



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, July 31, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: July 24, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

Guest Presentation: Community Transit Swift Gold Line

Documents:

[COMMUNITY TRANSIT_SWIFT GOLD LINE_PRESENTATION.PDF](#)

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,939,609.15 For The Period Ending July 13, 2024 Through July 19, 2024.

Documents:

[RES CLAIMS PAYABLE JUL 13, 2024 - JUL 19, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,265,757.13 For The Period Ending July 13, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 15.PDF](#)

(3) Adopt Resolution Authorizing Electronic Claims Against The City Of Everett In The Amount Of \$8,164,000.29 For The Period Of May 1, 2024 Through June 30, 2024.

Documents:

[EFT COUNCIL RESOLUTION 2024-6.PDF](#)

(4) Authorize A Call For Bids For The 18th Street Pedestrian Improvements Project.

Documents:

[18TH STREET PEDESTRIAN IMPROVEMENTS-CALL FOR BIDS.PDF](#)

(5) Authorize The Mayor To Sign Acceptance Of The Assistance To Firefighters Grant For The Purchase Of Personal Protective Equipment (PPE) At A Cost To The City Of \$7,161.14.

Documents:

[ASSISTANCE TO FIREFIGHTERS GRANT EMW-2023.PDF](#)

PROPOSED ACTION ITEMS:

(6) CB 2407-14 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Water Main Replacement "Y" – Phase 2" Fund 336, Program 042. (3rd & Final Reading 8/7/24)

Documents:

[CB 2407-14.PDF](#)

(7) CB 2407-15 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Air Scour Blower Building Replacement" Fund 336, Program 034. (3rd & Final Reading 8/14/24)

Documents:

[CB 2407-15.PDF](#)

ACTION ITEM:

(8) Authorize The Mayor To Sign The Interlocal Agreement (ILA) With Snohomish County For The US2/I-5 Interchange Justification Planning Study.

Documents:

[WET-SNOHOMISH COUNTY-US 2 AND I5 INTERCHANGE PLANNING STUDY-ILA.PDF](#)

BRIEFING:

(9) Everett 2044 Comprehensive Plan Periodic Update

Documents:

[EVERETT 2044 BRIEFING.PDF](#)
[2044 COMP PLAN PRES.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.

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->.

Swift Gold Line

City of Everett

July 31, 2024



Swift Bus Rapid Transit (BRT) Swift Network

Current Swift service

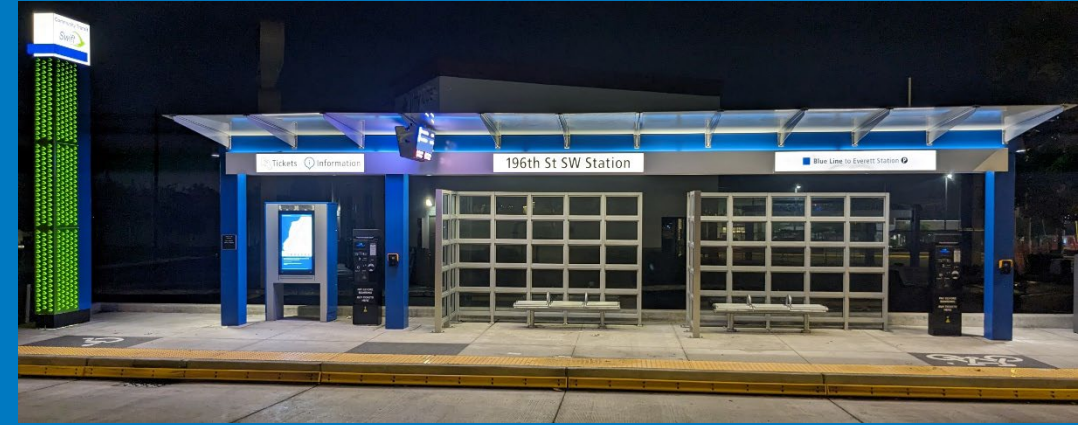
- Swift Blue Line
- Swift Green Line
- Swift Orange Line



What is Swift Bus Rapid Transit (BRT)?

Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

Frequent

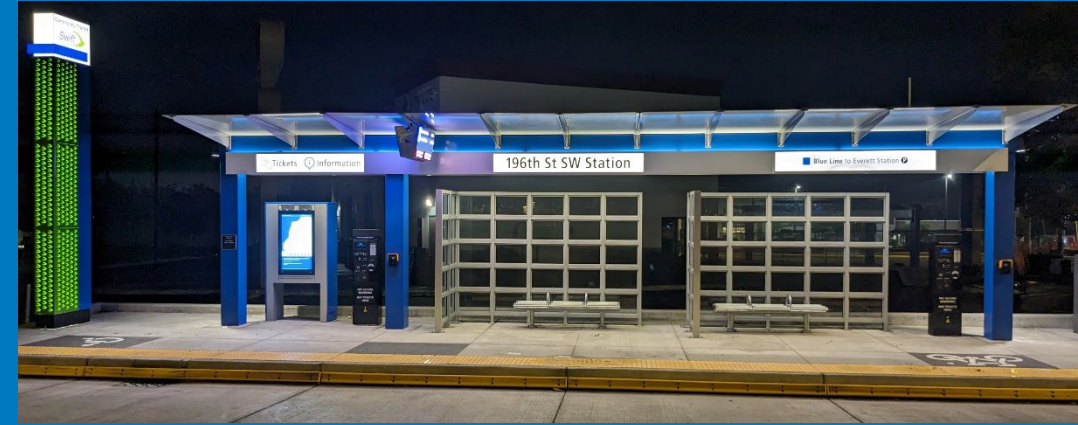
Reliable

Easy

- **Pay before you board at stations**
- **All-door boarding**

Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

Frequent

Reliable

Easy

- All-day service
- Every 10 minutes on weekdays
- Every 20 minutes on weekends

Swift Bus Rapid Transit (BRT)

What is Swift?



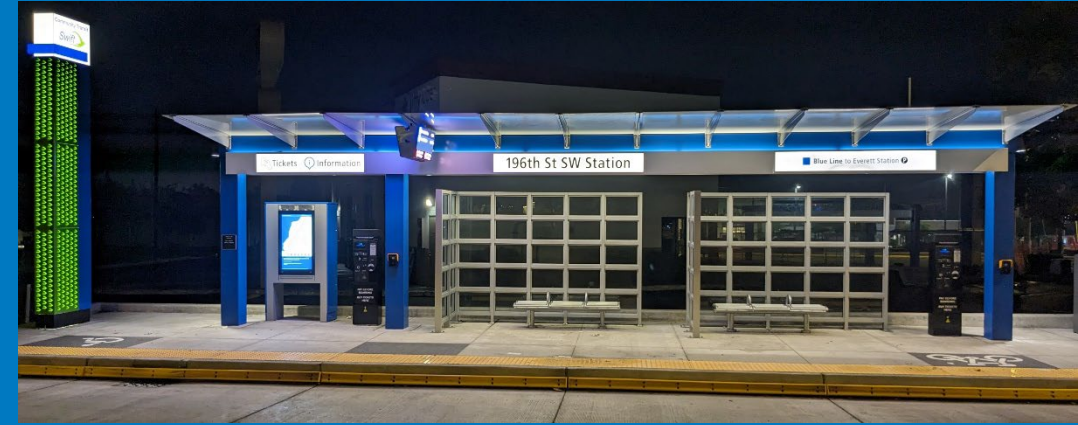
Fast

Frequent

Reliable

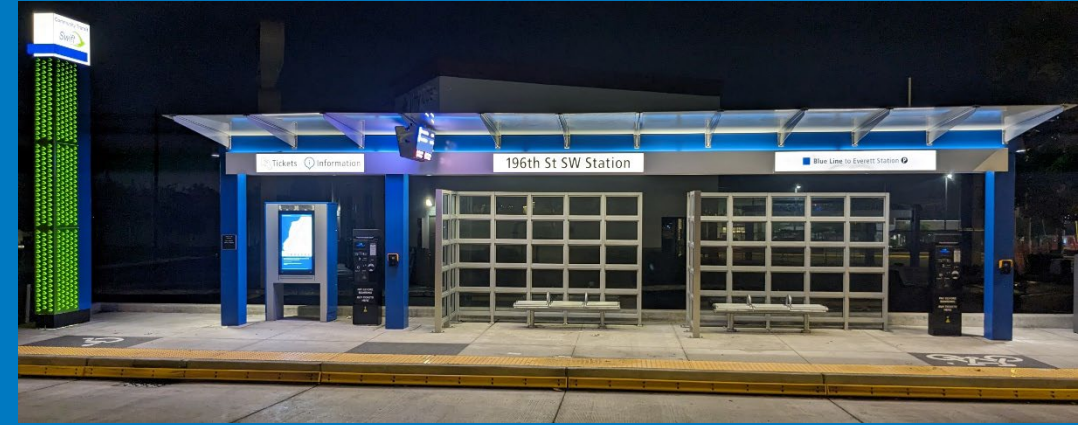
Easy

- Lane priority
- Signal priority



Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

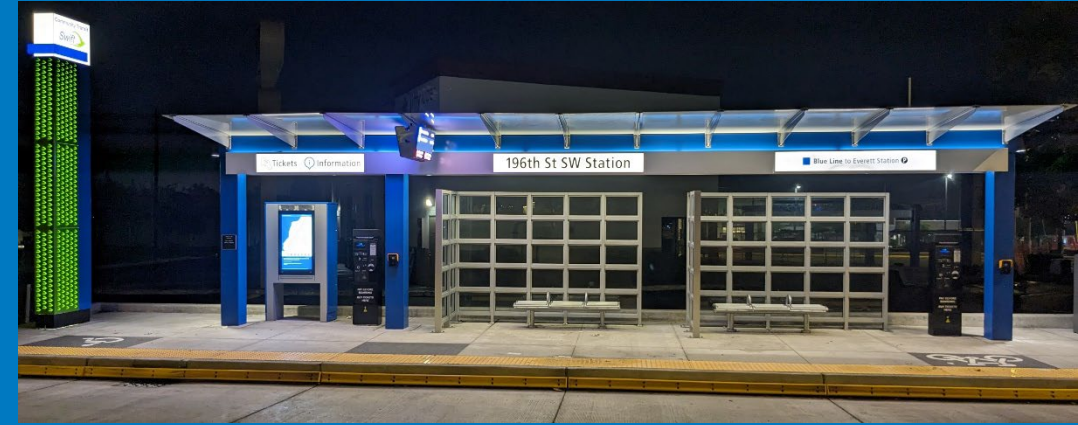
Frequent

Reliable

Easy

- **Real-time information**
- **Accessible for all passengers**
- **On-board bike racks**

BRT Examples around Washington

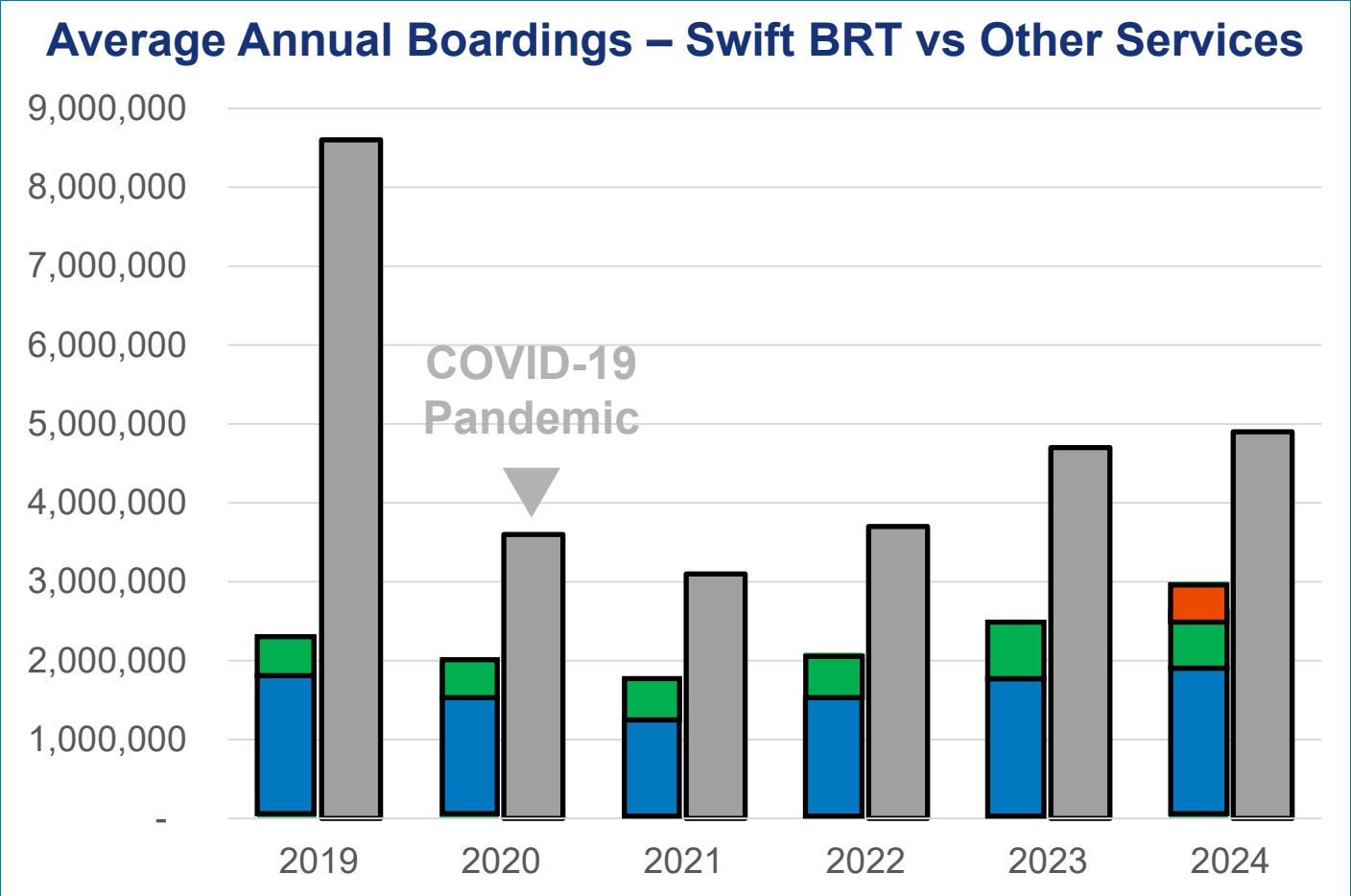


Swift, the first BRT in WA, opened in 2009

- RapidRide, King County Metro 2010
- The Vine, C-TRAN (Vancouver) 2017
- City Line, Spokane 2023
- Stride, Sound Transit 2027

