.2). These features are intended to emphasize EHA's commitment to the provision of community benefit features and compliance with PDO approval criteria.

Code Modifications

The Park District PDO contains the following types of code modifications described in detail in the following sections (with Title 19 reference noted in parentheses):

1. **Permitted uses** (Chapter 19.05 EMC)
2. **Height** (Chapter 19.22 EMC)
3. **Setbacks** (Chapter 19.06 EMC)
4. **Design standards** (Chapter 19.09 and 19.12 EMC)
5. **Signs** (Chapter 19.36 EMC)
6. **Landscaping** (Chapter 19.35 EMC)
7. **Parking** (Chapter 19.34 EMC)

1 – Permitted Uses

The section modifies [Chapter 19.05 EMC](#). The Park District PDO allowed uses and applicable special regulations are listed below. For uses not listed below, see Chapter 19.05 EMC.

Commercial Uses

USE	PARK DISTRICT PDO	UR3 ZONE	PARK DISTRICT PDO SPECIAL REGULATIONS
Alcohol production, micro—e.g., microbrewery, microdistillery, microwinery	P		See EMC 19.13.070
Day care center, commercial	P	A	
Entertainment and recreation—enclosed in building (e.g., theater, fitness facility)	P		
Food or beverage establishment	P		Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from the PDO boundary.
Offices	P		
Clinics	P		
Retail sales and service	P		
Veterinary clinic or animal day care—limited to small animal	P		Outside runs or other outside facilities for animals are not permitted. Buildings shall be constructed so noise from this use is not audible on residentially zoned lots outside the PDO boundary. Limited to not more than 20 animals.

Public, Institutional & Quasi-Public (Civic) Uses

USE	PARK DISTRICT PDO	UR3 ZONE	PARK DISTRICT PDO SPECIAL REGULATIONS
Community garden	P	P	
Food bank	P		
Government, administrative and service	P	C	
Library	P		
Parks	P	P	
Religious facility and places of worship	P	C	See EMC 19.13.080 for churches, religious facilities and places of worship. May occupy a maximum of 5,000 gross square feet.
Social services	P	P	
Transit and bicycle facilities —single bus stop with or without shelter —bike rack/repair station	P	P	
Transit station—where routes converge for transfers with more than one shelter	P	C	
Utilities—minor aboveground facilities	P	P	See EMC 19.13.020, Aboveground utility and communications facilities.
Utilities—major aboveground facilities	A	A	See EMC 19.13.020, Aboveground utility and communications facilities.

2 – Height

This section modifies [Chapter 19.22 EMC](#).

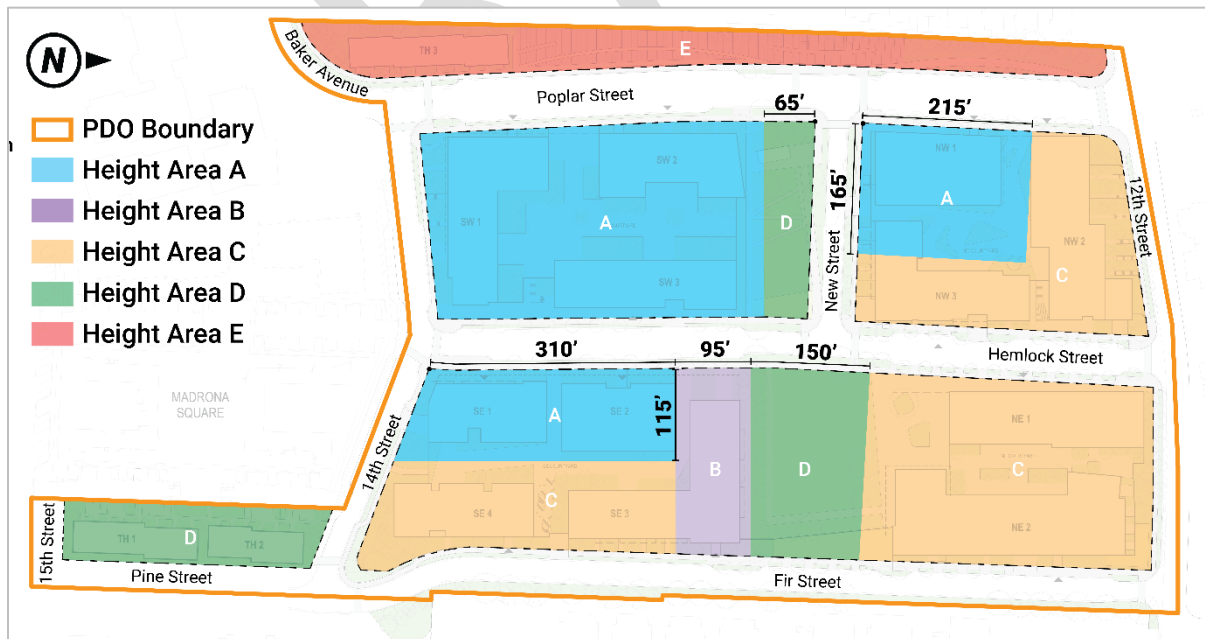
Principal Buildings

This section modifies EMC 19.22.020 Table 22-1. The Park District PDO allows taller building heights in certain areas, shown in the table and map below.

Maximum Building Heights	PARK DISTRICT PDO	UR3 ZONE
Height Area A	12 floors	4 floors 50 feet
Height Area B	9 floors	
Height Area C	7 floors	
Height Area D	4 floors	
Height Area E	28 feet	
No color (right-of-way)	0 feet	

Notes:

1. The right-of-way lines are the anticipated locations after right-of-way changes (see Exhibit C).
2. Dimensions of the height limit area boundaries are the length along the adjacent right-of-way/property boundary line or height area boundary to which they refer.
3. Height limit area boundaries are perpendicular to the dimensioned right-of-way/property boundary line or dimensioned height limit area boundary lines at their intersection.
4. Height Area E on the west edge is expanded to the entire western strip of the site adjacent to R-2 zoning, beyond the horizontal buffer requirements of [EMC 19.22.030](#) Table 22-4.



Where Heights are Measured From

The following modification applies to [EMC 19.22.060\(B\)](#). Within the Park District PDO the bottom of height measurements is based on a modified version of the commercial zones' method. The front lot line is not referenced because the Park District may consist of a single parcel with multiple buildings.

1. Park District PDO. The height of buildings shall be measured from the average of the record profile grade elevation of the street abutting the principal frontage of the building.

Where Heights are Measured To

The following modification applies to [EMC 19.22.060\(C\)](#).

- C. Where Building Heights Are Measured To. Building heights are the vertical distance from the point identified in subsection (B) of this section of a building to the highest point of the occupied top floor.

Basements

The following modification applies to [EMC 19.22.060\(D\)\(2\)](#). Within the Park District PDO basements are not counted as stories due to the site topography necessitating basements.

2. Basement. A floor or story with its finished floor surface located more than six feet below the point of height measurement (the average of the record profile grade elevation of the street abutting the principal frontage of the building) shall not be considered a floor or story.

How High is a Floor or Story

The following modifications apply to [EMC 19.22.060\(E\)](#). Within the Park District PDO floors may be taller for height measurement purposes to allow more flexible retail uses on the first floor, allow for Washington state energy code-required HVAC systems within the ceilings on upper floors, allow steps in framing for terraces, and accommodate rooftop common areas.

...

E. How High Is a Floor or Story.

1. Total Floor or Story Calculation. The number of floors shall be calculated as follows:
 - a. First floor: 20 feet floor to floor. The first floor shall not have its finished floor surface more than six above the point of height measurement (the average of the record profile grade elevation of the street abutting the principal frontage of the building).
 - b. Upper floors: 12 feet floor to floor.
 - c. Top floor: 20 feet, as measured from the finished floor surface to the highest point of the ceiling. When directly associated with rooftop outdoor common areas, indoor common areas of up to 3,000 square feet are not considered to be an additional floor provided they comply with the same height standards applicable to building appurtenances.

...

Building Appurtenances

This section modifies [EMC 19.22.090\(B\)\(1\)](#). Within the Park District PDO additional height is permitted for rooftop building appurtenances associated with stairs, elevators, and residential common areas and pitched roofs are encouraged.

...

B. Other Building Appurtenances and Pitched Roofs.

1. Except as provided in subsection (A) or (B)(2) of this section, no building appurtenance or pitched roof shall exceed a height of 15 feet above the maximum height allowed in the zone for the principal building, unless the planning director determines that the appurtenance must be above such height for proper operation. Building appurtenances above seven feet in height shall be no closer than 15 feet from the edge of the roof.

...

3 – Setbacks

The section modifies [EMC 19.06.020](#) Table 6-2. The Park District PDO substitutes minimum UR3 zone setbacks as shown in the table below. Setbacks differ based on building height.

Setback Standard	PARK DISTRICT PDO	UR3 ZONE
Minimum setbacks, buildings four stories or more:		
Front	0 Refer to the building frontage standards in the Park District Design Standards (Exhibit A.2)	20'
Rear (with alley)		20'
Rear (no alley)		20'
Side, Street		10'
Side, Interior		5'
Minimum setbacks, buildings three stories or less: Stoops, porches, balconies, and other similar types of dwelling unit entries and outdoor space may project into required setbacks up to 10 feet.		
Front	5'	20'
Rear (with alley)	10'	20'
Rear (no alley)	10'	20'
Side, Street	5'	10'
Side, Interior	0	5'

4 – Design Standards

The following chapters do not apply within the Park District PDO and are substituted with the Park District Design Standards (Exhibit A.2).

- [Chapter 19.09 EMC](#) – Multifamily Development Standards
- [Chapter 19.12 EMC](#) – Building Form & Design Standards

Within the Park District PDO, any EMC cross-references to the above chapters are redirected to the most applicable provisions of the Park District Design Standards.

5 – Signs

The Park District PDO utilizes the provisions of Sign Category B (see [EMC 19.36.040](#)) rather than the Sign Category C, which applies to the existing UR3 zone. This complements the commercial uses of the Neighborhood Business zone permitted in the PDO.

The Park District PDO is considered a nonresidential zone for the purpose of interpreting the temporary sign standards of [EMC 19.36.060](#).

In the Park District PDO, for the purposes of sign regulations, “street frontage” is interpreted as the frontage for each tenant in buildings with more than one tenant.

The Park District Design Standards (Exhibit A.2) provide additional design standards within the PDO.

6 – Landscaping

This section modifies [Chapter 19.35 EMC](#).

Because the Park District is an urban project with shallow or minimal building setbacks (refer to the Preliminary Development Plan in Exhibit C), particularly where there are storefronts, the Park District PDO is not part of any Landscape Category for the purposes of [EMC 19.35.060](#) Table 35-2.

The Park District Design Standards (Exhibit A.2) provide standards for street frontage landscaping. No interior lot line landscaping is required.

7 – Parking

This section modifies [Chapter 19.34 EMC](#).

The Park District PDO modifies parking standards for residential uses, supported by a parking analysis (Exhibit A.6.1). No changes are made to parking standards for nonresidential uses.

Townhouse Parking Requirement

This section modifies [EMC 19.34.020](#) Table 34-1.

Land Use	PARK DISTRICT PDO	CITYWIDE
Dwelling, single-family (1-unit) detached	0.70 spaces per bedroom	2 per dwelling unit; where access is from a private drive: 3 per dwelling unit, except 2 per dwelling on a full-frontage lot that has on-street parking
Dwelling, 2- to 4-unit attached; cottage housing		

Multifamily Parking Requirement

This section modifies [EMC 19.34.025](#) Table 34-2.

Off-street Parking by Unit (Bedroom) Size:	PARK DISTRICT PDO	PARK DISTRICT PDO ADDITIONAL STANDARDS	Metro Everett Parking Areas (See Map 34-1)		Outside Metro Everett Spaces per Dwelling Unit
			Area A	Area B	
Studio	0.70	Parking on private streets and access drives may be counted as part of the required parking supply	0.85	1.00	1.00
1-bedroom	0.70		1.00	1.00	1.00
2-bedroom	1.40		1.20	1.40	1.50
3- or more bedrooms	2.10 for 3-bedroom, and additional 0.70 per additional bedroom		1.60	1.90	2.00

Parking Reduction Options

This section modifies [EMC 19.34.025](#). In the Park District PDO multifamily parking reductions for affordable housing, frequent transit proximity, and an approved transportation demand management plan are modified and they may be combined.

- B. Multifamily Off-Street Parking Reductions. Multifamily residential development may reduce required off-street parking based on factors shown below. A transportation demand management (TDM) plan (EMC 19.34.080) is required for use of any of these reduction factors. For the purpose of this section, "reduction factor" is the total number of parking stalls required after a reduction credit is applied. For example, one hundred stalls required with a reduction factor of 0.75 means that seventy-five stalls would be required with the reduction factor applied. The credit in this case would be twenty-five parking stalls. The reduction factors can be applied in combination, resulting in a higher cumulative reduction.

Table 34-3: Multifamily Parking Reduction (Resident Characteristics)

Resident Characteristic:	Reduction Factor**
Extremely low-income (30% AMI or below)	0.50
Low-income (60% AMI* or below)	0.65

* AMI means "area median income" for Snohomish County. Use of this option requires the developer to record a covenant that prohibits use of the property for any purpose other than what was approved unless additional parking is provided.

** Reduction factor only applies to qualifying low-income units.

Table 34-4: Multifamily Parking Reduction (Transportation Characteristics)

Transportation Alternatives:	Reduction Factor
Access to frequent transit service within one-quarter mile of site* (3 trips per hour**)	0.75
Access to high-frequency transit service within one-half mile of site* (6 trips per hour**)	0.55 to 0.75***

* "Access to frequent transit service" means the building entrance is within the prescribed walking distance of a transit stop, except senior housing which must be within five hundred feet walking distance of a transit stop, with the level of frequency noted.

** Frequency of service per hour is calculated between six a.m. and seven p.m. during the work week (Monday through Friday) and is based on scheduled service, not actual performance. Trip counts are one direction.

*** Reduction depends on the frequency of service and the quality of walking routes to that service

...

Bicycle Parking

This section modifies [EMC 19.34.030](#). Subsections EMC 19.34.030(A) and (B) are replaced with additional and simplified bicycle parking requirements. The bicycle parking space location and design standards of EMC 19.34.030(C) are unmodified.

- A. Bicycle parking shall be provided in all multifamily and nonresidential developments at the following rates:
1. Multifamily. One covered bicycle parking space shall be provided for every two multifamily units.
 2. Nonresidential. A least one bicycle parking space shall be provided for every 500 square feet of net nonresidential floor area.

Car Share

This section modifies [EMC 19.34.060\(B\)\(1\)](#). In the Park District PDO additional credit is allowed for car share stalls.

1. Car Share Stalls. Car sharing is where cars are made available for rent to other individuals, thus encouraging less car ownership and reducing parking demand. A substitution in off-street parking spaces for required off-street parking is allowed as follows:
 - a. For every one car sharing space that is provided, the off-street parking requirement is reduced by four spaces. If ten or more shared car sharing spaces are provided, each car sharing space reduces the off-parking requirement by ten spaces.
 - b. The car sharing parking spaces must be shown on development plans.
 - c. A copy of the car sharing agreement between the property owner and the car share company must be submitted with development permits.
 - d. This reduction may not be used in addition to other exceptions or reductions in parking requirements otherwise provided in this chapter.
 - e. This credit is limited to a maximum of ten percent of the required off-street parking spaces.

Shared Parking

This section modifies [EMC 19.36.070\(E\)](#). In the Park District PDO shared off-street parking may be located within 1,500 of the use it is to serve.

- E. Requirements for Shared Off-Street Parking.
 1. No Conflict. No substantial conflict between the operating hours of the uses for which joint use of parking is proposed is allowed.
 2. Assigned Stalls. Parking stalls that have been assigned to individual tenants or occupants shall not be eligible for shared parking.
 3. Distance.
 - a. Off-street parking facilities shall be located within 1,500 feet of the use which they are to serve, measured along the access route with a safe walking path.

...

General Parking Provisions

This section modifies [EMC 19.34.100](#). In the Park District PDO there is more flexibility in the allowed location of off-street parking location for residential and nonresidential uses.

19.34.100 Location of off-street parking.

A. Parking Location—General Requirements for Residential Uses.

1. Required off-street parking for residential uses may be located anywhere within the Park District PDO, which may be on a different lot than the dwelling unit served.

...

3. Private Access Drives. Parking on private streets and access drives within the Park District PDO shall be allowed. The location of such on-street parking shall conform to standard setbacks from intersections and driveways.

...

B. Parking Location—General Requirements for Nonresidential Uses.

...

2. For nonresidential uses, required off-street parking shall be located on property within 1,500 feet of the building or use which it is required to serve. This distance shall be measured along the access route. The property upon which the off-street parking is provided shall be located in the same zone as, or a zone which allows, the use for which the parking is required. Non-residential parking may be shared with residential parking subject to the location restrictions in EMC 19.34.100.A.

...

Parking Area Design and Construction

This section modifies [EMC 19.34.120](#). Because structured parking has unique design considerations compared to surface parking lots, in the Park District PDO different parking dimensional standards may be used for structured parking facilities. Clarification is also made for the treatment of interim surface parking lots.

19.34.120 Parking area design and construction.

- A. Parking Design Specifications. The minimum requirements for parking stall and aisle dimensions, striping, pavement thickness and subgrade shall be as set forth in the city design standards. Structured parking exception: The typical and minimum dimensions for the layout of structured parking facilities are not required to comply with the City of Everett Design and Construction Standards. Reasonable dimensions for layout and striping may be used that are based on established practices for structured parking facilities regarding aisle widths, turning radii, parking space widths and lengths, encroachments into parking spaces, or other dimensions.*
- B. Surfacing.*
 - 1. All parking areas shall consist of durable surface materials approved by the planning director and city engineer. Depending upon site and soil conditions, low impact development (LID) stormwater management facilities are encouraged, and may be required by the city's stormwater management manual.*
 - 2. Exceptions.*
 - a. For single-family and duplex uses, nonrequired parking that is located outside of the front and street side setbacks areas may use surface materials in accordance with city design standards; provided, however, that parking in the area between a street-facing facade and the street must be on a paved surface as allowed by EMC 19.34.110(C).*
 - b. Interim surface parking lots that are used as contingency overflow spaces or to provide additional interim spaces for any uses will have asphalt surface paving and markings and will employ the same layout and dimensioning procedures as described for structured parking set forth in subsection A of this section....*

Park District Planned Development Overlay

Exhibit A.2 – Park District Design Standards

DRAFT March 14, 2024

1.0 – Introduction

This set of Design Standards replaces design standard language found in [Chapter 19.09 EMC](#) and [Chapter 19.12 EMC](#) with guidance specific to the Park District as part of the PDO. The purpose of these Design Standards is to ensure that future development within the Park District conforms with the vision, goals, and conceptual design plan as set forth within the PDO. The provisions are written in a clear manner that is intended to make City review straightforward, support high-quality design, and integrate strategic provisions for flexibility.

The new design provisions:

- Are specific to the site conditions, scale and opportunities of the Park District
- Substitute the City's current design standards and add additional topics related to taller buildings and more intense development
- Address small-scale neighborhood commercial development that will be permitted in the Park District PDO
- Support high quality design through strengthened or additional standards
- Provide mitigation techniques to reduce impacts on surrounding land uses
- In some cases, follow a similar format as the City's current design standards in order to assist with administration

Contents

1.0 – Introduction	1
1.1 – Purpose of the Design Standards	3
1.2 – Relationship to Other Standards	3
1.3 – Planning Director Authority	3
1.4 – Compliance Alternatives	3
1.5 – Interpretation	4
1.6 – Definitions	4
2.0 – Streetscapes	6
3.0 – Building Frontages	9
4.0 – Site Design	14
4.1 – Pedestrian Spaces and Circulation	14
4.2 – Residential Outdoor and Common Areas	16
4.3 – Landscaping	19
4.4 – Parking and Service Elements	21
5.0 – Building Design	24
5.1 – Building Design Diversity	24
5.2 – Massing and Articulation	25
5.3 – Details and Entries	27
5.4 – Exterior Building Materials	29
5.5 – Blank Walls and Treatments	30
6.0 – Signs	31
7.0 – Exterior Lighting	32

1.1 – Purpose of the Design Standards

The overall purpose of the Park District Design Standards is to create an implementation tool that will direct a high level of design in the implementation of the Park District consistent with the goals of the Everett Comprehensive Plan. These standards are intended to:

- Provide clear objectives for the planning and design of development in the Park District.
- Preserve and protect the public health, safety, and welfare of Park District residents, employees, and visitors.
- Promote and accomplish the goals, policies, and objectives of the Everett comprehensive plan.
- Ensure that new townhouse, multifamily, and mixed-use development is of high quality and appropriate to the Park District's character and context with the Delta neighborhood and Everett.
- Promote increased pedestrian, bicycling, and transit use.
- Enhance the livability of residential developments.
- Enhance the public's physical and visual access to open space.

1.2 – Relationship to Other Standards

Where provisions of these design standards conflict with provisions in any other section of the Everett Municipal Code, these provisions prevail unless otherwise required by law.

1.3 – Planning Director Authority

The Planning Director has the authority to disapprove, approve with conditions, or require the applicant to make design changes if the Planning Director determines the design does not meet the design standards.

The Planning Director may engage the services of a licensed architect, or other licensed design professional when the Planning Director deems it appropriate and in the public interest, to provide recommendations in connection with the review of any project in the Park District, including those involving discretionary design-related decisions, such as a compliance alternative. Recommendations of the architect or design professional are advisory only and must not otherwise limit the Planning Director's authority to require changes in any project design to meet the design standards or the Planning Director's discretion to approve or deny requested compliance alternatives or apply discretionary criteria.

1.4 – Compliance Alternatives

- A. Overview and purpose. The Park District Design Standards have been crafted to provide both predictability and flexibility to the project applicant(s) and the City. The predictability comes in the form of clear minimum standards. Flexibility comes in two forms: (1) Offering multiple ways of meeting a particular standard (an approach taken in a number of standards); and (2) allowing for compliance alternatives – which provide the applicant with the option of proposing an alternative design treatment provided such compliance alternative meets the purpose of the particular standard and any additional compliance

alternative criteria established for the applicable standard. For this reason, the Design Standards include a clear Purpose section.

- B. Applicability. An applicant can propose a compliance alternative to any standard in this document.
- C. Procedures. Compliance alternatives are reviewed administratively under a Review Process Type I (EMC 15.02.060).
- D. Approval criteria. The project applicant must successfully demonstrate to the Planning Director how the proposed compliance alternative meets the purpose of the standard and other applicable compliance alternative criteria that applies to the specific standard.
- E. Documentation. The Planning Director must document the reasons for approving all compliance alternatives (to be maintained with project application records) for the purpose of providing consistency in decision-making.

1.5 – Interpretation

The design standards herein include the following elements:

- A. Purpose statements, which are overarching objectives.
- B. Standards use words such as “must” and “is/are required,” signifying required actions.
- C. These design standards contain some specific standards that are easily quantifiable, while others provide a level of discretion in how they are complied with. In the latter case, the applicant must demonstrate to the Planning Director, in writing, how the project meets the purpose of the standard or standards.
- D. Photographs and illustrations are often included as visual examples of how developments can comply with the standards. In many cases, multiple examples are included to illustrate that there can be numerous ways of meeting the standards. Bad examples are also often included to clarify unacceptable designs.

1.6 – Definitions

Introduction. All words used in these design standards carry their customary meanings, except for those defined below or in [Chapter 19.04 EMC](#). Where there is a conflict between the definitions herein and within Chapter 19.04 EMC, the definitions herein apply.

“Articulation” means the giving of emphasis or variation to architectural elements (like windows, balconies, entries, planes, textures, materials, façade treatment, etc.) that create a complementary pattern or rhythm, dividing large buildings into smaller identifiable architectural components.

“Articulation interval” means the measure of articulation, the distance between architectural components.

“Blank wall” means a ground floor wall or portion of a ground floor wall as described in Section 5.5 that does not include a transparent window or door.

“Building frontage” refers to the street-facing elevation of a building. For buildings not adjacent to a street, it refers to the building elevation(s) that features the primary entrance to the uses within the building. Depending on the context the term is used in, it may also refer to the portions of a façade associated with uses within the building. For example, a “storefront” is a type of building frontage.

“EMC” means the Everett Municipal Code.

“Façade” means the entire street wall of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation, except where the context of the term refers to a particular segment of the building elevation. For buildings not adjacent to a street, the façade refers to the building elevation containing the main entrance or entrances to the building.

“Large tree” means tree species that have a canopy at least 30 feet in diameter at maturity.

“Mixed-use” means a building that includes a mix of permitted residential and non-residential uses.

“Modulation” means stepping forward or backward a portion of the facade as a means to articulate the facade. See also “vertical building modulation.”

“Roofline” means the highest edge of the roof or the top of a parapet, whichever establishes the top line of the structure when viewed in a horizontal plane.

“Storefront” means the principal façade of a ground-level use where portions of the interior are normally intended for public access. It may be oriented towards public streets, public or private sidewalks or plazas.

“Streetscape” means the space between the buildings on either side of a street that defines its character. The elements of a streetscape include building façades, landscaping (trees, yards, bushes, plantings, etc.), sidewalks, street paving, street furniture (benches, kiosks, trash receptacles, fountains, etc.), signs, awnings, and street lighting.

“Vertical building modulation” means a stepping back or projecting forward vertical walls of a building face, within specified intervals of building width and depth, as a means of breaking up the apparent bulk of a structure’s continuous exterior walls.

“Weather protection” means a permanent horizontal structure above pedestrian areas such as sidewalks and building entries that protects pedestrians from inclement weather.

2.0 – Streetscapes

Purpose

- To provide complete, accessible, and connected streetscapes
- To promote high-quality and healthy landscaping

Relationship to Other Standards

This section supplements the sidewalk standards of Chapter 19.33 EMC. Other standards are unique to the Park District. See Section 4.3 for other landscaping standards. See the City's approved tree species allowed within street rights-of-way at the [Tree Program website](#).

Standards

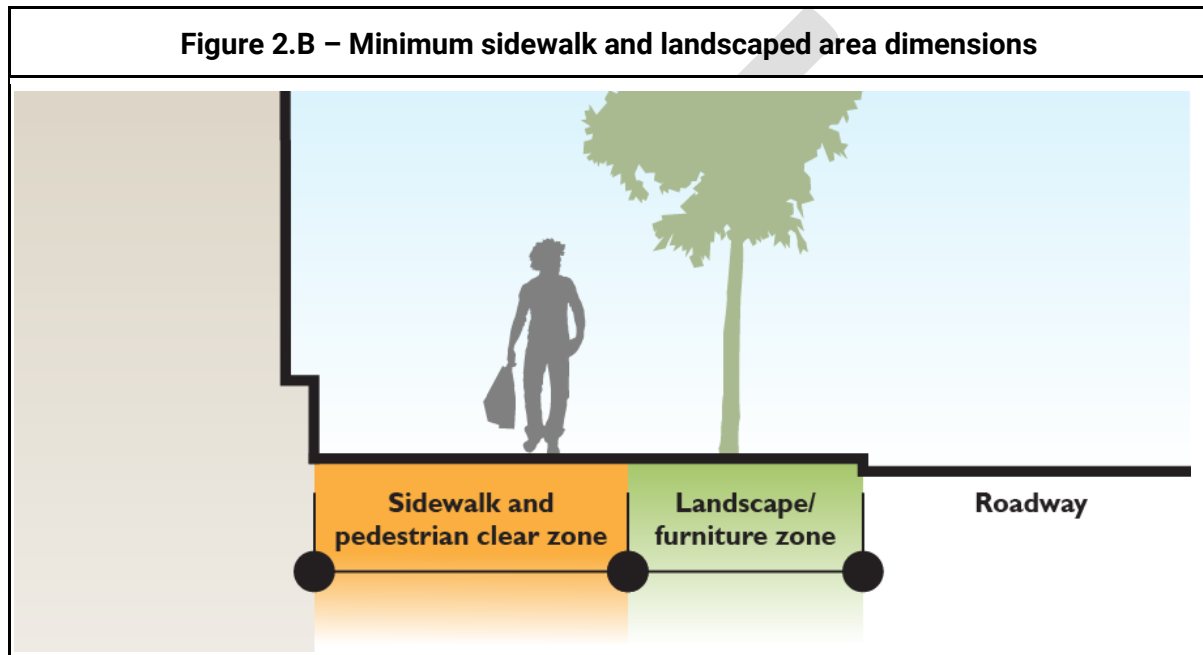
A. Streetscape character.

1. North-south streets. The north-south streets must have distinct streetscape designs which account for different conditions.
 - a. Poplar Street. On the west side, this street must have a variety of street tree species and non-uniform spacing, in keeping with a natural park-like approach to the landscaping and tree plantings in the west border area.
 - b. Hemlock Street. This street must have a limited set of street tree species with regular spacing, except where the pattern is interrupted by adjacent plazas and park-like areas where spacing may differ.
 - c. Fir Street. This street must have a limited set of street tree species on the west side of the street, and the east side these must be trees and other plantings that are varied in species and spacing to enhance the buffering from adjacent properties (see also Section 4.3.A).
2. East-west streets.
 - a. New Street (placeholder street name subject to change). The new east-west street must have a variety of street tree species and non-uniform spacing, in keeping with a natural park-like approach to the landscaping and tree plantings in adjacent open spaces.
 - b. 12th and 14th Streets. On the Park District frontages, these streets may have a mixture of approaches to street tree species and spacing appropriate to the context and design on adjacent intersecting streets.

B. Street design. All streets in the Park District must provide sidewalks and landscaped/furniture zone meeting these minimum widths on both sides of the street.

1. Minimum dimensions.

- a. Sidewalk and pedestrian clear zone minimum width: six feet, except eight feet when adjacent to a storefront (see Section 3.A).
- b. Landscape/furniture zone minimum width: four feet. Wider dimensions are required in some areas per subsection (C)(1) below.



2. Exceptions to the minimum dimensions of subsection (1):

- a. The east side of Fir Street.
- b. The west side of Poplar Street.
- c. Areas where the streetscape design is integrated with an adjacent open space.

C. Street landscaping.

1. A minimum ten percent of curbside landscape areas (measured parallel to street centerlines) must be at least eight feet wide. Large trees should be planted in these wider planting strips.
2. Street tree spacing must average not more than 30 feet. Average spacing may increase to comply with Everett public works standard clearances for sight triangles, driveways, street lights, and other street features or safety concerns.
3. Street trees must be placed in a minimum four-foot by six-foot planting area and selected species must be appropriate to the planting area and available soil to prevent

root penetration and sidewalk damage. The City may require root vaults or other measures in tight planting areas or where there may be conflicts with utilities.

4. Street tree size and spacing must be coordinated with and comply with the Fire Department's requirements for adequate clearance for fire equipment to access upper floors of buildings from streets.

See Section 4.3 for other landscaping standards.

DRAFT

3.0 – Building Frontages

This section applies to the ground floor of building frontages and storefronts.

Purpose

- To enhance pedestrian environments by emphasizing ground-level building frontage designs for commercial, mixed-use, and multifamily developments that have a variety of entryways and human activity.
- To promote the success of retail, service and civic tenants by allowing for distinguishing features at each tenant storefront.
- To promote good visibility between buildings and the street for security for pedestrians and to create a more welcoming and interesting streetscape.
- To promote ground level building frontage designs that provide a sense of privacy for any ground floor residential uses in a building while creating a lively, safe and welcoming streetscape environment for pedestrians.

Relationship to Other Standards

These standards substitute several standards in Chapter 19.12 EMC and apply some of the “street type”-related standards in Chapter 19.33 EMC to the Park District. Ground-floor residential standards are unique to the Park District.

Standards

A. Storefront building frontage standards.

1. Purpose.
 - a. Vitality and visual connections. Storefront building frontages are intended to support vital streetscapes and plazas and create visual connections to the interiors of uses intended for public access within the Park District.
 - b. Distinctive design. Storefronts should be designed for expressing the use inside, with distinctive signage, street furnishings, and opportunities for retail display.
2. Applicability. Storefront building frontage standards apply to ground-level uses where portions of the interior are normally intended for public access. Storefronts may be oriented towards public streets, public or private sidewalks or plazas.

3. Standards.

Table 3.A.3 – Storefront building frontage standards	
Element	Standards
Ground-level	
Land use	<p>These standards apply to uses normally intended for public access such as shops, services, public service and civic uses, ground-level office space, and leasing offices.</p> <p>They also apply to the residential building frontages containing entrance lobbies and common areas, even if they are secured from public use. Special standards apply to day care, educational, or similar facilities, as noted below.</p>
Tenant space depth	30' minimum
Floor to floor height	<p>12' minimum</p> <p>Applies to the minimum ground floor tenant space depth.</p>
Storefront setback	No minimum building setback is required.
Ground level façade transparency	<p>At least 60% of the ground floor transparency zone (the portion of the ground floor façade between 2' and 10' above sidewalk grade) area.</p> <p>For day care, education or similar facilities, at least 40% of the ground floor transparency zone must be composed of windows and may provide for screening or window treatments for visual separation from the exterior to interior activities.</p>
Weather protection	<p>All storefront entries must include weather protection a minimum of 6' feet deep for the width of the entry and have 10' to 15' of vertical clearance.</p> <p>Weather protection over the storefront is required along at least 50% of the subject storefront elevations, and it must be a minimum of 6' deep and have 10' to 15' of vertical clearance.</p> <p>Exception: Portions of storefronts that feature landscaping planters at least 2' in width between the sidewalk or plaza and storefront are exempt from this requirement and excluded from applicable calculations.</p> <p>Weather protection must not interfere with street trees, street lights, or street signs.</p>

4. COMPLIANCE ALTERNATIVE criteria/parameters.

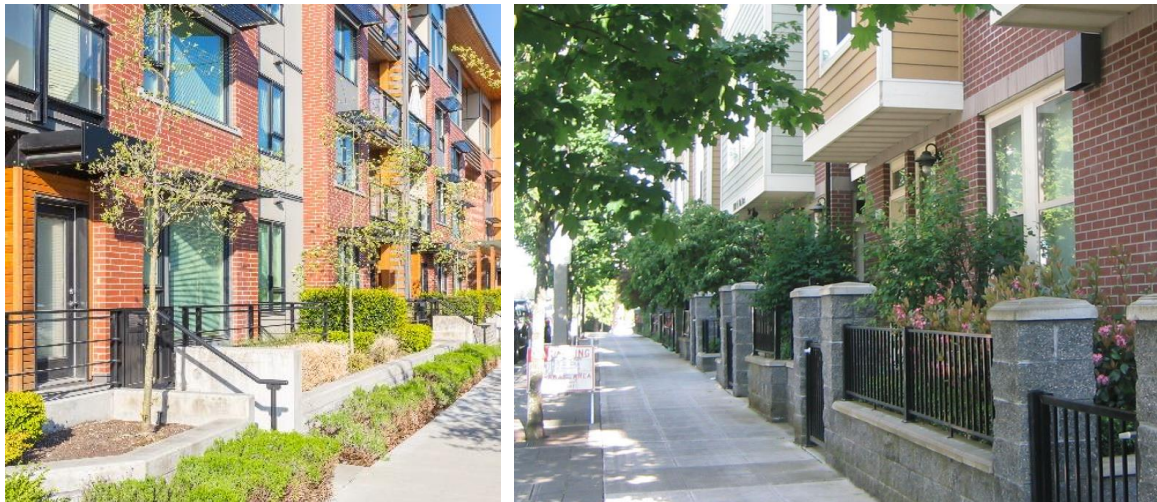
- a. Façade transparency. Reduced transparency (to no less than 40 percent of the transparency zone) will be considered if the façade design between ground-level windows provides architectural variety and mitigates the impacts of blank walls.
- b. Weather protection. Reduced weather protection depths will be considered for up to 50 percent of the required weather protection features provided the design is proportional to architectural features of the building and helps to articulate the storefront façade (see the standard in subsection 5.2.A).