Swift Bus Rapid Transit (BRT)

Ridership Trends



Swift Gold Line

Swift Gold Line

Project Goals & Benefits



**Provide frequent service
between Everett,
Marysville & Arlington**



**Improve connections
between local and
regional services,
including Light Rail**



**Improve transit
capacity, speed,
convenience, and
reliability**



**Support sustainable
planned regional
growth**

Swift Gold Line

Project Schedule

Currently in



2024-2025
Scoping Study



2025-2027
Environmental
& Design



2027-2029
Construction

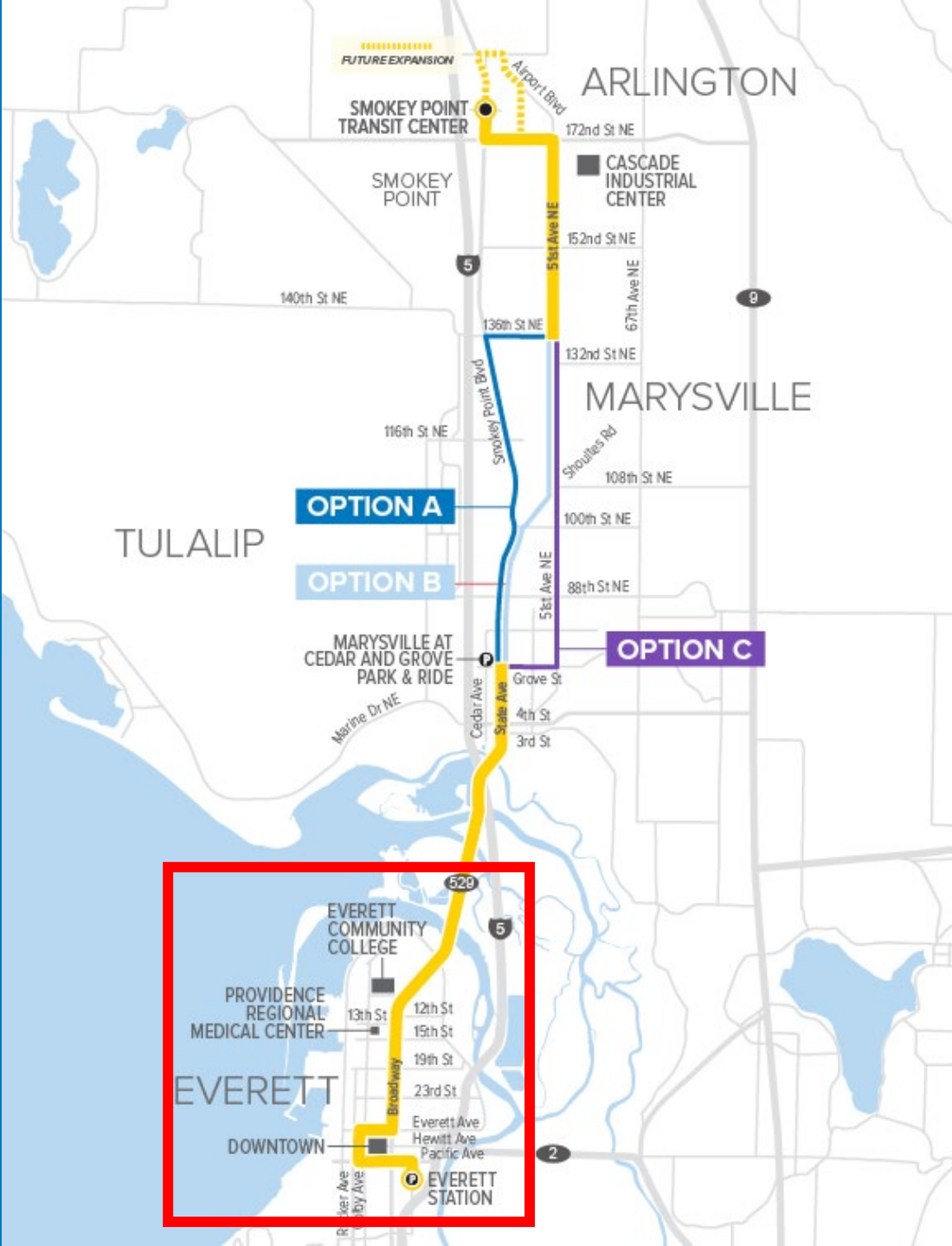


2029
Launch!



Swift Gold Line Route

Swift Gold Line Route



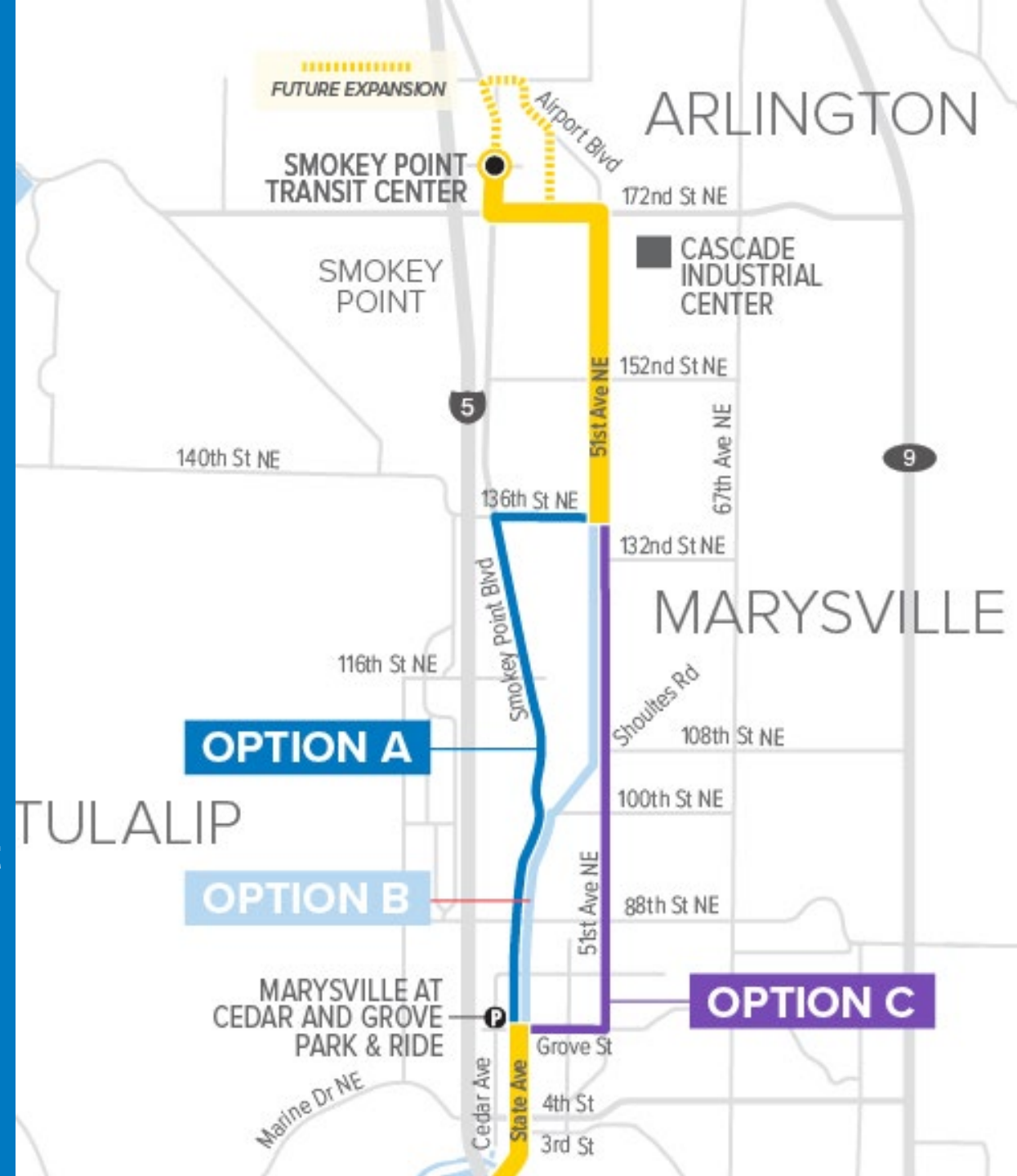
Swift Gold Line Route

Three Route Options

A: State Ave > 136th > 51st

B: State Ave > Shoultes > 51st

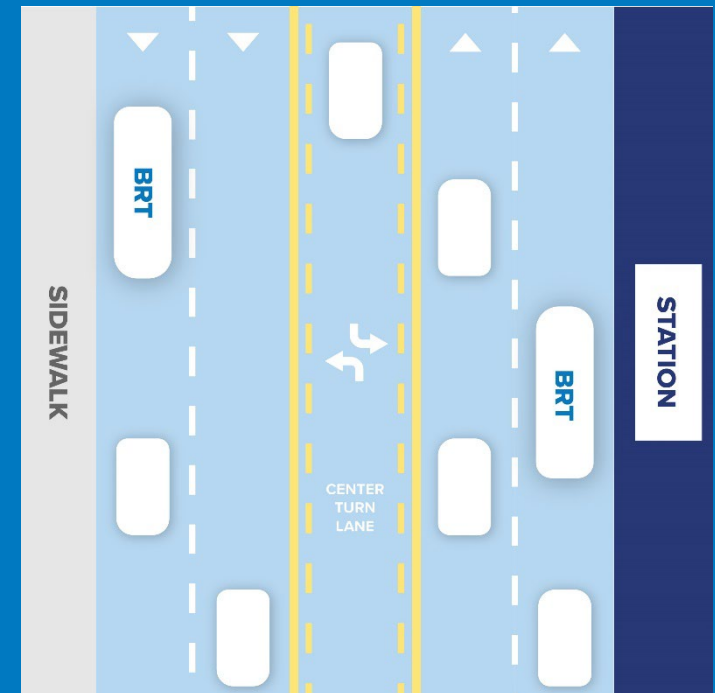
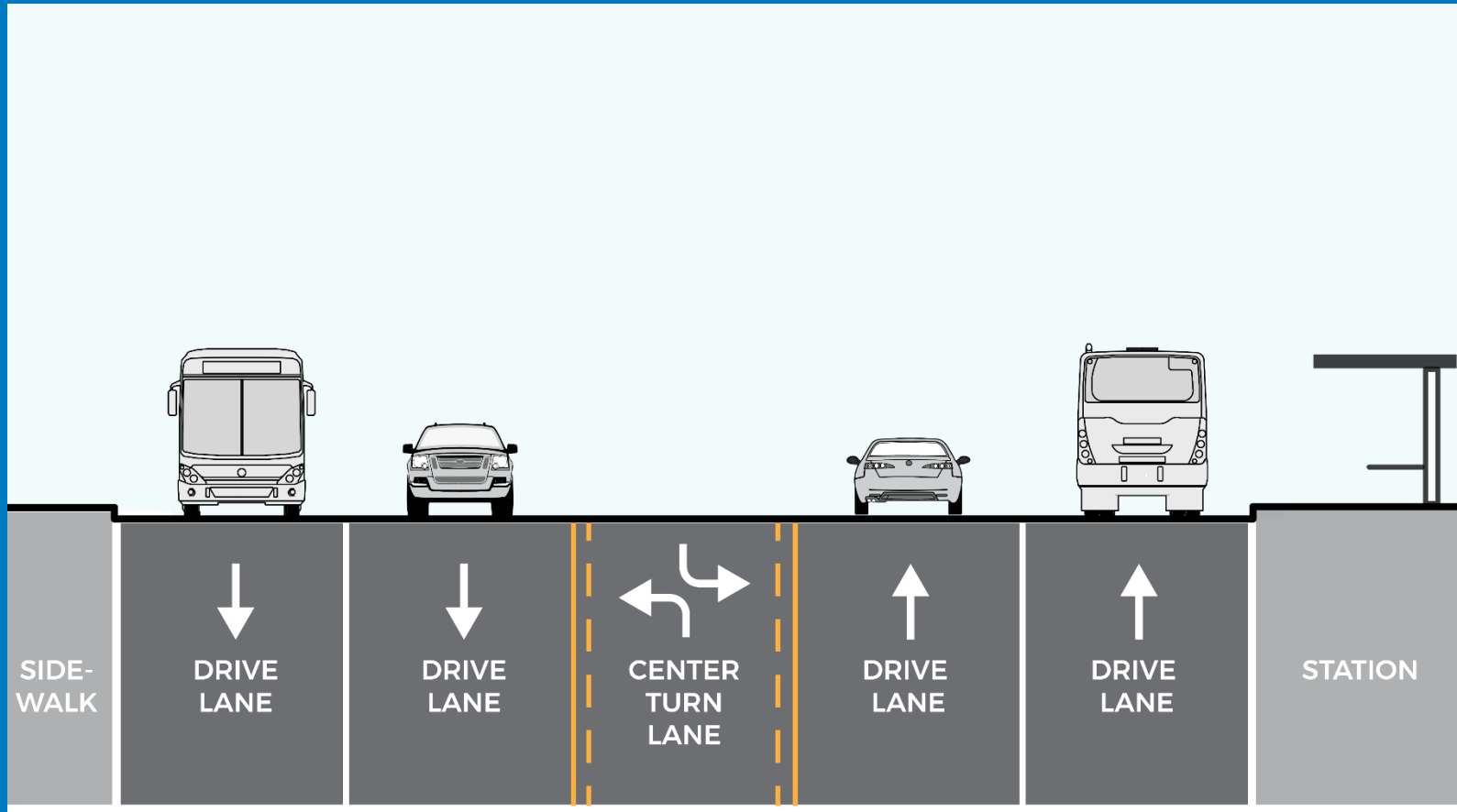
C: State Ave > 72nd/Grove > 51st