B. Ground-level residential building frontage standards.

1. Applicability. These standards apply to spaces within residential buildings including dwelling units adjacent to sidewalks, plazas, or publicly-accessible paths and park space.
2. Purpose.
 - a. To integrate human-scaled design treatments to enhance the safety and character of streetscapes while respecting the privacy and livability of adjacent residential units. Human-scaled design treatments provide for a combination of vertical and horizontal features that articulate the ground levels and/or first two levels of a structure and provide an emphasis on entrances and recognizable references to the human activities within the adjacent space through window design or other characteristics.
 - b. To provide an effective and attractive transition between the public and private realm.
 - c. To avoid building designs that deprive ground level dwelling units of reasonable solar access due to overhanging building volumes or structures.
3. Standards. All residential building frontages must utilize at least two of the measures listed under subsections (a) and (b) and demonstrate how the ground level frontage design meets the purpose of the standards.
 - a. Ground level frontage.
 - i. Setback. Provide a five feet minimum landscaped setback from the sidewalk and the exterior wall of any unit.
 - ii. Elevation. Where the exterior wall of a dwelling unit is within ten feet of a sidewalk, raise the ground level at least two feet above the level of the sidewalk to help to improve privacy and enhance their relationship to the street.
 - iii. Planters. Provide raised landscaping planters at least two feet wide and 16 inches tall in the transitional area between the dwelling unit and the sidewalk (see Figure 3.B.1 below for examples).
 - b. Measures specific to dwelling units with direct ground-level access.
 - i. Provide a physical “threshold” feature such as a retaining wall, rockery, stair, gate, railing, landscaping, or a combination of such elements on private property that defines and bridges the boundary between the sidewalk and the private entry. Thresholds may screen but not completely obstruct views to and from the sidewalk. Refer to Chapter 19.40 EMC for fence height standards.
 - ii. Provide an outdoor space at least four feet deep and six feet wide (24 square feet minimum area) between the sidewalk and the dwelling unit entry such as a porch, patio, deck, or stoop (for stoops, refer to diversity requirements in Section 5.1). Where feasible, this space must be at the same level as the interior of the unit.

- c. Provide a covered area, porch, recess, or other weather protection at least three feet deep that provides cover for the unit entry.
- d. Frontage for residential common space. Where the frontage use is residential common space such as community rooms, exercise space, package pick-up and the like, the frontage shall provide 40 percent transparency, but may include screening or window treatments to provide privacy.

Figure 3.B.1 – Acceptable ground-level residential frontages close to sidewalks.



These examples include ground level and/or elevated planters and low fencing that help to provide an effective transition between public and private space. Adjacent dwelling units in the lower right example are generally at grade, whereas the other examples are elevated above the sidewalk level.

Figure 3.C.2 – Unacceptable ground-level residential frontages close to sidewalks.



Bad examples: Despite the raised ground level, the shallow setback design in the left image is insufficient to meet the purpose of the standards. In the right image, the upper level building cantilever doesn't meet the standards and creates a cold "cave stoop"-like form with poor solar access to the unit. The large areas of unscreened concrete walls in both examples are undesirable.

4.0 – Site Design

This section contains several subsections on issues of site design.

4.1 – Pedestrian Spaces and Circulation

Purpose

- To provide accessible, effective, and efficient pedestrian circulation for publicly-accessible uses and entrances within and among development components and connect to adjacent pedestrian routes and streets.
- To incorporate a connected system of attractive pathways that encourage walking and neighborhood connectivity.
- To create a pedestrian environment that is accessible, safe, and comfortable.
- To provide pedestrian access to transportation resources such as sidewalks, bikeways, crosswalks, and bus shelters connecting to all modes of transportation.

Relationship to Other Standards

These standards supplement the internal pedestrian access standards of Chapter 19.33 EMC, substitute the building entrance requirements of Chapter 19.09 EMC, and provide new pedestrian-oriented space standards unique to the Park District.

Standards

- A. General pedestrian connectivity.** The project must provide an integrated and connected pedestrian circulation network that encourages walking and functions as one of the defining features of the development. Routes that minimize walking distances must be utilized to the extent practical. Publicly accessible pedestrian connections must be made at intervals no greater than 600 feet.
- B. Pedestrian facility design.** The following are minimum dimensions. Larger dimensions may be appropriate for high-volume facilities and for facilities located adjacent to high-activity land uses.
1. Primary pathways (direct connections from sites to public streets and the primary walking routes through publicly-accessible courtyards, parks and plazas): Six feet wide paved surface.
 2. Secondary pathways: Five feet wide walking surface.
 3. Community garden pathways and other similar pathways through landscaped areas are excluded from these standards provided a generally parallel primary or secondary route is available.
- C. Pedestrian-oriented spaces.** This subsection describes the requirements and desired characteristics of pedestrian-oriented spaces, such as plazas, which may be used to meet the requirements of other standards in this document.
1. Required features.

- a. Space must be located in areas with significant pedestrian traffic to provide activity and security, such as adjacent to or visible from a building entry and street.
 - b. Hard and lightly-colored walking surfaces of concrete, approved unit paving, wood planking, or similarly smooth and durable materials. Form-in-place pervious concrete paving is allowed.
 - c. Fixed seating opportunities, including benches and/or integrated planter ledges and/or terraces.
 - d. Landscaping components that provide shade and add visual variety. This could include trees, planting beds, raised planters, and/or potted plants.
 - e. Bicycle racks (these may count toward required nonresidential bike parking quantities).
2. Prohibited features.
- a. Asphalt pavement except as a temporary treatment during construction.
 - b. Permanent outdoor storage of bulk materials and commercial merchandise.

4.2 – Residential Outdoor and Common Areas

Purpose

- To create useable space that is suitable for leisure or recreational activities for residents.
- To create open space that contributes to the residential setting.
- To provide plazas and other pedestrian-oriented spaces in commercial areas that attract shoppers and enhance employees' and the public's opportunity for active and passive activities, such as dining, resting, people watching, human interaction and recreational activities.
- To enhance the development character and attractiveness of residential and commercial development.

Relationship to Other Standards

These standards substitute the outdoor and common area standards of Chapter 19.09 EMC. The minimum area and distribution required is the same as Chapter 19.09 EMC and new design standards are provided unique to the Park District.

Standards

The Park District will provide a mixture of publicly accessible open spaces, private outdoor spaces, and common residential outdoor spaces. The minimum standards to be applied to each phase of development are as follows:

A. Amount of area required.

All residential development, including residential portions of mixed-use development, must provide minimum outdoor and common areas equal to the amounts set in the table below. No payment in lieu of providing the required outdoor and common areas will be accepted.

Table 4.2.A – Outdoor and Common Area Requirements	
Unit Size	Area Required
Studio or 1-bedroom	75 square feet per unit
2+ bedrooms	100 square feet per unit

B. Distribution of area. At least 25 percent of the minimum area must be common areas. Of this minimum amount:

1. A minimum of 50 percent must be outdoor common area.
2. A maximum of 50 percent may be indoor common area.

C. Design standards.

1. Outdoor common areas must be accessible to all tenants of building and may include access for other residents of the Park District. They may include areas that are not accessible to the general public. Examples include, but are not limited to, park-like areas, landscaped courtyards, roof decks, building terraces, entrance plazas, gardens with

walkways, children's play areas, swimming pools, and water features. Such areas must meet the following design standards:

- a. Outdoor common areas must have minimum useable dimensions of 20 feet in any direction and 400 square feet in area. Wider minimum dimensions are required perpendicular to building elevations containing windows of dwelling units whose only solar access is from the applicable building wall. Specifically:
 - i. 20 feet minimum for such elevations up to three-stories tall.
 - ii. 25 feet minimum for such elevations four-stories tall, except 20 feet if one or more buildings features an upper level stepback at least five feet deep above the first or second floor.
 - iii. 30 feet minimum for such elevations five or more stories tall, except 20 feet if one or more buildings features an upper level stepback at least 10 feet deep above the first or second floor.
 - b. Outdoor common areas will include some of the following features: paths or walkable lawns, landscaping, seating, lighting, play structures, sports courts, or other amenities.
 - c. Outdoor common areas adjacent to ground-level windows, streets, service areas, and parking lots must be bordered with landscaping, fencing, and/or other acceptable treatments that enhance safety and privacy for both the common area and dwelling units (where applicable).
 - d. Elevated outdoor common spaces must include design elements that encourage year-round use and safety, such as areas for walking, seating, and amenities, weather protection elements, and landscaping features.
2. Indoor common areas are spaces for the common use of building residents. Access may also be extended to other residents of the Park District. Examples include, but are not limited to, multi-purpose entertainment space, fitness center, movie theater, kitchen, library, workshop, conference room, or similar amenities. Such areas must meet the following design standards:
- a. The space must be located in a location that can be reached by residents, such as near an entrance, lobby, elevator bank, or accessible interior corridors.
 - b. The minimum area is 250 square feet. The space must feature dimensions necessary to provide functional leisure or recreational activity (unless otherwise noted herein).
 - c. The space must be designed specifically to serve interior recreational functions and not merely be leftover unrentable space used to meet the open space requirement. Such space must include amenities and design elements that will encourage use by residents.

3. Private ground-level outdoor areas include patios, yards, porches, and stoops directly adjacent and accessible to the subject unit. Such areas must meet the following design standards:
 - a. Such areas must have minimum useable dimensions of six feet in any direction and 36 square feet in area.
 - b. Individual such areas larger than the minimum size requirements in subsection (a) must not be used in the calculations for determining the minimum area requirements for other units in the development.
 - c. Such areas not elevated above grade must be enclosed by a fence and/or hedge between 18 and 42 inches in height when at adjacent to a street, outdoor common area, or public space. Taller privacy screens between units are acceptable.
 - d. For stoops, refer to diversity requirements in Section 5.1.
4. Private balconies must be a minimum of four feet in any direction and no less than 36 square feet in area.

4.3 – Landscaping

Purpose

- To promote and enhance the Park District as a walkable place and enhance the pedestrian environment and general appearance of development.
- To increase the physical comfort through heat mitigation and mental and physical well-being with comfortable walking spaces and providing connections to nature.
- To provide for green setbacks at the project edge to buffer adjacent existing residential development.
- Increase visibility to promote public safety and deter crime.
- To provide a varied environment that provides for a variety of scales, spaces, and experiences for residents and visitors

Relationship to Other Standards

These standards supplement the landscaping standards in [Chapter 19.35 EMC](#). See also Exhibit A.1 for other Park District PDO landscaping standards.

Standards

A. PDO boundary landscaping.

1. On the east boundary of the PDO, Type II landscaping at least ten feet deep is required. This standard applies whether the applicable area is in the right-of-way or on property. This standard does not apply to areas where this cannot be achieved in order to provide intersection alignments.
2. The community gardens shall not be located in the wetlands buffer. The wetlands buffer shall be planted with native plant material. Any portion of the community gardens adjacent to the wetlands buffer shall be planted with native plant material and may contain walking paths. Signs shall be posted which encourage community garden plot holders to use low or no chemicals.
3. On the west boundary of the PDO, fencing meeting the standards of [Chapter 19.40 EMC](#) and subsection (E) below plus an evergreen landscaping screen is required between proposed buildings within the Park District and adjacent existing residential buildings outside of the Park District boundary. Specific landscaping materials that screen adjacent properties shall be approved by the City.
4. On the 12th Street boundary of the PDO, Type III landscaping at least ten feet deep is required except at pedestrian-oriented spaces and recreation areas (see Section 4.1.C).
5. Boundary landscaping planting plans must be coordinated with applicable utility agencies and easement requirements.

B. Landscape diversity. The following standards demonstrate a commitment to integrating a diversity of landscape forms, species, textures, and colors that add richness to the Park District environment.

1. Trees. At least 30 percent of new trees must be conifers. These conifers must be native or verified non-invasive, low-maintenance, and ecologically beneficial.

2. **Planting.** A minimum of 60 percent of planting areas (excluding lawn) must be planted with native plants or verified non-invasive, low-maintenance, and ecologically beneficial plants.

3. A minimum of 30 native understory plant species must be planted throughout the site.

See Section 2.0 for streetscape standards.

- C. Canopy coverage.** Plan for at least 20 percent tree canopy coverage at the time of tree maturity. Areas covered by building footprints and vehicular paving are not included in coverage calculations. Open spaces on top of parking podiums, however, are included. Strategies must include:

1. Preserve existing, healthy mature trees when feasible.
2. Grow large deciduous and conifer trees by selecting appropriate species and providing adequate space for the trees to mature and be maintained.

- D. Planting and irrigation.**

1. No invasive or noxious species may be knowingly planted on the site and must be removed where found.
2. Large trees must be irrigated for five years after planting to ensure survival through increasingly hot, dry, and long summers.

- E. Fences and walls.**

1. **Materials.** Chain link fences are prohibited in the interior of the site. Coated chain link fencing with a dark color such as black, dark gray, or dark green may be used only along boundary conditions at the eastern and western edges of the Park District, but must be used in association with boundary plantings required in (A) above.
2. **Retaining walls.** Retaining walls taller than six feet and visible from a street shall employ design measures to mitigate the visual impact of the wall. Such measures may include treatment such as planting, integral patterns, additive design elements, and the like and must extend to include 50 percent of the wall.

- F. Foundation screening.** All street-facing elevations must have landscaping along any exposed foundation.

4.4 – Parking and Service Elements

Purpose

- To reduce potential negative impacts of driveways and off-street parking facilities on the streetscape.
- To provide visibility and safe interactions between drivers and other sidewalk/roadway users.
- To limit adverse visual, odor, and noise impacts of mechanical equipment, utility cabinets, trash and recycling receptacles, and other service areas at ground and roof levels.
- To provide adequate, durable, well-maintained, and accessible service and equipment areas.
- To reduce impacts from the location and utilization of service areas.
- To provide service areas for truck deliveries and loading with practical access to building elevators that will be partially concealed from view when not in use, and will not interfere with pedestrian or vehicle traffic when in use.

Relationship to Other Standards

These standards are unique to the Park District.

Standards

A. Off-street parking and loading.

1. Off-street parking must be hidden and integrated into the buildings. Exceptions:
 - a. Entrance/exits.
 - b. This standard does not apply to interim parking uses for portions of the site planned for a later phase of development.
 - c. Other permanent surface-level parking must be set back at least five feet from the sidewalk and feature Type III landscaping between the sidewalk and parking area.
2. Parking garage entries.
 - a. Parking garage entrances are limited to 40 feet in width and must be designed and sited to complement, not subordinate, pedestrian entries.
 - b. Where vehicles enter and exit a parking garage or service area across a sidewalk or internal walkway, direct visibility between pedestrians and motorists must be provided. Mirrors and electronic visual/audio warnings alone are not acceptable methods. Direct visibility must be provided with one or more of the following features:
 - i. Setback entries.
 - ii. Cropped wall corners or chamfers..
 - iii. Wall openings.
 - iv. Other treatments to enhance safety and visibility.

- c. Sidewalk paving should be continuous across parking garage and service entries. Pavement markings or changes in pavement color or materials must be used.
 - d. At least 40 feet of queueing space, or the length of the design vehicle planned for service access, must be provided in the space between a sidewalk and a security threshold (e.g. gate or door) of garage and service area entries.
 - e. Garage entry doors and gates, if provided, must be at least 50 percent transparent between the bottom and top of the door or gate.
- 3. Parking garage service area locations. Each multi-family building with an elevator core must have access to a designated service area that provides for loading and unloading of trucks and the handling of refuse and recycling containers that is at least 50 percent concealed by doors, gates, fencing or landscaping from views from public streets and sidewalks. If the area serves multiple buildings, then it must provide for simultaneous operation of at least two vehicles.
 - 4. Service area loading dock operation. Vehicles using a loading dock must not extend across a sidewalk or into the adjacent street.
- B. Location of ground-level service areas and mechanical equipment.** Ground-level building service areas and mechanical equipment includes loading docks, trash collection and compactors, dumpster areas, storage tanks, electrical panels, HVAC equipment, and other utility equipment. If any such elements are outside the building at ground level, the following location standards apply:
- 1. Service areas must be located for convenient service access.
 - 2. Service areas must be screened with the structural and landscaping screening measures provided in subsection (C) below.
 - 3. Trash and recycling receptacle storage areas must be provided for all development, located on site and not in the public right-of-way.
- C. Screening of ground related service areas and mechanical equipment.**
- 1. Where screening of ground-level service areas is required [see subsection (B)(2) above], the following applies:
 - a. The service area must be paved and have a screening enclosure constructed of masonry, heavy-gauge metal, or other decay-resistant material. The enclosure must be sufficient to provide full screening from views from publicly-accessible sidewalks or adjacent property outside of the Park District.
 - b. Gates must be made of heavy-gauge, site-obscuring material. Chain link or chain link with slats is not an acceptable material for enclosures or gates.
 - c. Trash collection points and loading docks must be located and configured so that the enclosure gate swing does not obstruct pedestrian or vehicle vehicular traffic, or does not require that a hauling truck project into any public right-of-way.

2. The sides and rear of service enclosures must be screened with landscaping at least three feet wide in locations visible from the street and adjacent properties.
3. Where loading docks are sited along building frontages they must be designed to limit impacts on the pedestrian environment. Provide a provision of closure when not in use.

D. Utility meters, electrical conduit, and other service utility apparatus. These elements must be located and/or designed to limit their visibility by the public. If such elements are mounted in a location visible from the street, pedestrian pathway, or shared open space, they must be screened with a fence or vegetation and/or integrated into the building's architecture.

E. Location and screening of roof-mounted mechanical equipment.

1. All rooftop mechanical equipment, including air conditioners, heaters, vents, and similar equipment must be screened from public view both at grade and from adjacent properties with the exception of solar panels and wind turbines.
2. Unscreened rooftop mechanical equipment must be setback from the exterior building walls sufficient to not be visible from the ground-level across the street from the site.
3. For rooftop equipment, all screening devices must be well integrated into the architectural design through such elements as parapet walls, false roofs, roof wells, louvered surfaces, architectural screening, clerestories,, or within equipment rooms.
4. The screening devices must be as high as the equipment being screened.

5.0 – Building Design

This section contains several subsections on issues of building design.

5.1 – Building Design Diversity

Purpose

- To provide a varied environment that provides for a variety of scales, spaces, and experiences for residents and visitors
- To avoid highly repetitive, uniform spaces and places
- To support innovative design where it clearly benefits the ensemble of buildings, uses, and spaces

Relationship to Other Standards

These standards are unique to the Park District.

Standards

The following standards demonstrate a commitment to integrating a diversity of building forms that add richness to the Park District environment.

- A. Mixed-use and multifamily buildings must visibly vary in at least one significant aspect so that they are clearly not identical as viewed from public streets. Aspects can include forms, massing and the composition and articulation of exterior building materials, colors, fenestration patterns, building entries, weather protection features, and rooflines.
- B. Residential stoops. While individual stoops on one building may have a consistent design and form, the stoops on each building must be distinct from those in adjacent buildings. Specifically, stoops at different buildings must employ some combination of different stoop height and/or width, stairs, railings, materials, detailing, overhangs, and/or planter design.

5.2 – Massing and Articulation

Purpose

- To create a District composed of a variety of building massing through evident differences in the enclosed volumes and how they are shaped.
- To further articulate the building massing and architectural expression as a means to provide for secondary scales and patterns that are smaller than the entire façade.

Relationship to Other Standards

These standards substitute the façade design standards of Chapter 19.12 EMC.

Standards

A. Façade articulation. Buildings must include at least two articulation features at intervals to meet the purpose of the standard. These standards apply to building elevations visible from streets and parks.

1. Maximum façade-articulation interval: 50 feet.
2. Articulation features.
 - a. Use of window fenestration patterns.
 - b. Use of weather protection features.
 - c. Use of vertical piers/columns (applies to all floors of the façade, excluding any upper level stepbacks).
 - d. Change in roofline plane.
 - e. Change in building material and/or siding style (applies to all floors of the façade, excluding any upper-level stepbacks).
 - f. Vertical elements such as a trellis with plants, green wall, art element that meet the purpose of the standard.
 - g. Providing vertical building modulation of at least 12 inches in depth if tied to a change in roofline or a change in building material, siding style, or color. Balconies may be used to qualify for this option if they are recessed or projected from the façade by at least 18 inches.
 - h. Window sunscreens.
 - i. Other design techniques that effectively reinforce a pattern of articulated façades.
3. COMPLIANCE ALTERNATIVE considerations associated with articulation standards. Proposals must meet the purpose of the standards. The following will be considered in determining whether the proposed articulation treatment meets the “purpose” of the standards.
 - a. Consider the type and width of the proposed articulation treatment and how effective it is in meeting the purpose given the building’s current and desired context (per the Park District Master Plan.

- b. Consider the visibility of the façade. Some streets are more prominent and visible than other streets. 12th, Poplar, and Hemlock Streets are examples of more visible streets. Fir and 14th Street are less prominent and warrant greater flexibility.
- c. Consider the size and width of the building. Smaller buildings (less than 120 feet wide) warrant greater flexibility than larger buildings.
- d. Consider the quality of façade materials in concert with doors, windows, and other façade features and their ability to add architectural variety to the street from a pedestrian scale and more distant observable scales.

B. Maximum façade length. Building elevations longer than 150 feet facing a street or park must include at least one of the following features to break up the massing of the building and add architectural variation.

- 1. Provide vertical building modulation at least six feet deep and 15 feet long. For multi-story buildings, the modulation must extend through at least one-half of the building floors.
- 2. Façade employs building walls with contrasting articulation and fenestration that help to visually break up the massing and add architectural variation. To qualify for this option, these contrasting façades must employ all of the following:
 - a. Different building materials and/or configuration of building materials.
 - b. Contrasting window design (sizes or configurations).
- 3. COMPLIANCE ALTERNATIVES to subsections (B)(1-2) will be considered provided the design meets the purpose of the standards. Supplemental consideration for approving alternative designs:
 - a. Width of the façade. The larger the façade, the more substantial articulation/modulation features need to be.
 - b. The type of articulation treatment and how effective it is in meeting the purpose given the building's context.

5.3 – Details and Entries

Purpose

- To encourage the incorporation of design details and small-scale elements into building façades that are attractive at a pedestrian scale.
- To encourage the success of retail and civic tenants through distinguishing features at each tenant storefront.
- To create clear and welcoming building entries.

Relationship to Other Standards

These standards substitute the building entry standards of Chapter 19.09 EMC. The façade detail standards are unique to the Park District.

Standards

A. Façade details. All building façades subject to Storefront building-frontage requirements (see Section 3.0) must be enhanced with appropriate details. All new buildings must employ a combination of detail element from the lists below for each façade articulation interval (see Section 5.2).

1. Window and/or entry treatment, such as:
 - a. Transom windows.
 - b. Roll-up windows/doors.
 - c. Operable stacking doors/windows.
 - d. Recessed entry.
 - e. Custom door configuration.
 - f. Other specially designed window or entry treatment that meets the purpose of the standards.
2. Building elements and façade details, such as:
 - a. Custom-designed weather protection element such as a steel canopy, glass, or retractable awning. Custom-designed cloth awnings may be counted as a detail provided they are constructed of durable, high-quality material.
 - b. Decorative building-mounted light fixtures.
 - c. Terraced planters or fixed seating built into the building.
 - d. Other details or elements that meet the purpose of these standards.
3. Building materials and other façade/entry elements, such as:
 - a. Custom kick-plate, pilaster, base panel, or similar feature.
 - b. Hand-crafted material, such as special custom metal work and panels or custom wood work.

- c. Use of exterior paving materials adjacent to building entries, such as stamped concrete, inlaid concrete, tile, concrete pavers or stone.
- d. Other details that meet the purpose of the standards.

B. Articulated building entries. The primary entrance for all multifamily and multi-tenant buildings must be designed as a clearly defined and demarcated standout architectural feature of the building. Such entrances must be easily distinguishable from regular storefront or private residential entrances on the building. A weather protection feature with a minimum dimension of six feet by eight feet is required..

DRAFT

5.4 – Exterior Building Materials

Purpose

- To encourage the use of durable, high quality building materials that minimize maintenance cost and provide visual interest from all observable vantage points.
- To promote the use of a distinctive mix of materials that helps to articulate façades and lends a sense of depth and richness to the buildings.
- To place the highest priority on the first floor in the quality and detailing of materials at the pedestrian scale.

Relationship to Other Standards

These standards are unique to the Park District.

Standards

A. Quality building materials.

1. Building must use high-quality durable materials. This is most important for the base of buildings, particularly for commercial and mixed use buildings where the façade is sited close to sidewalks.
2. Prohibited exterior building materials:
 - a. Fiberglass.
 - b. Vinyl and plastic siding.
 - c. Plywood.
 - d. T-111 siding.
 - e. Mirrored glass and other highly reflective materials.
 - f. Exterior insulation and finish system (EIFS).
3. The use of sustainably harvested, salvaged, recycled, or reused products is encouraged wherever possible.

5.5 – Blank Walls and Treatments

Purpose

- To avoid untreated blank walls.
- To retain and enhance the character of Park District streetscapes.

Relationship to Other Standards

Everett's current blank wall definition is retained and additional treatment provisions are provided.

Standards

- A. Blank wall definition:** Exterior ground floor walls of buildings visible from a street or publicly accessible open space that are over four feet in height with a horizontal length greater than 15 feet, and do not include a window, building entry, or vertical building modulation. Exterior fire walls built along interior property lines are not considered blank walls.
- B. Blank wall treatment standards.** Untreated blank walls adjacent to a public street, pedestrian-oriented space, common usable open space, or pedestrian pathway are prohibited. Methods to treat blank walls can include:
1. Display windows at least 16 inches of depth to allow for changeable displays. Tack-on display cases do not qualify as a blank wall treatment.
 2. Landscape planting bed at least five feet deep or a raised planter bed at least two feet high and three feet deep in front of the wall with planting materials that are sufficient to obscure or screen at least 50 percent of the wall's surface within three years (see Section 4.3 for other landscaping standards).
 3. Installing a vertical trellis in front of the wall with climbing vines or plant materials.
 4. Installing a mural as approved by the Planning Director. Commercial advertisements are not permitted on such murals.
 5. Special building detailing that adds architectural variety at a pedestrian scale. Such measures may include treatment such as integral patterns, additive facade elements, and the like.

For large visible blank walls, a variety of treatments may be required to meet the purpose of the standards.

6.0 – Signs

Purpose

- To enhance the visual character and identity of the Park District and reduce clutter and visual distraction.
- To promote economic development in the Park District
- To enhance and protect property values and the quality of life by preserving and enhancing the appearance of the streetscape.
- To promote the community's appearance by regulating the design, character, quality of materials, and of signs to maximize their positive visual impact.

Relationship to Other Standards

Under Exhibit A.1, the Park District PDO is subject to Sign Category B sign standards. This section supplements the Sign Category B standards of Chapter 19.36 EMC.

Standards

- A. Freestanding signs.** In addition to the requirements of EMC 19.36.050(A), pole signs are prohibited.
- B. Wall signs.** In addition to the requirements of EMC 19.36.050(B), the following standards apply:
1. Wall signs must be proportional to the façade. They must be no wider than two-thirds the width of the individual façade. This standard also applies to upper-level businesses.
 2. Wall signs that advertise the name of the building and are not associated with the name of any individual tenant are exempt from the maximum sign area, provided such signs are no larger than 25 square feet each and limited to three per building.
- C. Canopy and awning signs.** In addition to the requirements of EMC 19.36.050(G), the following standard applies: Signs must be no wider than two-thirds the width of the individual awning or no more than 20 feet, whichever is less.
- D. Sign illumination types prohibited.** In addition to the requirements of EMC 19.36.050(I), the following standard applies: Backlit cabinet signs are prohibited (where the sign face is illuminated through a translucent casing).
- E. Electronic changing message signs** are prohibited except when designed and placed as a window sign. Such signs must comply with the standards of EMC 19.36.050(C).

7.0 – Exterior Lighting

Purpose

- Protect against light pollution and reclaim the ability to view the night sky and thereby help preserve the quality of life and scenic value of this desirable visual resource throughout the region and nearby natural open spaces.
- Help protect and enhance human health and wellness and wildlife habitation and migration by minimizing light pollution and its impact on all forms of life.
- Promote lighting practices and systems to conserve energy, decrease dependence on fossil fuels, and limit greenhouse gas emissions.
- Ensure that sufficient lighting can be provided where needed to promote safety and security on public and private property, and to allow for reasonable lighting outdoor activities.
- Provide attractive lighting that supports and enhances the urban environment, emphasizes architectural elements, and encourage pedestrian activity and wayfinding beyond daylight hours, especially during the long nights of Pacific Northwest winters.

Relationship to Other Standards

These standards supplement the parking lot exterior lighting standards of Chapter 19.34 EMC and substitute the building entrance lighting standards of Chapter 19.09 EMC.

Standards

A. General standards.

1. All luminaires must be fully shielded and must not emit light into the upper hemisphere around the luminaire or onto adjacent properties and structures, either through exterior full cut-off shields or through optics within the fixture. Support and mounting systems for luminaires must not allow post-installation adjustments that could defeat compliance of this requirement.
2. Exterior lighting is encouraged to follow the color temperature, timing, intensity, technology, and other recommendations of the International Dark Sky Association.

B. Height.

1. Freestanding pedestrian-scale lighting must not exceed 16 feet in height.
2. Building-mounted exterior lighting for roof decks is permitted provided luminaires located above the height of parapet walls are located at least ten feet horizontally from the edge of the roof.

C. Lighting color (chromaticity). The correlated color temperature of outdoor lighting must be 3,500 Kelvin maximum or lower (refer to American National Standard Institutes publication C78.377 for guidance on LED lighting). Wildlife-friendly color temperatures of 2,220 Kelvin or lower must be used near habitat areas such as wetlands. Exceptions may be made for architectural floodlighting, accent lighting, or outlining.

D. Exterior lighting controls.

1. Automated control systems, such as energy management systems, photoelectric switches, motion sensors, and astronomic timer switches, must be used to meet the hours of operation requirements and the technical and energy efficiency requirements of the applicable Washington State Energy Code.
2. Exceptions:
 - a. Egress lighting as required by the building code.
 - b. Lighting required for accessibility.
 - c. Lighting required by statute, law, or ordinance to operate all night.
 - d. A manual override at each exit door is allowed regardless of automatic control device.
 - e. Seasonal holiday lighting and event lighting.

E. Decorative lighting is permitted and should be limited to meet the purpose of this section. Consider dimming or curfews for such lighting after midnight. Such lighting includes:

1. Landscape lighting.
2. Architectural floodlighting, accent lighting, and outlining.
3. Lighting to illuminate flags, public art, water features, and similar edifices.
4. Outdoor rope and string lights for outdoor seating and gathering areas.

F. Prohibited lighting.

1. Dynamic lighting.
2. Luminaires exceeding 500,000 peak candelas and/or 500,000 lumens.
3. Laser lighting.
4. Any lighting of undeveloped environmentally sensitive areas.
5. Any lighting that may be confused with warning signals, emergency signals, or traffic signals.
6. Mercury, low pressure sodium, or other light sources in public areas that can impede or distort the perception of actual colors.
7. Blinking, flashing, intermittent, and/or moving lights unless specifically allowed elsewhere in the Everett Municipal Code.
8. Lighting permanently attached to trees.