Corridor Vision and New Bus Travel Lane Concepts

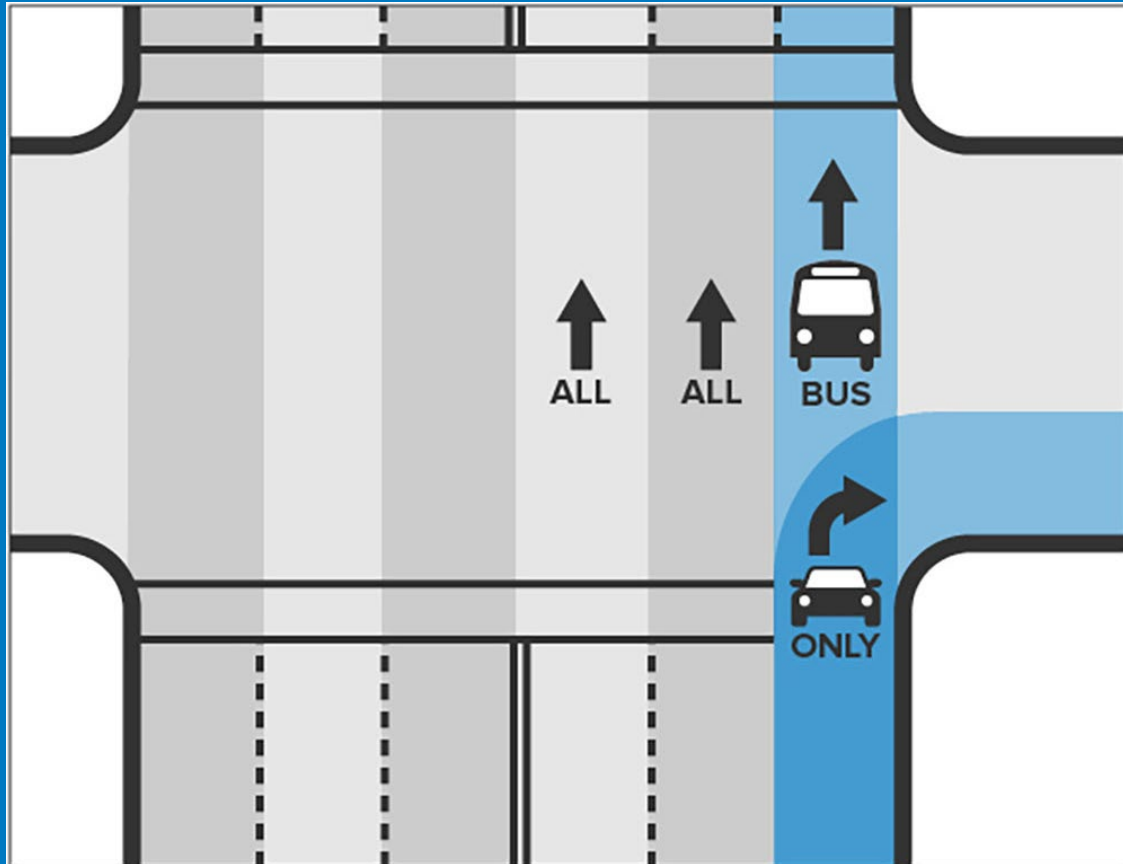
Lane Configuration

Current Swift Configuration – Curbside Lane



Lane Configuration

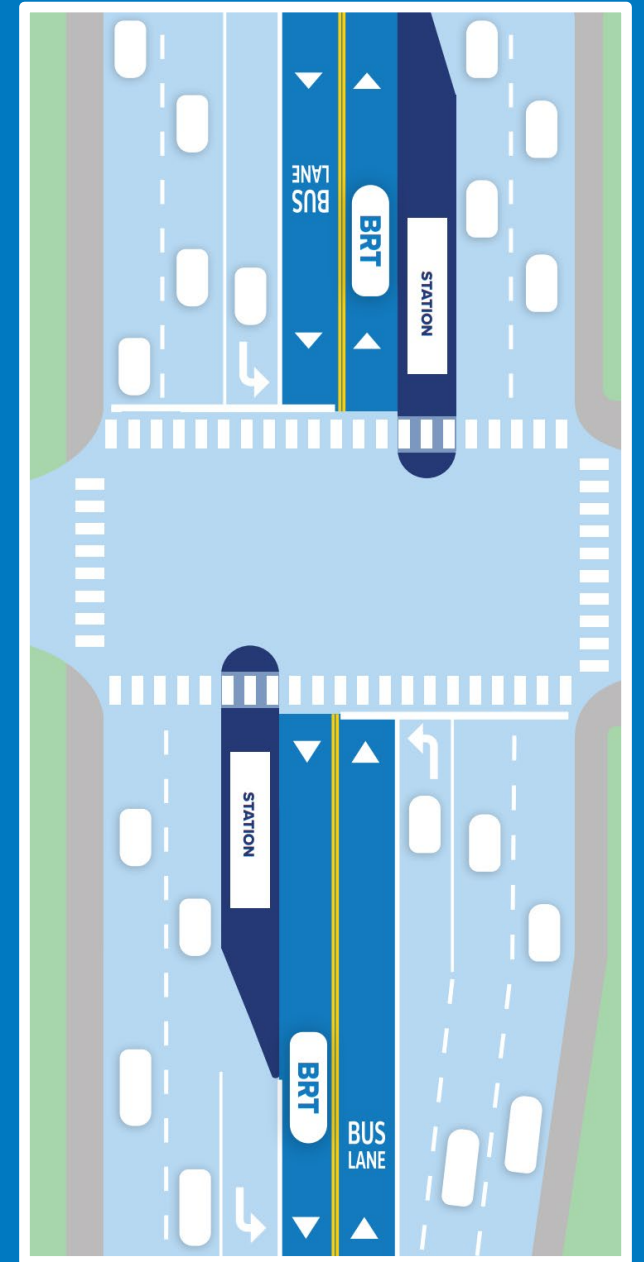
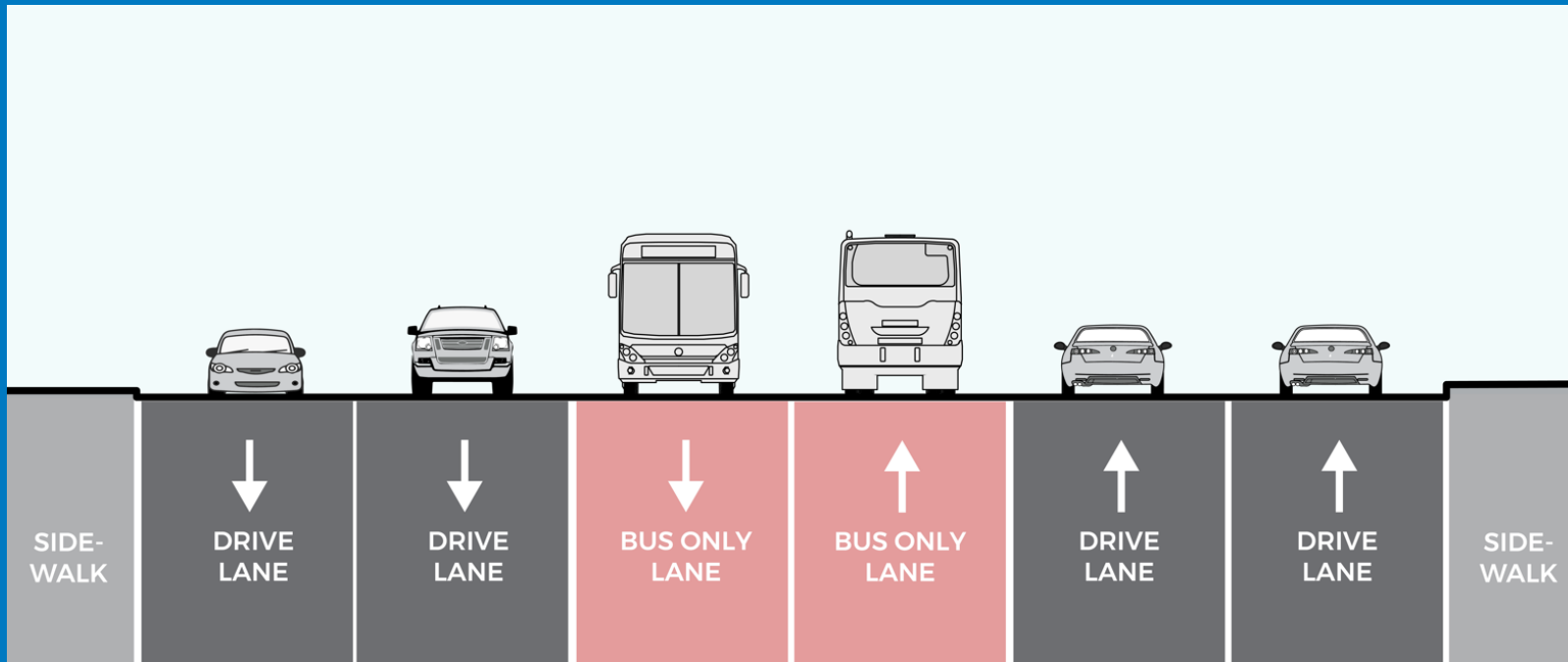
Current Swift Configuration – Curbside Business Access & Transit Lane (BAT) & Transit Signal Priority (TSP)



- BAT lanes require all vehicles to turn right, except buses
- Signal priority technology keeps buses moving through intersections

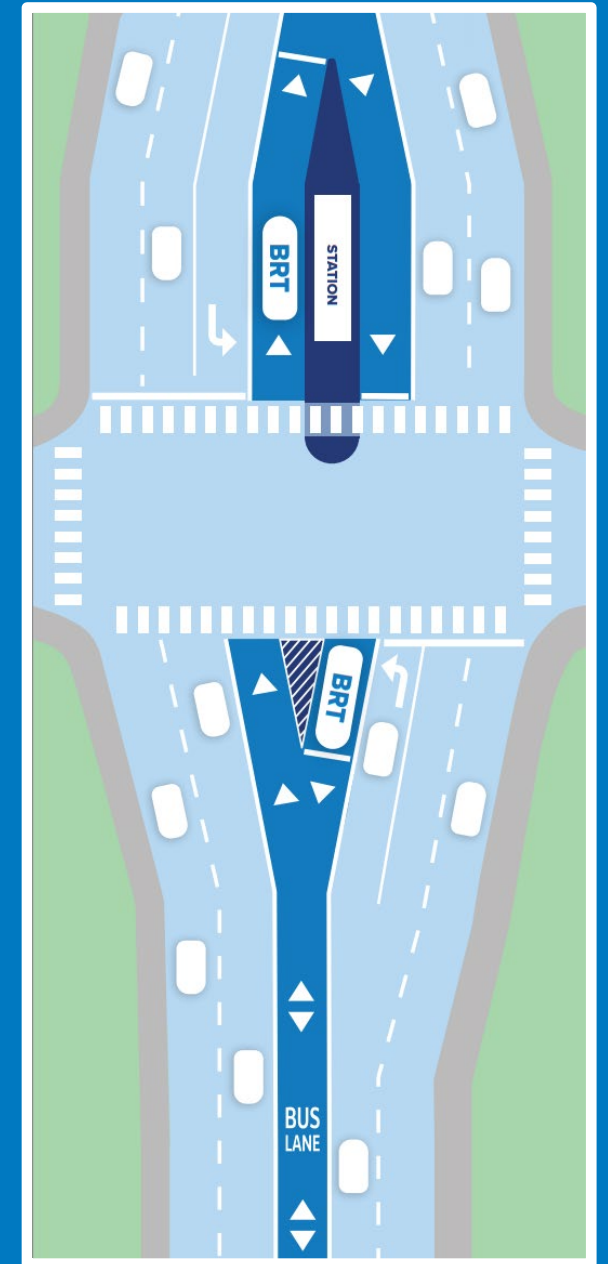
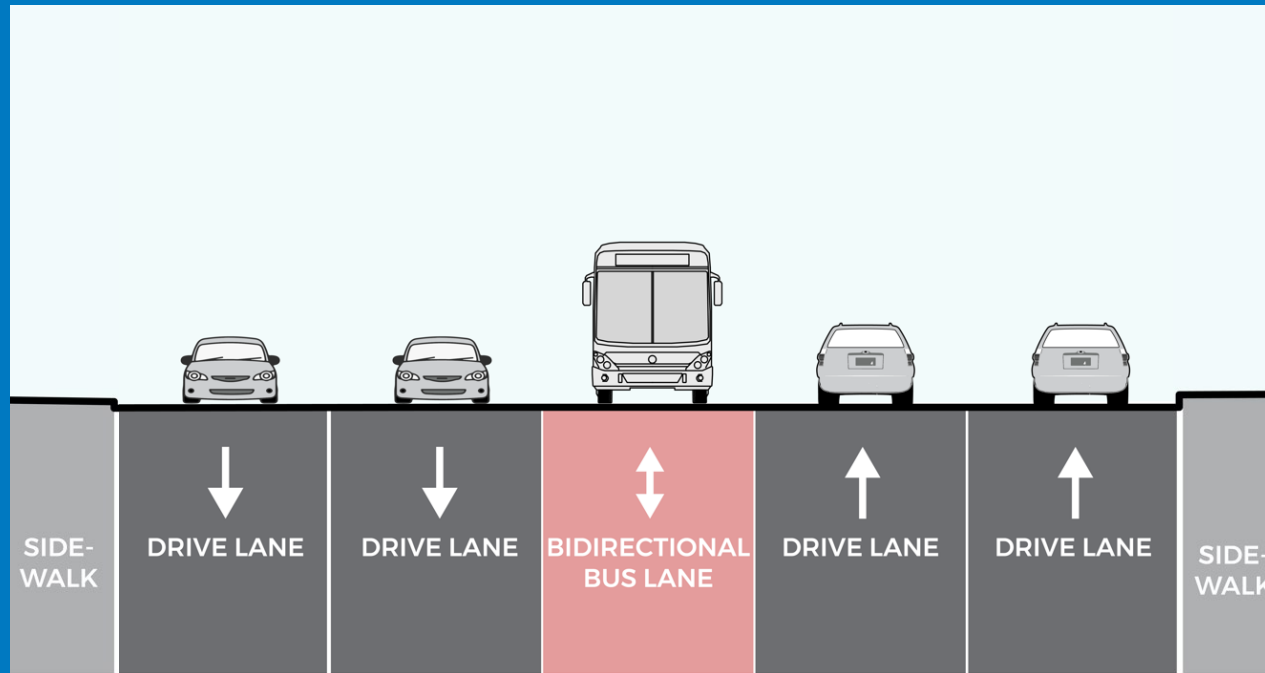
Lane Configuration