Park District Planned Development Overlay

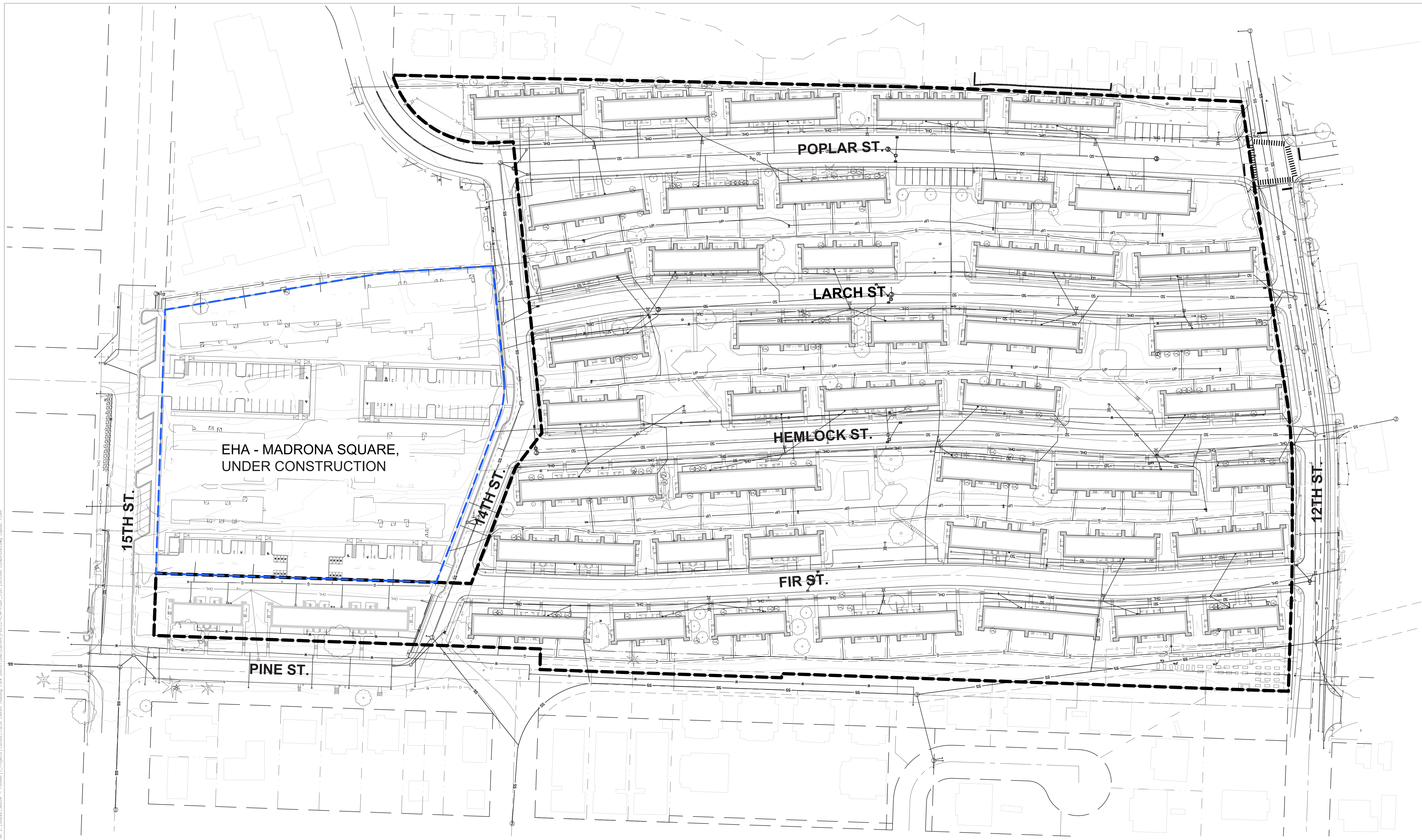
Exhibit C – Preliminary Development Plan

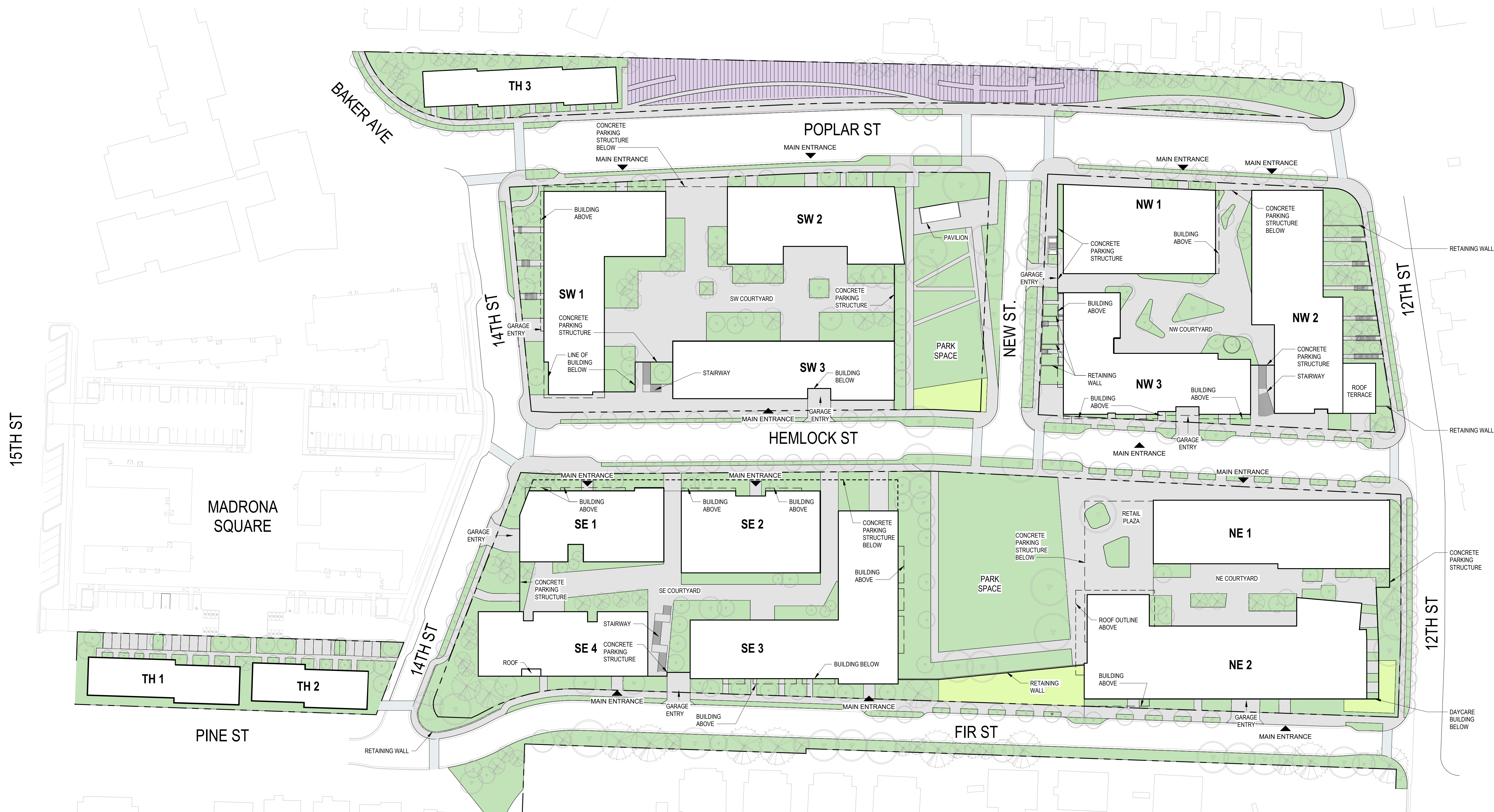
DRAFT February 9, 2024

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).

Sheet Index	
Exhibit #	Sheet Name
C	PRELIMINARY DEVELOPMENT PLAN
C.1	EXISTING CONDITIONS
C.1.1	Existing Site Conditions
C.2	PROJECT SUMMARY
C.2.1	Site Plan
C.2.2	Illustrative Site Plan
C.2.3	Site Sections
C.2.4	Massing Models
C.3	ARCHITECTURE
C.3.1	Ground Levels 1-5
C.3.2	Roof Plan
C.3.3	Building Height Diagram
C.4	LANDSCAPE ARCHITECTURE
C.4.1	Landscape Plan
C.5	SITE CIVIL ENGINEERING
C.5.1	Circulation Right-of-Way Plan
C.5.2	Typical Roadway Sections
C.5.3	R.O.W. Proposed for Vacation and Dedication
C.5.4	Grading and Storm Drain Plan
C.5.5	Sewer and Water Plan
C.5.6	Power and Franchise Plan
C.6	PHASING
C.6.1	Phasing Concept Diagram

Plotted: Aug 21, 2023 - 11:03:37am By: andrew@cityofseattle.com
File: Z:\Shared\Seattle - Pioneer\1. Projects\15200\15200 Everett Housing Park District\15200 C-EHA-PDO-EXISTING CONDITIONS.dwg Layout: P&M



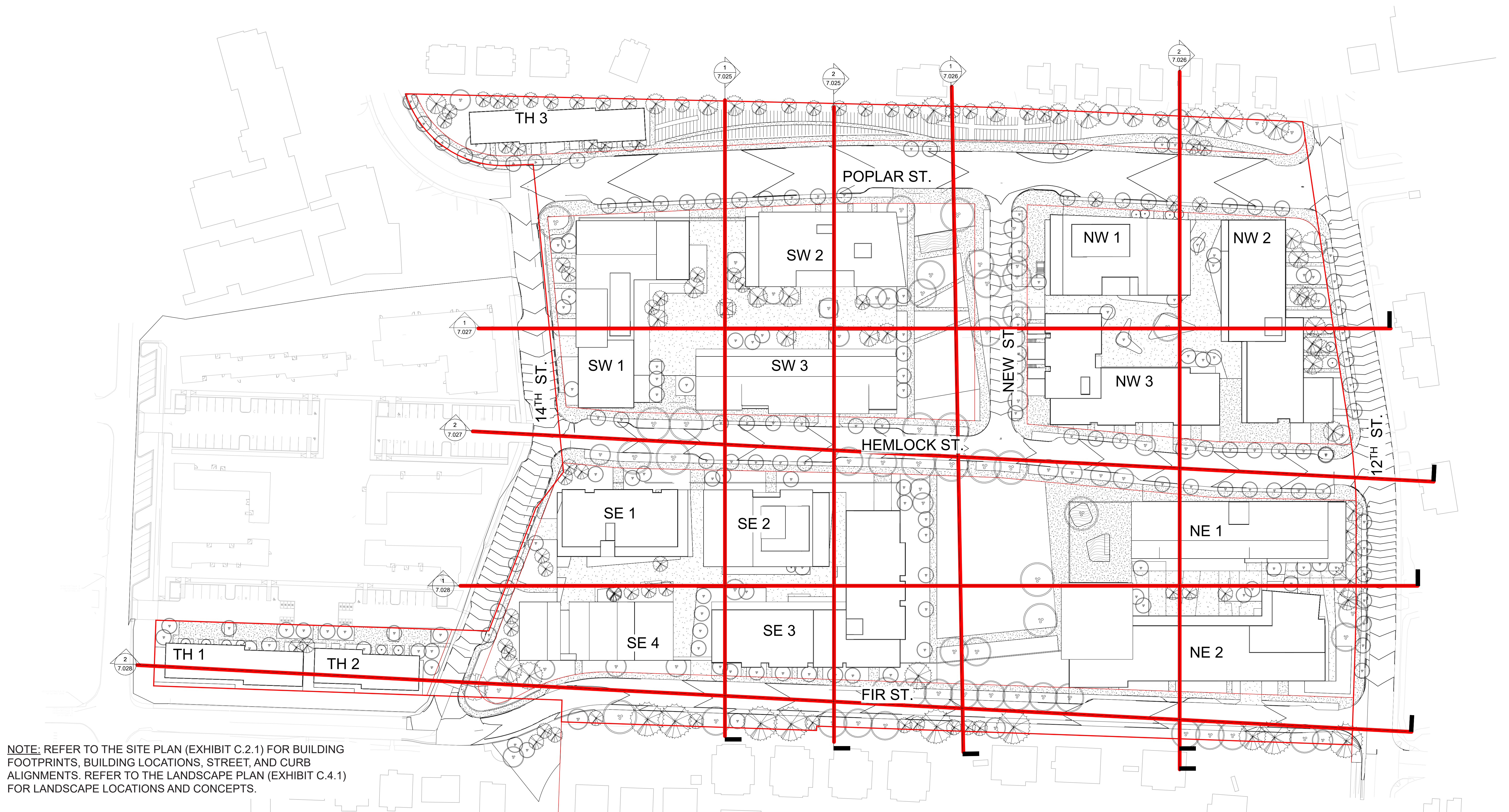




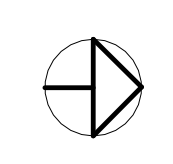
ILLUSTRATIVE PLAN; LANDSCAPEING AND ARCHITECTURAL ELEMENTS MAY VARY TO ARCHITECTURAL DRAWINGS. IMAGE TO CONVEY GENERAL CHARACTER OF SPACE

NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

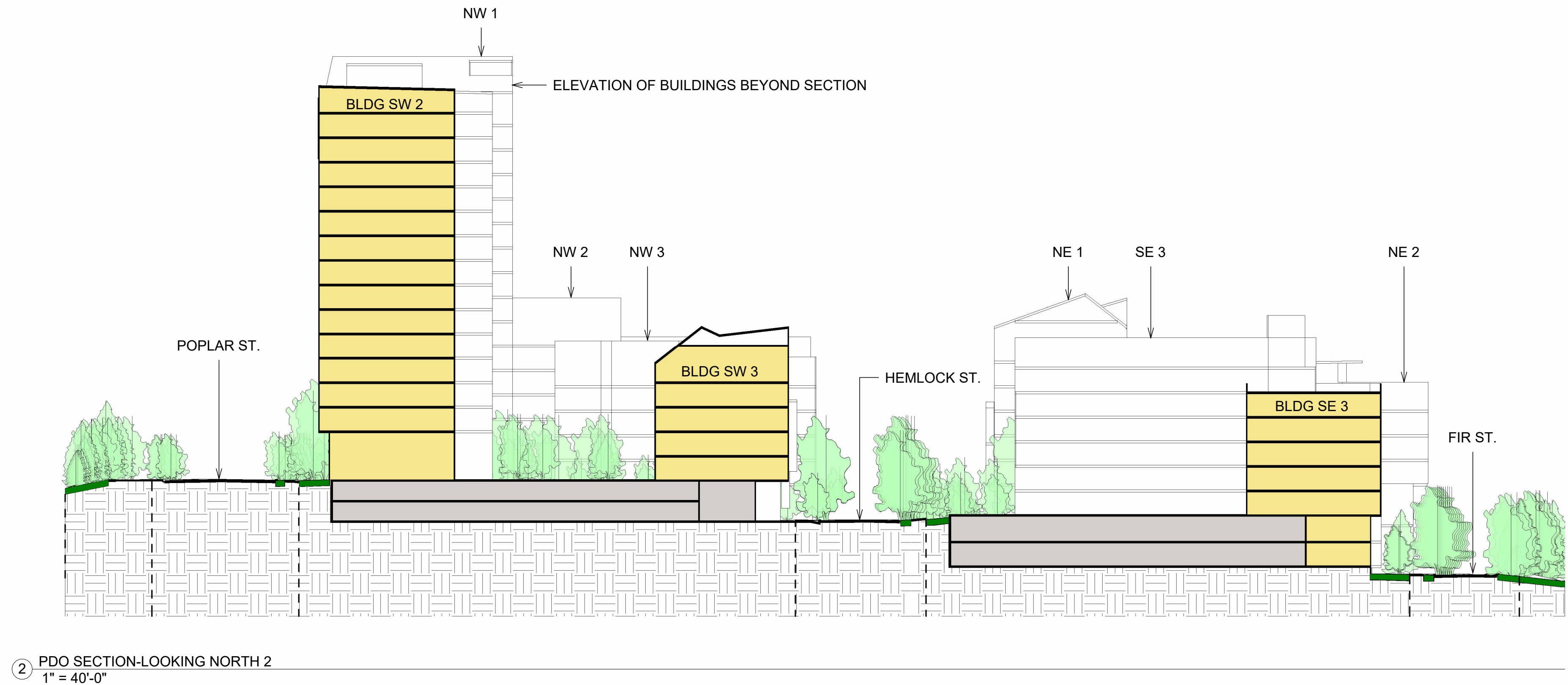
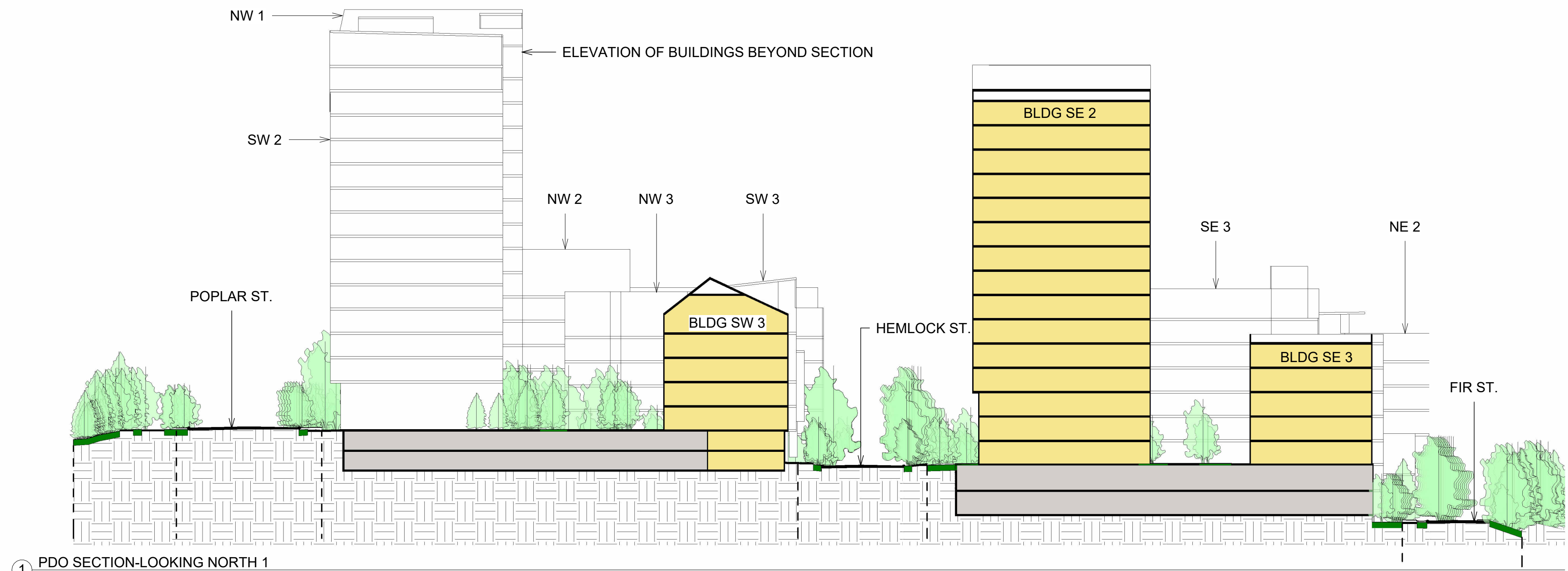




NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



PROGRAM KEY

- RESIDENTIAL USES
- COMMERCIAL USES
- PARKING
- PROPERTY LINE

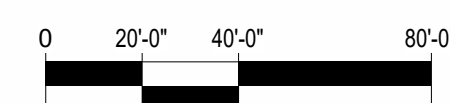
NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



Prepared by: FRAMEWORK

Revisions:

Scale: As indicated

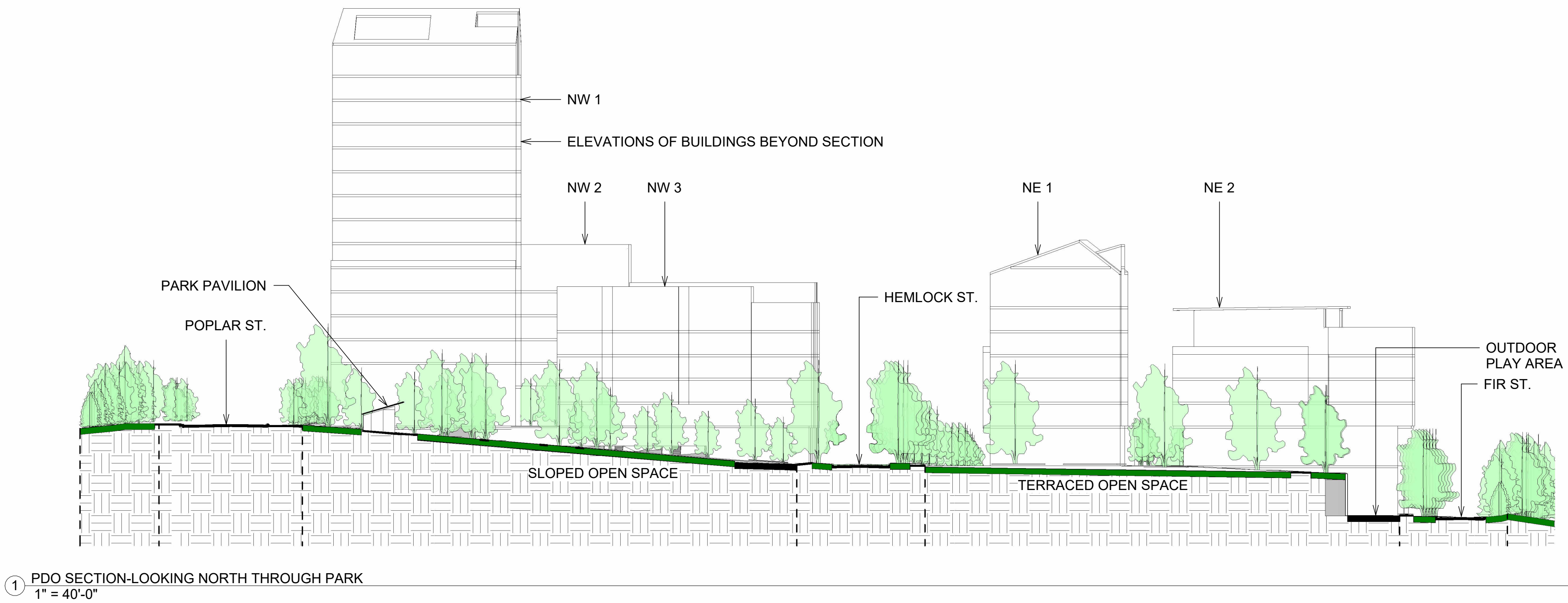


Preliminary Development Plan for PDO Application

DRAFT | VERSION AUGUST 23, 2023 | SUBMITTED FEBRUARY 9, 2024

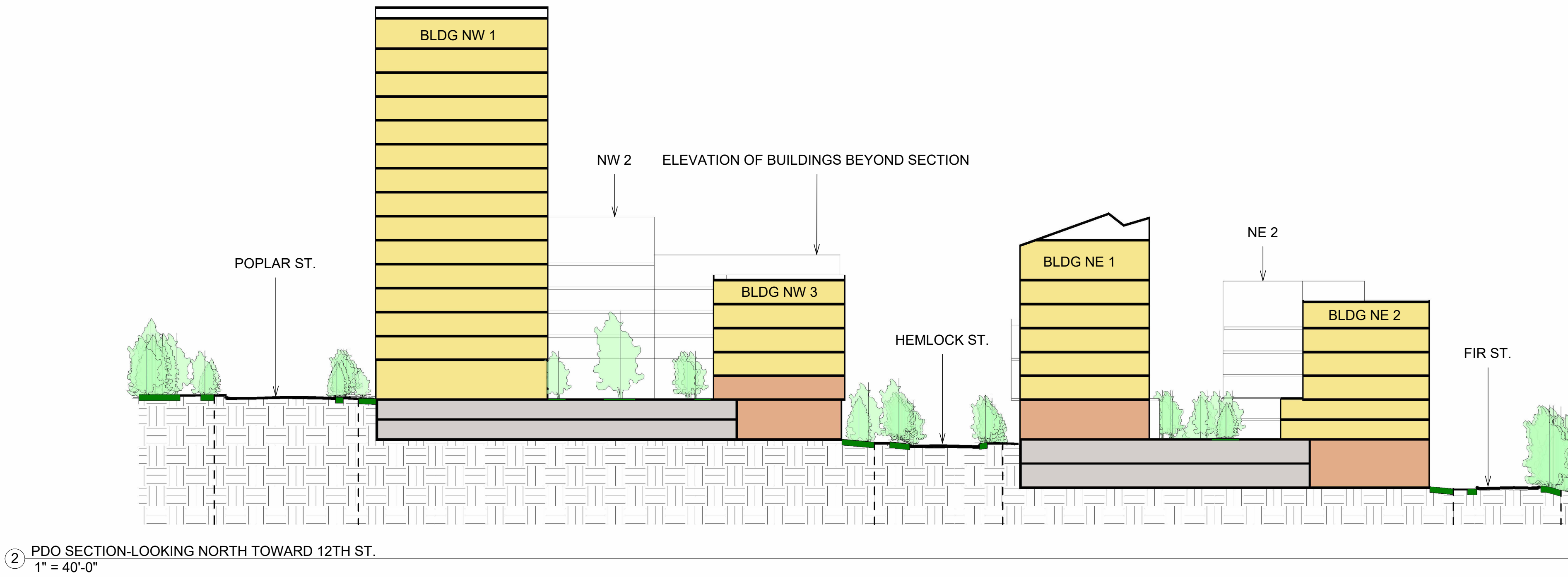
SITE SECTIONS
EXHIBIT C.2.3b

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



PROGRAM KEY

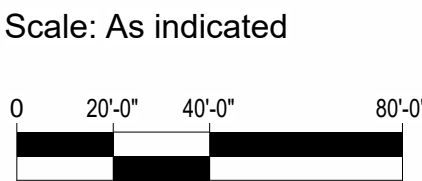
- RESIDENTIAL USES
- COMMERCIAL USES
- PARKING
- PROPERTY LINE



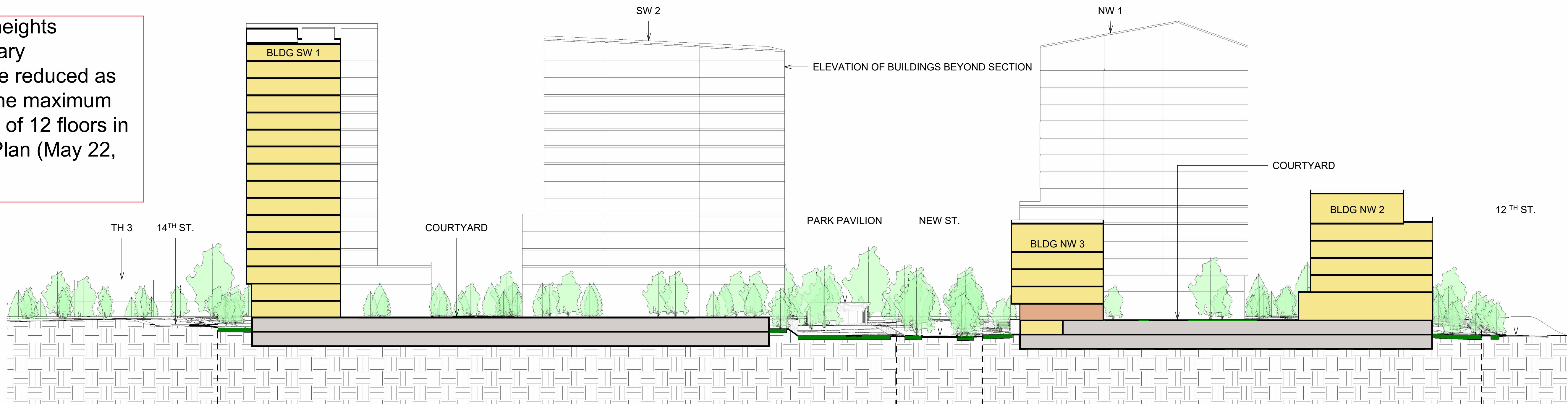
NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



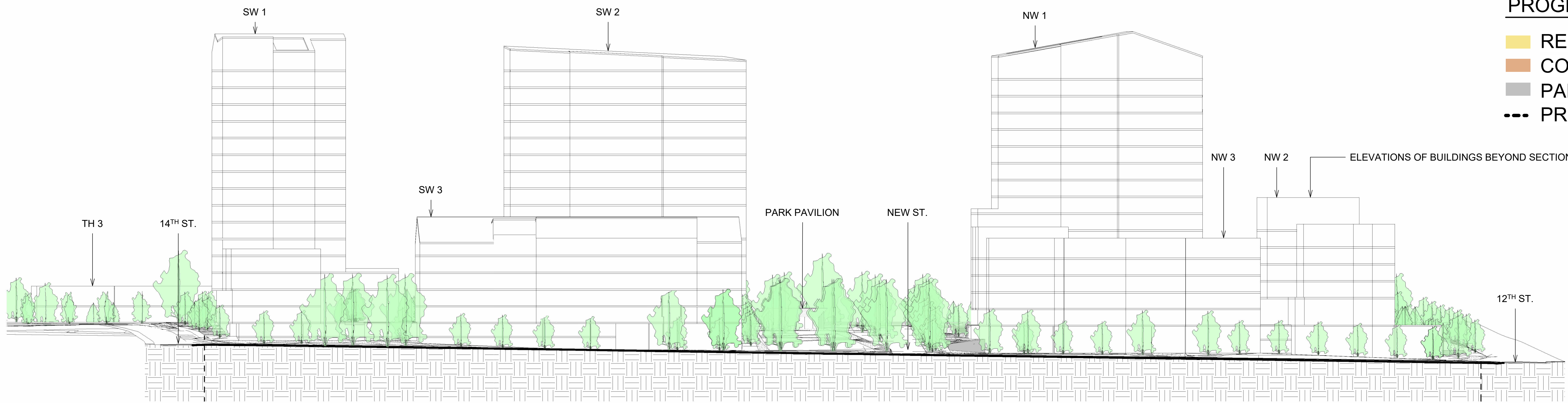
Prepared by: FRAMEWORK
Revisions:



The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



① PDO SECTION-LOOKING WEST
1" = 40'-0"



PROGRAM KEY

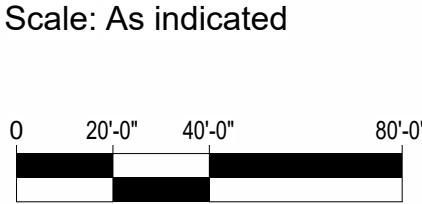
- RESIDENTIAL USES
- COMMERCIAL USES
- PARKING
- PROPERTY LINE

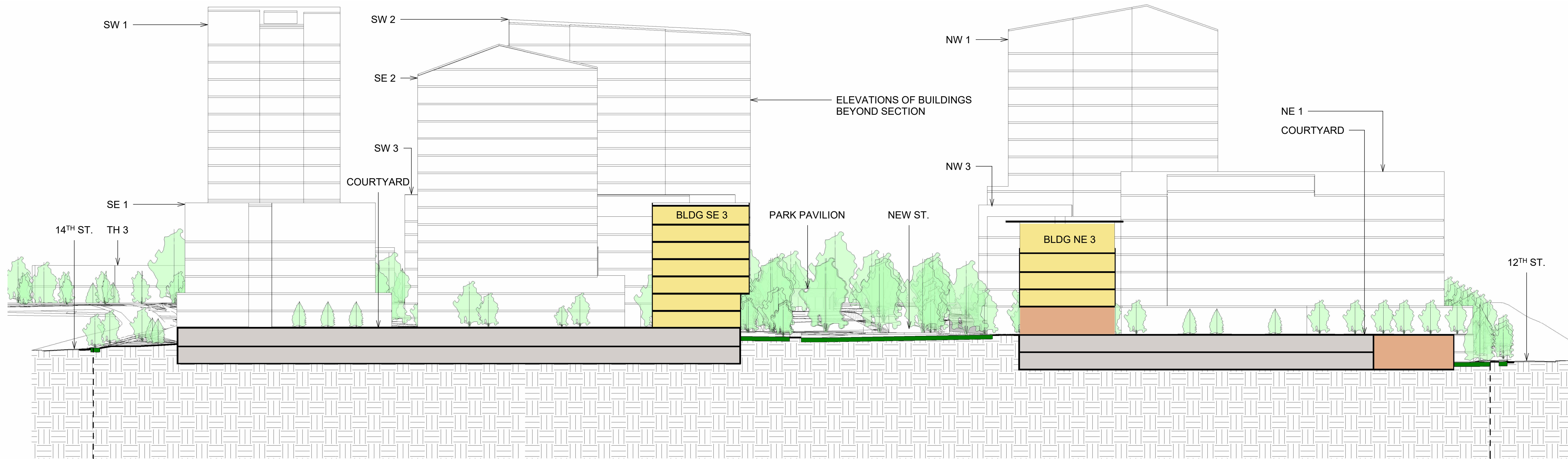
② PDO SECTION-LOOKING WEST THROUGH HEMLOCK ST.
1" = 40'-0"

NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



Prepared by: FRAMEWORK
Revisions:

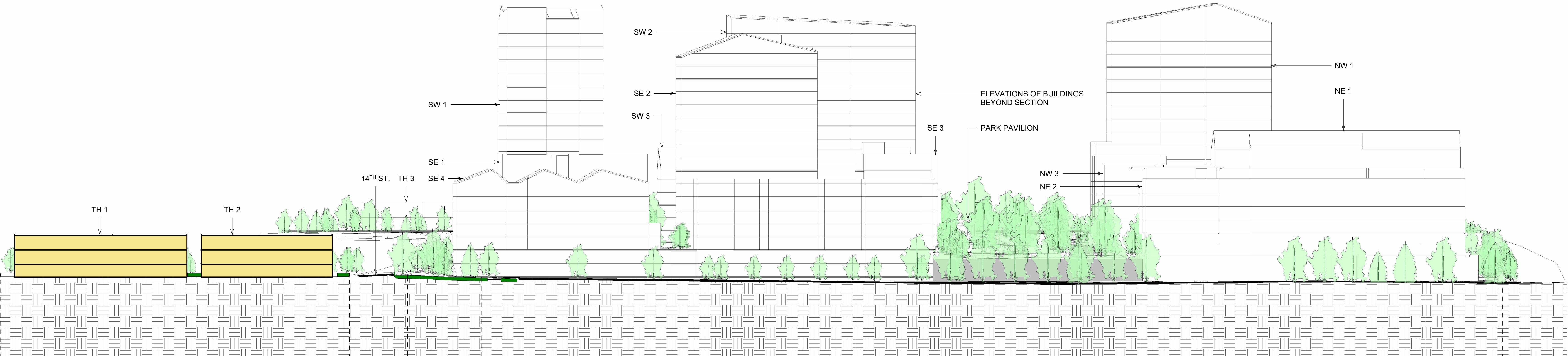




① PDO SECTION-LOOKING WEST THROUGH PARK
1" = 40'-0"

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).