Center-Running – 2 Lanes Concept



Lane Configuration

Center-Running – 1 Lane Concept



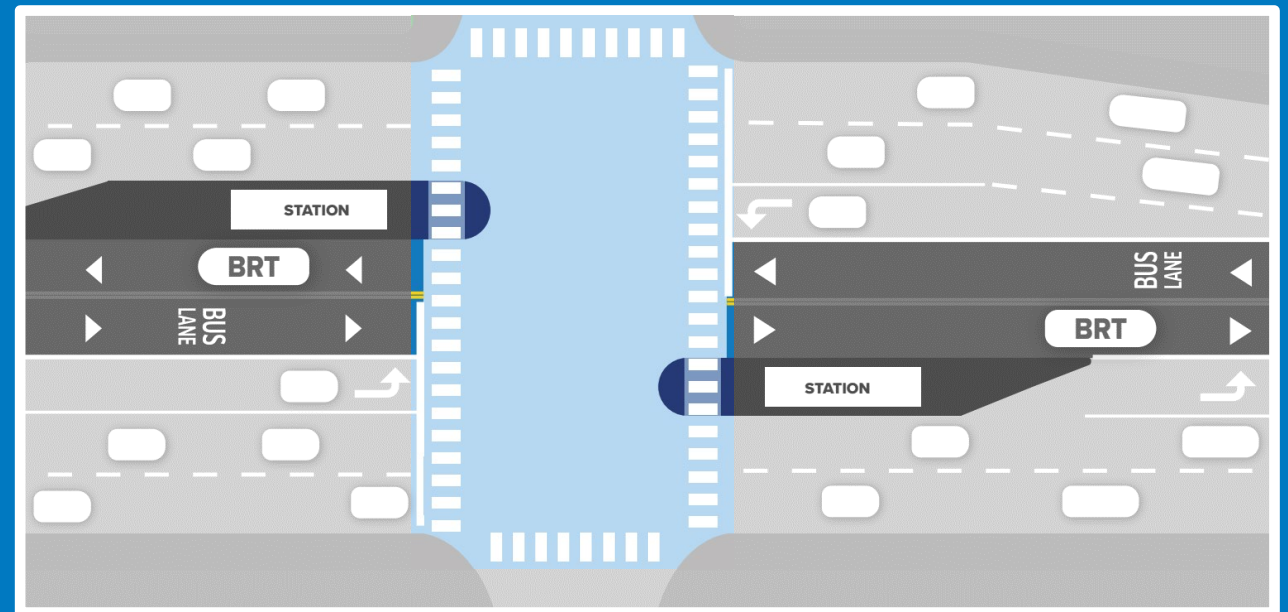
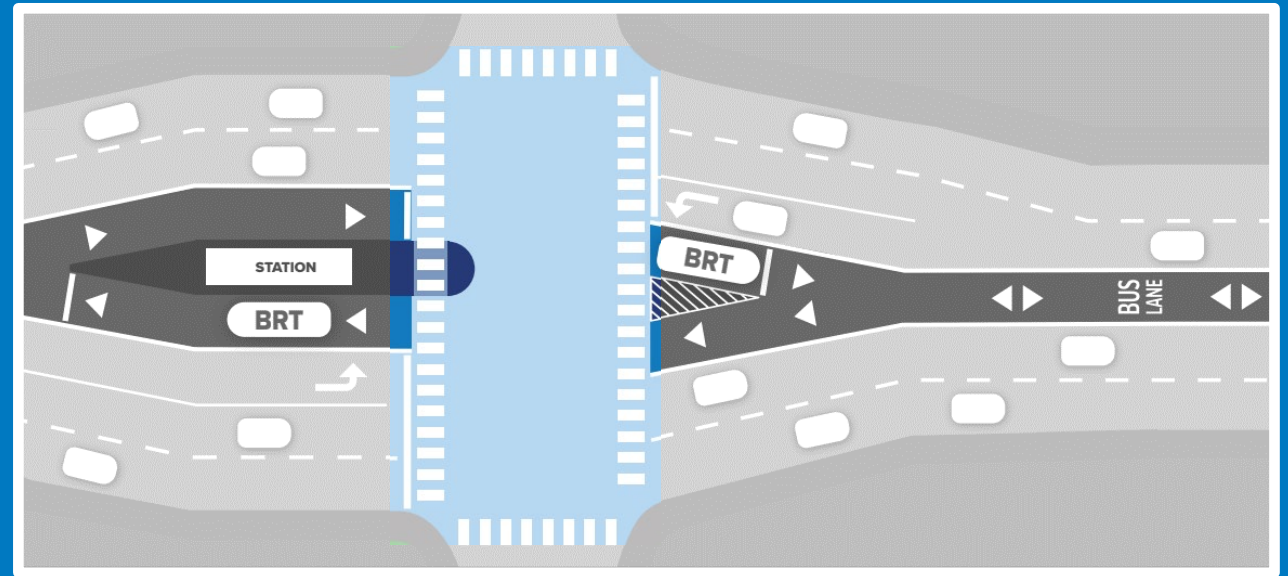
Lane Configuration

Center-running concepts include

- Safe crossings connecting station platforms
- Platforms integrated with pedestrian refuge islands



Example from Spokane's City Line



Swift Gold Line Community Engagement

Community Engagement Approach and Timeline



1

Phase 1: Consult Jul 11 - Aug 7, 2024

- Project overview, need, benefits, and introduce bus lane options
- Seek Community feedback on route options

2

Phase 2: Involve December 2024

- Share refined route option
- Seek community feedback on bus travel lane options and potential station locations

Community Engagement Approach and Timeline

3

Phase 3: Consult February 2025

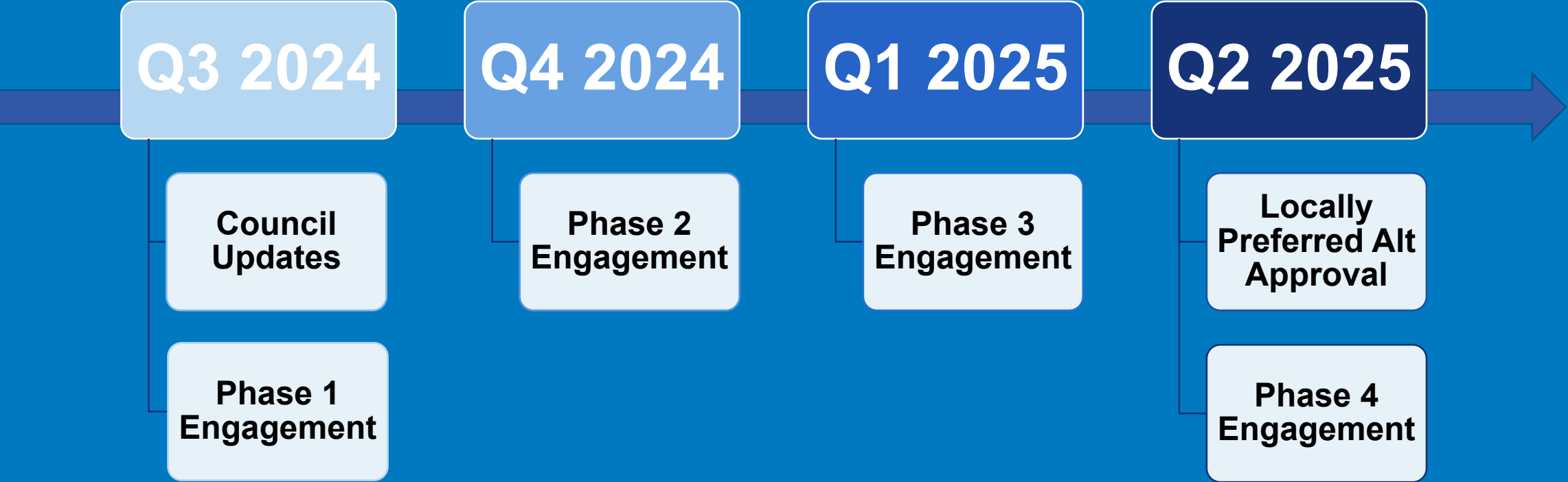
- Seek Community feedback on draft locally preferred alternative
- Details for proposed station locations and route

4

Phase 4: Inform May 2025

- Share Board-approved locally preferred alternative
- Details for proposed station locations and route to move into environmental review and design

Swift Gold Line Outreach Schedule



Thank You!

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 July 13, and checks issued July 19, 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	12,844.49	6,871.45
003	Legal	96,295.57	27,549.28
004	Administration	52,795.55	11,617.69
005	Municipal Court	68,991.11	24,036.01
007	Personnel	60,455.59	18,183.29
010	Finance	115,214.52	33,031.03
015	Information Technology	112,014.50	35,819.40
018	Communications and Marketing	23,861.05	6,859.44
021	Planning & Community Dev	123,626.14	36,402.17
024	Public Works	231,231.59	73,915.85
026	Animal Shelter	61,227.54	23,689.82
030	Emergency Management	10,764.80	3,453.96
031	Police	1,287,676.78	311,012.00
032	Fire	1,217,783.87	214,203.69
038	Facilities/Maintenance	111,329.02	41,166.53
101	Parks & Recreation	181,544.26	61,694.44
110	Library	129,041.15	41,504.85
112	Community Theatre	8,654.24	2,080.47
120	Street	78,678.81	27,912.81
153	Emergency Medical Services	696,194.54	113,164.35
197	CHIP	11,771.45	3,418.77
198	Community Dev Block	3,839.53	1,253.29
401	Utilities	909,591.73	333,176.46
425	Transit	528,915.95	188,262.83
440	Golf	49,693.07	14,758.73
501	Equip Rental	81,720.28	30,395.55
		<u>\$6,265,757.13</u>	<u>\$1,685,434.16</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

RESOLUTION NO. _____

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

That the claims made by electronic transfer against the City of Everett for the month May 1 through June 30 2024, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	239,169.71
101	Park	41,563.58
110	Library	9,095.78
112	Community Theater	2,833.43
119	Public Works - Street Imp	400.24
120	Streets	7,600.31
126	Moter Vehicle/Equip Repl	460.28
145	ESCROQ	415.00
146	Parking Lot Reserve	670.98
148	Municipal Art Fund	324.14
151	Animal Reserve	12,846.97
152	Library Reserve	764.47
153	EMS	32,687.25
155	Gen Gov Spec Proj	2,955.35
156	Criminal Justice	21,397.30
162	Capital Rreserve	12,118.26
197	CHIP	82.48
198	CDBG	1,806.35
354	Parks Capital Construction	1,155.70
401	Utilities	400,791.88
402	Solid Waste Utility	1,076.15
425	Transit	38,458.05
430	Everpark Garage	3,632.23
440	Golf	229,756.19
501	Transportation Services	131,789.45
503	Self-Insurance Fund	385,105.39
505	Computer Reserve Fund	5,975.91
507	Telecom	23,556.81
508	Health Benefits Reserve	2,071,763.76
637	Police Pension	100,509.85
638	Fire Pension	83,619.42
661	Payroll Withholding	4,298,806.06
670	Custodial Funds	811.56
TOTAL CLAIMS		
BY ELECTRONIC TRANSFER		8,164,000.29

Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President

Project title: Authorize a Call for bids for 18th Street Pedestrian Improvements.

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 07/31/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Vicinity Map

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Call for bids

Project: 18th Street Pedestrian Improvements

Partner/Supplier: NA

Location: 18th Street between Maple and Jason Park

Preceding action: Ordinance No. 3739- 20, approved on [3/18/2020](#)

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The current programmed available funding, as established by City Ordinance No. 3739-20, for this project is \$1,190,000.

Project summary statement:

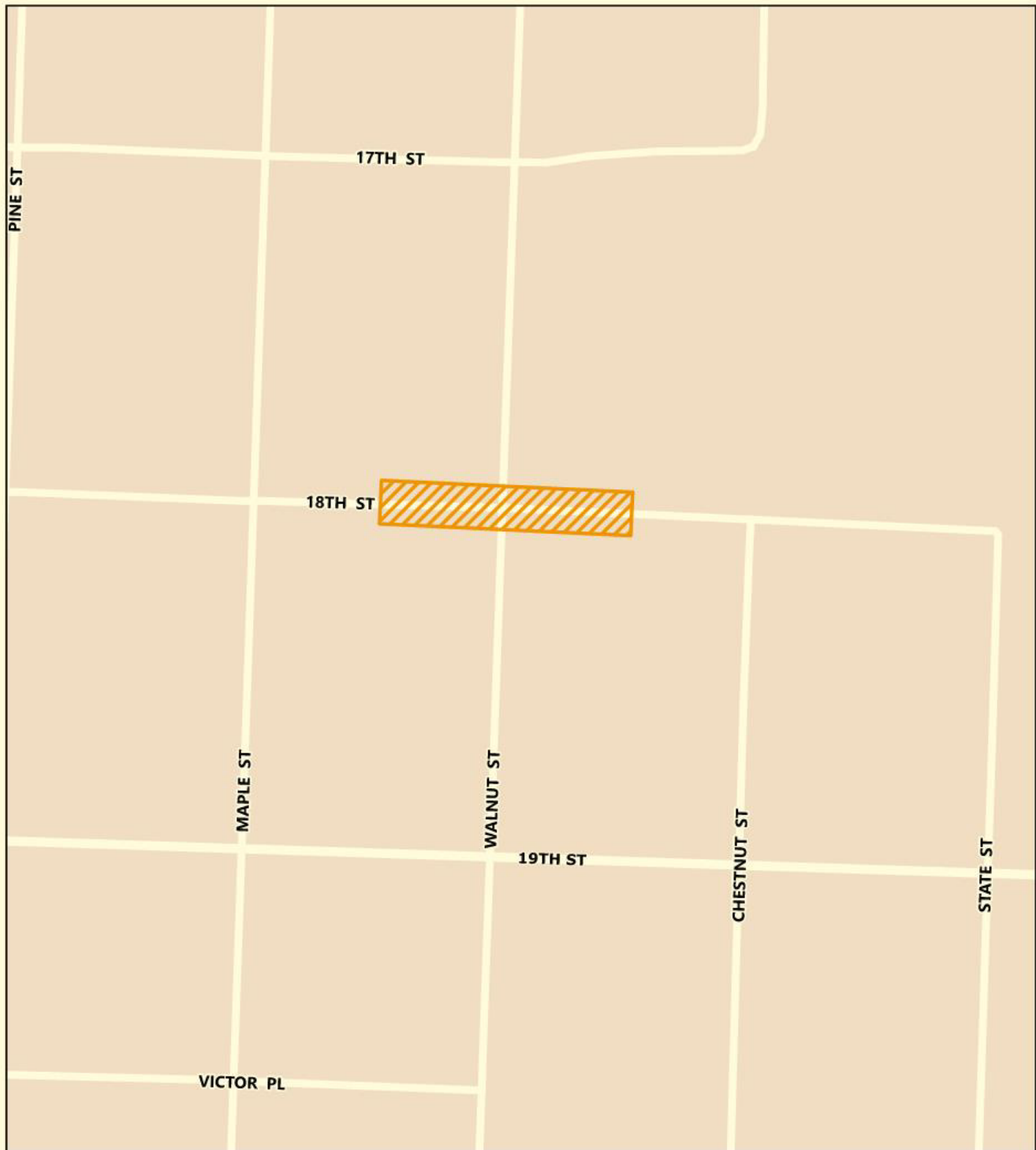
The plans and specifications are complete, and the 18th Street Pedestrian Improvement Project is ready to be advertised for construction bids.

This project will complete a pedestrian link from west of Walnut to Jackson Park.

The project includes the construction of new sidewalk and associated appurtenances along 18th Street between Maple Street and Jackson Park which will include curb ramps, storm drainage pipes and inlets, modular block wall retaining walls, fence, and landscaping restoration, and performing all other work as required by the contract.

Recommendation (exact action requested of Council):

Authorize a call for bids for the 18th Street Pedestrian Improvements project.



18th St Pedestrian Improvements

Project Vicinity - 18th St Pedestrian Improvements

4/15/2024



100pct DESIGN - ENGINEER ESTIMATE

18th Street Pedestrian Improvements

W.O. # 3741

Date: 7/16/2024

Working Days

43Prepared By: Gina Loring
For: Dan Enrico

95%				ENGINEER'S ESTIMATE	
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	LS	1	\$40,000.00	\$40,000.00
2	ADA Features Surveying	LS	1	\$2,000.00	\$2,000.00
3	SPCC Plan	LS	1	\$1,000.00	\$1,000.00
4	Erosion Control and Water Pollution Prevention	LS	1	\$750.00	\$750.00
5	Street Cleaning	HR	43	\$200.00	\$8,600.00
6	Inlet Protection	EA	7	\$90.00	\$630.00
7	High Visibility Silt Fence	LF	125	\$25.00	\$3,125.00
8	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00
9	Traffic Control Supervisor	LS	1	\$3,200.00	\$3,200.00
10	Flaggers (Min. Bid \$75/Hr.)	HR	688	\$75.00	\$51,600.00
11	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
12	Sawcut	LF	652	\$6.00	\$3,912.00
13	Removal of Structures and Obstructions	LS	1	\$2,500.00	\$2,500.00
14	Roadway Excavation Incl. Haul	CY	427	\$50.00	\$21,350.00
15	Structure Excavation Class B Incl. Haul	CY	220	\$30.00	\$6,600.00
16	Gravel Backfill for Foundation Class B	CY	40	\$86.00	\$3,440.00
17	Controlled Density Fill	CY	20	\$350.00	\$7,000.00
18	Crushed Surfacing Base Course	TON	60	\$80.00	\$4,800.00
19	HMA Cl. 1/2" PG 64-22 Pavement Patch	TON	17	\$300.00	\$5,100.00
20	High-Density Polyethylene (HDPE) Storm Sewer Pipe, 6-In. Diam.	LF	40	\$90.00	\$3,600.00
21	High-Density Polyethylene (HDPE) Storm Sewer Pipe, 12-In. Diam.	LF	32	\$108.00	\$3,456.00
22	Connection to Existing Drainage Structure	EA	2	\$1,500.00	\$3,000.00
23	Catch Basin, Type 1L with Gas Trap	EA	1	\$4,500.00	\$4,500.00
24	Catch Basin, Type 1L	EA	2	\$4,300.00	\$8,600.00
25	Topsoil Type B	SY	170	\$25.00	\$4,250.00
26	Bark or Wood Chip Mulch	SY	100	\$15.00	\$1,500.00
27	Sod Installation	SY	126	\$40.00	\$5,040.00
28	Plant Selection Thuja Occidentalis 'Smaragd' Emerald Green Arborvitae, 8'-9' Height	EA	15	\$450.00	\$6,750.00
29	Cement Conc. Traffic Curb and Gutter, Type A-1	LF	465	\$100.00	\$46,500.00
30	Cement Conc. Curb Type E-3	LF	25	\$95.00	\$2,375.00
31	Cement Conc. Pedestrian Curb	LF	45	\$90.00	\$4,050.00
32	Extruded Asphalt Wedge Curb	LF	41	\$50.00	\$2,050.00
33	Cement Concrete Driveway Type 1	SY	54	\$110.00	\$5,940.00
34	Chain Link Fence Type _____	LF	105	\$60.00	\$6,300.00
35	End, Gate, Corner, and Pull Post for Chain Link Fence	EA	12	\$50.00	\$600.00
36	Cement Conc. Sidewalk	SY	210	\$95.00	\$19,950.00
37	Cement Concrete Curb Ramp Type B Perpendicular	EA	1	\$4,500.00	\$4,500.00
38	Cement Concrete Curb Ramp Type C Parallel	EA	1	\$2,000.00	\$2,000.00
39	Cement Concrete Curb Ramp Type D Parallel	EA	1.5	\$3,000.00	\$4,500.00
40	Permanent Signing	LS	1	\$1,200.00	\$1,200.00
41	Cement Concrete Modular Block Unit Retaining Wall	SF	640	\$72.00	\$46,080.00
42	Private Improvement Restoration	FA	1	\$25,000.00	\$25,000.00
				Subtotal:	\$392,348.00
				CE (18%)	\$70,622.64
				Grand Total:	\$462,970.64



City Council Agenda Item Cover Sheet

Project title: Assistance to Firefighters Grant for the purchase of Personal Protective Equipment (PPE)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/31/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Award Letter

Department(s) involved:

Fire, Legal, Purchasing

Contact person:

Dave DeMarco

Phone number:

425-257-8101

Email:

DDeMarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Personal Protective Equipment (PPE)

Partner/Supplier: Department of Homeland Security

Location: N/A

Preceding action: N/A

Fund: 032 Fire

Fiscal summary statement:

The city has been awarded an Assistance to Firefighters Grant (AFG) for \$71,611.36 in federal funding and the city will contribute 10% or \$7,161.14 for a total of \$78,772.50 to be used for the purchase of personal protective equipment for our firefighters.

Project summary statement:

This award will allow equipping all firefighters with wildland firefighting apparel: one wildland shirt, and one wildland pant for each member, individually fit.

We traditionally carry generic sizes of wildland apparel on our apparatus for shared use in the event of a brush/wildland fire. However, there are often members who do not fit the available sizes.

As our climate has continued to change, the annual pace of brush and wildfires in Everett and Snohomish County has increased significantly, and we expect this trend to continue. Providing our firefighters with appropriate PPE sized to fit them increases firefighter safety via reduced reliance on structural firefighting ensembles, which are much heavier and much less maneuverable than wildland PPE.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign acceptance of the Assistance to Firefighters Grant for the purchase of Personal Protective Equipment (PPE) at a cost to the city of \$7,161.14.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/08/2024



Michael Calvert
CITY OF EVERETT
2930 WETMORE AVE SUITE 9H
EVERETT, WA 98201

EMW-2023-FG-02583

Dear Michael Calvert,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$71,611.36 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$7,161.14 for a total approved budget of \$78,772.50. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Williams", is written over a horizontal line.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF EVERETT
UEI-EFT: LYA1EUL2CAE5
DUNS number: 946341278
Award number: EMW-2023-FG-02583

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$78,772.50
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$71,611.36
Non-federal	\$7,161.14
Total	\$78,772.50
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Coats - Wildland

DESCRIPTION

Coaxsher Stryker Wildland Shirt or equivalent

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	150	\$153.95	\$23,092.50	Equipment

Gloves

DESCRIPTION

Wildland Glove

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	150	\$41.25	\$6,187.50	Equipment

Pants - Wildland

DESCRIPTION

Coaxsher Tyee Chief Dual Compliant Pant

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	150	\$329.95	\$49,492.50	Equipment

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF EVERETT

UEI-EFT: LYA1EUL2CAE5

DUNS number: 946341278

Award number: EMW-2023-FG-02583

Table of contents

Article 1	Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	Civil Rights Act of 1964 – Title VI
Article 9	Civil Rights Act of 1968
Article 10	Copyright
Article 11	Debarment and Suspension
Article 12	Drug-Free Workplace Regulations
Article 13	Duplicative Costs
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article 16	Energy Policy and Conservation Act
Article 17	False Claims Act and Program Fraud Civil Remedies
Article 18	Federal Debt Status
Article 19	Federal Leadership on Reducing Text Messaging while Driving
Article 20	Fly America Act of 1974
Article 21	Hotel and Motel Fire Safety Act of 1990
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 24	Lobbying Prohibitions
Article 25	National Environmental Policy Act

Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
26	
Article	Non-Supplanting Requirement
27	
Article	Notice of Funding Opportunity Requirements
28	
Article	Patents and Intellectual Property Rights
29	
Article	Procurement of Recovered Materials
30	
Article	Rehabilitation Act of 1973
31	
Article	Reporting of Matters Related to Recipient Integrity and Performance
32	
Article	Reporting Subawards and Executive Compensation
33	
Article	Required Use of American Iron, Steel, Manufactured Products, and
34	Construction Materials
Article	SAFECOM
35	
Article	Terrorist Financing
36	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
37	
Article	Universal Identifier and System of Award Management
38	
Article	USA PATRIOT Act of 2001
39	
Article	Use of DHS Seal, Logo and Flags
40	
Article	Whistleblower Protection Act
41	
Article	Environmental Planning and Historic Preservation (EHP) Review
42	
Article	Applicability of DHS Standard Terms and Conditions to Tribes
43	
Article	Acceptance of Post Award Changes
44	
Article	Disposition of Equipment Acquired Under the Federal Award
45	
Article	Prior Approval for Modification of Approved Budget
46	
Article	Indirect Cost Rate
47	
Article	Award Performance Goals
48	

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

- Article 17 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 18 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 19 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.
- Article 20 Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 21 Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019</p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>
Article 23	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 24	<p>Lobbying Prohibitions</p> <p>Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>
Article 25	<p>National Environmental Policy Act</p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>

- Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 27 Non-Supplanting Requirement**
Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
- Article 28 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
- Article 29 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
- Article 30 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-02583	2. Amendment No. N/A	3. Recipient No. 916001248	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF EVERETT 2811 OAKES AVE EVERETT, WA 98201		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Michael Calvert		9a. Phone No. 4252578102	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/08/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/15/2024 to 07/14/2026 Budget Period 07/15/2024 to 07/14/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$71,611.36	\$71,611.36	\$7,161.14
Totals			\$0.00	\$71,611.36	\$71,611.36	\$7,161.14
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	07/08/2024

GRANT ADMINISTRATION

ATTACHMENT B



DEPARTMENT HEAD AUTHORIZATION FORM

DATE: 7/18/2024

DEPARTMENT: Fire

GRANT TITLE: Assistance for Firefighters Grant EMW-2023-FG-02583

I hereby designate Dave DeMarco to perform all electronic transactions necessary to fulfill the grant requirements, including online grant acceptance on behalf of the City of Everett.

Cassie Franklin
Mayor

Project title: An Ordinance creating a special improvement project entitled “Water Main Replacement “Y” – Phase 2” Fund 336, Program 042.

Council Bill #

CB 2407-14

Agenda dates requested:

Briefing
1st Reading 07/24/24
Proposed Action 07/31/24
Consent
Action 08/07/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Souheil Nasr

Phone number:

(425) 257-7210

Email:

snasr@everettwa.gov

Consideration: Plans & Systems Ordinance**Project:** Water Main Replacement “Y” – Phase 2**Partner/Supplier:****Location:** I-5 bridge from East Grand Avenue to 4th Street SE**Preceding action:** None**Fund:** 336 - Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for design and construction is \$2,333,000.

Project summary statement:

This project is for Phase 2 of the Water Main Replacement “Y” project. The project will install a new water main to replace an existing water main suspended from I-5 bridge that has a high consequence of failure, and recently prone to breaks. The upgrading of the water main will ensure reliability of water service for existing customers and future development, and that adequate fire flow, per the 2020 Comprehensive Water Plan, is provided. The project is scheduled for design in late 2024 and construction in 2025-2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled “Water Main Replacement “Y” – Phase 2” Fund 336, Program 042.

Initialed by:*RLS*

Department head

Administration

Council President



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Water Main Replacement “Y” – Phase 2” Fund 336, Program 042, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned water main infrastructure replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct certain improvements to aging water mains.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 042, entitled “Water Main Replacement “Y” – Phase 2” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$2,333,000 is hereby appropriated to Fund 336, Program 042, “Water Main Replacement “Y” – Phase 2” as follows:

A. Estimated Project Costs	\$2,333,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 2,333,000
Total Funds	<u>\$ 2,333,000</u>

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: _____

Project title: An Ordinance creating a special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, and repealing Ordinance No. 3915-22

Council Bill #

CB 2407-15

Agenda dates requested:1st Reading 07/31/24

Proposed action 08/07/24

Consent

3rd Reading 08/14/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

Thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** WFP Air Scour Blower Building Replacement**Partner/Supplier:** TBD**Location:** Water Filter Plant**Preceding action:** Ordinance No. 3915-22, approved [12/14/22](#)**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for the project is \$1,350,000.

Project summary statement:

This project includes the demolition and replacement of an existing 250 square-foot building located on the south end of the filter building. A new structure will be constructed adjacent to the existing building, which will house two air scour blowers and associated electrical and control components.

The air scour blower system agitates water filtration media during the filter backwash process and is a critical component of the filtration system.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, to accumulate all costs for the improvement and repealing Ordinance No. 3915-22.