- PROGRAM KEY**
- RESIDENTIAL USES
 - COMMERCIAL USES
 - PARKING
 - PROPERTY LINE

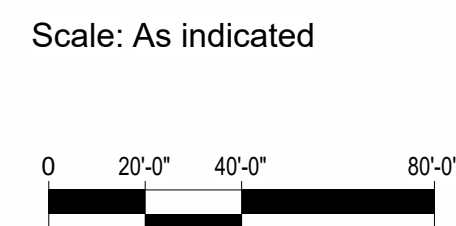


② PDO SECTION-LOOKING WEST THROUGH FIR STREET
1" = 40'-0"

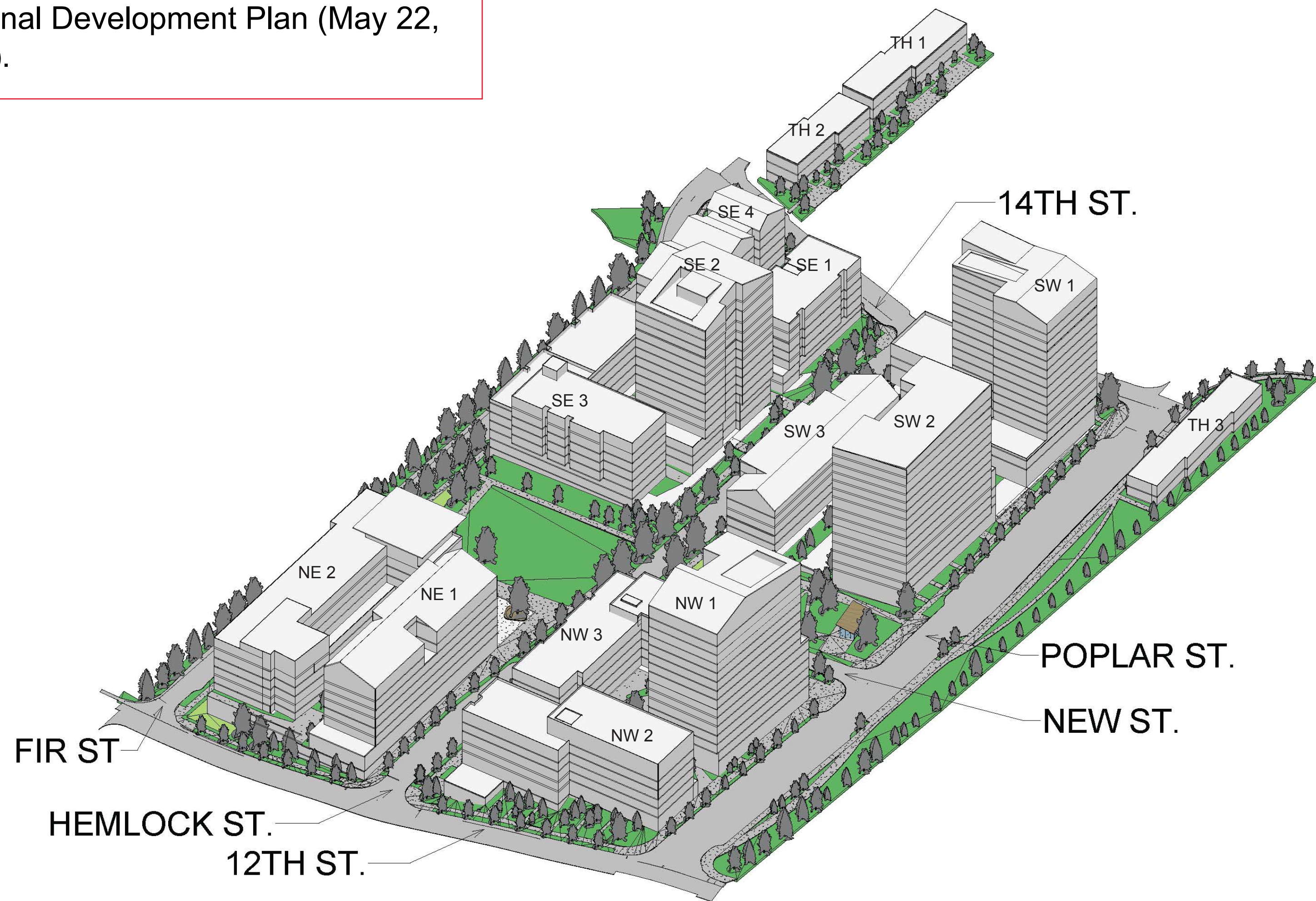
NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



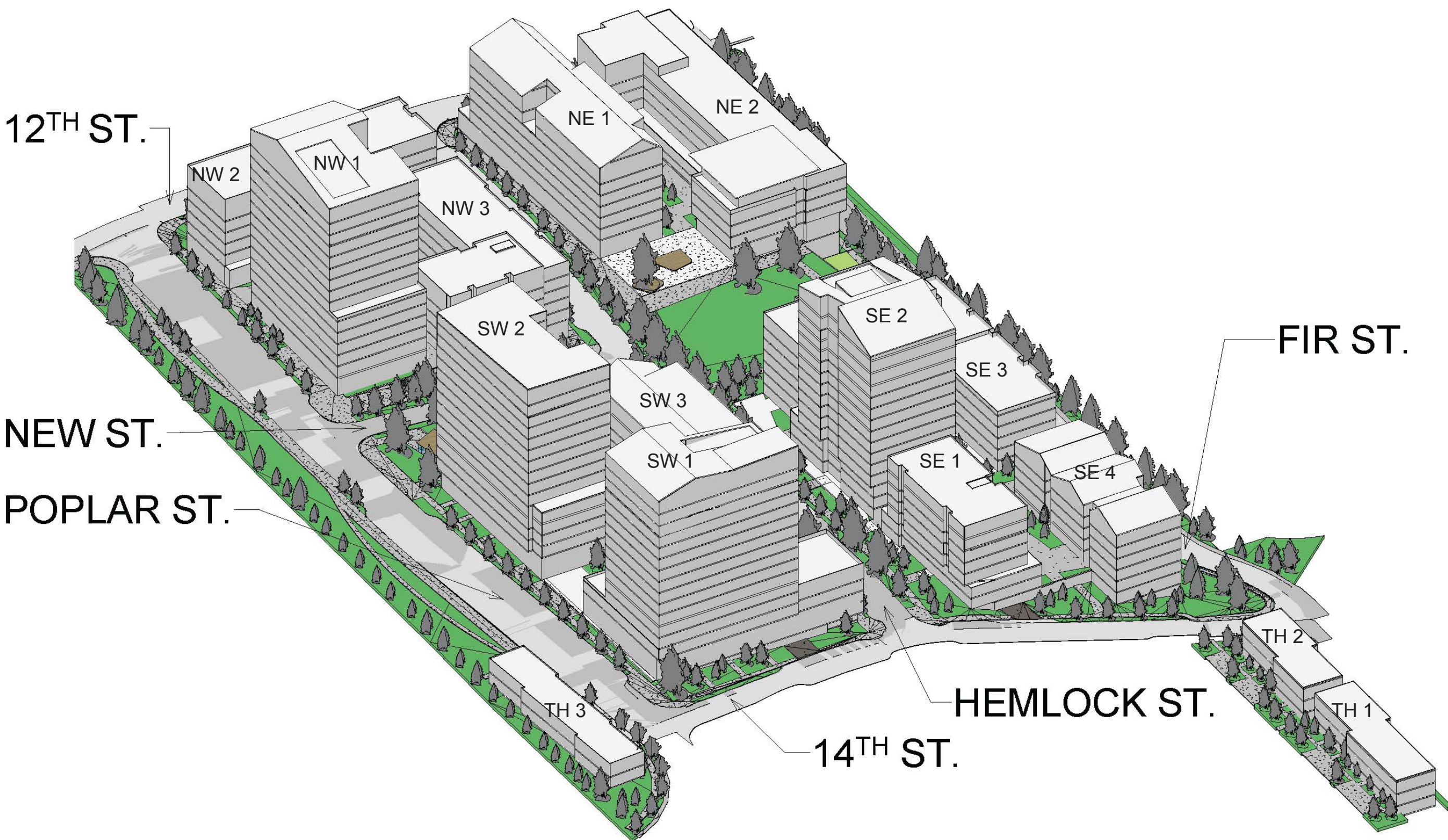
Prepared by: FRAMEWORK
Revisions:



The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



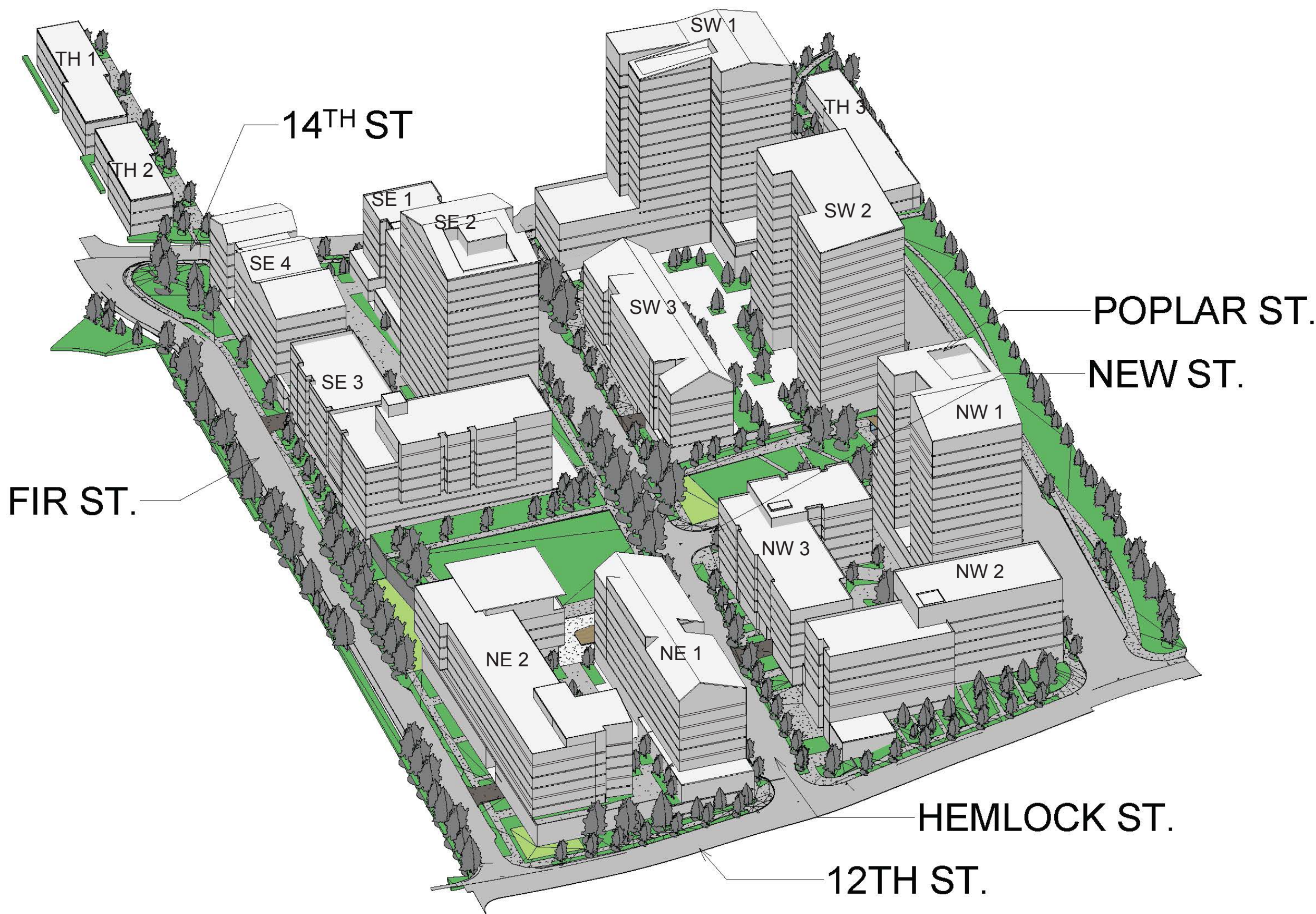
1 MASSING MODEL VIEWED FROM THE NORTHWEST



2 MASSING MODEL VIEWED FROM THE NORTHEAST

NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



3 MASSING MODEL VIEWED FROM THE SOUTHWEST



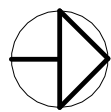
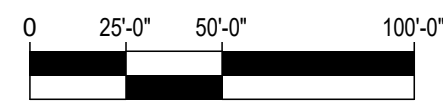
4 MASSING MODEL VIEWED FROM THE SOUTHEAST

NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



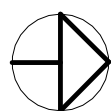
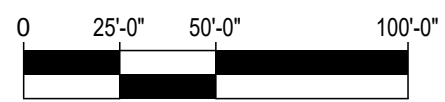
PROGRAM KEY

- 1. RESIDENTIAL
- 2. RETAIL
- 3. PARKING




The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



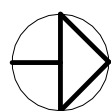
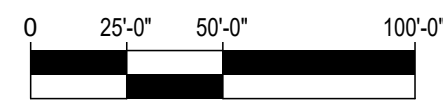
PROGRAM KEY

- 1. RESIDENTIAL 
- 2. RETAIL 
- 3. PARKING 




The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



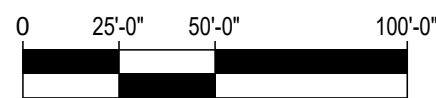
PROGRAM KEY

- 1. RESIDENTIAL 
- 2. RETAIL 
- 3. PARKING 




The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



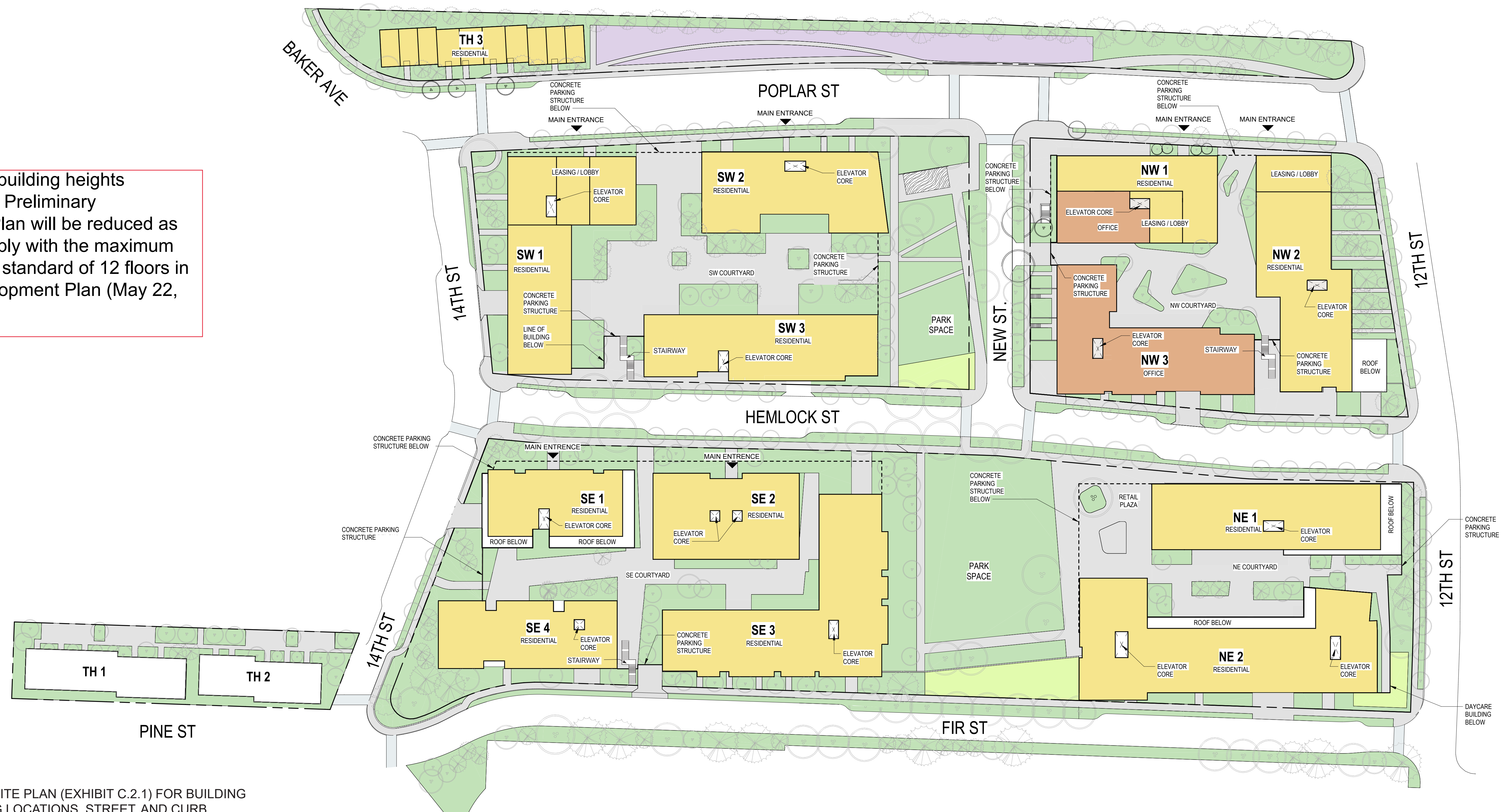
NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



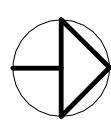
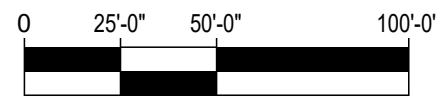
PROGRAM KEY

- 1. RESIDENTIAL 
- 2. RETAIL 
- 3. PARKING 




The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



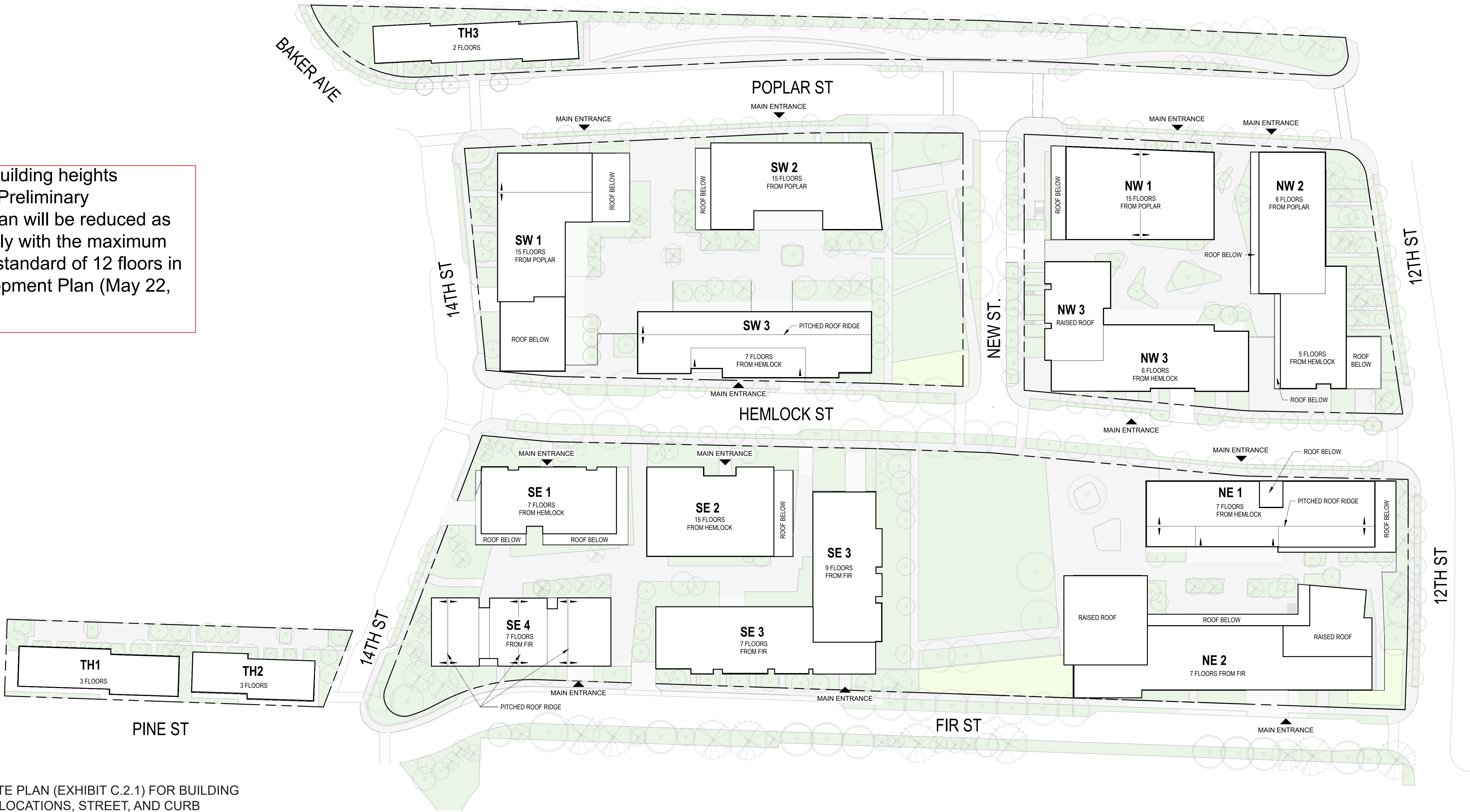
NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



PROGRAM KEY

- 1. RESIDENTIAL 
- 2. RETAIL 
- 3. PARKING 

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).

Key

- 3** Indicates the number of floors for buildings based on the proposed Planned Development Overlay Zoning as calculated relative to the first floor at the main building entrances.
- ↓ Indicates main building entrance.



NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

LEGEND

PUBLICLY-ACCESSIBLE
OPEN SPACE

- Paving
- Planting
Native Dominant Shrubs Grasses, Perennials
- Lawn
- Active Recreation Area
- Community Garden
- Plaza
- Landscape Buffer

- Setback - Type II Landscape Buffer
- Setback - Type III Landscape Buffer
- Crosswalks

PRIVATE OPEN SPACE

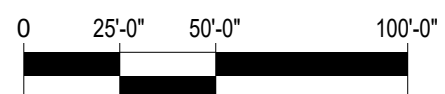
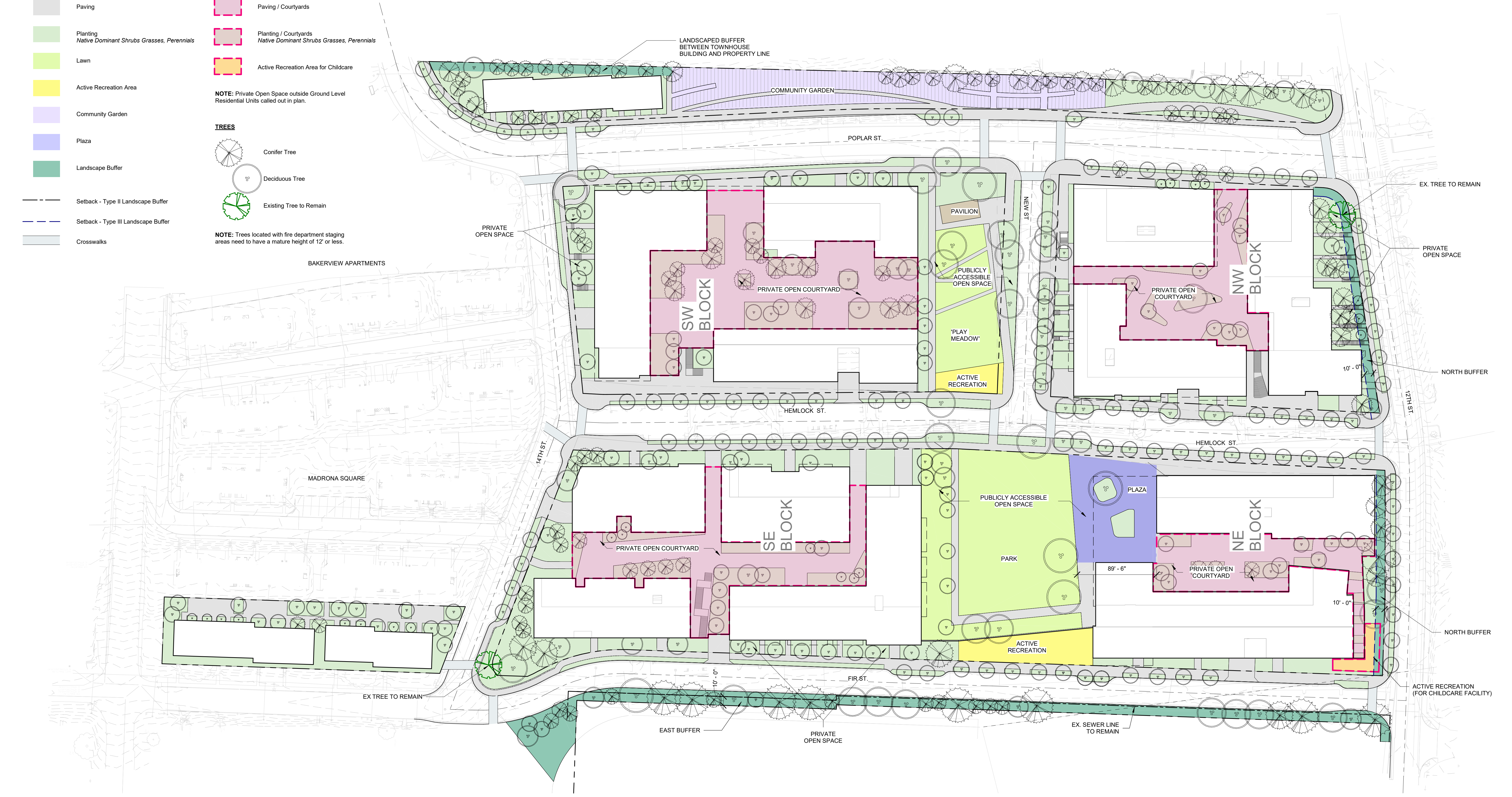
- Paving / Courtyards
- Planting / Courtyards
Native Dominant Shrubs Grasses, Perennials
- Active Recreation Area for Childcare

NOTE: Private Open Space outside Ground Level Residential Units called out in plan.

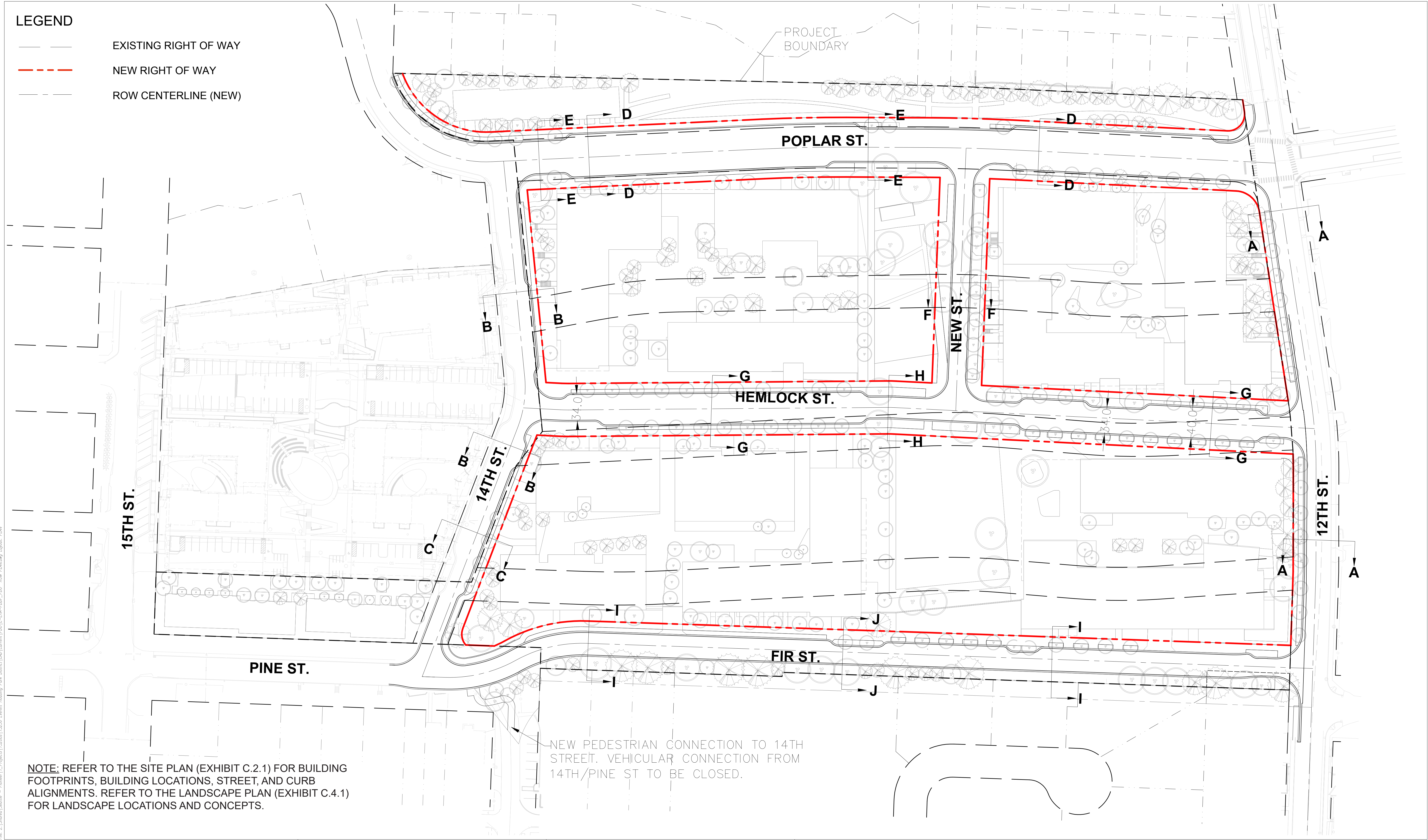
TREES

- Conifer Tree
- Deciduous Tree
- Existing Tree to Remain

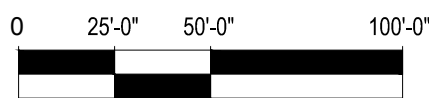
NOTE: Trees located with fire department staging areas need to have a mature height of 12' or less.

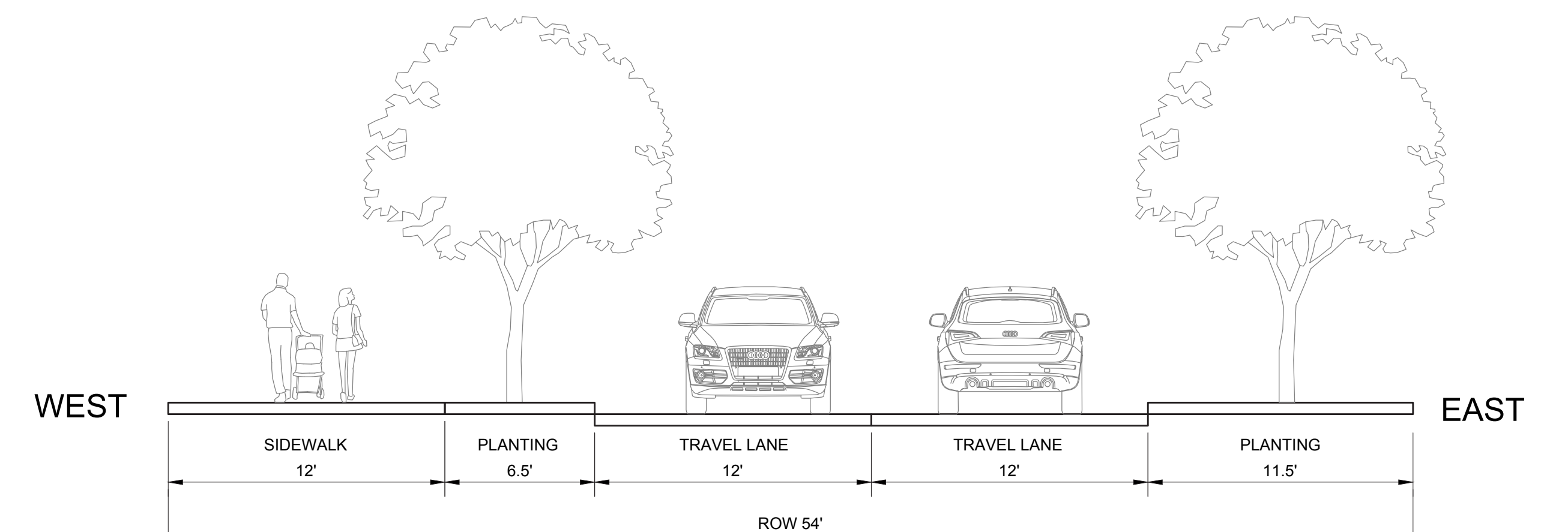
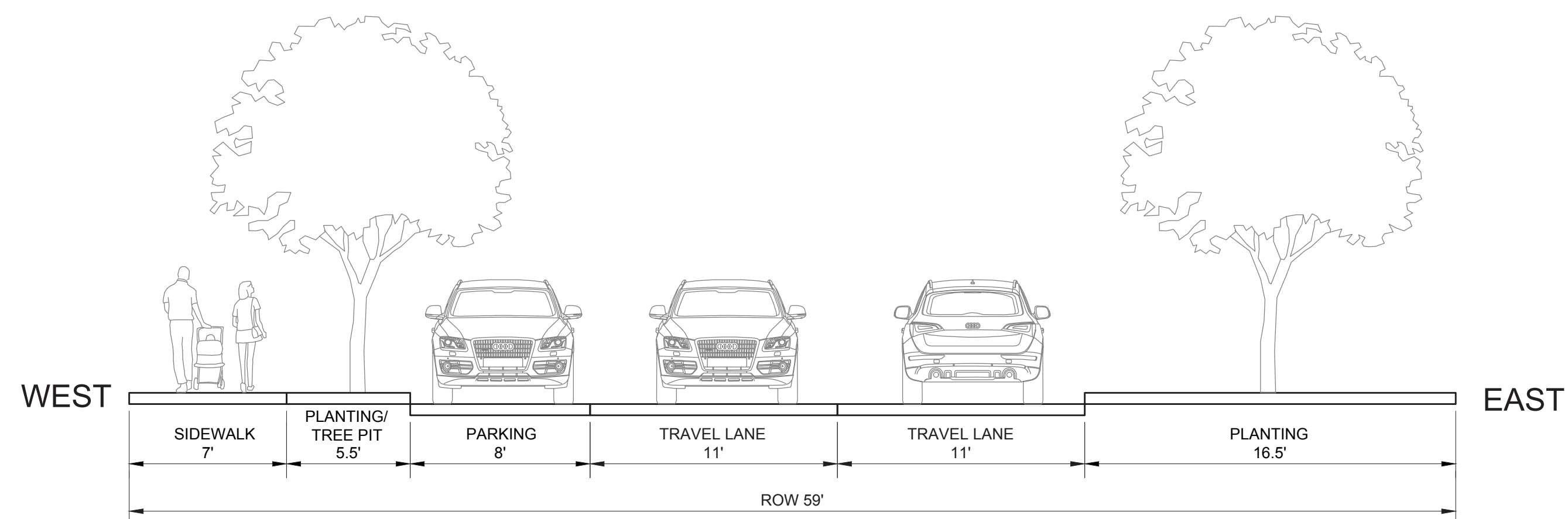
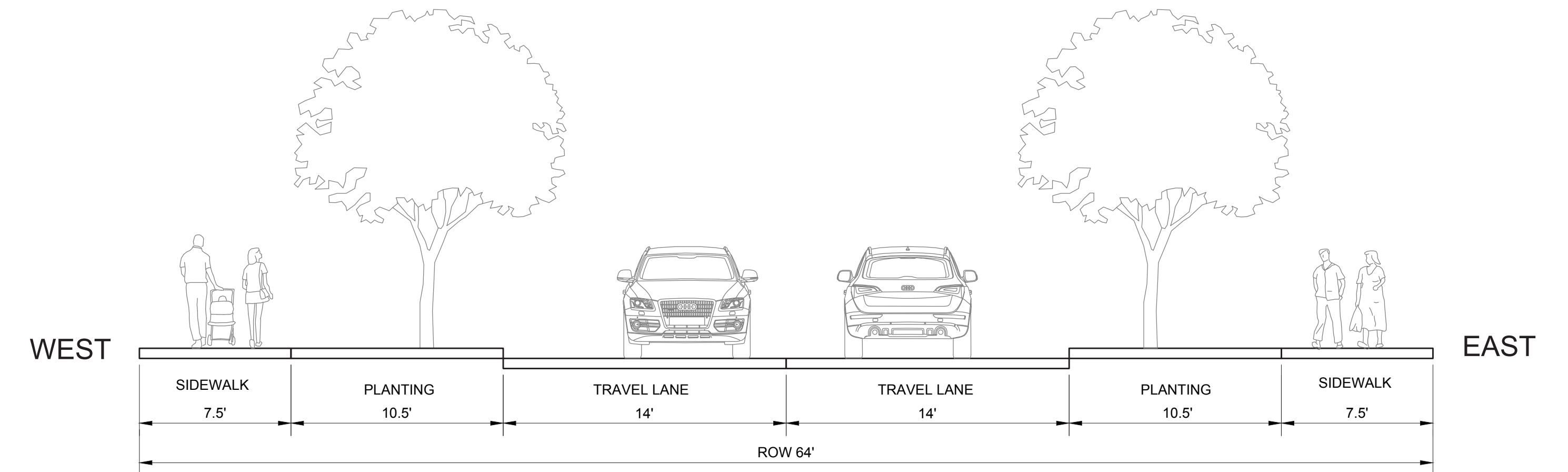
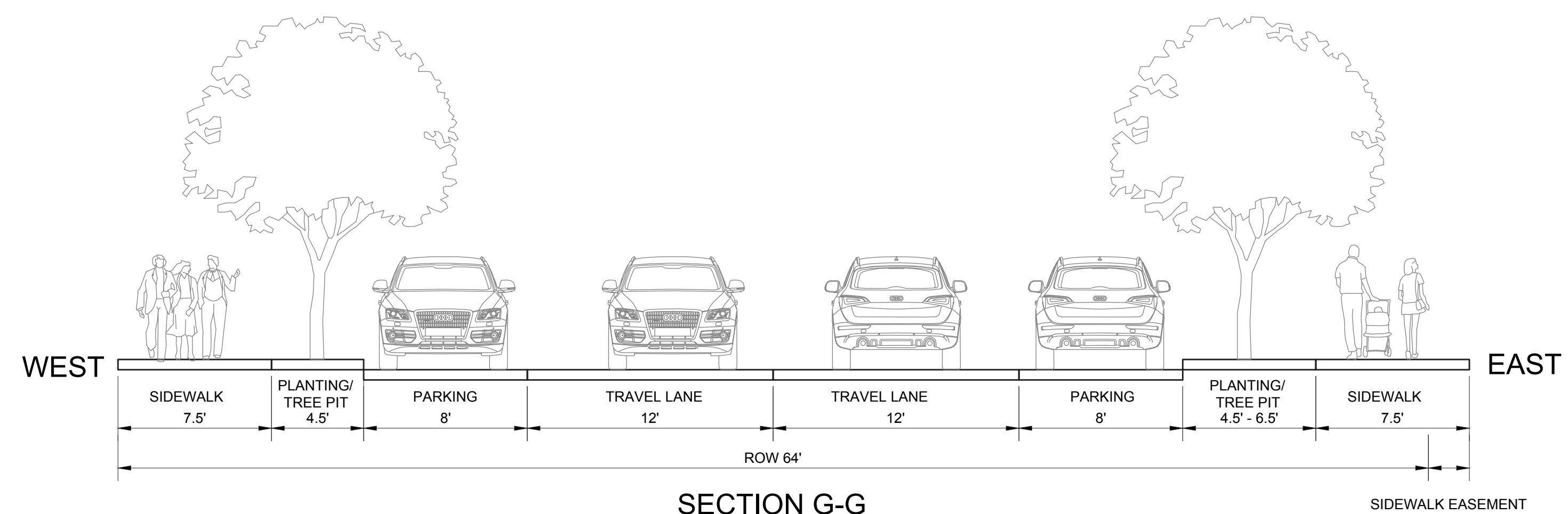


- LEGEND**
- EXISTING RIGHT OF WAY
 - NEW RIGHT OF WAY
 - ROW CENTERLINE (NEW)



NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.