WHEREAS,

- A.** The City of Everett is committed to a planned water system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct certain structural improvements to the Water Filter Plant.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 034, entitled “WFP Air Scour Blower Building Replacement” to accumulate all costs for the improvement. Ordinance No. 3915-22 is hereby repealed. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$1,350,000 is hereby appropriated to Fund 336, Program 034, “WFP Air Scour Blower Building Replacement” as follows:

A. Estimated Project Costs	\$ 1,350,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 1,350,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Interlocal Agreement with Snohomish County for the US2/I-5 Interchange Justification Planning Study.

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent
Action 07/31/24
Ordinance
Public hearing
Yes ☒ No ☒

Budget amendment:

Yes ☒ No ☒

PowerPoint presentation:

Yes ☒ No ☒

Attachments:

Proposed Agreement (2)

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Interlocal Agreement with Snohomish County

Project: I-5 & US-2 Interchange Justification Report (IJR) Planning Study

Partner/Supplier: Snohomish County

Location: Interstate 5 at US-2

Preceding action: Ordinance No. 3763-20, approved 6/24/2020

Fund: Fund 303

Fiscal summary statement:

The budget for this planning study is \$2,315,000. A Federal Surface Transportation Program (STP) grant will provide \$2,000,000, Snohomish County has partnered with the City and will provide \$150,000 and the balance of the matching funds in the amount of \$165,000 will come from Fund 119 – Street Improvements.

Project summary statement:

The I-5 & US 2 Interchange Justification Report (IJR) Planning Study will produce an interchange justification report (IJR) that will provide a set of design recommendations for improving conditions at the interchange of I-5, US-2, Hewitt Avenue and other streets along the easterly limits of the City of Everett. The grant funds, in conjunction with local matching funds, support operational planning and pre-design work. The IJR could be integrated with the finalization of environmental planning efforts that recently received initial funding from the Washington State Legislature. Integrating the operational planning with the environmental planning would streamline the remaining schedule towards design and future construction of a new westbound US 2 Trestle.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement (ILA) with Snohomish County for the US2/I-5 Interchange Justification Planning Study.

1 INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
2 THE CITY OF EVERETT CONCERNING THE US 2 / I-5 INTERCHANGE
3 JUSTIFICATION PLANNING STUDY
4
5

6 This INTERLOCAL AGREEMENT, (the "Agreement"), is made and entered into
7 as of date of last signature below, by and between SNOHOMISH COUNTY, a
8 political subdivision of the State of Washington (the "County"), and the CITY OF
9 EVERETT, a Washington municipal corporation (the "City") and collectively as
10 the "Parties".
11

12 **RECITALS**
13

- 14 **A.** The County and City desire to jointly conduct an interchange planning study
15 ("Planning Study") for the US 2 and Interstate 5 Interchange. This Planning Study
16 will develop interchange improvement alternatives for future phases of full design
17 and construction.
18
19 **B.** The Parties agree that it will be more efficient and mutually beneficial to work
20 cooperatively together and for the City to be the lead entity responsible for the
21 Planning Study.
22
23 **C.** The City, through its own staff and consultants, will provide design, engineering,
24 and environmental review ("Planning Services") as necessary for completion of the
25 Planning Study.
26
27 **D.** The City, on behalf of the Parties, applied for a Federal Surface Transportation
28 Program Grant (the "Grant"). The Grant will be administered by the City and will
29 partially fund the costs associated with the Planning Study.
30
31
32 **E.** Pursuant to WAC 197-11-926(1) the Parties desire for the City to function as the
33 lead agency for the Project for purposes of both the State Environmental Policy Act
34 ("SEPA") and the National Environmental Policy Act ("NEPA"), if and to the
35 extent applicable.
36
37 **F.** The County shall reimburse the City the County's proportional costs of the
38 Planning Study as more fully described in this Agreement.
39
40

41 **AGREEMENT**
42

43 NOW, THEREFORE, in consideration of the respective agreements set forth below
44 and for other good and valuable consideration, the receipt and sufficiency of which
45 are hereby acknowledged, the County and the City agree as follows:
46

1 **1. Requirements of Interlocal Cooperation Act**

2
3 1.1 Purpose of Agreement. This Agreement is authorized by and entered into
4 pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and
5 intent of this Agreement is for the Parties to work together efficiently and
6 effectively to complete the Planning Study.

7
8 1.2 No Separate Entity Necessary. The Parties agree that no separate legal or
9 administrative entities are necessary to carry out this Agreement.

10
11 1.3 Ownership of Property. Except as expressly provided to the contrary in this
12 Agreement, any real or personal property used or acquired by either party in
13 connection with the performance of this Agreement will remain the sole property
14 of such party, and the other party shall have no interest therein.

15
16 1.4 Administrators. Each party to this Agreement shall designate an individual
17 (an "Administrator"), which may be designated by title or position, to oversee and
18 administer such party's participation in this Agreement. The parties' initial
19 Administrators shall be the following individuals:

20
21 County's Initial Administrator:

22 Douglas W. McCormick, P.E.
23 Deputy Director/County Engineer
24 Snohomish County DPW
25 3000 Rockefeller Avenue M/S 607
26 Everett, Washington 98201
27 425-388-6655
28 Dmccormick@snoco.org

29 City's Initial Administrator:

30 Tom Hood, P.E.
31 City Engineer
32 City of Everett Public Works
33 3200 Cedar St.
34 Everett, WA 98201
35 425-257-8800
36 thood@everettwa.gov

37 Either party may change its Administrator at any time by delivering written notice
of such party's new Administrator to the other party.

1 **2. Effective Date and Duration**

2 As provided by RCW 39.34.040, this Agreement shall not take effect unless and
3 until it has (i) been duly executed by both Parties, and (ii) either filed with the
4 County Auditor or posted on the County's Interlocal Agreements website. This
5 Agreement shall remain in effect until all obligations of the Parties are discharged,
6 unless earlier terminated pursuant to the provisions of Section 11 below.

1 **3. City Responsibilities**

2 3.1 Lead Agency. The City shall serve as the lead agency for the purposes of
3 Planning Study.

1 3.2 Planning Study. A scope of work and location of the Planning Study is
2 contained in Exhibit A attached hereto.

3
4 (a) The City shall provide the County with an opportunity to review the
5 Planning Study, as required under Section 6 of this Agreement,

6
7 (b) The City shall segregate the costs of the Planning Study in the manner
8 described in Subsection 5.2 below.

9
10 3.3 Invoicing. The City, pursuant to Section 5 of this Agreement, shall invoice
11 the County for the Planning Study provided under this Agreement.

12
13 3.4 Quality of Planning Study. The Planning Study provided under this
14 Agreement by the City shall be of good quality and consistent with
15 appropriate and accepted industry standards.

16
17 3.5 Independent Contractor. The City will perform its obligations under this
18 Agreement as an independent contractor and not as an agent, employee, or
19 servant of the County. The City has the express right to direct and control
20 the City's activities in providing the agreed services in accordance with the
21 specifications set out in this Agreement. The County shall only have the
22 right to ensure performance.

23
24 3.6 Sub-Contracting. The City may, in its sole discretion, hire one or more
25 contractors/consultants and/or sub-contractors/consultants to perform some
26 or all of the services.

27
28 **4. County Responsibilities**

29
30 4.1 Document Review and Cooperation. The County shall review and provide
31 its comments on the Planning Study pursuant to Section 6 of this
32 Agreement. The County shall make its Public Works Department staff
33 available to the City at reasonable times and upon reasonable advance
34 notice, for purposes of facilitating the City's performance of the Planning
35 Study.

36
37 4.2 Grant of Access. The County grants to the City, for the purpose of
38 performing its obligations under this Agreement, permission and right-of-
39 entry on, over, under, above and through those County rights-of-way that
40 the County is responsible for maintaining that are necessary or convenient,
41 in the reasonable judgment of the County engineer, for the City to access in
42 performing the Planning Study.

43
44 4.3 County Reimbursement of Costs for Planning Study Performed by City.
45 The County, pursuant to Section 5 of this Agreement, shall be reimburse the
46 City for the County's portion of the costs of Planning Study provided by the
47 City.

1 4.4 Payment of Invoice. Unless the County delivers written notice to the City
2 disputing the amount of a particular invoice, the County shall make payment on all invoices
3 submitted by the City within thirty (30) days following receipt by the County of said
4 invoice. Timely payment of an invoice shall not constitute acceptance by the County of
5 the Planning Study at issue which shall be governed by Section 6 below.
6

7 **5. Estimate, Segregation and Costs Attributed to Planning Services**
8

9 5.1 Estimated Cost of Planning Study.
10

11 (a) The total cost of Planning Services is estimated to be \$2,315,000, of which
12 the Grant will fund up to \$2,000,000 or eighty-six and one half percent
13 (86.5%) of eligible costs, whichever is less. The Parties will pay the
14 remaining balance, which is estimated to be \$315,000 on lump sum basis
15 pursuant to Subsection 5.2. PROVIDED, that costs for additional Planning
16 Services associated with changes that both parties desire and have been
17 agreed to in an amendment pursuant to Subsection 13.1 of this Agreement,
18 will be segregated pursuant to Subsection 5.2 of this Agreement and the
19 County shall reimburse the City for the County's percentage portion
20 pursuant to Subsection 5.2 of this Agreement.
21

22 (b) The Parties agree the County's estimated cost share of the Planning Study
23 shall not exceed \$150,000 without written approval from the County
24 pursuant to Section 12 and Subsection 13.1 of this Agreement.
25

26 5.2 Segregation of Cost for Planning Study. The Parties desire to segregate the
27 cost of Planning Study not paid by the Grant on a lump sum basis with the
28 County paying \$150,000 and the City paying the remaining balance
29 estimated to be \$165,000.
30

31 5.3 Costs Directly Attributed to Planning Study. The City agrees that only those
32 costs directly attributed to the Planning Study and allowed under accepted
33 accounting procedures will be charged to the County. By way of example,
34 those costs directly attributed may include, but are not limited to, the
35 following types of cost components:
36

37 (a) Salaries, wages, benefits of all City employees engaged therein, plus a
38 fifteen percent (15%) administration rate of total labor cost incurred by the
39 City;
40

41 (b) Travel expenses, including mileage of City employees;
42

43 (c) Materials, when provided by the City;
44

45 (d) City-owned machinery and equipment, for which the City equipment rental
46 rate shall be included in computing the cost of the machinery and
47 equipment;

- 1
2 (e) Other costs and incidental expenses; including depreciation on City
3 machinery and equipment;
4
5 (f) The full cost to the City of rental machinery and equipment, together with
6 any operator furnished therewith;
7
8 (g) The cost of equipment, supplies, and related expenses when purchased by
9 the City; and
10
11 (h) Payment to consultants, sub-consultants, contractors or sub-contractors for
12 work performed on behalf of the City that is associated with the Planning
13 Study;
14

15 **6. Review and Acceptance by County of Planning Study**
16

- 17 6.1 Review and Acceptance of Planning Study by County. The County shall
18 have the right to review and comment on the Planning Study. Such review
19 and comment shall occur as described in this Section.
20
21 6.2 Planning Study Review Notice. The City shall provide the County with
22 written notice (each such notice, a "Study Review Notice") when the
23 Planning Study is at the following completion stages: (i) draft and (ii) final.
24 The County shall have twenty (20) business days after receiving a Study
25 Review Notice in which to review the study at issue and deliver written
26 comments to the City. The City, after each review stage, shall address and
27 incorporate the County's comments for that portion of the Planning Study
28 located within the County and in the final study.
29
30 6.3 Deemed Acceptance. Should the County fail to respond to a Study Review
31 Notice within the twenty (20) business day period set forth above, the
32 County shall be deemed to have accepted and approved the portion of the
33 Planning Study at issue.
34

35 **7. Indemnification/Hold Harmless**
36

- 37 7.1 County's Indemnification of City. The County shall indemnify, defend and
38 hold the City harmless from and against all liabilities, suits, losses, costs,
39 damages, claims, expenses, penalties or charges, including, without
40 limitation, reasonable attorneys' fees and disbursements, that the City may
41 incur or pay out by reason of: (i) any accidents, damages or injuries to
42 persons or property occurring in, on, about or around the project area due to
43 or arising out of the County's performance pursuant to this Agreement, but
44 only to the extent such accidents, damages or injuries are due to any
45 negligent or wrongful act or omission of the County; or (ii) any breach or
46 Default (as such term is defined in Section 10.1 below) by the County under
47 this Agreement.

1
2 7.2 City's Indemnification of County. The City will require consultants hired
3 by the City for Planning Study to indemnify, defend, and hold harmless
4 Snohomish County and its elected officials, employees, officers, and agents
5 with respect to work performed for this Project to the same extent that the
6 City is provided such indemnification. To the extent such indemnity by
7 consultants does not apply, the City shall indemnify, defend and hold the
8 County harmless from and against all liabilities, suits, losses, costs,
9 damages, claims, expenses, penalties or charges, including, without
10 limitation, reasonable attorneys' fees and disbursements, that the County
11 may incur or pay out by reason of: (i) any accidents, damages or injuries to
12 persons or property occurring in, on or around the project area due to or
13 arising out of the City's performance pursuant to this Agreement, but only
14 to the extent the same are caused by any negligent or wrongful act of the
15 City; or (ii) any breach or Default (as such term is defined in Section 10.1
16 below) of the City under this Agreement.
17

18 7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification
19 provisions of Sections 7.1 and 7.2 above are specifically intended to
20 constitute a waiver of each party's immunity under Washington's Industrial
21 Insurance Act, Title 51 RCW, as respects the other party only, and only to
22 the extent necessary to provide the indemnified party with a full and
23 complete indemnity of claims made by the indemnitor's employees. The
24 parties acknowledge that these provisions were specifically negotiated and
25 agreed upon by them.
26

27 7.4 Survival. The provisions of this Section 7 shall survive the expiration or
28 earlier termination of this Agreement.
29

30 8. Insurance

31
32 8.1 Each party shall maintain its own insurance and/or self-insurance for its
33 liabilities from damage to property and /or injuries to persons arising out of
34 its activities associated with this Agreement as it deems reasonably
35 appropriate and prudent. The maintenance of, or lack thereof of insurance
36 and/or self-insurance shall not limit the liability of the indemnifying part to
37 the indemnified party(s).
38

39 8.2 Consultants and contractors hired by the City shall name Snohomish
40 County, its elected officials, employees, officers and agents as an additional
41 insured with respect to the work performed for this Planning Study.
42 Additional insured status shall be evidenced with an additional insured
43 endorsement.
44

45 9. Compliance with Laws

46 In the performance of its obligations under this Agreement, each party shall comply
47 with all applicable federal, state, and local laws, rules and regulations.