EVERETT
HOUSING AUTHORITY
Park District Development Plan

Scale: NTS

TYPICAL ROADWAY SECTIONS

EXHIBIT C.5.2b

DRAFT | VERSION FEBRUARY 8, 2024 | SUBMITTED FEBRUARY 9, 2024

 EXISTING STORM DRAIN
 PROPOSED PUBLIC SANITARY SEWER (SS)
 EXISTING PUBLIC COMBINED SEWER (PS)
 PROPOSED STORM DRAIN
 CB TYPE 1 PER COE STANDARD 402 (TYP)
 MH TYPE 1 PER COE STANDARD 605 (TYP)
 PROPOSED STORM DETENTION LOCATION
 PROPOSED PUBLIC COMBINED SEWER MAINTENANCE HOLE MH PER COE STANDARD 605 (TYP)
 100 MAJOR CONTOUR
 98 MINOR CONTOUR

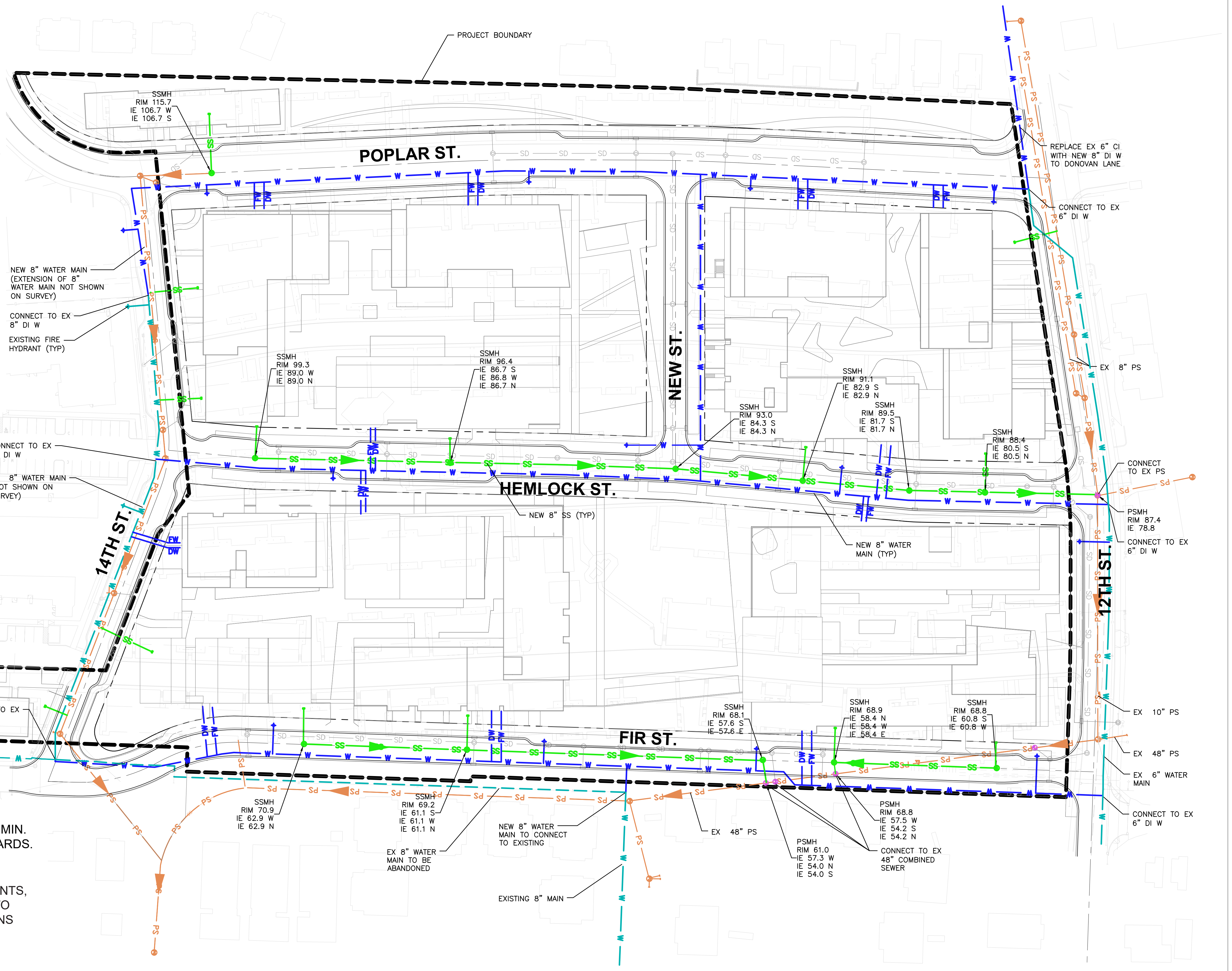
1. CB CONNECTION PIPE TO BE 12" MIN.
2. PUBLIC STORM DRAIN MAIN (SD) TO BE 12" MIN.
3. LAYOUT FOR STORM DRAIN PIPE, COLLECTION STRUCTURES AND DETENTION ARE SCHEMATIC.
4. SEE C5.5 FOR SANITARY SEWER AND WATER PLAN
5. REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.



EXHIBIT C.5.4

LEGEND

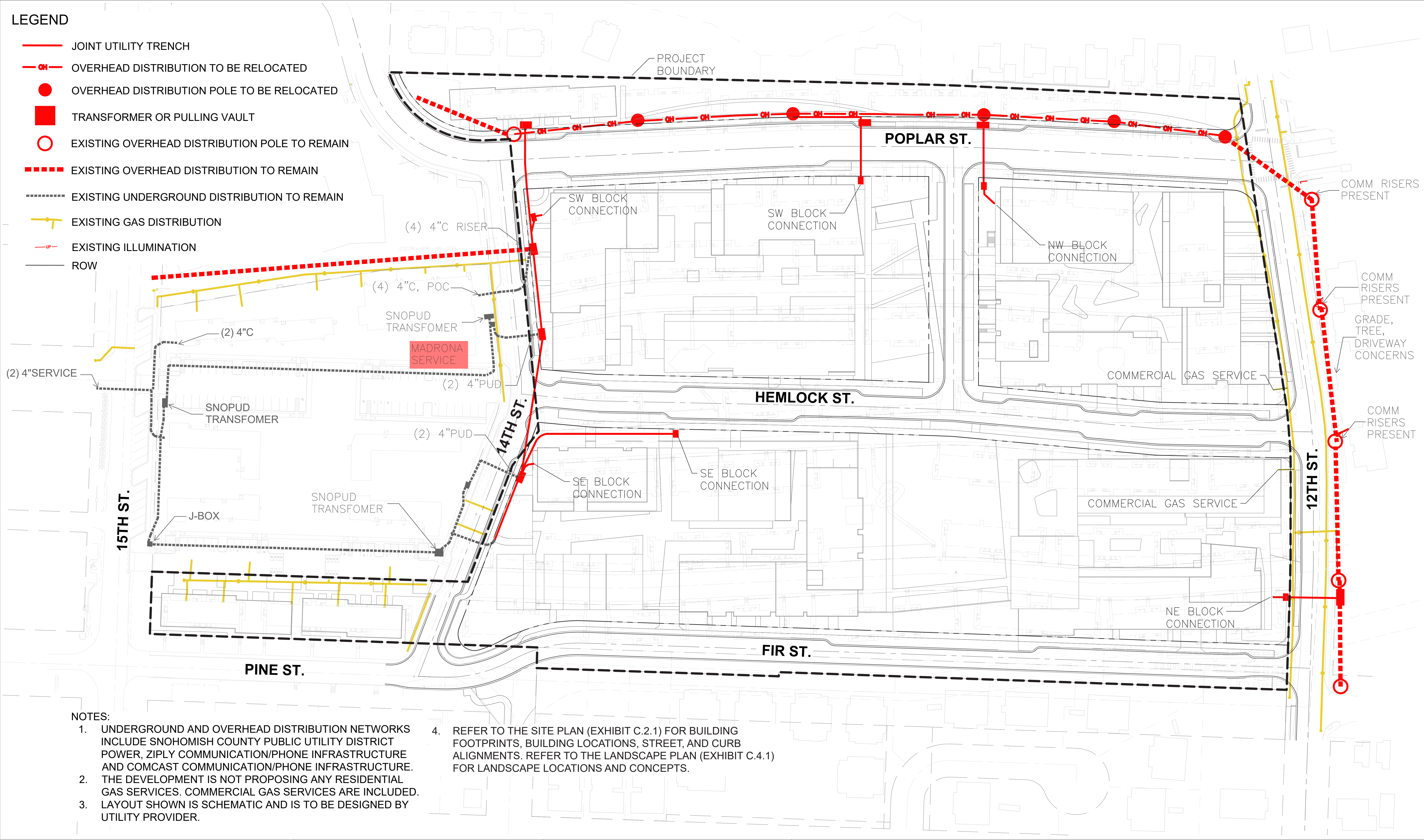
- EXISTING WATER
- EXISTING WATER MAIN TO BE REMOVED
- EXISTING COMBINED SEWER
- PROPOSED WATER
- PROPOSED FIRE HYDRANT PER COE STANDARD 507
- PROPOSED SANITARY SEWER MAIN
- PROPOSED STORM DRAIN
- PSMH PROPOSED PUBLIC COMBINED SEWER MAINTENANCE HOLE MH PER COE STANDARD 605 (TYP)
- SSMH PROPOSED PUBLIC SANITARY SEWER MAINTENANCE HOLE MH PER COE STANDARD 605 (TYP)
- FW FIRE SERVICE
- DW DOMESTIC WATER SERVICE



- NOTES:
1. NEW PUBLIC SANITARY SEWER MAIN AND WATER MAIN TO BE 8" MIN. UNLESS OTHERWISE NOTED AND PER CITY OF EVERETT STANDARDS.
 2. LAYOUT SHOWN FOR SANITARY SEWER AND WATER MAINS ARE SCHEMATIC.
 3. REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

LEGEND

- JOINT UTILITY TRENCH
- OVERHEAD DISTRIBUTION TO BE RELOCATED
- OVERHEAD DISTRIBUTION POLE TO BE RELOCATED
- TRANSFORMER OR PULLING VAULT
- EXISTING OVERHEAD DISTRIBUTION POLE TO REMAIN
- EXISTING OVERHEAD DISTRIBUTION TO REMAIN
- EXISTING UNDERGROUND DISTRIBUTION TO REMAIN
- EXISTING GAS DISTRIBUTION
- EXISTING ILLUMINATION
- ROW

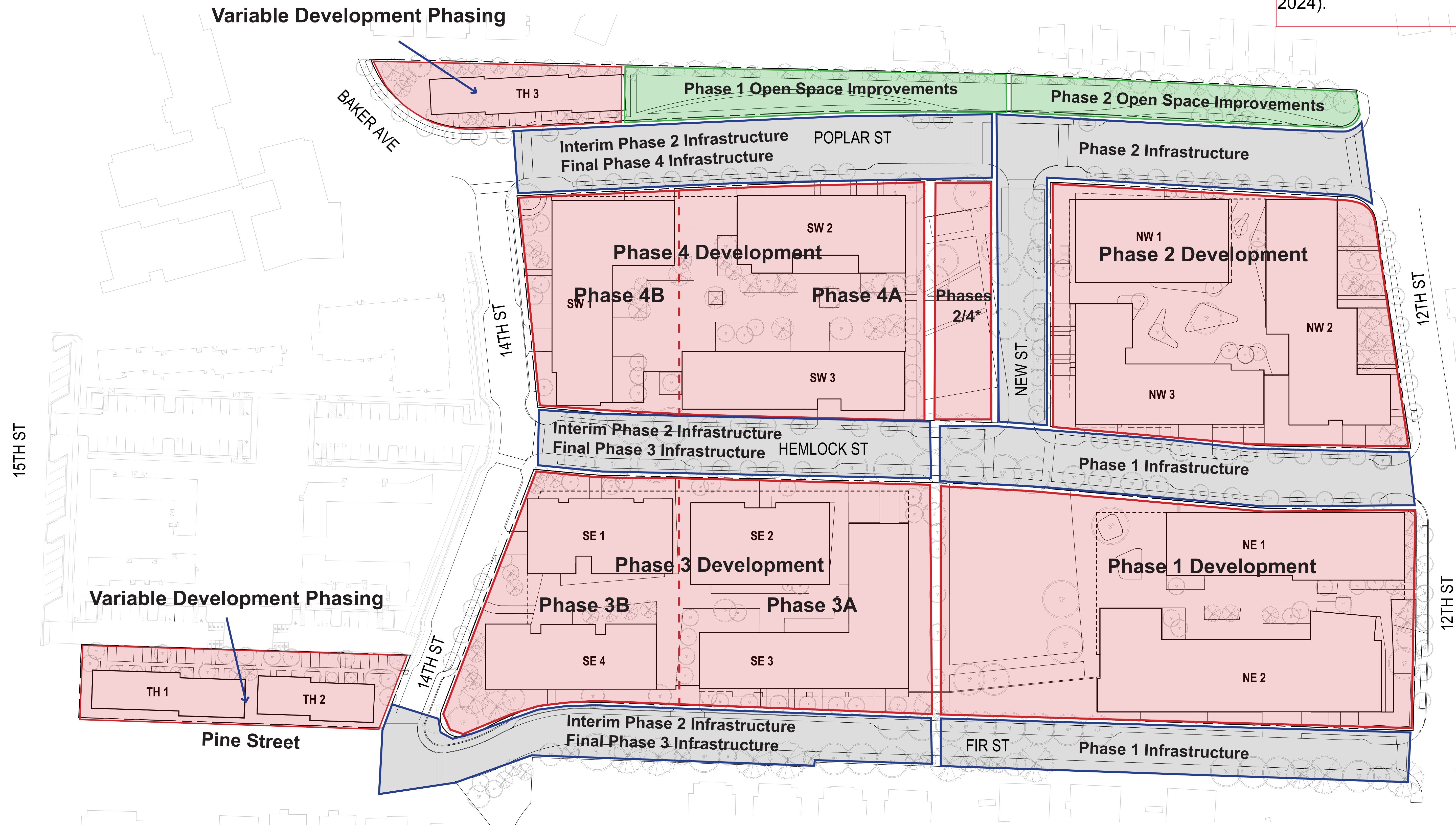


NOTES:

- UNDERGROUND AND OVERHEAD DISTRIBUTION NETWORKS INCLUDE SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT POWER, ZIPLY COMMUNICATION/PHONE INFRASTRUCTURE AND COMCAST COMMUNICATION/PHONE INFRASTRUCTURE.
- THE DEVELOPMENT IS NOT PROPOSING ANY RESIDENTIAL GAS SERVICES. COMMERCIAL GAS SERVICES ARE INCLUDED.
- LAYOUT SHOWN IS SCHEMATIC AND IS TO BE DESIGNED BY UTILITY PROVIDER.
- REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

Printed: Aug 23, 2023 - 11:02:00am By: everett
File: Z:\Shared\Seattle - Pioneer\1 Projects\15200\15200 Everett Housing Park District\15200 C-EDH-PDO-PDO FRANCHISE UTILITY.dwg Layout: PLAN

The maximum building heights indicated in the Preliminary Development Plan will be reduced as needed to comply with the maximum approved PDO standard of 12 floors in the Final Development Plan (May 22, 2024).



* Phase 2: Interim park area landscaping
Phase 4: Final park area landscaping

NOTE: REFER TO THE SITE PLAN (EXHIBIT C.2.1) FOR BUILDING FOOTPRINTS, BUILDING LOCATIONS, STREET, AND CURB ALIGNMENTS. REFER TO THE LANDSCAPE PLAN (EXHIBIT C.4.1) FOR LANDSCAPE LOCATIONS AND CONCEPTS.

PREPARED BY: FRAMEWORK
REVISIONS:

DRAFT | VERSION AUGUST 22, 2023 | SUBMITTED FEBRUARY 9, 2024

PARK DISTRICT DEVELOPMENT AGREEMENT

THIS PARK DISTRICT DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of the effective date stated below, by and between the CITY OF EVERETT, a Washington municipal corporation (the “**City**”) and HOUSING AUTHORITY OF THE CITY OF EVERETT, a body corporate and politic of the State of Washington (the “**EHA**”).

RECITALS

- A. The EHA owns or controls the property located in the Delta neighborhood of north Everett containing approximately 16 acres of land, the legal description of which is contained in Exhibit A to this Agreement (the “**Property**”).
- B. The Property was first developed in the 1940’s as public housing, known as Baker Heights, to support war efforts. Baker Heights was decommissioned in 2019, and the site has been vacant since that time.
- C. The EHA wishes to develop the Property with a planned development called the “Park District” (sometimes also referred to in this Agreement as the “**Project**”).
- D. The Park District is a multi-phase project to create a new mixed-income, mixed-use development on the Property. The Project plans to contain approximately 1,500 dwelling units, 70,000 gross square feet of non-residential uses, 1.5 acres of publicly accessible park area, and a community garden.
- E. The Park District Project includes, among other things, an amendment to the Everett 2015-2035 Comprehensive Plan, a planned development overlay, and a reconfiguration of lots and public rights-of-way.
- F. The Park District is consistent with and would implement the goals and policies of the “Affordable Housing for All” Mayoral directive, the Everett Comprehensive Plan, the Everett Rethink Housing Action Plan, and the Everett Climate Action Plan.
- G. The Project’s planned development overlay, the associated preliminary development plan, and this Agreement together describe Project development, including without limitation the location of structures and features to be used in the design of improvements to be developed and incorporated into the Property. This Agreement contains, among other items, the review procedures to be used as more detailed designs become available and further requires that such review take place before issuance of building permits for individual project elements.
- H. This Agreement together with the Project planned development overlay sets forth development standards, requirements, and guidelines through which EHA intends to develop the Property in an innovative manner, which will be beneficial to the community. The intent is to provide for a high-quality development, which will benefit the City more than would a development strictly in

accordance with current underlying zoning standards. The public will be benefited by the establishment of development standards, and on-site improvements and uses facilitated by the planned development overlay process.

- I. The anticipated Project development schedule intends that all Project elements will be completed within 20 years from the effective date of this Agreement. However, due to the different construction schedules and time frames for individual parts of the Park District, the Project will be phased, with each phase proceeding forward at different construction start times and completed at different times.
- J. The City Council approved the EHA petition for street vacation and dedication for the Park District on February 7, 2024.
- K. The City Council's decision on this development agreement and the planned development overlay are legislative actions. EMC 15.03.200(B) requires that a public hearing be held before consideration and approval of a development agreement, and that the public hearing be held in conjunction with the underlying land use action. The proposed planned development overlay is the underlying land use action, and this Agreement relate to EHA's application for this land use action. The Planning Commission held a public hearing on the proposed planned development overlay on February 20, 2024, continued to March 3, 2024, with recommendation dated March 3, 2024. The City Council held a public hearing on the proposed planned development overlay and this Agreement on _____, 2024.
- L. On _____, 2024. the Everett City Council adopted Ordinance No. _____ (the "**PDO Ordinance**") establishing the planned development overlay for the Park District (the "**PDO**") and authorizing execution of this Agreement.
- M. The parties agree that, as set forth in this Agreement and the PDO Ordinance, EHA's proposed development of the Property satisfies the criteria for approval of alternative development standards under EMC 19.29.050.C.
- N. The City Council approved the PDO Ordinance in part based on findings that:
 - 1. The preliminary development plan for the Park District attached to the PDO Ordinance as Exhibit C (the "**Preliminary Development Plan**") is consistent with the City's vision for providing housing and services in Everett.
 - 2. The Park District is consistent with and would implement the goals and policies of the Everett Comprehensive Plan, the Everett Climate Action Plan, and the Everett Housing Action Plan.
 - 3. The Property is compatible with the Park District Design Standards set forth in the PDO in Exhibit A.2. In addition, the policies of the Comprehensive Plan pertaining to compatibility of land uses, housing, economic development, transportation, climate change and sustainability, and urban design were considered in the design of the Project.
 - 4. The Park District PDO bears a substantial relation to public health, safety or welfare; and promotes the best long-term interests of the Everett community.

5. The Park District retail and civic uses, public open spaces, buildings, and streets will be compatible with the surrounding neighborhood.
 6. The Park District, as developed over time, will meet or exceed the performance-based intent of the City's development standards in order to provide an exceptional residential and civic environment.
 7. The elements of the Park District will respond to and balance the needs of Everett residents and visitors, the EHA, the City, and other public agencies.
 8. The City and EHA determined that the Park District PDO is subject to the requirement for an Environmental Impact Statement (EIS) under the State Environmental Policy Act (SEPA).
 9. The City assumed lead agency status for SEPA and agreed to EHA's recommendation for a consultant team to perform work on the EIS.
 10. The City's Responsible Official issued a Determination Significance on February 1, 2023.
 11. The City's Responsible Official issued a Draft EIS on October 25, 2023.
 12. The City's Responsible Official issued a Final EIS on February 5, 2024, and a later addendum, which concerns mitigation of the City's costs for Park District police and fire service.
- O. This Agreement is entered into pursuant to RCW 36.70B.170 *et seq* and Titles 15 and 19 EMC. The intent of the parties is to describe in this Agreement the development standards and regulations that shall apply to, govern, and vest the development and use of the Property. This Agreement shall be construed in a manner that is consistent with applicable development standards and regulations adopted by the City, except as modified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which are hereby mutually acknowledged, the City and EHA hereby agree as follows:

1. PARK DISTRICT PROPERTY, PROJECT DESCRIPTION, PERMITTED USES

- A. Property Description. The Property is the subject of this Agreement. The Property consists of the real property described and depicted in the attached Exhibit A.
- B. Project Description. The Project is generally as described in the recitals above.
- C. Park District Permitted Uses. The uses permitted on the Property shall be those uses that are in accordance with Exhibit A.1 of the PDO Ordinance and all applicable law.

2. PARK DISTRICT DEVELOPMENT STANDARDS

- A. Development Standards. Development on the Property shall be subject to all of the following (the “**Development Standards**”):
- (1) Park District Design Standards (“**Park District Design Standards**”), which is Exhibit A.2 of the PDO ordinance.
 - (2) Title 15 EMC and Title 19 EMC (except chapters 19.51, 19.52 and 19.53 EMC) as they exist on the effective date of this Agreement, as modified by Exhibits A.1 and A.2 of the PDO ordinance and as may be modified by this Agreement (such existing EMC provisions, as so modified, the “**Park District Development Regulations**”). For reference purposes, a copy of Title 19 EMC (except chapters 19.51, 19.52 and 19.53 EMC) and Title 15 EMC as they exist on the effective date of this Agreement is attached as Exhibit B to this Agreement. In this Agreement, references to provisions of the Park District Development Regulations are cited as “EMC [PDDR]” (e.g., “EMC [PDDR] 19.29.120 refers to EMC 19.29.120 in the Park District Development Regulations.)
- B. Conflict with then-Current EMC. In the event of a conflict between the Development Standards and the requirements of then-current EMC, the Development Standards shall prevail.
- C. Modification of Development Standards. Modification of Development Standards shall be in accordance with Section 6 of this Agreement.

3. PARK DISTRICT DEVELOPMENT PLAN

Development on the Property shall be subject to preliminary and final development plans as set forth in chapter 19.29 EMC [PDDR] as modified in Section 6 and elsewhere.

- A. Final Development Plans. Exhibit C of the PDO Ordinance contains the Preliminary Development Plan. EHA must submit a Final Development Plan, and may submit one for each Project Phase in accordance with the Development Standards and Section 6 below (as so approved, the “**Final Development Plans**”). Each Final Development Plan must identify the anticipated location and contents that Project phase (each so identified, a “**Project Phase**”). The Final Development Plans as approved represent refinements from the Preliminary Development Plan in the overall planning concepts consisting of the configuration of properties, infrastructure and phases, allocation of buildings and open space, all consistent with the Development Standards and this Agreement.
- B. Amendments to Final Development Plan. With each Project Phase EHA may propose a Final Development Plan for that Phase in accordance with Section 6 of this Agreement. All submissions for approval of a Final Development Plan or amendment thereof must be in accordance with this Agreement, all applicable Development Standards and applicable law. Time frames for submittal of sequential amendments to the Final Development Plan may exceed three years.

4. PARK DISTRICT DEVELOPMENT REQUIREMENTS

Development on the Property shall be subject to the following:

A. Park Areas and Community Garden.

- (1) The Project shall include park areas of approximately 50,000 square feet exclusive of right-of-way and consisting of three components. The components shall be: an area between Fir Street and Hemlock Street flanked by building development; an area between Hemlock Street and Poplar Street flanked by building development and a new street; and an area south of 12th Street and between Poplar Street and the property line that is the western Project boundary. This park area is referred to in this Agreement as the “**Park Areas.**” The Park Areas shall be included in the Final Development Plan.
- (2) The Project shall include a community garden located in an area south of 12th Street and between Poplar Street and the property line that is the western Project boundary (the “**Community Garden**”). The Community Garden shall be at least the size of the existing community garden on the Property. The Community Garden shall be included in the Final Development Plan.
- (3) The provision of the Park Areas shall be accomplished according to the phases identified in the Park District Preliminary Development Plan Exhibit C.6.1, unless otherwise proposed and approved in a Final Development Plan. A portion of final landscaping in each Park Area may be provided in conjunction with later development.
- (4) Unless mutually agreed by the City and EHA by a writing specifically referencing this subsection, the Park Areas and the Community Garden do not create any credit against fees under chapter 19.53 EMC.

B. Rights of Way. With the adoption of the PDO Ordinance, the City Council also adopted a vacation ordinance that vacates certain City rights-of-way for the Project. In exchange for such vacation, the vacation ordinance requires that certain new rights-of-way within the Project be dedicated by the EHA to the City for public use. The Final Development Plan must provide for dedication of all such rights-of-way to the City during the first Project Phase, unless otherwise agreed to in writing by the Planning Director. All dedications must be by statutory warranty deed in a form acceptable to the Office of the City Attorney. The City may withhold Project certificates of occupancy until all such new rights-of-way are dedicated.

C. Mitigation Agreement

- (1) EHA and City will execute and record the Interlocal Agreement Regarding Mitigation of Park District Police and Fire Service Impacts in the form attached to this Agreement as Exhibit C (the “**Mitigation Agreement**”) at the same time that this Agreement is executed and recorded. No Project permit or other approval will be issued by the City unless and until the Mitigation Agreement is so executed and recorded.

- (2) If a court determines that the Mitigation Agreement in the form as executed by the Parties is not enforceable under applicable law, then the City may refuse to issue Project permits or approvals until the EHA provides an alternative or amended instrument reasonably acceptable to the City that provides the City with substantially similar payments as those under the Mitigation Agreement.

D. Impact Fees

- (1) Transportation. EHA shall pay fees for each portion of the Project in accordance with chapter 19.51 EMC (or successor code) in effect at the time of building permit issuance for such portion.
- (2) School District. EHA shall pay fees for each portion of the Project in accordance with chapter 19.52 EMC (or successor code) in effect at the time of building permit issuance for such portion.
- (3) Parks. EHA shall pay fees for each portion of the Project in accordance with chapter 19.53 EMC (or successor code) in effect at the time of building permit issuance for such portion.

E. Phasing and Interim Conditions

- (1) The timing of buildings, uses, and site improvements is dependent on the real estate market variables, development and operational costs, and the capacity of commercial and civic tenants and partners.
- (2) In the event that Project improvements are proposed in a sequence that would result in permanent public improvements having to be demolished when later improvements are constructed, the City may allow for interim public improvements in order to maintain reasonable public access during all Project Phases until Project completion.
- (3) Each Project Phase must construct improvements necessary to comply with all applicable requirements for that phase, including, but not limited to, parking, utilities, fire access, and landscaping.
- (4) EHA shall assess on-site parking conditions after each Project Phase is occupied. This assessment shall detail actual on-site parking supply and occupancy, including parking located along public rights-of-way. Depending on actual parking occupancy, EHA may request modification of parking requirements for future Project Phases. This may include reduced off-street parking, on street parking and/or modified TDM and Parking Management Plan strategies to reduce parking demand. The City may not require increased off-street parking as a result of the parking assessments.
- (5) Interim surface parking areas may be provided by EHA for the purpose of overflow, residential uses, and non-residential uses.

- (6) Interim parking areas for construction use may be unpaved and without curbs and use gravel surfacing, all subject to approval by Everett Public Works. Interim sidewalks may be paved with asphalt. Interim walking paths may use gravel or woodchips.
- (7) At least 30 days before an interim use or feature with public access ends, EHA shall post signs conspicuously on the Property with notice of the end date.

5. AUTHORITY OF PLANNING DIRECTOR

- A. Authority to Determine Compliance. The Planning Director shall have the authority from time to time, prior to the issuance of building permits and thereafter, to determine if proposed implementation of the Park District (including but not limited to applications, proposed site layouts and building designs, SEPA reviews, building permits, binding site plans, or other permits or approvals as may be required by the Development Standards, this Agreement, and applicable law) is consistent with the Final Development Plan, the Development Standards, this Agreement, and applicable law.
- B. Direction to Reject. If the Planning Director determines that any plan, design, application or other item submitted for approval is not consistent with the Final Development Plan, the Development Standards, this Agreement, or applicable law, the Planning Director will notify the applicant of the deficiency in writing, with reasonable specificity. EHA may then choose to amend the submission to address the deficiency, or may propose a modification under Section 6 of this Agreement. Should these steps fail to cure the deficiency, the Planning Director may reject (and by so rejecting prohibit issuance of building permits or other related Project permit or approval) the submission. A decision to reject based on such an inconsistency must not be arbitrary and must be made in writing and supported by detailed findings identifying the non-compliance.
- C. Third-Party Assistance. In reviewing Project plans, designs, applications, and other items, the City may contract with a third-party architect or other professional with appropriate expertise to assist the Planning Director. The selection of the architect or professional will be determined by the Planning Director, subject to the approval by EHA, which will not be unreasonably withheld. The EHA shall reimburse the City for the costs of such third party.

6. PARK DISTRICT MODIFICATIONS

- A. Purpose. The purpose of this Section 6 is to provide a unified location and roadmap for standards and procedures for approval of proposed Project modifications for consistent application to the Park District. The City and EHA acknowledge and agree that the Project will be developed in phases over the term of this Agreement, and that EHA may propose modifications or refinements to the Final Development Plan with each Phase, which will be evaluated in accordance with the table below.

B. Modifications Table.

	Type of Proposed Modification	Process for Approval of Modification
1.	Proposed Final Development Plan contains modifications to Preliminary Development Plan	<p>When the EHA applies for a Final Development Plan, the new Plan shall be approved by Planning Director pursuant to EMC [PDDR] 19.29.080 if such final plan is in substantial compliance with the approved preliminary plan as provided in EMC [PDDR] 19.29.130.B.</p> <p>If final plan is not in substantial compliance, then approval of the final plan will require amendment of PDO Ordinance by City Council in accordance with EMC [PDDR] 19.29.060.A and EMC [PDDR] 19.29.060.B.1.</p>
2.	Modification of approved Final Development Plan	<p>A minor change to an approved Final Development Plan shall be authorized by the Planning Director when such change is consistent with either EMC [PDDR] 19.29.120 or EMC [PDDR] 19.29.130.B. Modifications that are not minor changes will require approval by City Council after Planning Commission recommendation accordance with EMC [PDDR] 19.29.120.B.</p>
3.	Modification of Park District Design Standards	<p>The Planning Director will review and approve proposals for modifications of the Park District Design Standards in accordance with processes contained in the Park District Design Standards.</p> <p>If a proposed modification is not subject to approval under the processes contained in the Park District Design Standards or is beyond the scope of such process, then the modification will require amendment of PDO Ordinance by City Council in accordance with EMC [PDDR] 19.29.060.A and EMC [PDDR] 19.29.060.B.1.</p>
4.	Modification of Park District Development Regulations	<p>Any modification of the Park District Development Regulations requires approval by City Council by amendment of the PDO Ordinance in accordance with EMC [PDDR] 19.29.060.A and EMC [PDDR] 19.29.060.B.1.</p>
6.	Modification of Development Agreement	<p>A minor modification is a modification as described in EMC [PDDR] 15.03.200.C.1.c. The Planning Director will review and decide upon minor modifications.</p> <p>A modification not minor under EMC [PDDR] 15.03.200.C.1.c requires City Council approval after</p>

		<p>City Council public hearing. Unless otherwise required by state law, such a modification does not require a recommendation from the Hearing Examiner or the Planning Commission or any action or hearing by the Hearing Examiner or the Planning Commission, regardless of anything in EMC [PDDR] 15.03.200 to the contrary.</p> <p>Changes to Section 4.C (Mitigation Agreement) or Section 4.D (Impact Fees) are examples of modifications that are not minor modifications.</p>
--	--	---

C. Modifications Examples. In each type of modification in the table above, the following are ordinarily examples of modifications that may be approved by the Planning Director:

- (1) minor boundary line adjustments of rights-of-way/property lines;
- (2) subdivision of lots without changes to buildings;
- (3) minor repositioning of proposed buildings within the same parcel or minor repositioning of common open space within the same parcel; and
- (4) reductions of anticipated footprint of a building or a building’s unit count.

D. Opportunity for Guidance. The Planning Director or designee will provide an early opportunity for guidance regarding whether a project proposal would require a modification, and whether that modification can be approved by the Planning Director, so long as EHA identifies the proposed modifications and requests such guidance on those identified modifications. That opportunity shall include meetings for guidance requested by applicant and pre-application meetings between the applicant and relevant City staff, and such meetings will be followed by meeting notes drafted by the EHA for review and approval by City staff that will become part of the application file and follow the application through the review process.

E. Section Controlling. This Section 6 controls any contrary provision in chapter 19.29 EMC [PDDR] or successor chapter or EMC [PDDR] 15.03.200 or successor section.

7. VESTING OF DEVELOPMENT STANDARDS; APPLICABILITY OF EMC AND DEVELOPMENT STANDARDS

A. Vesting Period. Pursuant to RCW 36.70B.170 *et seq.*, the Development Standards and other provisions of this Agreement shall apply to and govern and vest the development, use, and mitigation of development on the Property for a period of twenty years from the effective date of this Agreement (the “**Vesting Period**” or “**Buildout Period**”) unless extended or terminated as set forth herein. Permit applications submitted during the Vesting Period that are complete and consistent with this Agreement shall be processed in accordance with this Agreement notwithstanding the expiration of the Vesting Period.

- B. Relationship to EMC. To the extent this Agreement does not establish Development Standards or provisions addressing a certain subject, element or condition of the Project, then the Project shall be governed by the City's then-current EMC and development standards. For the purposes of clarity, the following is a non-exhaustive list of EMC provisions that are not vested under this Agreement, which means that then-current or successor versions of the following EMC provisions will govern the Project: (1) Title 14 EMC (Water and Sewers); (2) Title 16 EMC (Buildings and Construction); (3) Title 20 EMC (Environmental); and (4) chapter 19.51 EMC (Transportation Mitigation), chapter 19.52 EMC (School District Impact Fees), and chapter 19.53 EMC (Parks Impact Fees).
- C. New or Modified Laws. After the effective date of this Agreement, the City may adopt new or modified ordinances, codes, standards and regulations (collectively, “**New or Modified City Laws**”) relating to any Development Standards or to particular subject matter of this Agreement, but these will not apply to the Project during the Buildout Period unless one or more of the following apply:
- (1) the City and EHA mutually agree in writing to modify the Development Standards or other provision(s) of this Agreement (under the processes established for such modifications) in accordance with the New or Modified City Laws;
 - (2) the New or Modified City Laws concern off-street parking requirements and would, but for the Development Standards, apply to the Property, and EHA requests that such new or modified requirements replace the off-street parking requirements in the Development Standards, in which case the request is deemed to be a proposal approvable by the Planning Director under Section 6 above;
 - (3) the City determines that the New or Modified City Laws must be applied to development of the Property to avoid a serious threat to public health and safety; or
 - (4) the New or Modified City Laws are required by state or federal law, in which case New or Modified City Laws apply to the Project to the extent so required.
- D. Further Discretionary Actions. EHA acknowledges that the Development Standards contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the Development Standards.
- E. Extensions. Extensions to the Buildout Period of up to five years each may be authorized by mutual written agreement of the parties, with the first extension approved and signed on behalf of the City by the Mayor and any subsequent extension approved on behalf of the City by the Everett City Council and signed by the Mayor. The extension of the Buildout Period (and term of this Agreement) shall be formalized by an amendment to this Agreement without any additional process under Section 6 above.

8. GENERAL PROVISIONS

- A. Notices. Any notice, request, direction or other communication under this Agreement shall be either (1) in writing delivered by first class mail, properly addressed and with the required postage or (2) by electronic mail. Notices to the City must be delivered to the City of Everett Planning Director at the current Planning Director address. Notices to the EHA must be delivered to the Executive Director of the Everett Housing Authority at the current Executive Director address. Receipt shall be deemed to have occurred on the date of delivery, or on the date of sending the electronic mail.
- B. Recording; Binding on Successors and Assigns. This Agreement and any amendments thereto shall be recorded with the Snohomish County Auditor's office, as necessary to be disclosed on title documents for the Property, and shall run with the land as binding on the parties and their successors and assigns. When this Agreement refers to EHA, that reference includes its successors and assigns. It is mutually agreed that the terms of this Agreement touch and concern the land and shall be covenants running with the land.
- C. Termination of Agreement. This Agreement shall terminate upon the expiration of the term identified in Section 8.K or when the Property has been fully developed, which ever first occurs, and all of the EHA's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the Office of the City Attorney that the Agreement has been terminated.
- D. Approval of All Property Owners Required for Requested Modifications. The City has no obligation to consider or process any request from any Property owner for modifications under Section 6 above unless such a request is approved in writing by all fee-interest owners of Property subject to this Agreement.
- E. Process and Form of Amendment. Amendments to this Agreement must be in accordance with Section 6 above. To be effective, any amendment to this Agreement must be signed by the Mayor of the City on behalf of the City and by the Executive Director on behalf of the EHA.
- F. Enforcement. The Development Standards may be enforced by the City pursuant to EMC Chapter 1.20 or successive code, and EHA agrees that the City may withhold Project permits and administrative approvals pending compliance. Other than Development Standards, this Agreement shall be interpreted according to principles of contract law, to determine the intent of the parties; if no interpretation is required, the City's enforcement authority includes, without limitation, enforcement pursuant to EMC Chapter 1.20 or successive code.
- G. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Exclusive venue for all disputes related to this Agreement shall be in Snohomish County, Washington.
- H. Counterparts; Electronic or Scanned Signatures. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall

constitute one and the same instrument. Electronic or scanned signatures on this Agreement shall constitute original signatures of the Parties.

- I. Captions. The captions of this Agreement are inserted solely for the convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.
- J. Exhibits. Exhibits A and B and C are incorporated herein by this reference as if set forth in full herein.
- K. Term. The term of this Agreement shall continue for the twenty-year Vesting Period unless extended or terminated as set forth herein.
- L. Nonwaiver. The failure of either party to enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.
- M. Severability. Subject to Section 4.C.2, should any court of competent jurisdiction find any provision of this Agreement to be invalid under Chapter 36.70B or otherwise, the remainder of the Agreement shall remain in full force and effect.
- N. Effective Date. This Agreement will be signed by each party after the effective date of the PDO Ordinance. The effective date of this Agreement is the date of last signature below. Neither party has any obligations under this Agreement until this Agreement is signed by both parties.

[signatures on following page(s)]

EXECUTED as of the effective date first by duly authorized officers of the parties hereto, intending to be legally bound hereby.

CITY:

City of Everett,
a Washington municipal corporation

By: _____

Cassie Franklin, Mayor

Attest:

Office of the City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

This record was acknowledged before me on _____ by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature
Notary Public in and for the State of Washington
My Commission Expires _____

EHA:

HOUSING AUTHORITY OF THE CITY OF EVERETT,
a body corporate and politic of the State of
Washington

By: _____
_____, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

This record was acknowledged before me on _____ by _____ as the
Executive Director Housing Authority of the City of Everett, a body corporate and politic of the State of
Washington.

[Stamp Below]

Signature
Notary Public in and for the State of Washington
My Commission Expires _____

EXHIBIT A – LEGAL DESCRIPTION AND DEPICTION

THAT PORTION OF THE PLAT OF BAKER HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 111, IN SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4 AND BLOCK 5 OF SAID PLAT OF BAKER HEIGHTS;

TOGETHER WITH ANY PORTION OF VACATED STREET THAT WOULD ATTACH BY OPERATION OF LAW PER ORDINANCE NO. 1034-84, RECORDED UNDER RECORDING NO. 8610130077, IN SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE PORTIONS OF LARCH, HEMLOCK, AND FIR STREETS VACATED BY ORDINANCE NO. _____, RECORDED UNDER RECORDING NO. _____, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

LOT 2, BINDING SITE PLAN NO. BSP 20-004, RECORDED MARCH 2, 2021 AS RECORDING NO. 202103245015, IN SNOHOMISH COUNTY, WASHINGTON.



The Project has fixed external boundaries as shown in blue in the depiction. Property, as legally described above, remains part of the Property, regardless of whether internal lot boundaries are adjusted or internal lots are otherwise reconfigured, so long as the adjusted/reconfigured lot or lots do not extend outside the Project's external boundaries.

EXHIBIT B – TITLE 15 EMC AND TITLE 19 EMC

Attached (and/or as available at the URL stated below) is Title 15 EMC and Title 19 EMC (except chapters 19.51, 19.52 and 19.53 EMC) as existing on the effective date of this Agreement.

<https://everett.municipal.codes/EMC/15> [to be replaced with URL to static pdf in executed Agreement]

<https://everett.municipal.codes/EMC/19> [to be replaced with URL to static pdf in executed Agreement]

This attachment (and/or linked document(s)), as modified as described in Section 2.A(2) of this Agreement, constitutes the Park District Development Regulations.

EXHIBIT C – FORM OF MITIGATION AGREEMENT

[attached]

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF EVERETT AND HOUSING AUTHORITY OF THE CITY OF EVERETT REGARDING
MITIGATION OF PARK DISTRICT POLICE AND FIRE SERVICE IMPACTS**

This Interlocal Agreement Regarding Mitigation of Park District Police and Fire Service Impacts ("**Mitigation Agreement**") is dated as of last signature below and is between CITY OF EVERETT, a Washington municipal corporation (the "**City**") and the HOUSING AUTHORITY OF THE CITY OF EVERETT, a body corporate and politic of the State of Washington (the "**EHA**") (individually a "**Party**" and collectively the "**Parties**").

RECITALS

A. The EHA controls property located in the Delta neighborhood of north Everett containing approximately 16 acres of land. This property is currently owned by EHA Park District LLC, a Washington limited liability company wholly owned by EHA.

B. This property was first developed in the 1940s as public housing, known as Baker Heights, to support war efforts. Baker Heights was decommissioned in 2019, and the site has been vacant since that time.

C. The EHA wishes to develop the property legally described in Exhibit A to this Mitigation Agreement with a planned development called the Park District (such development, the "**Park District**"; such legally described property, the "**Property**"). The Property will be conveyed to EHA before construction and portions of the Property may subsequently be conveyed to others, either in fee or via lease.

D. The EHA has requested, and the City is approving, a development agreement for the Park District on the Property, which is being executed by the parties contemporaneously with this Mitigation Agreement (the "**Development Agreement**").

E. The City issued a Final Environmental Impact Statement on February 5, 2024 (the "**FEIS**") regarding the Park District pursuant to the requirements of the State Environmental Policy Act ("**SEPA**") chapter 43.21C RCW and pursuant to chapter 19.43 EMC.

F. With respect to police services, the FEIS states that, using a ratio of one police staff per 434 population, the Park District will create a new demand for approximately 8 full time equivalent (FTE) police staff (commissioned and civilian) at an average household size of 2.43 residents per dwelling unit. See FEIS, pages 1-22, 5-1.

G. With respect to fire services, the FEIS states that the Park District will create a new demand for up to 15.6 FTE firefighters and associated equipment and firefighting apparatuses at an average household size of 2.43 residents per dwelling unit. See FEIS, page 5-3 to 5-4.

H. In EMC 19.43.230, the City adopted "specific policies to achieve the environmental goals of the Everett community." The policy for police and fire is EMC 19.43.230B.4.a, which states the City's specific policy is to "encourage and approve development only where adequate public services, including fire and police protection, are available or will be made available to serve the proposal."

I. In accordance with EMC 19.43.230, the City published an EIS Addendum on [_____, 2024], to provide further information about the SEPA payments required to mitigate the financial costs of the services, equipment, and station described in Recitals F and G above, in order to ensure that adequate fire and police protection are available to serve the Park District.

J. Based on the analysis in the FEIS and the EIS Addendum, and consistent with EMC 19.43.230 and EMC 19.43.240, the purpose of this Mitigation Agreement is to provide, pursuant to SEPA and the Interlocal Cooperation Act (chapter 39.34 RCW), for mitigation payments to address the impact of the Park District on City police and fire services.

AGREEMENT

The Parties agree as follows:

SECTION 1: SEPA MITIGATION PAYMENTS

EHA will make mitigation payments to the City as set forth in this Section 1 (collectively, “**SEPA Mitigation Payments**”):

A. Calculation of SEPA Mitigation Payments. Beginning on the date of this Mitigation Agreement, and continuing for as long as this Mitigation Agreement is in effect, EHA will pay SEPA Mitigation Payments for each Park District Dwelling Unit as follows:

Year	Police SEPA Mitigation Payment per Park District Dwelling Unit	Fire SEPA Mitigation Payment per Park District Dwelling Unit
2024	\$103.06/year	\$126.92/year
2025 and each year after	Previous year’s payment, increased in accordance with Section 1.D.1 below	Previous year’s payment, increased in accordance with Section 1.D.2 below
A “ Park District Dwelling Unit ” for this Mitigation Agreement is a residential unit in the Park District (such as, for example, an apartment unit or a townhouse) that has a final certificate of occupancy issued after the date of this Mitigation Agreement; provided, however, that a residential unit is not a “Park District Dwelling Unit” if it is occupied by a household whose income at initial occupancy (determined in a manner consistent with determinations of lower -income families under Section 8 of the United States Housing Act of 1937, as amended) does not exceed (a) 60% of area median gross income, adjusted for household size, or (b) if such unit is located within a qualified low-income housing project utilizing the average income test under Section 42(g)(1)(C) of the Internal Revenue Code of 1986, as amended, the applicable imputed income limitation for such unit designated under such section. The average of the imputed income limitations designated shall not exceed 60% of area median gross income. As two of many possible examples of (b): (Example 1): if a qualified low-income housing project has ten units, with eight units without income restrictions, one unit with an income limitation at 50% AMI, and a second unit with an income limitation at 70% AMI, then the two income restricted units will not be Park District Dwelling Units so long as they are occupied in accordance with their income		

limitations, with the other eight units as Park District Dwelling Units. (Example 2): if a qualified low-income housing project has 100 units, with 50 units with an income limitation at 40% AMI and 50 units with an income limitation at 80% AMI, then all 100 units will not be Park District Dwelling Units so long as they are occupied in accordance with their income limitations.

No later than thirty (30) days after the end of each quarter, EHA will provide the City a list of Park District Dwelling Units, together with payment of the SEPA Mitigation Payments for the preceding quarter. EHA will provide any back-up information for EHA's calculation of the SEPA Mitigation Payments as reasonably requested by the City.

B. Credit for Tax Payments. Consistent with the SEPA analysis in the EIS Addendum, to the extent the City collects property tax under Title 84 RCW (or successor statute) or leasehold excise tax under Title 82.29A RCW (or successor statute) arising from Property, then the City will credit the amount so collected against SEPA Mitigation Payments due (such credits, "**Mitigation Credits**"). Unused Mitigation Credits may be carried forward from year-to-year for application against subsequent SEPA Mitigation Payments when due, but in no case will any credit under this Section 1.B result in any refund of tax collected by the City.

C. Cessation of Service. If the City ceases to provide fire or police service to the Property, then the SEPA Mitigation Payments for that service shall terminate. As an example, should a fire protection district assume responsibility for fire service for the Property while the City continues to provide police protection, the City shall no longer collect Fire SEPA Mitigation Payments, but the City may still collect Police SEPA Mitigation Payments.

D. Annual Increase in SEPA Mitigation Payments.

1. Police Service SEPA Mitigation Payment. Beginning January 1, 2025, the Police SEPA Mitigation Payment per Park District Dwelling Unit will increase each January 1 by the percentage increase in annual salary of a City Police Officer Second Class (or successor classification) from the previous calendar year to the current calendar year.

2. Fire Service SEPA Mitigation Payment. Beginning January 1, 2025, the Fire SEPA Mitigation Payment per Park District Dwelling Unit will increase each January 1 by the percentage increase in annual salary of a City Firefighter/Paramedic (or successor classification) from the previous calendar year to the current calendar year.

E. Fifteen-Year Waiver After Certificate of Occupancy. SEPA Mitigation Payments are waived for each Park District Dwelling Unit for fifteen years after issuance of the certificate of occupancy for that Park District Dwelling Unit. EHA will begin making Fire and Police SEPA Mitigation Payments for that Park District Dwelling Unit starting after the end of the fifteenth waiver year. If the end of the fifteenth waiver year occurs mid-calendar year, Fire and Police SEPA Mitigation Payments for that time period will be prorated based on a 365-day year.

F. Illustrative Calculations. Exhibit B to this Mitigation Agreement contains illustrative reference calculations of the payments required in this Section 1.

SECTION 2. TRANSFER OF PROPERTY/RELEASE

A. EHA Responsible. Except as otherwise provided in Section 2.B below, EHA is solely responsible for payment of SEPA Mitigation Payments for all Property and the EHA is the sole recipient of Mitigation Credits arising from all Property.

B. Partial Release Due to Transfer. At such time as EHA or EHA Park District LLC or other transferor transfers the fee interest in the Property or a portion thereof, then the transferor will be released from any obligation to pay SEPA Mitigation Payments arising after the transfer date, so long as at the closing of such transfer the parties thereto (and the City, if necessary) execute and record an instrument reasonably acceptable to the City (which may be in the form of an amendment to this Mitigation Agreement or a new separate agreement for the transferred Property or in a form otherwise as the Parties may determine) that provides for the transferee to assume the obligation for payment of SEPA Mitigation Payments arising after the date of transfer from the transferred Property, and that provides for Mitigation Credits arising after the transfer date from the transferred Property to be credited to the transferee. In lieu of such assumption of obligations with respect to SEPA Mitigation Payments by the transferee, the Parties may instead jointly agree to release the transferred Property from this Mitigation Agreement.

SECTION 3: GENERAL PROVISIONS

A. Administration. Each Party to this Mitigation Agreement shall serve as an administrator of this Mitigation Agreement for purposes of compliance with RCW 39.34.030 for each Party's respective actions in performance of this Mitigation Agreement. To the extent required by applicable law, each Party is responsible for financing and maintaining a budget for its activities under this Mitigation Agreement.

B. Duration/Termination. This Mitigation Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either been filed with the County Auditor or posted on the Interlocal Agreements website of either Party. This Mitigation Agreement will remain in effect unless it is terminated in accordance with Section 2.B above. The EHA acknowledges that public services will need to be provided to the Property long after the expiration or termination of the Development Agreement, accordingly the Parties agree that this Mitigation Agreement does not terminate or expire when the Development Agreement terminates or expires.

C. 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 Mitigation Agreement.

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

E. Complete Agreement. Except for the Development Agreement, this Mitigation Agreement constitutes the entire agreement of the parties relating to the subject matter of this Mitigation Agreement. This Mitigation Agreement supersedes and replaces all other written or oral agreements thereto.

F. Amendment. No amendment to this Mitigation Agreement will be effective unless in writing and signed by the Mayor of the City Everett and by an authorized representative of EHA. If Property is transferred under Section 2.B with an instrument for the assumption of obligations, that instrument will provide for how the obligations thereunder may be amended.

G. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Mitigation 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.

H. Severability. If any provision of this Mitigation Agreement is unenforceable to any extent, the remainder of this Mitigation 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.

I. Notice. For a notice under this Mitigation 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 EHA
Planning Director City of Everett 2930 Wetmore Ave Everett, WA 98201	Executive Director Everett Housing Authority 3107 Colby Avenue Everett, WA 98201

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

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

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

L. Recording of this Agreement. This Mitigation Agreement or memorandum thereof shall be recorded with the Snohomish County Auditor against the Property. Notwithstanding the foregoing, neither this Mitigation Agreement nor any obligation to pay SEPA Mitigation Payments under this Mitigation Agreement shall constitute a lien or charge upon any Property.

M. Ownership of Property. Except as may be expressly provided to the contrary in this Mitigation Agreement, any real or personal property used or acquired by either party in

connection with its performance under this Mitigation Agreement will remain the sole property of such party, and the other party shall have no interest therein.

N. No Joint Venture. Nothing contained in this Mitigation Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

O. Remedies. If the EHA fails to pay any SEPA Mitigation Payment properly due and owing in accordance with this Agreement and such SEPA Mitigation Payment remains unpaid more than 90 days after written notice thereof is provided by the City to the EHA, the City may: (1) institute any proceeding at law or equity, including without limitation an action to compel specific performance by the EHA of its obligations to pay SEPA Mitigation Payments hereunder, and/or (2) the City may refuse to issue Property permits and approvals (including without limitation building permits and certificates of occupancy) so long as such SEPA Mitigation Payment remains unpaid.

P. No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Mitigation Agreement.

Q. Signatures. This Agreement is signed by the Parties with AdobeSign, which is fully binding.

[SIGNATURES ON FOLLOWING PAGE]

Dated as of date of last signature below:

CITY OF EVERETT

HOUSING AUTHORITY OF THE CITY OF EVERETT

By: _____
Cassie Franklin, Mayor

By: _____
Executive Director

Date: _____

Date: _____

ATTEST:

Office of the City Clerk

EXHIBIT A TO MITIGATION AGREEMENT
PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE PLAT OF BAKER HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 14 OF PLATS, PAGE 111, IN SNOHOMISH COUNTY, WASHINGTON,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4 AND BLOCK 5 OF SAID PLAT OF BAKER HEIGHTS;

TOGETHER WITH ANY PORTION OF VACATED STREET THAT WOULD ATTACH BY OPERATION OF
LAW PER ORDINANCE NO. 1034-84, RECORDED UNDER RECORDING NO. 8610130077, IN
SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE PORTIONS OF LARCH, HEMLOCK, AND FIR STREETS VACATED BY
ORDINANCE NO. _____, RECORDED UNDER RECORDING NO. _____, IN
SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

LOT 2, BINDING SITE PLAN NO. BSP 20-004, RECORDED MARCH 2, 2021 AS RECORDING NO.
202103245015, IN SNOHOMISH COUNTY, WASHINGTON.

EXHIBIT B TO MITIGATION AGREEMENT
ILLUSTRATIVE CALCULATIONS

This example calculates SEPA Mitigation Payments due for two hypothetical Park District buildings, which have 100 Dwelling Units each. Building A receives its certificate of occupancy on February 6, 2026, and Building B on February 6, 2032. These illustrations assume no Mitigation Credits. **These examples are based on illustrative percentage salary increases from year-to-year for the purposes of demonstrating calculation methodology, and do not reflect what actual SEPA Mitigation Payments will be. Actual SEPA Mitigation Payments will require use of actual year-to-year salary percentage increase information.**

Year	Illustrative Year-to-Year Salary Increase for Police Officer Second Class	Illustrative Year-to-Year Salary Increase for Firefighter/ Paramedic	Result of Formula for Police SEPA Mitigation Payment per Park District Dwelling Unit (Agreement Section 1A)	Result of Formula for Fire SEPA Mitigation Payment per Park District Dwelling Unit (Agreement Section 1A)	Total SEPA Mitigation Payments Due from EHA for Example Building A = (Fire payment per unit + Police payment per Unit) X 100 units	Total SEPA Mitigation Payments Due from EHA for Example Building B = (Fire payment per unit + Police payment per Unit) X 100 units
2024			\$103.06*	\$126.92*	None for 2024, because no certificate of occupancy	None for 2024, because no certificate of occupancy
2025	3% increase from 2024 to 2025	4% increase from 2024 to 2025	\$106.15	\$132.00	None for 2025, because no certificate of occupancy	None for 2025, because no certificate of occupancy
2026	3% increase from 2025 to 2026	4% increase from 2025 to 2026	\$109.33	\$137.28	None for 2026, because no certificate of occupancy (prior to 2.6.26) and waiver (2.6.26 to 12.31.26)	None for 2026, because no certificate of occupancy

2027	3% increase from 2026 to 2027	4% increase from 2026 to 2027	\$112.61	\$142.77	None for 2027, because of waiver	None for 2027, because no certificate of occupancy
2028	1% increase from 2026 to 2027	2% increase from 2026 to 2027	\$113.74	\$145.63	None for 2028, because of waiver	None for 2028, because no certificate of occupancy
2029	2% increase from 2028 to 2029	2% increase from 2028 to 2029	\$116.01	\$148.54	None for 2029, because of waiver	None for 2029, because no certificate of occupancy
2030	1% increase from 2029 to 2030	2% increase from 2029 to 2030	\$117.17	\$151.51	None for 2030, because of waiver	None for 2030, because no certificate of occupancy
2031	1% increase from 2030 to 2031	3% increase from 2030 to 2031	\$118.34	\$156.06	None for 2031, because of waiver	None for 2031, because no certificate of occupancy
2032	1.5% increase from 2031 to 2032	3% increase from 2031 to 2032	\$120.12	\$160.74	None for 2032, because of waiver	None for 2032, because no certificate of occupancy (prior to 2.6.32) and waiver (2.6.32 to 12.31.32)
2033	4% increase from 2032 to 2033	3% increase from 2032 to 2033	\$124.92	\$165.56	None for 2033, because of waiver	None for 2033, because of waiver
2034	4% increase from 2033 to 2034	3% increase from 2033 to 2034	\$129.92	\$170.53	None for 2034, because of waiver	None for 2034, because of waiver
2035	7% increase from 2034 to 2035	4% increase from 2034 to 2035	\$139.02	\$177.35	None for 2035, because of waiver	None for 2035, because of waiver

2036	7% increase from 2035 to 2036	6% increase from 2035 to 2036	\$148.75	\$187.99	None for 2036, because of waiver	None for 2036, because of waiver
2037	0.5% increase from 2036 to 2037	0.5% increase from 2036 to 2037	\$149.49	\$188.93	None for 2037, because of waiver	None for 2037, because of waiver
2038	1% increase from 2037 to 2038	1% increase from 2037 to 2038	\$150.99	\$190.82	None for 2038, because of waiver	None for 2038, because of waiver
2039	2% increase from 2038 to 2039	2% increase from 2038 to 2039	\$154.01	\$194.63	None for 2039, because of waiver	None for 2039, because of waiver
2040	0% increase from 2039 to 2040	2% increase from 2039 to 2040	\$154.01	\$198.53	None for 2040, because of waiver	None for 2040, because of waiver
2041	3% increase from 2040 to 2041	2% increase from 2040 to 2041	\$158.63	\$202.50	Waiver until 2.6.41; then total SEPA Mitigation Payments for remainder of 2041 = \$32,451.67, which is the 2.7.41 to 12.31.41 proration of \$36,112.38	None for 2041, because of waiver
2042	2.75% increase from 2041 to 2042	2.75% increase from 2041 to 2042	\$162.99	\$208.07	Total SEPA Mitigation Payments for 2042 = \$37,105.47	None for 2042, because of waiver
2043	1.75% increase from 2042 to 2043	2.75% increase from 2042 to 2043	\$165.84	\$213.79	Total SEPA Mitigation Payments for 2043 = \$37,962.88	None for 2043, because of waiver

Everett Housing Authority

Memo: Park District Supplemental Information

TO: Everett City Council

FROM: Bob Bengford and Scott Bonjukian, Makers Architecture and Urban Design
Jason Morrow and Olivier Landa, Everett Housing Authority

DATE: April 4, 2024

Introduction

This memo provides information supporting the Everett Housing Authority's Park District development and zoning proposal.

New Housing Benefits the Entire City

New housing benefits everyone in a community and creates more options for people to trade up and trade down their housing as incomes and life circumstances change. In addition to the importance of matching housing supply to specific levels of affordability, housing supply also creates a "filtering" effect that runs through all economic segments of the population. Research from the Federal Reserve Bank of Minneapolis adds to the evidence that new apartments creates opportunities for all. For example:

Imagine that a renter named Jim moves into a brand-new market-rate apartment. A renter named Maria moves into Jim's old unit, which is more affordable than Jim's new place. Another renter is going to move into Maria's old unit. The chain will likely continue to include several more units, each progressively older and more affordable. It will end when someone moves out on their own from a previously shared living space.

It is also important for people to have options to move to their location of choice and be near opportunities of social capital, including jobs centers, educational facilities, healthcare services, and places for shopping and socializing that help meet daily human needs. Social capital has been found to be essential for helping people exit poverty.

Resources:

- [How new apartments create opportunities for all \(Federal Reserve\)](#)
- <https://socialcapital.org>

Homelessness and Economic Stability is a Housing Problem

Housing supply (availability) and rent costs are the primary variables causing and continuing the homelessness crisis, locally and nationally. Pew Charitable Trusts' research adds to the evidence that homelessness increases when housing prices increase out of the reach of lower-income people, whom are most often working adults. This includes a large and growing share of the Everett population. Per recent research data, 50% of Everett residents are "ALICE" (Asset Limited, Income Constrained, and Employed) — earning more than the Federal Poverty Level, but

not earning enough to afford the basics where they live. Often, ALICE residents are not engaged in discussions about urban planning and housing policy.

Housing prices follow “Economics 101” and prices rise when supply does not keep up with demand. Everett and the Puget Sound region are attractive places to live, and as the population continues to grow in large percentages this increases demand for new housing. The production of new housing is glacial in comparison to population mobility, and production is further constrained when zoning policies impose too many limits on the location and quantity of new housing construction. Zoning policy is a local political decision and zoning changes can be amended and adopted at any time by a city’s elected officials.

Resources:

- [How Housing Costs Drive Levels of Homelessness \(Pew Charitable Trusts\)](#)
- [United for ALICE \(Snohomish County and Everett data\)](#)
- <https://homelessnesshousingproblem.com/>

The Everett Comprehensive Plan

Everett is studying updates to its Comprehensive Plan, which sets the direction for growth over the next 20 years. Acknowledging the role that housing supply plays in housing affordability, Everett anticipates it will target nearly a doubling of its housing stock through 2044.

To study this, three “Draft Alternatives Scenarios” for the Everett 2044 Comprehensive Plan Periodic Update were approved for study by the City Council on August 23, 2023. All three alternatives include high-rises (up to 15 stories) along portions of Broadway close to the Park District. Both Alternatives 2 and 3 include high-rises along the entire length of Broadway west of the Park District. In all three alternatives the Park District is planned for at least midrise development, and this could be amended after Planned Development Overlay adoption.

Resource: [Everett Comprehensive Plan Draft Growth Alternatives](#)

Public Housing Authorities and Tax Revenue

Even at times of increasing housing supply, high-cost areas such as Everett and the Puget Sound region require a significant amount of housing supply production from sources outside the influence of market-rate investment and development. For people who are otherwise unable to keep up with market price volatility, non-profit and public oriented housing create stable community environments for citizens to thrive. The need for this type of housing far outstrips demand; as noted above approximately 50% of Everett’s population is disproportionately burdened by housing prices and other costs of living.

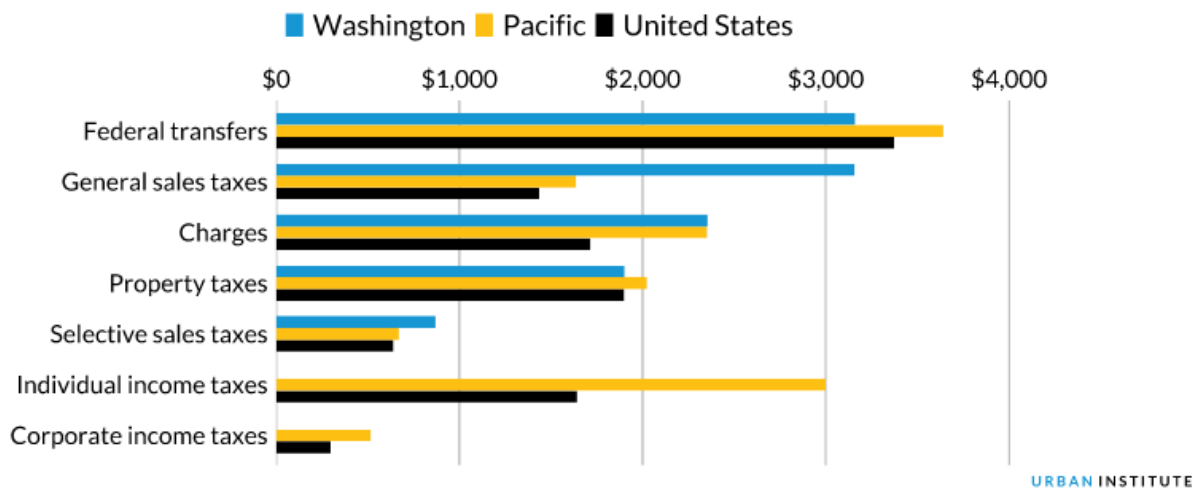
Public and non-profit housing has supported communities throughout Washington State for decades. The Everett Housing Authority has supported Everett since 1942. The state acknowledges that “Affordable and accessible housing is of great concern and importance to the legislature and the people of this state. The legislature recognizes the important role housing authorities serve in creating and maintaining housing for low-income persons and senior citizens.” ([2000 c 187 § 1](#)).