1
2 **10. Default and Remedies**
3

4 10.1 Default. If either the County or the City fails to perform any act or
5 obligation required to be performed by it hereunder, the other party shall
6 deliver written notice of such failure to the non-performing party. The non-
7 performing party shall have thirty (30) days after its receipt of such notice
8 in which to correct its failure to perform the act or obligation at issue, after
9 which time it shall be in default ("Default") under this Agreement;
10 provided, however, that if the non-performance is of a type that could not
11 reasonably be cured within said thirty (30) day period, then the non-
12 performing party shall not be in Default if it commences cure within said
13 thirty (30) day period and thereafter diligently pursues cure to completion.
14

15 10.2 Remedies. In the event of a party's Default under this Agreement, then after
16 giving notice and an opportunity to cure pursuant to Section 10.1 above, the
17 non-Defaulting party shall have the right to exercise any or all rights and
18 remedies available to it in law or equity.
19

20 **11. Early Termination**
21

22 11.1 30 Days' Notice. Except as provided in Section 11.2 below, either party
23 may terminate this Agreement at any time, with or without cause, upon not
24 less than thirty (30) days' advance written notice to the other party. The
25 termination notice shall specify the date on which the Agreement shall
26 terminate.
27

28 11.2 Lack of Funding. This Agreement is contingent upon governmental
29 funding and local legislative appropriations. In the event that funding from
30 any source is withdrawn, reduced, limited, or not appropriated after the
31 effective date of this Agreement, this Agreement may be terminated by
32 either party immediately by delivering written notice to the other party. The
33 termination notice shall specify the date on which the Agreement shall
34 terminate.
35

36 11.3 Calculation of Costs Due Upon Early Termination. Upon early termination
37 of this Agreement by either Party as provided in this Section 11, the County
38 shall pay the City for all Planning Services performed up to the date of
39 termination, as well as the costs of any and all non-cancelable obligations.
40 The City shall notify the County within thirty (30) days of the date of
41 termination of all remaining costs including non-cancelable costs. No
42 payment shall be made by the County for any expense incurred or Planning
43 Study performed following the effective date of termination unless
44 authorized in writing by the County.

1 **12. Notices**

2
3 All notices required to be given by any party to the other party under this Agreement
4 shall be in writing and shall be delivered either in person, by United States mail, or
5 by electronic mail (email) to the applicable Administrator or the Administrator's
6 designee. Notice delivered in person shall be deemed given when accepted by the
7 recipient. Notice by United States mail shall be deemed given as of the date the
8 same is deposited in the United States mail, postage prepaid, and addressed to the
9 Administrator, or their designee, at the addresses set forth in Section 1.4 of this
10 Agreement. Notice delivered by email shall be deemed given as of the date and
11 time received by the recipient.
12

13 **13. Miscellaneous**

14
15 13.1 Entire Agreement; Amendment. This Agreement constitutes the entire
16 agreement between the parties regarding the subject matter hereof, and
17 supersedes any and all prior oral or written agreements between the parties
18 regarding the subject matter contained herein. This Agreement may not be
19 modified or amended in any manner except by a written document signed
20 by both Parties; PROVIDED, that the County Public Works Director and
21 City Mayor are authorized to execute written amendments to the Agreement
22 for additional Planning Study requested pursuant to Sub-section 5.1(a) of
23 this Agreement not exceeding a total of one hundred fifty thousand dollars
24 (\$150,000).
25

26 13.2 Governing Law and Venue. This Agreement shall be governed by and
27 enforced in accordance with the laws of the State of Washington. The venue
28 of any action arising out of this Agreement shall be in the Superior Court of
29 the State of Washington, in and for Snohomish County.
30

31 13.3 Interpretation. This Agreement and each of the terms and provisions of it
32 are deemed to have been explicitly negotiated by the parties, and the
33 language in all parts of this Agreement shall, in all cases, be construed
34 according to its fair meaning and not strictly for or against either of the
35 parties hereto. The captions and headings in this Agreement are used only
36 for convenience and are not intended to affect the interpretation of the
37 provisions of this Agreement. This Agreement shall be construed so that
38 wherever applicable the use of the singular number shall include the plural
39 number, and vice versa, and the use of any gender shall be applicable to all
40 genders.
41


42 13.4 Severability. If any provision of this Agreement or the application thereof
43 to any person or circumstance shall, for any reason and to any extent, be
44 found invalid or unenforceable, the remainder of this Agreement and the
45 application of that provision to other persons or circumstances shall not be
46 affected thereby, but shall instead continue in full force and effect, to the
47 extent permitted by law.

- 1 13.5 No Waiver. A party's forbearance or delay in exercising any right or
2 remedy with respect to a Default by the other party under this Agreement
3 shall not constitute a waiver of the Default at issue. Nor shall a waiver by
4 either party of any particular Default constitute a waiver of any other
5 Default or any similar future Default.
6
7 13.6 No Assignment. This Agreement shall not be assigned, either in whole or
8 in part, by either party without the express written consent of the other party,
9 which may be granted or withheld in such party's sole discretion. Any
10 attempt to assign this Agreement in violation of the preceding sentence shall
11 be null and void and shall constitute a Default under this Agreement.
12
13 13.7 Warranty of Authority. Each of the signatories hereto warrants and
14 represents that he or she is competent and authorized to enter into this
15 Agreement on behalf of the party for whom he or she purports to sign this
16 Agreement.
17
18 13.8 No Joint Venture. Nothing contained in this Agreement shall be construed
19 as creating any type or manner of partnership, joint venture or other joint
20 enterprise between the parties.
21
22 13.9 No Third Party Beneficiaries. This Agreement and each and every
23 provision hereof are for the sole benefit of the City and the County. No
24 other persons or parties shall be deemed to have any rights in, under or to
25 this Agreement.
26
27 13.10 Execution in Counterparts. This Agreement may be executed in two or
28 more counterparts, each of which shall constitute an original and all of
29 which shall constitute one and the same agreement.
30

31 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date
32 first above written.
33

34 SNOHOMISH COUNTY

CITY OF EVERETT

35
36
37 By: 
38 County Executive
39 KEN KLEIN
40 Executive Director
41
42
43
44
45
46
47

By: _____
Cassie Franklin
Mayor

Attest:

Office of the City Clerk



City Council Agenda Item Cover Sheet

Project title: Everett 2044 Comprehensive Plan Periodic Update

Council Bill #

Agenda dates requested:

Briefing 07/31/24

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425257-87-25

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Everett 2044 Comprehensive Plan/Development Regulations Periodic Update

Partner/Supplier: NA

Location: Citywide

Preceding action: June 12 Built Environment Committee Briefing

Fund: NA

Fiscal summary statement:

None

Project summary statement:

Staff will update the council on the Everett 2044 comprehensive plan and development regulation periodic update. See everettwa.gov/2044 for more information.

Recommendation (exact action requested of Council):

Briefing only at this time, anticipated action on the Comprehensive Plan in early 2025.



Everett 2044

Planning our future together



Everett 2044 Periodic Update

July 31, 2024

Periodic Update Status



Everett 2044

Planning our future together

Periodic Update Status - Three Primary Tracks

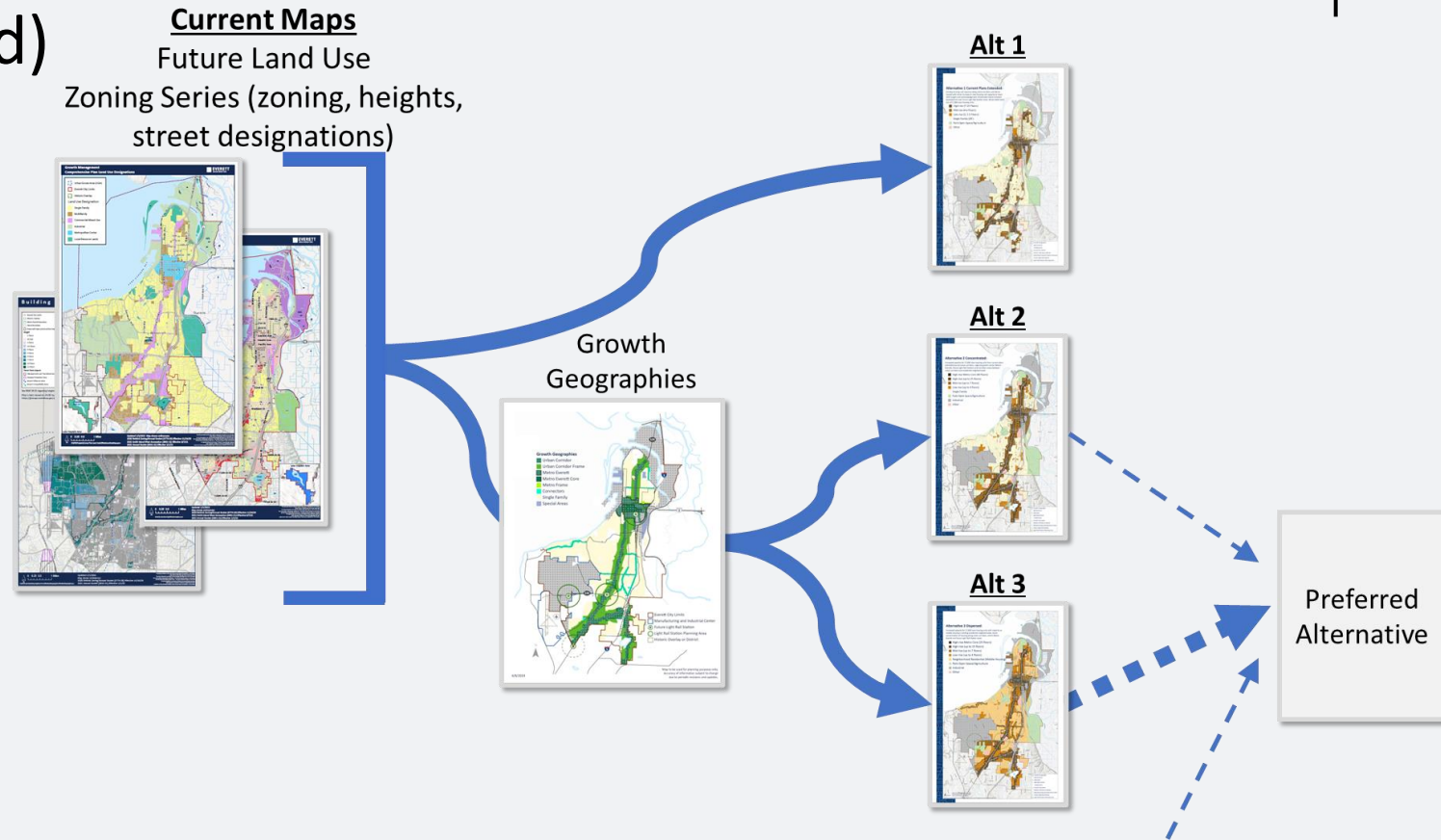
- Land use and zoning maps
- Goals, policies, actions (plan document)
- Middle housing regulations

Land Use and Zoning Maps

- Review of alternatives ongoing
- Environmental Impact Statement later this year
- Staff working on centers concept

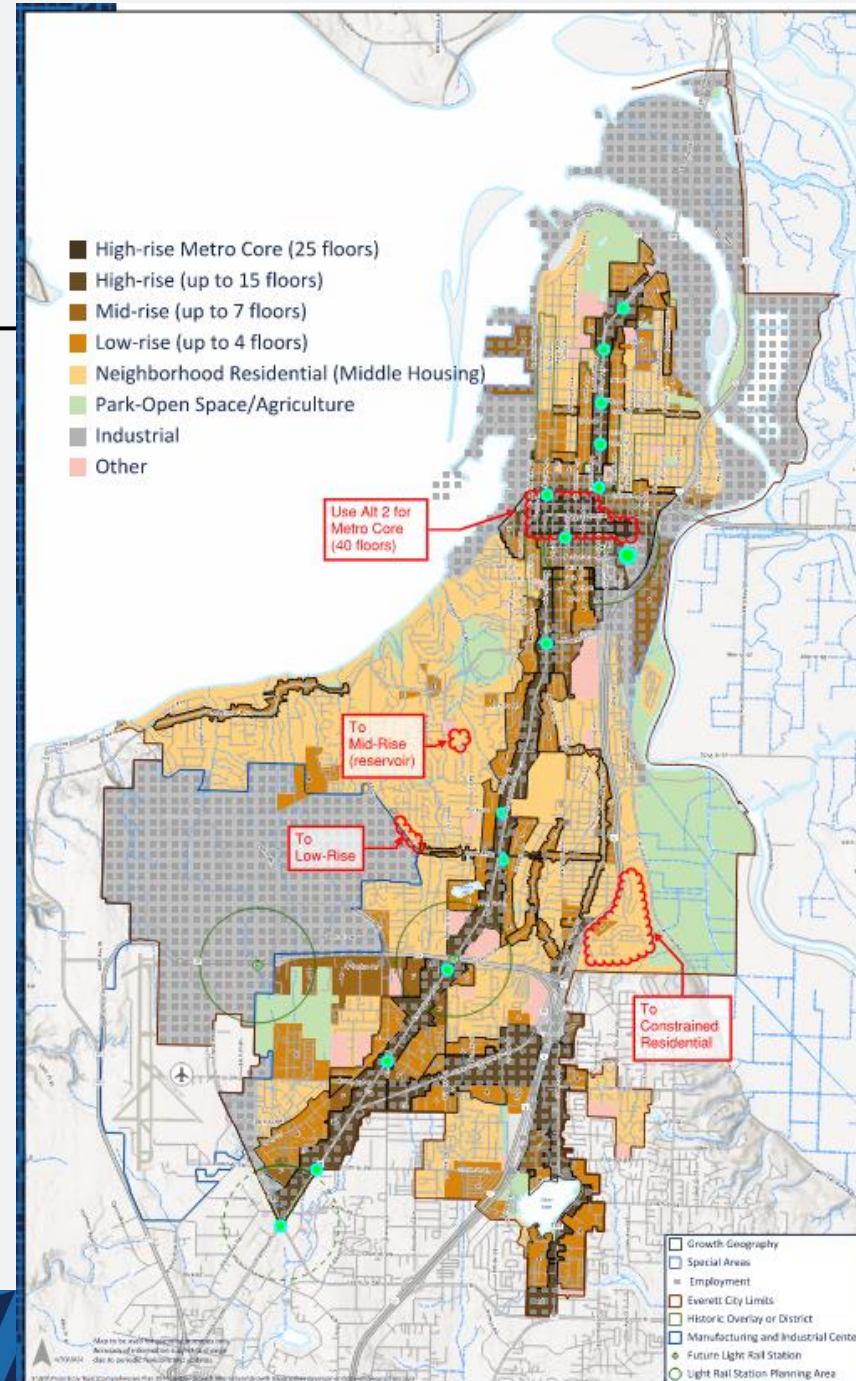
Land Use and Zoning Maps

- Looking at Alt 3 (Dispersed) as starting point for preferred alternative



Land Use and Zoning Maps

- Looking at Alt 3 (Dispersed) as starting point, then:
 - Use higher heights from Alt 2 in Metro Core
 - Consider higher heights from Alt 2 in centers
 - Add Reservoir #5 to Mid-Rise (water utility request)
 - Add N side Glenwood to Kenwood Dr to Low-Rise (staff request)
 - Remove Valley View from middle housing (staff request)



Goals, Policies, Actions, Plan Document



Goal

The end toward which effort is directed.
Desired outcomes / intended achievements

Policy

A definite course or method of action selected from among alternatives and in light of given conditions to guide and determine present and future decisions.
A high-level overall plan embracing the general goals and acceptable procedures especially of a governmental body.