For that reason, “The property of an authority is declared to be public property used for essential public and governmental purposes and such property and an authority shall be exempt from all taxes and special assessments of the city, the county, the state or any political subdivision thereof...” ([RCW 35.82.210](#)).

This exemption is central to public housing authorities’ ability to serve clients and provide housing affordability through developments and rental payment subsidization. The exemption has little, if any, effect on local government budgets. This is because non-profit housing rarely makes up more than a small fraction of any city’s housing stock in Washington. Further, compared to most states, Washington state relies more on sales tax as a priority means of revenue generation at the state and local level.

Washington’s State and Local Per Capita Revenue, Fiscal Year 2021

Compared with national and regional averages



Resource: <https://www.urban.org/policy-centers/cross-center-initiatives/state-and-local-finance-initiative/projects/state-fiscal-briefs/washington>

MEMORANDUM

TO: Everett City Council
FROM: Yorik Stevens-Wajda, Planning Director
DATE: June 25, 2024
SUBJECT: Updates to Park District proposal since planning commission review

A series of proposed updates to the Park District proposal have emerged through conversations with the community, Mayor Franklin, Councilmember Fosse, Everett Housing Authority, and others. This memorandum describes these updates since the planning commission completed their review and recommendation on the project in February 2024.

The first group of updates are already included in the Planned Development Overlay/Development Agreement ordinance (CB 2406-10) that was forwarded to the city council for consideration, or have otherwise already been resolved:

Maximum Building Heights	Included in the Development Agreement (PDO ordinance Exhibit D) in the Council packet.
Public Services Cost Mitigation	
Residential Parking Zones	Residential Parking Zones are authorized for the area. Public Works will initiate implementation after construction begins.
Wiggums Hollow Park	Everett Housing Authority has provided a Letter of Intent regarding the EHA-owned portion of Wiggums Hollow.

The second group of updates will require amendment of the Planned Development Overlay/Development Agreement ordinance (CB 2406-10), which can be done by motion at the council's third reading. A proposed amendments sheet is attached to this memo for convenience so that the motion could be as simple as "amend the proposed ordinance to include the amendments as shown in the proposed amendments sheet."

Wetlands and Natural Area West of Park District	Everett Housing Authority has issued a Letter of Intent regarding the wetlands and natural area west of the Park District. The city's intent will be addressed by adding a recital to the PDO ordinance. The amendment adding this recital is in the attached amendments sheet.
Pedestrian Connections	Pedestrian facility Improvements will be addressed by revising Section 4.D.1 to the proposed Development Agreement (which is



	Exhibit D of the PDO ordinance). The amendment making this revision is in the attached amendments sheet.
Non-residential space activation and occupancy	<p>Everett Housing Authority has issued a Letter of Intent regarding activation and occupancy of the non-residential spaces in the Park District.</p> <p>Pedestrian facility Improvements will be also addressed by adding a new Section 4.F to the proposed Development Agreement (which is Exhibit D of the PDO ordinance). The amendment making this addition is in the attached amendments sheet. .</p>

Also attached for reference are housekeeping fixes, such as inserts and typo fixes, which will be completed by planning, legal and clerk's office staff. These will be completed during the assembling of the ordinance after passage and do not require any council action. However, because of the size this ordinance, staff is trying to keep all changes in one document to keep track of them. This is a running reference list and not necessarily complete.

PROPOSED AMENDMENTS TO PARK DISTRICT PDO/DA ORDINANCE (CB 2406-10)

SUBSTANTIVE AMENDMENTS

Amendment	Specific Location	Substantive Amendment
(1) Wetlands and Natural Area West of Park District	PDO-DA Ord. (CB 2406-10) Ordinance Body	<p>Add new recital as follows:</p> <p><i>Further Considerations</i></p> <p>AA. The City recognizes the importance of natural open space and is willing to partner with EHA and other stakeholders to explore city acquisition of the wetland and natural area directly west of the Project and to explore options for interpretive the feasibility of an interpretive trail or viewpoint consistent with the wetland's environmental functions and values.</p>
(2) Pedestrian Connections	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement) Section 4.D.1	<p>Add new subsections a, b, c, and d to Section 4.D.1, so that Section 4.D.1 reads as follows:</p> <p>D. <u>Impact Fees</u></p> <ol style="list-style-type: none"> 1. <u>Transportation</u>. EHA shall pay fees for each portion of the Project in accordance with chapter 19.51 EMC (or successor code) in effect at the time of building permit issuance for such portion. <ol style="list-style-type: none"> a. The Project traffic analysis will identify the local improvements listed below as improvements that address transportation impacts from the Project that are adjacent to or in the vicinity of the Project but do not rise to the level of a significant adverse impact. These improvements (the "<i>Identified Improvements</i>") are: <ol style="list-style-type: none"> i. Baker Street west side sidewalk connection from Poplar to 15th Street ii. Continuous sidewalk connection on the north side of 15th Street from Baker to Broadway iii. 16th Street crossing improvement at Baker; including replacement of existing flashers with RRFBs. iv. Continuous sidewalk improvements one or the other of: <ol style="list-style-type: none"> 1. 14th Street on one side from Pine to E. Marine View Drive; or, 2. 15th Street on north side from Pine to E. Marine View Drive. b. The City and EHA agree that the Identified Improvements are voluntary, appropriate and not already required under the Development Standards or in this Agreement. EHA agrees to construct the Identified Improvements and dedicate them to the City at no cost to the City. As they are completed, EHA will receive a dollar-for-dollar credit in the amount of EHA's incurred design and

Amendment	Specific Location	Substantive Amendment
		<p>construction costs for completed Identified Improvements, which will be applied toward the Project's system-wide transportation mitigation fee. EHA will provide the City evidence of such costs upon request.</p> <p>c. If EHA's design and construction costs for Identified Improvements in a Phase exceeds the system-wide transportation mitigation fee for that Project Phase, then EHA may either:</p> <ul style="list-style-type: none"> i. eliminate the cost excess by constructing some Identified Improvements and delaying others until the next Phase, with the City selecting which Identified Improvements to delay; or ii. construct the Identified Improvements and preserve the cost excess as trip generation credits. The excess trip generation credits may be applied against system-wide transportation mitigation fees due for any subsequent Project Phase. <p>d. It is anticipated that all Identified Improvements can be constructed by EHA for less than the amount of the total transportation mitigation fees for all Project Phases. Regardless of anything to the contrary in this Section 4.D.(1), EHA is not obligated to complete all Identified Improvements if the construction cost of all Identified Improvements exceeds the total transportation mitigation fees for all Project Phases; however, in that situation the City will select which Identified Improvements will be omitted in order to eliminate the excess.</p>

<p>(3) Non-Residential Space Activation and Occupancy</p>	<p>PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement)</p>	<p>Add new Section 4.F as follows:</p> <p>4. F. <u>Activation of Commercial and Retail Spaces</u></p> <p>Through a robust community input process that included representatives from the Delta Neighborhood, EHA incorporated retail/commercial space in the Project. It is EHA’s goal to occupy these spaces with neighborhood scale businesses and organizations that provide synergistic opportunities with each other and contribute to the activation of public amenity space uses and increase long term neighborhood resiliency, including walkability. EHA agrees that it is a benefit to the residents, the surrounding neighborhood, and the Project to activate these spaces. In furtherance of these goals, EHA agrees to the following:</p> <ul style="list-style-type: none"> (1) In each Project building with a retail or commercial space, EHA will sequence the building construction so that the building’s retail/commercial space(s) are ready for leasing no later than six months after the building’s residential spaces are ready for leasing. EHA may request extensions of that deadline, which the Planning Director will review and will not unreasonably deny. (2) EHA will use reasonable efforts to attract tenants for Project retail and commercial spaces, including without limitation using advertising and brokers as necessary. (3) EHA will provide commercially reasonable rent and tenant improvement allowances and incentives for Project retail and commercial space that are at least as advantageous to tenants as those generally used in retail and commercial space of like kind and quality north of 41st Street in Everett. (4) If a Project retail or commercial space is vacant, EHA will maintain the space in good condition, including without limitation all exterior surfaces in good condition, no peeling paint, no rust, clean and free of dirt, moss, and algae. (5) If a Project retail or commercial space is vacant for more than six months, EHA will further maintain the attractiveness of the space, if requested by the City, by painting windows with visually appealing scenes depicting or suggesting business or cultural activities and will display art or provide other displays of cultural or educational value. EHA may propose alternative means to maintain the attractiveness of the space, which the Planning Director will review and will not unreasonably deny. (6) If at the end of the term of this Agreement a Project building has retail or commercial space with history of long-term vacancy, the City and EHA will, as a prerequisite to the termination of this Agreement as to that building, execute and record a binding document for that building effective after the termination of this Agreement with provisions substantially similar to this Section 4.F.
---	---	---

HOUSEKEEPING

These are housekeeping fixes provided for reference. These will be completed by staff in assembling an ordinance after passage and do not require a council amendment to the ordinance. However, because of the size this ordinance, staff is trying to keep all changes in one document to keep track of them. This is a running reference list and not necessarily complete.

	Specific Location	Housekeeping Fix
(1) Hearing date	PDO-DA Ord. (CB 2406-10) Recital Sections P and Q	Insert Public Hearing Date of July 10, 2024
(2) Recital numbering	PDO-DA Ord. (CB 2406-10) Recital Section Y	Fix numbering “XI” to “Y”
(3) Exhibit order	Exhibits	Reassemble so exhibits are in correct order
(4) Exhibit A-1 draft to final	Exhibit A-1	Remove all references in entire exhibit to “Draft” and “Draft” dates
(5) Exhibit A-2 draft to final	Exhibit A-2	Remove all references in entire exhibit to “Draft” and “Draft” dates
(6) Exhibit B vacation ord. reference	Exhibit B	Insert vacation ordinance number in fourth paragraph
(7) Exhibit C draft to final	Exhibit C	Remove all references to “Draft” and “Draft” dates
(8) Exhibit D hearing date	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement)	Insert Public Hearing Date of July 10, 2024 into recitals K and L
(9) Exhibit D Ex. A vacation ord. reference	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement) Exhibit A (Legal Description)	Insert vacation ordinance number in fourth paragraph

	Specific Location	Housekeeping Fix
(10) Exhibit D URLs	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement) Exhibit B (Titles 15 and 19 EMC)	Replace URLs with static URLs to pdfs
(11) Exhibit D EIS addendum date	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement) Exhibit C (Mitigation Agreement)	Insert EIS addendum date in Recital I
(12) Exhibit D Ex. C vacation ord. reference	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement) Exhibit C (Mitigation Agreement)	Insert vacation ordinance number in fourth paragraph of legal description
(13) Exhibit D signature block	PDO-DA Ord. (CB 2406-10) Exhibit D (Development Agreement)	Insert name of EHA signer in signature blocks



Service
Integrity
Respect
Community
Leadership
Wisdom
Creativity

LETTER OF INTENT
PARK DISTRICT RETAIL INCENTIVISATION

June 4, 2024

This Letter of Intent details Everett Housing Authorities commitment to deliver retail amenities at the Park District that meet the needs of the community. The Everett Housing Authority appreciates the community's interest in and concerns towards the potential negative outcomes related to vacant retail as exists throughout the city and region. Our intent herein is to confirm our commitment to collaborate with stakeholders including but not limited to the City, community, retail partners, and clients to ensure activated retail amenities at the Park District.

As a mission driven Housing Authority, we commit our resources and efforts towards the execution of our Board directed 10 Year Strategic Plan. Transformative investments that support the creation of Communities of Opportunities are a core principle.

Key commitments to highlight our intent, in no order or emphasis are:

- **FUTURE RETAIL USE TYPE:** We aim to focus on neighborhood scale retail opportunities that provide synergistic opportunities with each other and contribute to the activation of public amenity space uses and increase long term neighborhood resiliency, including walkability.
- **INCENTIVISATION:** EHA will provide substantial support as needed to ensure retail feasibility and competitiveness. This will include but is not limited to tenant improvement allowances, lease rate mitigation, and terms and conditions allowances as is necessary.
- **TIMELINE:** Timeline is dependent on PDO process approval, future phase entitlement process durations, market economic variables, and other considerations. A preferred timeline for retail tenancy is: (1) 2027-8 for the 1st phase; (2) end of the decade to early 2030s for 2nd phase.

The Everett Housing Authority appreciates the City of Everett's and Delta Neighborhood Association's longstanding collaboration with the Everett Housing Authority to expand opportunities in the Delta Neighborhood for public benefit.

Mary Swenson, Interim Executive Director
Everett Housing Authority
425-303-1195

Koren Smith
Koren Smith (Jun 20, 2024 11:24 PDT)

Koren Smith, Board Chair
Everett Housing Authority








LOI - Park District Retail

Final Audit Report

2024-06-20

Created:	2024-06-18
By:	Jaysen Garcia (jayseng@evha.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWvIEWURYJSfem2ZbiGDv_dO3wXiSzuLO

"LOI - Park District Retail" History

-  Document created by Jaysen Garcia (jayseng@evha.org)
2024-06-18 - 8:15:54 PM GMT
-  Document emailed to Koren Smith (korens@evha.org) for signature
2024-06-18 - 8:15:58 PM GMT
-  Email viewed by Koren Smith (korens@evha.org)
2024-06-20 - 6:23:36 PM GMT
-  Document e-signed by Koren Smith (korens@evha.org)
Signature Date: 2024-06-20 - 6:24:40 PM GMT - Time Source: server
-  Agreement completed.
2024-06-20 - 6:24:40 PM GMT



Service
Integrity
Respect
Community
Leadership
Wisdom
Creativity

LETTER OF INTENT
EVERETT HOUSING AUTHORITY'S WIGGUMS PARK PARCEL

June 4, 2024

This Letter of Intent details the Everett Housing Authorities (EHA) commitment regarding the future use and collaboration of EHA's Wiggums Park parcel. The EHA appreciates the community's longstanding use and interest in the preservation of recreational and open space opportunities at the land parcel. Our intent herein is to confirm our intent to collaborate with stakeholders including but not limited to the City, community, partners, and clients to further increase activated open space and social engagement opportunities in the Delta Neighborhood and the Park District.

As a mission driven Housing Authority, we commit our resources and efforts towards the execution of our Board directed 10 Year Strategic Plan. Transformative investments that support the creation of Communities of Opportunities are a core principle.

Key commitments to highlight our intent, in no order or emphasis are:

- **FUTURE USE TYPE:** We aim to focus on recreational and open use redevelopment opportunities that provide synergistic opportunities with existing adjacent neighborhood resources and future Park District public amenities. The EHA will collaborate with stakeholders regarding potential recreation uses, i.e., ball fields, community gardens, etc.
- **SALE FOR COMMERCIAL/HOUSING DEVELOPMENT:** EHA has no intention of selling the parcel for commercial development, housing or otherwise.
- **NON-RESIDENTIAL PUBLIC HOUSING:** The parcel is 'Non-Residential Public Housing'. Any future use, redevelopment, or ownership structure change requires HUD approval per federal regulations.
- **TIMELINE:** There is no current timeline towards redevelopment or changes at this parcel. A preferred timeline for recreational and open space-oriented redevelopment would be within this decade.

The Everett Housing Authority appreciates the City of Everett's and Delta Neighborhood Association's longstanding collaboration with the Everett Housing Authority to expand opportunities in the Delta Neighborhood for public benefit.

Mary Swenson, Interim Executive Director
Everett Housing Authority
425-303-1195

Koren Smith (Jun 20, 2024 11:25 PDT)

Koren Smith, Board Chair
Everett Housing Authority








LOI - Park District EHA Wiggums Parcel

Final Audit Report

2024-06-20

Created:	2024-06-18
By:	Jaysen Garcia (jayseng@evha.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdPHFbQovCU1j2Lr6pBjN5WoMkktQ3Tf8

"LOI - Park District EHA Wiggums Parcel" History

-  Document created by Jaysen Garcia (jayseng@evha.org)
2024-06-18 - 8:16:46 PM GMT
-  Document emailed to Koren Smith (korens@evha.org) for signature
2024-06-18 - 8:16:52 PM GMT
-  Email viewed by Koren Smith (korens@evha.org)
2024-06-20 - 6:24:54 PM GMT
-  Document e-signed by Koren Smith (korens@evha.org)
Signature Date: 2024-06-20 - 6:25:18 PM GMT - Time Source: server
-  Agreement completed.
2024-06-20 - 6:25:18 PM GMT



Service
Integrity
Respect
Community
Leadership
Wisdom

LETTER OF INTENT
PARK DISTRICT – WETLAND COLLABORATION

June 4, 2024

This Letter of Intent details our commitment to act as a lead co-participant towards the activation of the Wetlands area (currently owned by the Boys & Girls Club) into a conservation and education space. The Everett Housing Authority appreciates the community's interest in the activation and operational maintenance of this community environmental asset. Our purpose herein is to confirm our intent to collaborate with stakeholders including but not limited to the Boys & Girls Clubs of Snohomish County, City of Everett, Everett School District, community partners, and clients to bring this vision to fruition.

As a mission driven Housing Authority, we commit our resources and efforts towards the execution of our Board directed 10 Year Strategic Plan. Transformative investments that support the creation of Communities of Opportunities are a core principle.

Key commitments to highlight our intent, in no order or emphasis are:

- **LEADERSHIP:** We aim to mobilize stakeholders towards a united effort towards the transformation of the Wetlands into a conservation and education outdoor public amenity.
- **COLLABORATION:** It is anticipated that future collaboration between the Boys & Girls Clubs, City of Everett, Everett Housing Authority, Everett School District, surrounding community, and legislative stakeholders is necessary to transfer ownership, fund, project deliver, and operate the Wetlands as a community asset.
- **TIMELINE:** Discussion with the partners is currently underway. The Everett Housing Authority is willing to initiate collaboration in accordance with other stakeholder schedules and ability to participate.

The Everett Housing Authority appreciates the City of Everett, the Boys & Girls Club of Snohomish County, the Everett School District, and Delta Neighborhood Association's longstanding collaboration with the Everett Housing Authority to expand opportunities in the Delta Neighborhood for public benefit.

Mary Swenson, Interim Executive Director
Everett Housing Authority
425-303-1195

Koren Smith (Jun 20, 2024 11:23 PDT)

Koren Smith, Board Chair
Everett Housing Authority








LOI - Park District Wetlands

Final Audit Report

2024-06-20

Created:	2024-06-18
By:	Jaysen Garcia (jayseng@evha.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASrZt6Co-w4EFENy-Zbjtt9Za4MTHdldp

"LOI - Park District Wetlands" History

-  Document created by Jaysen Garcia (jayseng@evha.org)
2024-06-18 - 8:14:41 PM GMT
-  Document emailed to Koren Smith (korens@evha.org) for signature
2024-06-18 - 8:14:50 PM GMT
-  Email viewed by Koren Smith (korens@evha.org)
2024-06-20 - 6:11:00 PM GMT
-  Document e-signed by Koren Smith (korens@evha.org)
Signature Date: 2024-06-20 - 6:23:21 PM GMT - Time Source: server
-  Agreement completed.
2024-06-20 - 6:23:21 PM GMT

Everett Housing Authority Park District



Comprehensive Plan Amendment
Planned Development Overlay
Development Agreement
Street Realignment

Wetlands and Natural Area

Everett Housing Authority Letter of Intent



Service
Integrity
Respect
Community
Leadership
Wisdom

LETTER OF INTENT PARK DISTRICT – WETLAND COLLABORATION

June 4, 2024

This Letter of Intent details our commitment to act as a lead co-participant towards the activation of the Wetlands area (currently owned by the Boys & Girls Club) into a conservation and education space. The Everett Housing Authority appreciates the community's interest in the activation and operational maintenance of this community environmental asset. Our purpose herein is to confirm our intent to collaborate with stakeholders including but not limited to the Boys & Girls Clubs of Snohomish County, City of Everett, Everett School District, community partners, and clients to bring this vision to fruition.

As a mission driven Housing Authority, we commit our resources and efforts towards the execution of our Board directed 10 Year Strategic Plan. Transformative investments that support the creation of Communities of Opportunity are a core principle.

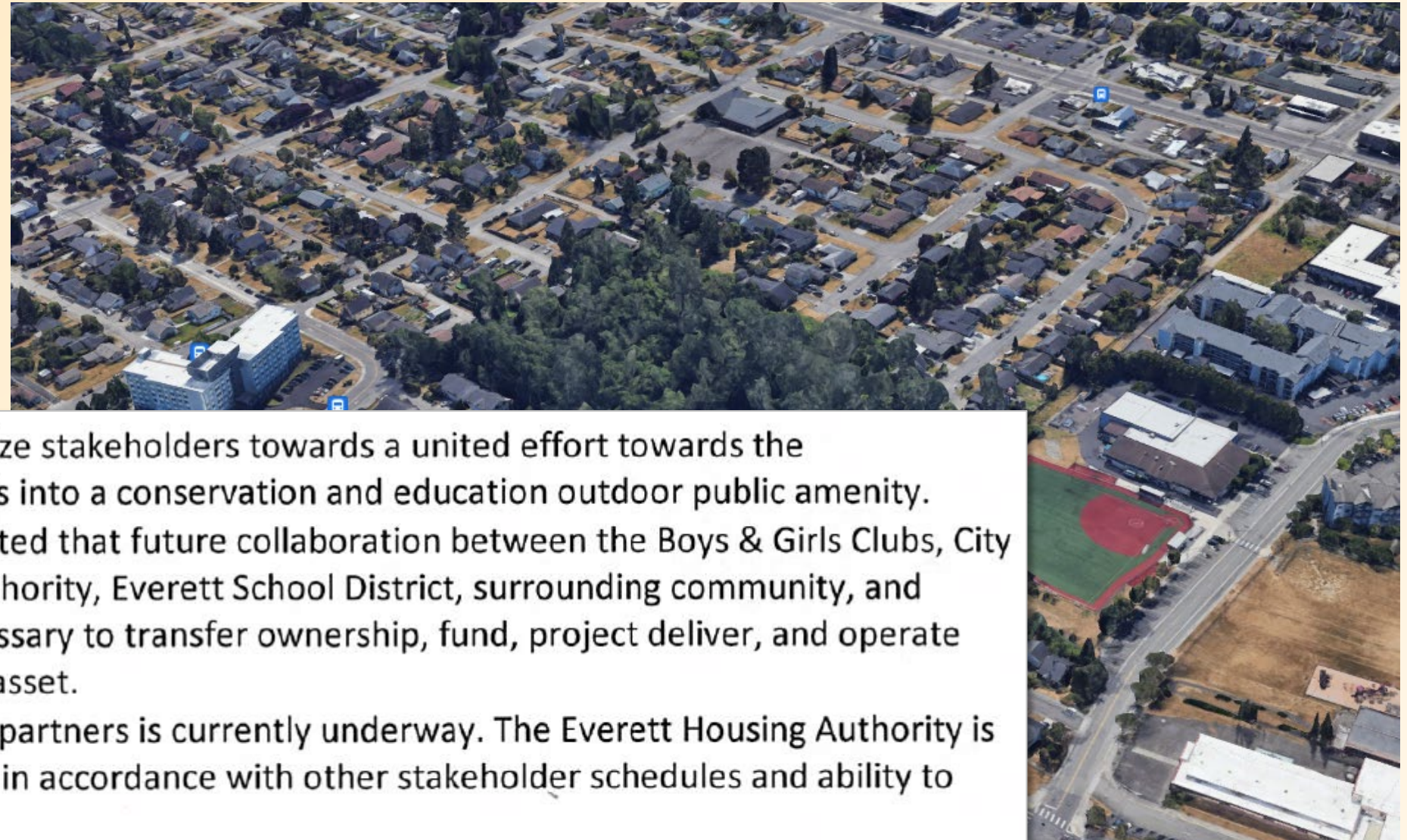
Key commitments

- LEAD: transform the area
- COLLABORATE: work with the community, legislative stakeholders, and the City of Everett
- TIMELINE: will initiate participation

The Everett Housing Authority, the City of Everett, and the Everett School District are committed to the benefit of the community.


Mary Swens
Everett Housing Authority
425-303-1195

Mailing: P.O. Box 1195



- **LEADERSHIP**: We aim to mobilize stakeholders towards a united effort towards the transformation of the Wetlands into a conservation and education outdoor public amenity.
- **COLLABORATION**: It is anticipated that future collaboration between the Boys & Girls Clubs, City of Everett, Everett Housing Authority, Everett School District, surrounding community, and legislative stakeholders is necessary to transfer ownership, fund, project deliver, and operate the Wetlands as a community asset.
- **TIMELINE**: Discussion with the partners is currently underway. The Everett Housing Authority is willing to initiate collaboration in accordance with other stakeholder schedules and ability to participate.

Wetlands and Natural Area

Amendment Sheet – (1) Ordinance Recital

The City recognizes the importance of natural open space and is willing to partner with EHA and other stakeholders to explore city acquisition of the wetland and natural area directly west of the Project and to explore options for interpretive the feasibility of an interpretive trail or viewpoint consistent with the wetland's environmental functions and values.



Pedestrian Connections

Amendment Sheet

(2) Revised Development Agreement Section 4.D.1

EHA to construct the following for credit against traffic impact fees:

- Baker Street west side sidewalk connection from Poplar to 15th Street
- Continuous sidewalk connection on the north side of 15th Street from Baker to Broadway
- 16th Street crossing improvement at Baker; including replacement of existing flashers with RRFBs.
- Continuous sidewalk improvements one or the other of:
 - 14th Street on one side from Pine to E. Marine View Drive; or,
 - 15th Street on north side from Pine to E. Marine View Drive.



Non-residential space activation and occupancy

Everett Housing Authority Letter of Intent



LETTER OF INTENT PARK DISTRICT RETAIL INCENTIVISATION

June 4, 2024

This Letter of Intent details Everett Housing Authorities commitment at the Park District that meet the needs of the community. The appreciates the community's interest in and concerns towards the po related to vacant retail as exists throughout the city and region. Our our commitment to collaborate with stakeholders including but community, retail partners, and clients to ensure activated retail amer

As a mission driven Housing Authority, we commit our resources and e execution of our Board directed 10 Year Strategic Plan. Transformative the creation of Communities of Opportunities are a core principle.

Key commitments to highlight our intent, in no order or emphasis are:

- **FUTURE RETAIL USE TYPE:** We aim to focus on neighborhood that provide synergistic opportunities with each other and cor public amenity space uses and increase long term neighborho walkability.
- **INCENTIVISATION:** EHA will provide substantial support as ne feasibility and competitiveness. This will include but is not limi improvement allowances, lease rate mitigation, and terms and is necessary.
- **TIMELINE:** Timeline is dependent on PDO process approval, fu process durations, market economic variables, and other cons timeline for retail tenancy is: (1) 2027-8 for the 1st phase; (2) e 2030s for 2nd phase.

The Everett Housing Authority appreciates the City of Everett's and De Association's longstanding collaboration with the Everett Housing Aut opportunities in the Delta Neighborhood for public benefit.


Mary Swenson, Interim Executive Director
Everett Housing Authority
425-303-1195


Karen Swenson
Everett Housing Authority

Mailing: P.O. Box 1547 Everett, WA 98206-1547 | Office: 3107 Colby Avenue Everett, WA 98201 | (425)258-9222

- **FUTURE RETAIL USE TYPE:** We aim to focus on neighborhood scale retail opportunities that provide synergistic opportunities with each other and contribute to the activation of public amenity space uses and increase long term neighborhood resiliency, including walkability.
- **INCENTIVISATION:** EHA will provide substantial support as needed to ensure retail feasibility and competitiveness. This will include but is not limited to tenant improvement allowances, lease rate mitigation, and terms and conditions allowances as is necessary.
- **TIMELINE:** Timeline is dependent on PDO process approval, future phase entitlement process durations, market economic variables, and other considerations. A preferred timeline for retail tenancy is: (1) 2027-8 for the 1st phase; (2) end of the decade to early 2030s for 2nd phase.



Non-residential space activation and occupancy

Amendment Sheet – (3) New Development Agreement Section 4.F

EHA will:

- (1) Sequence the building construction so that the building's retail/commercial space(s) are ready for leasing no later than six months after the residential spaces.
- (2) Use reasonable efforts to attract tenants for Project retail and commercial spaces, including without limitation using advertising and brokers as necessary.
- (3) Provide commercially reasonable rent and tenant improvement allowances and incentives



Non-residential space activation and occupancy

Amendment Sheet – (3) New Development Agreement Section 4.F

EHA will:

- (4) Maintain vacant space in good condition
- (5) If a Project retail or commercial space is vacant for more than six months, further maintain the attractiveness of the space
- (6) If at the end of the term of this Agreement a Project building has retail or commercial space with history of long-term vacancy, execute a binding document with provisions substantially similar to this Section 4.F.



THE PARK DISTRICT

Everett City Council Meeting



June 26, 2024



FUTURE 15 STORY BUILDINGS ON BROADWAY

**HOSPITAL
192 FT**

**FUTURE
15 STORY
BUILDING**

**FUTURE
15 STORY
BUILDING**

**12 STORY
+/- 152 FT**

**7 STORY
+/- 75 FT**

Artist's visualization of the development plan concepts that would meet the PDO development standards; final design including building and roof shapes and other features may vary.

THE PROJECT

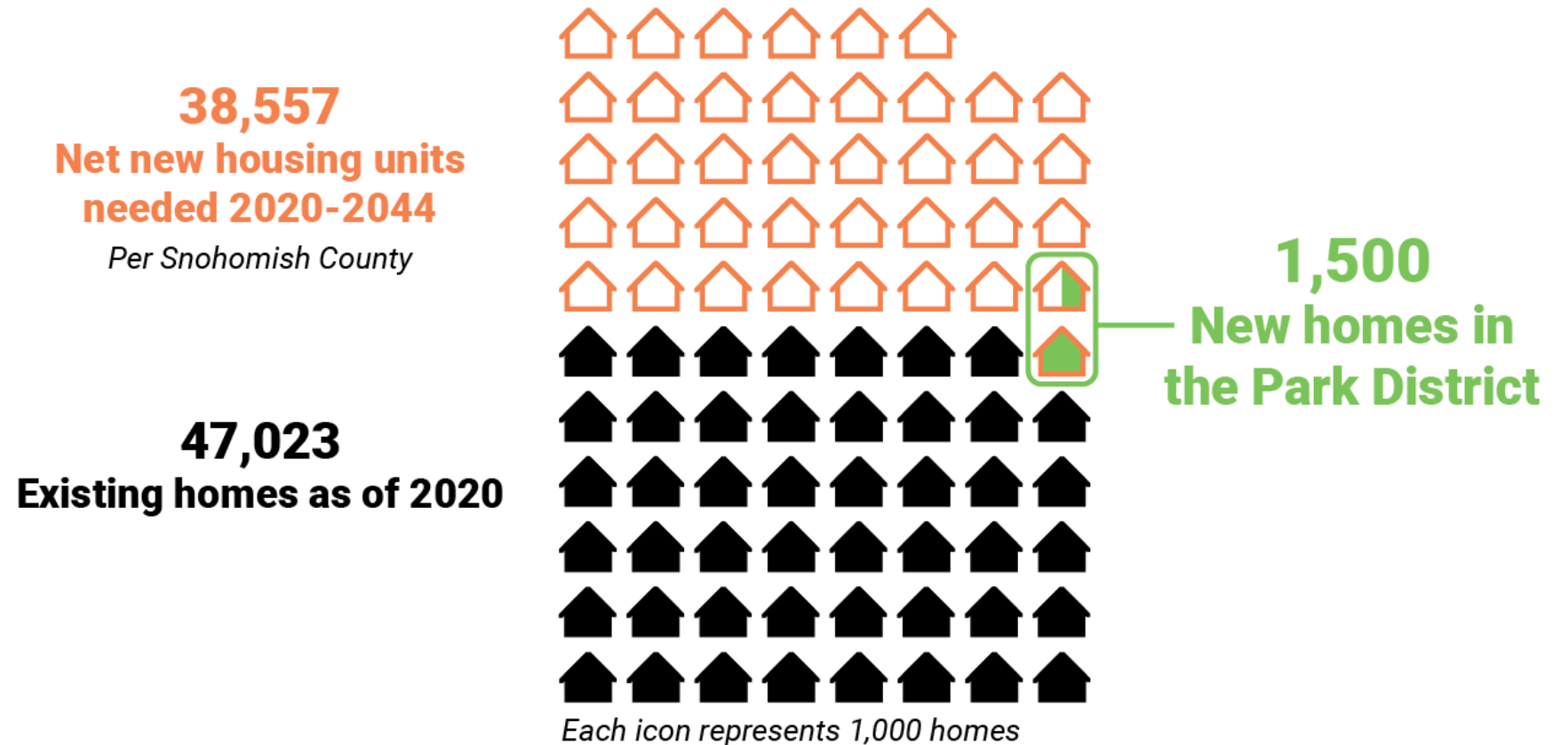


A new neighborhood heart

HOUSING

EVERETT NEEDS HOUSING

- Housing supply is homelessness prevention.
- Housing supply is essential to family and individual stability.
- Housing supply is public safety.



POSITIVE FISCAL IMPACTS

Contractor’s estimates of estimated capital costs for infrastructure and buildings that are part of the public benefits:

Capital Investments (Upfront)	Estimated Value
New streets/sidewalks	\$9,571,000
New, upgraded, and relocated public utilities	\$8,610,000
New park areas	\$6,928,000
Park and transportation impact fees	\$5,886,000
Retail and civic amenity space (70,600 SF over first two phases)	\$56,127,000
TOTAL CAPITAL INVESTMENTS	\$87,122,000

**Numbers may not total due to rounding*

New infrastructure includes:

- Streets: 0.9 miles
- Sidewalks: 1.6 miles
- Public utilities: 1.7 miles (water, sewer, storm)
- Park areas and open space: 1.5 acres

POSITIVE FISCAL IMPACTS

Estimates of a sample of the value of ongoing public benefits:

Public Services (Ongoing)	Estimated Value
339 vulnerable people housed (139 units x 2.44 PPH x \$10,000 public safety and social benefit)	\$3,390,000
100 student capacity for tuition-free early education (\$1,500/month)	\$1,800,000
Park area maintenance	\$15,000
SUBTOTAL PUBLIC SERVICES (ANNUAL)	\$5,205,000
15 YEARS OF PUBLIC SERVICES	\$78,077,000

**Numbers may not total due to rounding*

Other ongoing public benefits include childcare, tween drop-in, art center services. Estimated value TBD.

WHY SUPPORT THIS PLAN

SUPPORTING THE PLAN – A Unique Partner

EHA operates within a much different model than for-profit developers:

EHA's mission is to provide needed housing and support community.

- ✓ **Fully aligned with the City of Everett's Rethinking Housing Plan**
- ✓ **Much needed housing with a range of affordability**
- ✓ **Infrastructure paid for by the development**
- ✓ **Active public park space maintained and programmed by EHA**
- ✓ **A walkable neighborhood**
- ✓ **Environmentally sound housing types**
- ✓ **Local retail and services**
- ✓ **Childcare and daycare for the neighborhood**
- ✓ **Jobs**

SUPPORTING THE PLAN - DNA led commitments

- 1. Building Heights:** EHA has amended the PDO to lower the height of the tallest buildings to 12 stories.
- 2. Emergency Services Cost:** Through a special agreement, EHA will pay for City provided emergency services (Fire & Police).
- 3. Community Spaces:** EHA will offer space to organizations to provide community services to the neighborhood & surrounding communities such as Bezos Academy, YMCA, Schack Art Center, Boys & Girls Clubs, etc. It will take work on the part of the community and partners to make these services a reality, but those connections are already being made.
- 4. Residential Parking Zones:** City Administration agreed that they will monitor parking impacts during each phase of construction. The City shall be responsible to reach out to pre-existing residents to gauge any impact and implement a residential parking zone as requested by pre-existing residents.
- 5. Pedestrian Connections:** The City Administration and EHA will work to improve sidewalk and ADA connections along 15th Street and possibly more via tra.
- 6. Preserve Wiggums Hollow Park:** EHA provided a Letter of Intent that they intend to preserve the use of the parcel for recreational and open space use opportunities for the coming decade at minimum.
- 7. Preserve and Improve Delta's Wetlands:** EHA provided a Letter of Intent to commit to collaborate with Boys & Girls Club and the City of Everett to preserve and improve the wetlands.
- 8. Retail Vacancy:** EHA provided a Letter of Intent that expresses their commitment to deliver retail amenities that meet the needs of the community and ensures occupancy remains stable.



Artist's visualization of the development plan concepts that would meet the PDO development standards; final design including building and roof shapes and other features may vary.

Project title: Everett Housing Authority Park District Development
Comprehensive Plan Amendment

Council Bill # *interoffice use*

CB 2406-11

Agenda dates requested:

Briefing	6/12/24
Proposed action	6/26/24
3 rd Reading	7/10/24
Consent	
Action	
Ordinance	X
Public hearing	6/26 & 7/10/24
X Yes	No

Budget amendment:

Yes	X	No
-----	---	----

PowerPoint presentation:

Yes	X	No
-----	---	----

Attachments:

Ordinance

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8731

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Everett Housing Authority Park District Development

Partner/Supplier: Everett Housing Authority

Location: Former Baker Heights – 16 acres centered on 13th St. and Hemlock St.

Preceding action: Built Environment Committee Briefing: [2/14/24](#), [11/8/23](#), [7/12/23](#)

Fund: N/A

Fiscal summary statement:

No fiscal impact.

Project summary statement:

The proposed development program for the Park District includes buildings that range from two-story townhouses to mixed use buildings with up to twelve floors. The comprehensive plan land use element includes a table associated with policy 2.11.1 that restricts building intensity to up to 10 stories for areas designated Multifamily Residential on the comprehensive plan land use map.

The proposal includes an amendment to this table to allow buildings up to fifteen stories in the Multifamily Residential land use designation in a planned development overlay, which would support more space for open space and amenities while maintaining the number of housing units in the development program.

Everett Housing Authority applied for a specific amendment in summer 2023 and the city council directed that the application be addressed “prior to the periodic update and along with the pending Park District development review process” ([Resolution 7924](#)).

Recommendation (exact action requested of Council):

Adopt Ordinance adopting an amendment to the Everett Comprehensive Plan.



ORDINANCE NO. _____

An ORDINANCE Adopting an amendment to the Everett Comprehensive Plan

WHEREAS,

- A.** The City of Everett maintains a comprehensive plan under the Growth Management Act (GMA) and last conducted a periodic review and update of the plan in 2015 with annual amendments adopted since then; and
- B.** Consistent with GMA requirements, the city reviews proposed amendments to the comprehensive plan concurrently as part of an annual docket to facilitate public participation and better understand the cumulative effect of various proposals; and
- C.** The city issued a public notice on April 20, 2023 requesting applications be submitted no later than June 12, 2023 for any proposed comprehensive plan and associated development regulation (e.g., zoning) amendments; and
- D.** The City of Everett initiated its initial comprehensive plan amendment review process on June 13, 2023, which included consideration of three site specific comprehensive plan land use designation map and zoning map amendments, and six text amendments to the comprehensive plan and Unified Development Code Title 19; and
- E.** The Everett City Council directed, via Resolution 7924, that the Everett Housing Authority specific amendment request be addressed prior to the periodic update and along with the pending Park District development review process; and
- F.** The Planning Commission reviewed the Project planned development overlay, including holding briefings on May 16, 2023, November 7, 2023, and December 5, 2023, and a public hearing and deliberations on February 20, 2024, continued to March 5, 2024; and
- G.** The Planning Commission recommended changing the wording from that in the original proposal to remove a minimum development size for the higher height authorized by the proposal; and
- H.** The Planning Commission, after hearing from the public and deliberating, voted to approve Resolution 24-01 on March 5, 2024, recommending the city council approve the comprehensive plan amendment contained in this ordinance, with the recommended change; and
- I.** The city determined that this proposed Comprehensive Plan amendment is part of an action subject to the requirement for an Environmental Impact Statement (EIS) under the State Environmental Policy Act (SEPA); and

- J. The city assumed lead agency status for SEPA and agreed to EHA's recommendation for a consultant team to perform work on the EIS; and
- K. The city's responsible official issued a Determination Significance on February 1, 2023; and
- L. The city's responsible official issued a Draft EIS on October 25, 2023; and
- M. The city's responsible official issued a Final EIS on February 5, 2024; and
- N. Notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on February 16, 2024 and a letter of receipt was received the same day; and
- O. The amendments contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
- P. The amendments contained in this ordinance are consistent with and supportive of the multicounty planning policies in VISION 2050; and
- Q. The amendments contained in this ordinance are consistent with and supportive of the countywide planning policies; and
- R. The comprehensive plan amendments contained in this ordinance were prepared following the procedural requirements in RCW 36.70A.130 and WAC 365-196-640; and
- S. The amendments contained in this ordinance are consistent with and supportive of goals, objectives, and policies in the city's comprehensive plan, including the following findings related to goals and objectives in the land use and housing elements:
 - 1. Taller buildings can provide additional choices for safe and decent housing in Everett. Limiting taller buildings to developments using a Planned Development Overlay also provides additional oversight and methods to minimize impact to existing single-family neighborhoods and be compatible with and complementary to surrounding land uses.
 - 2. The land use element calls for the city to efficiently use land, energy resources, transportation facilities, and public facilities and services; assure a wide range of housing opportunities throughout the entire community; and assure that multiple family developments integrate with and enhance the neighborhoods in which they are permitted. The plan encourages additional choices for safe and decent housing in Everett. Limiting taller buildings to developments using a Planned Development Overlay also provides additional methods to minimize impact to existing single-family neighborhoods and be compatible with and complementary to surrounding land uses; and
- T. The comprehensive plan amendments contained in this ordinance were prepared following the procedural requirements in EMC 15.02.095 and EMC 15.02.700; and
- U. The City Council considered the factors in EMC 15.03.400 in reviewing the proposed comprehensive plan policy amendment in this ordinance and approved the Comprehensive Plan Ordinance in part based on findings that:

1. Circumstances have recently changed and new information is available in relation to this proposal:
2. October 2020, the Puget Sound Regional Council adopted VISION 2050, establishing new multicounty planning policies and a regional growth strategy which calls for Everett, a Metropolitan Center regional geography, to plan for and accommodate 20% of the population growth in Snohomish County through 2050.
3. In September 2021, the Snohomish County Council adopted the 2021 Snohomish County Buildable Lands report, which indicated a shortfall in housing capacity in Everett ("Key results: ... There is a significant 2035 population capacity shortfall within the City of Everett"), which puts Everett into a so-called reasonable measures framework (see RCW 36.70A.215 and appendix D of the Countywide Planning Policies) that requires actions to address the capacity shortfall.
4. In June 2023, Snohomish County Tomorrow and the Snohomish County Council completed adoption of a new housing growth target (appendix B, Table H2 of the Countywide Planning Policies) for Everett of 38,557 new housing units in Everett by 2044 at a range of affordability levels. This target further exceeds Everett's buildable housing capacity and requires actions to address the capacity shortfall as part of, or prior to, the comprehensive plan periodic update.

V. On April 17, 2024, the Everett City Council held a public hearing, after proper notice, and considered public comment and the entire record related to the comprehensive plan amendment contained in this ordinance; and

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Amend the City of Everett Growth Management Comprehensive Plan Land Use Element, Section 2.11 Building Intensity Land Use Policies, as indicated in Exhibit 1.

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

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

Exhibit 1: Everett Comprehensive Plan Land Use Element Amendments

2.11 Building Intensities Land Use Policies

The Growth Management Act requires that the Land Use Element include population densities and building intensities.

Policy 2.11.1 The densities, lot coverage and building intensities are expressed in a range in the following table. Permitted densities and building intensities in specific zones are regulated by the zoning code. Permitted density and building intensities will vary by zoning districts. There may be multiple zones within a specific land use designation listed in the table. Not all zones will be allowed to develop to the maximum intensities stated in the table.

LAND USE DESIGNATION	POPULATION DENSITIES	BUILDING INTENSITY	AREA (AC) DESIGNATED
Residential, Single Family	5 to 15 units per gross acre	<ul style="list-style-type: none">• No more than 40% lot coverage• Up to 3 stories	11,415 acres 32%
Residential, Multifamily	15 to unlimited units per gross acre	<ul style="list-style-type: none">• No more than 95% lot coverage• Up to 10 stories, <u>or</u> <u>15 stories in a planned development overlay</u>	2,238 acres 6%
Metropolitan Center	15 to unlimited units per gross acre	<ul style="list-style-type: none">• Unlimited lot coverage• Up to 25 stories	672 acres 2%
Commercial Mixed-Use	15 to unlimited units per gross acre	<ul style="list-style-type: none">• Unlimited lot coverage• Up to 10 stories	2,155 acres 6%
Industrial	0 to 15 units per gross acre	<ul style="list-style-type: none">• Unlimited lot coverage• Up to 8 stories	5,143 acres 15%
Local Resource Lands	0 to 2 units per gross acre	<ul style="list-style-type: none">• No more than 40% lot coverage• Up to 3 stories	14,357 acres 40%



City Council Agenda Item Cover Sheet

Project title: An Ordinance Vacating Larch, Hemlock, and Fir Streets Lying South of 12th Street and North of 14th Street in the Plat of Baker Heights.

Council Bill # *interoffice use*

CB 2406-12

Agenda dates requested:

Briefing 6/12/24
Proposed action 6/26/24
3rd Reading 7/10/24
Consent
Action
Ordinance X
Public hearing 6/26 & 7/10/24
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Parks & Facilities, Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8731

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Street Right-of-Way Vacation Ordinance

Partner/Supplier: Housing Authority of the City of Everett

Location: 1200 and 1300 block of Larch, Hemlock, and Fir Streets .

Preceding action: [12/13/2023 Resolution 7964](#), [02/07/2024](#) Public Hearing

Fund: None

Fiscal summary statement:

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

Project summary statement:

On December 13, 2023 City Council adopted [Resolution No. 7509](#) setting a public hearing date of February 7, 2024 to hear and determine the petition for the vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the plat of Baker Heights

After holding the public hearing and receiving public comments, City Council determined that the public interest would best be served by granting the petition and vacating the street rights-of-way. The proposed Ordinance provides for said vacation.

Recommendation (exact action requested of Council):

Adopt an Ordinance vacating Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the Plat of Baker Heights.



ORDINANCE NO._____

An ORDINANCE providing for the vacation of Larch, Hemlock, and Fir Streets lying south of 12th Street and north of 14th Street in the plat of Baker Heights.

WHEREAS,

- A. Everett Housing Authority, owner of the Baker Heights Plat (the “Petitioner”), has petitioned for the vacation of certain rights of way in the City of Everett in connection with its redevelopment of the plat (the “Project”).
- B. The City Council, by Resolution No. 7964, established February 7, 2024, at 6:30 p.m. as the date of the public hearing.
- C. After holding the public hearing, the City Council determined that the public interest would best be served by granting the petition and vacating the rights of way as provided for in this ordinance, subject to terms and conditions set forth below.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN

Section 1:

The following described rights-of-way:

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

CONTAINING 112,587 SQ FT MORE OR LESS

are hereby vacated subject to the following terms and conditions:

- A. The City of Everett shall not be responsible nor liable for storm drainage runoff resulting from existing drainage patterns as established on City rights-of-way that may currently, or in the future, go over, under or across the vacated rights of way.
- B. All City of Everett improvements within the vacated rights-of-way are the property of the Petitioner on a strictly AS-IS basis. With respect to improvements or facilities of other utilities (such as Snohomish County PUD, Puget Sound Energy, Comcast or Ziply) in the vacated rights-of-way, the Petitioner is solely responsible for obtaining any necessary permissions from each utility before any disturbance of that utility’s improvements or facilities.
- C. Compensation to the City of Everett from the Petitioner for the vacated right-of-way shall be in the form of new right-of-way of equivalent value, dedicated during the first Project phase

in accordance with the Project development agreement between the City and Petitioner. Petitioner acknowledges that the City may withhold Project certificates of occupancy until such right-of-way is so dedicated.

Section 2:

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 3:

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 4:

This ordinance shall be recorded within the Snohomish County Auditor's Office.

Section 5:

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

From: Yorik Stevens-Wajda
Sent: Thursday, June 20, 2024 7:56 AM
To: Aiyana Thompson; Angela Ely
Subject: FW: [EXTERNAL] Written Testimony: June 26th Public Hearing for the Park District rezone.

Follow Up Flag: Follow up
Flag Status: Completed

Category 2: Sensitive information

Good morning Aiyana, please add the comment below to the Park District webpage. Angie how should we handle transmitting the comment to the council? Do you normally wait and send all comments in batches or forward them as they come? I don't think we'll have lots and lots of comments on this item but I do expect a few more. Please send ones that you receive to us for inclusion on the website too. Thanks!

Yorik

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

From: Tina Vlasaty <CVlasaty@lisc.org>
Sent: Wednesday, June 19, 2024 4:57 PM
To: Yorik Stevens-Wajda <YStevens@everettwa.gov>
Cc: Bobby Thompson <bobbythompson@housingsnohomish.org>; Jason Morrow <jasonm@evha.org>; Lauren McGowan <LMcGowan@lisc.org>
Subject: Written Testimony: June 26th Public Hearing for the Park District rezone.

Hello Yorik –

Our team is unable to attend the public hearing in person for the Park District rezone, but wanted to provide you with written testimony in support of the project. Please let us know if you are able to enter the testimony below into the record or if there is another way to submit it.

Best,
Tina

LISC Puget Sound is a leading community development financial institution dedicated to empowering underserved communities. With over 30 years of experience in the Puget Sound area, we focus on affordable housing, economic justice, and wealth-building opportunities. As you are aware, our region has a housing crisis due to decades of underproduction of housing units at all income levels. Everett Housing Authority's Park District project will create 1500 mixed-income units, providing new housing options for North Everett's Delta Neighborhood. LISC supports this project and the rezoning required to bring it to fruition.

Tina Vlasaty, Deputy Director

Pronouns: She/Her

LISC Puget Sound | Local Initiatives Support Corporation

T 206.898.3064

www.lisc.org



reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this e-mail in error, please contact the sender and delete the material from any computer.

From: Errin Reynolds <treasurer@walandlord.com>
Sent: Friday, June 21, 2024 2:08 PM
To: DL-Council
Subject: [EXTERNAL] Minimum wage

Follow Up Flag: Follow up
Flag Status: Completed

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

Our minimum wage should not follow Seattle! Small businesses cannot afford this wage increase. We are not Seattle, we Don't have the job force to take these increases! Drive us out of business & out of this State!

Errin L Reynolds
WLA Treasurer
Landlord Law Group PLLC
All American Property Services LLC
425.353.0500

From: Angela Jolley <anggiboney@yahoo.com>
Sent: Friday, June 21, 2024 3:33 PM
To: DL-Council
Subject: [EXTERNAL] No minimum wage increase

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.

Dear council members

Thank you for your service. Please do not approve a minimum wage increase.

The minimum wage in our state and in Everett is already so high that people are being driven from jobs and being replaced. Restaurants are choosing to not be open as many hours because they can't afford to pay at the rate of our current minimum wage, and have people still come to their establishments. It's not just restaurants for many small businesses minimum wages are too high. If Everett does choose to do this, they will be driving businesses away, and they'll be driving jobs away..

Minimum was is not meant to be a living wage and never has been. It is a place to start when you are living with family of friends that also work. It is the wage to start and work their way up as they add more value to the company .

Sent from my phone please forgive brevity and typos.

I appreciate you!

[Click here to schedule a meeting](#)

Angela Jolley, CFP®, CKA®

Mukilteo, WA 98275

Cell: 206-354-5836

From: jesse avilla <jjavilla@msn.com>
Sent: Friday, June 21, 2024 5:50 PM
To: Angela Ely
Subject: Re: [EXTERNAL] Increased minimum wage.

Thanks for the quick response. My SAY probably doesn't count as I live Near Lake Goodwin which happens to be a Stanwood Zip.

My address anyway. 14916 W lake Goodwin Rd Stanwood. 98292.

Just another tidbit my 19 year old daughter worked at Target last year as a seasonal worker. Got laid off this Jan. Can't find another job. Target is not hiring?

Thanks again.

Jesse

From: Angela Ely <AEly@everettwa.gov>
Sent: Friday, June 21, 2024 3:44 PM
To: jesse avilla <jjavilla@msn.com>
Subject: RE: [EXTERNAL] Increased minimum wage.

Category 2: Sensitive information


Thank you for submitting your email to Council.

If you are wanting your email to be submitted as written comment for the record at the June 26 Council meeting, I would need confirmation of your city of residence.

The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.

Sincerely,
Angela

 **Angela Ely**
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
EVERETT everettwa.gov | [Facebook](https://www.facebook.com/everettwa) | [Twitter](https://twitter.com/everettwa)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

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

From: jesse avilla <jjavilla@msn.com>
Sent: Friday, June 21, 2024 2:32 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Increased minimum wage.

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.

I am 68 years old and retired. I worked 18 years at Walmart here in Arlington Wa. From my experience of wage increases it doesn't help the employees. I have seen my hours reduced and fewer associates hired to do the same amount of work. Store cleanliness, customer service and attitude declined. Most of the time our wages didn't change. While new associates with no experience earned a few dollars less than us. On average most of them quit or decided to move on as the work was too hard.

No employer is going to increase his/her entire staff wages to make it fair. Min wage increase doesn't benefit anyone except new hires and people working below min wage. Prices increase, hours are cut and work load increases. Associate Benefits are not cheap. Dental \$40, Vision \$15, Healthcare \$300-\$400 a month. A lot of my friends said nearly 40 percent of their paycheck went to benefits.

With reduced hours you get fewer Paid Holidays (holiday pay was based upon how many hours you worked that pay period). At one time Holiday pay was automatic. Now it's based on how many hours you work. Walmart never closed on Thanksgiving, now they do. Christmas used to be a time to work extra shifts, not anymore. Stores would rather be short handed than pay extra wages.

Where is the incentive of getting a better job or getting a better education. Hey I work at Walmart 20 hrs a week.

Imagine if you have worked at a job for 12 years earning \$19 an hour. Here comes new hire \$20 an hour no knowledge/experience. Oh the company decides to compensate you. Your wage is now \$20.75 and your hours are cut.

Just my feelings. No fast food or retail sales job will ever buy a house or a brand new car.

Jesse Avilla

javilla@msn.com

From: dansa@comcast.net
Sent: Friday, June 21, 2024 7:41 PM
To: DL-Council
Subject: [EXTERNAL] Minimum Wage

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.

Dear Council Members,

I am not an Everett resident but increasing the minimum wage will affect all of us. Please do not do this. Minimum wage is for part-time, entry level people i.e. students, those with no experience, etc. Minimum wage jobs are not intended to feed a family. We start, learn, get experience and move on to a better paying jobs. This is a good system so please do not change it.

Sandy Higgins
Edmonds

From: DONALD PETER <donaldp559@comcast.net>
Sent: Saturday, June 22, 2024 3:16 PM
To: DL-Council
Subject: [EXTERNAL] Minimum Wage Hike Proposal

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.

Dear Sirs,

California tried a big boost to minimum wage and that is helping to weaken that state's economy by reducing hours for workers, driving up costs for businesses like restaurants, and increasing menu prices so fewer customers choose to eat there. In some cases it is forcing businesses to close by squeezing already-thin profit margins. Don't repeat this error!

Lower starting wages: (1) do not last long if the person applies themselves to improve, (2) most always applies to younger, lower-cost-of-living people who need to get work experience without 'breaking the bank' for would-be employers, (3) does not artificially boost wages without a boost in productivity, that feeds inflation, with the end being not in increase in real earning power, but a decrease.

To do this kind of boost, even higher than Seattle, will be like eating candy: for a short time you get a boost, but in the end it leaves you with a worse energy deficit because of its short term effects. The same will be true for this issue: for awhile (maybe) things will look okay, but in time it will produce a worse result for everyone.

Sincerely,
-Don Peter
Lake Stevens

From: Luk Blackwell <lblackwell@pierreauto.com>
Sent: Monday, June 24, 2024 10:17 AM
To: DL-Council
Subject: [EXTERNAL] Minimum wage increase

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.

I am the Executive Director of Pierre GMC in Everett (formerly Revord) and just learned about the proposed Minimum Wage increase Everett is considering. As I am sure you know, the retail auto industry is under extreme pressures being a very thin margin-based business and having to carry the expense of high dollar value items. The carrying cost increases coupled with our B&O taxes on selling price regardless of profit are enough of a challenge to deal with. If we had to increase the cost of our lower skilled staff members it would result in having to eliminate several positions and lay staff off which we very much do not want to do.

Please feel free to reach out to me directly if you would like to discuss this or anything related to our business and please do not allow this proposed increase to occur.

Regards,

Luk Blackwell
Pierre GMC

THESE CONTENTS ARE CONFIDENTIAL AND MAY BE PRIVILEGED, DO NOT FORWARD WITHOUT AUTHORIZATION. This communication may contain privileged or other confidential information and is intended solely for the use of the individual or individuals to whom it is addressed. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. You should not, directly or indirectly, use, disclose, distribute, print or copy any part of this message if you are not the intended recipient.

From: Tom Lane <tlane16@outlook.com>
Sent: Monday, June 24, 2024 7:56 PM
To: DL-Council
Cc: Luk Blackwell; Tod Johnson; Buzz Rodland; Allison@rodlandtoyota.com; Lindsay Crow; Matt Mead; Greg Rairdon; Roryk@kleinhonda.com; rjorgensen@leejohnson.com; jmeek@leejohnson.com; Ward Fleishman; Cbrown@harnishautofamily.com
Subject: [EXTERNAL] Tom Lane- Legislation Proposal Opposition

Follow Up Flag: Follow up
Flag Status: Completed

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

Everett City Council,

I am writing today to convey my opposition to the potential legislation increasing Everett's minimum wage.

While Minimum Wage laws are a well-intentioned measure to counter the high cost of living and recent rampant inflation, this policy will actually have a significantly negative impact on many of the team members at our Everett Dealership.

The auto dealership community takes pride in the fact that we employ hundreds of non-college educated staff. We provide low skill, beginning, and first time jobs to encourage interest in our industry. We first train people How To Work and then invest in them the skills they need to launch a career. When mandated wages outweigh the potential benefit for beginner jobs at a business, we have no option but to no longer offer those jobs.

For over 70 years, my family has operated auto dealerships in Everett. Along with many other local dealers, we have been stalwart supporters of our community and its most pressing needs. A city's competitive business environment is crucial for private employers to succeed. Shrinking margins and higher interest rates are already compressing our industry such as I haven't seen in decades. Everett's auto dealers compete for customers with surrounding communities and we need the city of Everett to provide a fair playing field for us to be on.

Rather than encouraging additional mandates, I encourage the city to partner with local businesses to craft policies that encourage local investment and employment growth.

Thank you for serving the citizens of Everett,

Sincerely,

Tom Lane
Dwayne Lane's Everett Chrysler Dodge Jeep Ram

From: [Angela Ely](#)
To: [Marista Jorve](#)
Cc: [DL-Council](#); [David Hall](#); [Jennifer Gregerson](#)
Subject: FW: [EXTERNAL] Everett City Council Comments 6/26/2024 John Peeples Main Points
Date: Wednesday, June 26, 2024 6:03:07 PM

Category 2: Sensitive information

Could you please include the email below as written comment for the record this evening?

Thanks!
Angie

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

From: John Peeples <jethro302@yahoo.com>
Sent: Wednesday, June 26, 2024 5:51 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Everett City Council Comments 6/26/2024 John Peeples Main Points

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.

Good Afternoon Everett City Council,

Here are the main points I'd like to share with you this evening.

I'm still opposed to the plan to install the Flock devices in various places around town. The sincere desire to reduce crime in certain neighborhoods is admirable. However, the current plan casts too wide a net and puts innocent people on the official record against their wishes.

Besides putting up the devices, there doesn't appear to be a plan for achieving success or even defining what that success looks like.

A proper, American-worthy, liberty-honoring plan would include:
A target crime reduction amount - specific illegal acts with specific reduction targets;
Data analysis methodology;
Data presentation preview with examples;
Specific courses of action given specific-named results - If this crime reduced that amount, then do X. If that crime reduced this other amount, then do Y;
Explicit basic, minimum criteria to be met in order for the city to decommission the Flock equipment and remove it; and,
Explicit consequences for municipal employees who mishandle any records.

This information should be posted at a link readily noticeable from the city's home web page.

All this said, I actually do approve the use of license plate scanners strictly for the use of locating stolen vehicles. This is okay because the LPS travels with the human police officers either mounted on their cruisers or hand held and works to alleviate the tedium of looking at hundreds of license plates during a shift. To be civically and morally straight, the computer software must compare the scanned plate with the list of reported stolen vehicle plates and immediately delete the record if there is not match. Non-

matches should never be retained for even a millisecond longer than it takes to determine a match.

The difference is that the LPS relieve a burden on the human police officers in performing the public service of locating stolen property whereas the fixed-location Flock scanners exceed human capability (ie they allow the city to cheat).

Laws passed by fallible human beings on the city council should be enforced, as a public service, by similarly fallible human police officers.

The burden is on the government to prove wrong-doing on the part of the citizen. The burden is NOT on the citizen to prove his innocence.

Happy Fourth of July!

Good day,
John Peeples, for Caesar Rodney's Horse
Silver Lake, Everett
jethro302@yahoo.com
(240) 434-6817

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Wednesday, June 26, 2024 5:55:11 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.

City Council virtual public comment registration form

Instructions

All community participants must fill out the online speaker sheet completely. For assistance, please contact the council office at 425-257-8703 or Aely@everettwa.gov.

Participants must submit this form at least 30 minutes prior to the meeting (by 6 pm).

After the public comment form is submitted, the community member will receive an email confirmation with the Zoom link and phone number to the meeting.

Forms submitted after that time will not receive the Zoom link/number to speak, but may still participate the day of the meeting by submitting comments to Council@everettwa.gov.

I understand	I have read the form instructions and understand
First and last name	John Peeples
Address	Everett, Washington
District	District 5
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	jethro302@yahoo.com
Phone number	(240) 434-6817
Agenda date	6/26/2024
What is the topic you wish to speak about?	Public comment

Please be specific
about the topic of your
public comment

Flock surveillance equipment

Participating in a city council meeting:

1. Each person is responsible for their internet or phone connection to the meeting; no action will be invalidated on the grounds that the loss of or poor quality of a person's individual connection prevented him or her from participating in a meeting.
2. Participants need to join by the beginning of meeting for non-agenda items or before their agenda item they wish to speak about.
3. All speakers must respect the 3-minute time limit to allow everyone an opportunity to speak.
4. The meeting host will give participants the ability to unmute themselves and turn on their camera when it is their time to speak.
 - Participants will mute their microphone when not speaking.
 - Participants connecting via the Zoom app are expected to turn on their device's camera when it is their turn to speak, if possible.
5. Speakers must connect to Zoom using the same name or phone number listed on this form in order to be called on when it is their time to speak.
6. City staff may direct the muting or temporarily disconnect a participant if the subject is disruptive, makes inappropriate remarks or speaking when not recognized.
7. The following comments are not allowed: comments on any kind of campaigning – whether for or against ballot measures or candidates running for office; comments focused on PERSONAL MATTERS that are unrelated to City business.
8. Those who wish to listen to the council meeting by phone (and not provide comment), you may call 425-616-3920 conference ID 724 887 726#. This line will be silent until the meeting begins.
9. Once public comments are completed, Zoom will be closed, but you may continue to watch the meeting by going to [City of Everett - YouTube](#).

I agree

I have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)



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: 6/26/24

NAME (required): Marian Robinson

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

EMAIL (optional): marian.robinson@gmail PHONE (optional): 425-239-6776

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: Colby Strip Trees



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: 6/26/24

NAME (required): ALAN Miller

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

EMAIL (optional): _____ PHONE (optional): 425 422 2392

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: stop sign 21st & Buckle

Buckley

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.



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: 4/26/2024

NAME (required): Donna Moulton

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

EMAIL (optional): donnamolton@housinghope.org 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 #: 15

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

6/26/24

Good evening,

First item.

I am present tonight to get an update to a request of a four way stop at 21st and Rucker.

Second item.

I have recently been educated about the runner invasive Bamboo.

My neighbor is at wits end on how to address the invasive Bamboo that originated on her neighbor's yard and has overrun her house and yard and the bamboo is traveling down into Forgotten Creek of which is City of Everett Property. I will give you contact information on addresses on Tulalip Avenue by a phone call to me.

Third item. Invasive Bamboo across from my property at 24th and Pine.

Runners are at the curb and will travel under the street and affect surrounding properties.

How can the City protect property owners from neighboring properties that have planted Bamboo improperly allowing the Bamboo to travel.

The city must react before Forgotten Creek is clogged with this invasive plant, and by informing/ or restricting this form of invasive bamboo.

Alan Miller 425-422-2392

What type of pro are you looking for?

Zip Code

Find Pros



Bamboo is a trendy star of the eco-friendly construction movement, with a wide variety of flooring, furniture and other items being manufactured from the strong, fast-growing grass. However, bamboo production should be left to commercial growers. Bamboo's hardiness and rapid growth make it a problematic plant for most yards. Here are the top five reasons not to plant bamboo in your garden.

1. Bamboo can spread into neighboring yards.

Many homeowners plant bamboo to create a fast-growing privacy screen around their home. Ted Jordan Meredith, author of *Bamboo for Gardens*, notes that some bamboo species grow more than three feet per day. Bamboo can spread as quickly as it grows, and it doesn't respect fences or property lines.

Bamboo grows particularly vigorously when adjacent to irrigated lawns and gardens or in low-lying areas that collect water. Instead of just blocking the view of nosy neighbors, you could be turning your property line into a war zone by planting bamboo.

Some bamboo species may even be categorized as noxious weeds, meaning a neighbor could legally force you to remove your bamboo. You could also be liable for the cost of any damage to the neighbors' property caused by your bamboo, and for the cost of removal from their property.

2. Bamboo can be an invasive threat to biodiversity.

Bamboo that spreads and escapes your yard may cause ecological problems as well. Many spreading bamboo species are categorized as invasive exotic plants that crowd out native plants and threaten biodiversity.

The best ways to contain spreading bamboo tend to be expensive and complicated, and may not be worth pursuing for many homeowners. Moreover, they are not foolproof. Experts at the University of Georgia Cooperative Extension recommend burying thick 60-mil polypropylene or fiberglass about three feet deep, and leaving another two inches of material above the soil to inhibit surface spreading. Morgan Judy of Clemson University Cooperative Extension suggests creating a solid barrier made of concrete, metal or pressure-treated wood at least 18 inches deep around the bamboo.

Any of these barriers should stop shallow bamboo rhizomes from spreading, but Judy still recommends closely monitoring the area for escaping shoots, particularly during the early summer peak growing season.

3. Getting rid of bamboo can take years.

Bamboo is a long-term relationship that should not be entered lightly. It may take years and vigorous effort to remove unwanted bamboo. The first step in removing bamboo is to remove all the root mass and rhizomes. This is easier said than done, and many

homeowners with bamboo-loving neighbors complain they can't get rid of the spreading grass. No matter how much they dig, the shoots keep coming back.

Judy suggests frequent mowing can deplete and starve the bamboo, but it take at least two years of regular mowing to see any results.

4. Getting rid of bamboo may require herbicides.

Moreover, Judy notes that chemical herbicides are often necessary for controlling bamboo. This can be a problem for those trying to maintain organic gardens and avoid herbicide use.

Judy recommends Roundup Original, Quick Kill Grass and Weed Killer and other herbicides containing glyphosate. This broad-spectrum herbicide has minimal residual soil activity and typically only kills the plants that are directly sprayed. Mow or chop the bamboo and let it regrow until new leaves expand. Then spray the herbicide on the leaves.

Again, this could take years. One application will not solve your bamboo problem. Also, Judy warns that specialized glyphosate herbicides should be used near creeks, ponds and other surface water. Eraser AQ, Pondmaster and other products are approved for use near water.

5. The right bamboo can be hard to find.

Bamboo's defenders will argue that not all of the more than 1,000 bamboo species are equally invasive. They recommend clumping bamboo species rather than spreading types. The problem is that even clumping species spread, albeit not as vigorously. It also can be hard to differentiate between the types, and some are mislabeled. Moreover, other similar invasive species may be confused with bamboo. For example, University of Arizona Cooperative Extension officials warn against transplanting or encouraging the giant reed (*Arundo donax*), a bamboo look-alike that has invaded parts of their state.

Bamboo may seem like an attractive garden option, but it poses serious problems. Stick to a lucky bamboo in a small indoor pot, or avoid growing bamboo altogether. Moreover, do your homework before buying bamboo flooring and other products. It may not be as eco-friendly or durable as you think.

For expert help in removing bamboo, hire a professional landscaper.