Guidance for actions / framework for future decision making / authorization for implementing regulations


Action

The accomplishment of a thing usually over a period of time, in stages, or with the possibility of repetition.
Clear and discrete city work program items



Definitions from Merriam-Webster

Elements *(Planning Commission Meetings)*



Climate Change &
Resiliency *(June-July)*

Housing *(July-Aug)*

Urban Form *(Aug)*

Design & Development *(Aug-Sept)*

Economic Development *(Sept)*

Marine Port *(Sept)*



Transportation *(Oct)*

Healthy Community *(Oct)*

Parks, Recreation, Open Space *(Oct)*

Public Facilities & Services *(Nov)*

Engagement, Administration &
Implementation *(Nov)*

Bringing it all together *(Dec-Jan)*

Climate Change & Resiliency Element

Key Inputs

- State Law and Agency Rules (see [Dept. of Commerce](#))
- Regional policies ([VISION 2050](#) and [Countywide Planning Policies](#))
- City of Everett [Climate Action Plan](#) (2020)
- Everett [Hazard Mitigation Plan](#) (2024)
- [Mayoral directive 2023-04](#)

Drafts available

- Goal alignment sheet
- Goals, policies, actions

Climate Change and Resiliency Element			
The City of Everett is a leader in climate action and the green economy. We partner with communities and businesses to work toward carbon neutrality, sustain healthy, resilient, and livable communities, preserve the natural environment and a robust local economy, and enhance quality of life for all residents and generations to come.			
Overarching Regional Goals	Adopted Action Strategies	Existing Comprehensive Plan Goals	Proposed Everett 2044 Goals
WA GSA [14] Climate change and resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A.022 and chapter 16.50 RCW adapt to and mitigate the effects of a changing climate, support reductions in greenhouse gas emissions, and per capita vehicle miles traveled, prepare for climate impact scenarios, foster resiliency to climate impacts and natural hazards, protect and enhance environmental, economic, and human health and safety, and advance environmental justice.	Climate Action Plan (approved Jan. 2020) Reduce Everett community GHG emissions 50% by 2030 (50-50) and 80% by 2050 (80-80), compared to the 2014 base year. Reduce municipal GHG emissions 50% by 2030 and achieve carbon neutrality by 2050. T.1. Encourage non-car travel T.2. Transition to the use of clean, energy-efficient vehicles T.3. Facilitate the transportation system L.1.1. Create centralized activity centers with a dense and diverse mix of services, amenities, jobs and housing types in areas well-served by public transit. L.1.2. Develop vibrant, livable and livable neighborhoods by improving walkability and green spaces. PGCA Objectives The region's GHG emissions are reduced to 50% below 1990 levels by 2030 and the region is on a trajectory to achieve the state goal of 80% below 1990 levels by 2050. CPR Goal 7 The County and cities should support the implementation of the state's climate change initiatives and work toward developing a common framework to analyze climate change impacts when conducting environmental review under RCW.	Everett Comprehensive Plan (2015-2035) Goal 10.1 Improve air quality for present and future generations and reduce the impacts of climate change by reducing greenhouse gas (GHG) emissions. Goal 10.2 Integrate land use, transportation, urban design and infrastructure to improve quality of life in the community while increasing densities in centers and arterial corridors. Goal 10.3 Plan for housing and job growth in ways that use fewer resources than we do now. Goal 10.4 The city will lead by example and encourage other community stakeholders to commit to actions that optimize reductions to greenhouse gas emissions. Goal 10.5 Protect the public interest and involve citizens in climate change decision-making and actions. Goal 10.6 Encourage policy decisions and priorities that focus on reducing long-term impacts on natural and human environments. Goal 10.7 Establish policies for GHG reduction and climate change adaptation that benefits multiple City goals, such as promoting clean air and livable neighborhoods. Goal 10.8 Continue to identify the community's vulnerabilities to the impacts of climate change and respond as new information is developed. Goal 10.9 Assess vulnerable populations who are disproportionately affected by the impacts of climate change. Goal 10.10 Optimize the resilience of natural systems.	Everett Comprehensive Plan (2015-2035) Goal CCR-1 Everett community greenhouse gas emissions decrease 50% from 2014 to 2030 and 80% from 2014 to 2050. Goal [T] Per capita vehicle miles traveled by Everett residents and employees decrease ____ by ____. Goal TR ____ % of the city's cars and light trucks are new emissions by 20____ (CAP 1.2, NPP-GC-1) Goal UP ____ Local clean energy production increases ____ (NPP-GC-2) Goal [B] (Building/residential/commercial/industry) energy reduction ____ by ____ (NPP-GC-3) Goal CCR-2 Municipal greenhouse gas emissions decrease 50% from 2014 to 2030 and to net zero by 2050. Goal CCR-5 Everett is prepared for and resilient to impacts and hazards related to climate change. (NPP-GC-7) Goal EA-4 Residents and businesses are engaged in climate change decision-making and actions. Goal CCR-4 Vulnerable communities benefit from greenhouse gas emission reduction actions, including improved local air quality and safer streets. (NPP-GC-4, RCW 36.70A.070)(6)(ii))

Climate Change and Resiliency Element	
The City of Everett is a leader in climate action and the green economy. We partner with communities and businesses to work toward carbon neutrality, sustain healthy, resilient, and livable communities, preserve the natural environment and a robust local economy, and enhance quality of life for all residents and generations to come.	
Everett 2044 CLIMATE CHANGE AND RESILIENCY ELEMENT PROPOSED GOALS/POLICIES/INITIATIVES	
Vision for the Future The City of Everett is a leader in climate action and the green economy. We partner with communities and businesses to work toward carbon neutrality, sustain healthy, resilient, and livable communities, preserve the natural environment and a robust local economy, and enhance quality of life for all residents and generations to come.	
Element Scope The Element Management for climate change and resiliency planning goal requires that planning for the state through the comprehensive plan, development regulations, development regulations, plans, and strategies under RCW 36.70A.022 and chapter 16.50 RCW adapt to and mitigate the effects of a changing climate, support reductions in greenhouse gas emissions, and per capita vehicle miles traveled, prepare for climate impact scenarios, foster resiliency to climate impacts and natural hazards, protect and enhance environmental, economic, and human health and safety, and advance environmental justice.	
Key Definitions Climate Change: Climate change refers to the alteration of the global atmosphere attributed to human activity, independent of natural climate variability. Climate change effects are not limited to global warming, but include a wide range of weather and climate events, including extreme weather events. Climate Resilience: The ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances either by avoiding such as increased frequency and intensity of storms, flooding, wildfires, and other natural hazards. Climate Justice: Meeting the needs of the present without compromising the ability of future generations to meet their own needs. Greenhouse Gas (GHG): Gases that absorb heat infrared radiation emitted from the earth's surface. Increases in the atmospheric concentration of these gases and Earth to warm by trapping more of the heat. These gases include water vapor, carbon dioxide, methane, nitrous oxide and ozone. Climate Impact: A climate scenario scenario.	
CLIMATE CHANGE AND RESILIENCY ELEMENT PROPOSED GOALS/POLICIES/INITIATIVES	

PROPOSED CLIMATE CHANGE & RESILIENCY GOALS

- Goal CC-1: Everett community greenhouse gas (GHG) emissions decrease 50% from 2014 to 2030 and 80% from 2014 to 2050.
- Goal CC-2: Municipal greenhouse gas emissions decrease 50% from 2014 to 2030 and to net zero by 2050.
- Goal CC-3: Increase renewable energy production and use.
- Goal CC-4: Everett is prepared for and resilient to impacts, hazards and emergencies related to climate change.
- Goal CC-5: Actions taken to reduce greenhouse gas emissions produce co-benefits including improved local air quality, fewer traffic collisions, and overburdened communities benefit most.

Key Inputs

- State Law and Agency Rules (see [Dept. of Commerce](#))
- Regional policies ([VISION 2050](#) and [Countywide Planning Policies](#))
- Puget Sound Regional Council [Regional Housing Strategy](#)
- Snohomish County HART [Report and Action Plan](#)
- Everett [Rethink Housing Action Plan](#)
- Mayoral Directive 2023-03: [Housing choices for all](#)

Drafts available

- Goal alignment sheet
- Goals, policies, actions

Everett 2044

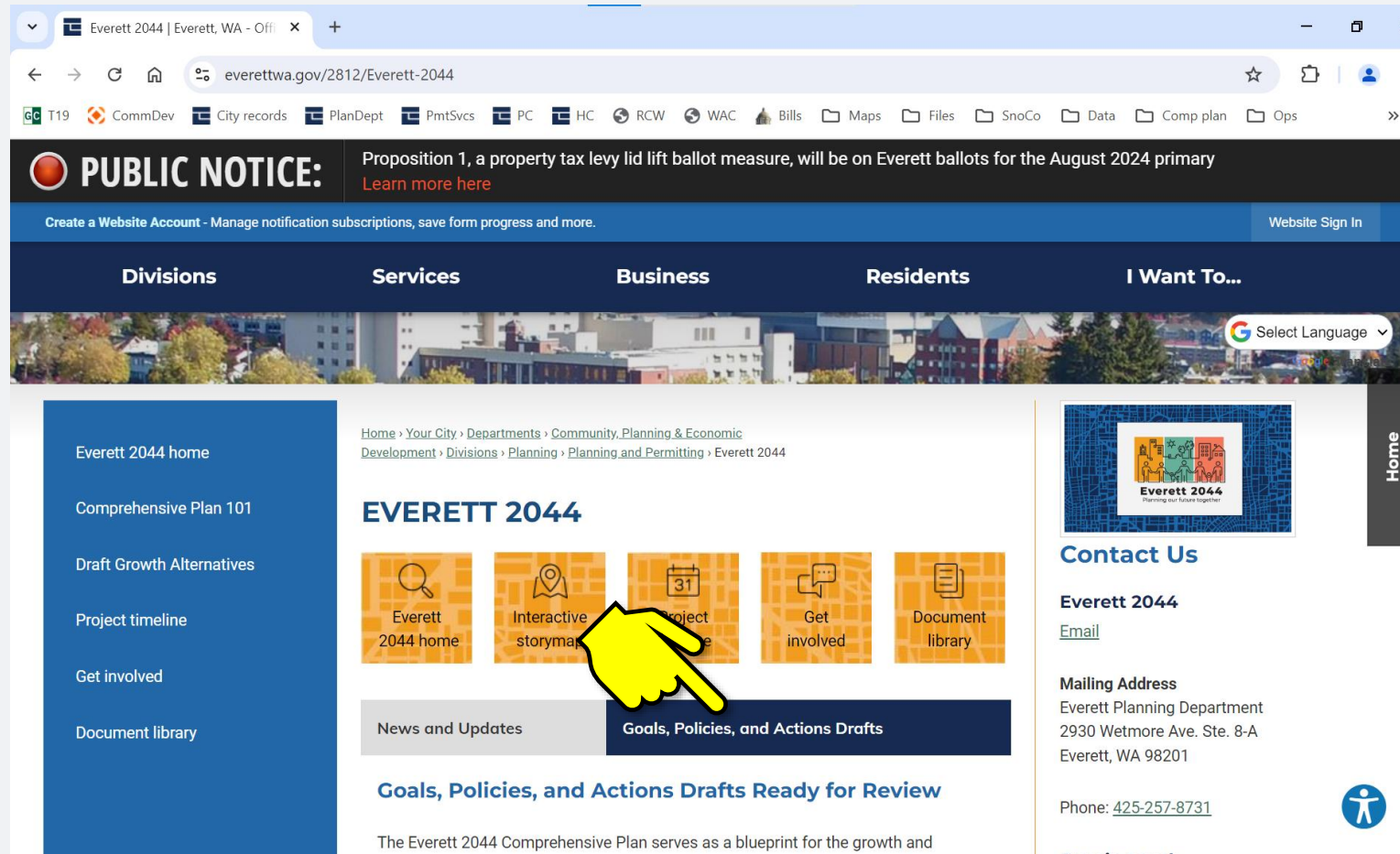
[illegible]

 <p>UNIVERSITY OF ESSEX 2024</p>	<p>EXHIBIT 2024 PROPOSED CURRICULUM/PROGRAM</p>
<p>HOUSING [30]</p>	
<p>HOUSING TOPICS AND OPPORTUNITIES</p>	
<p>GOALS</p>	<p>10-01 Increase awareness of the 2034 Essex housing units to meet the needs of Essex's growing population. Increase the city's housing stock to include a wider variety of housing, with more entry-level housing.</p>
<p>HO-12</p>	<p>12-01 Ensure a diverse housing stock throughout the city to meet the needs of all individuals and households, including those with low income, seniors, and people with disabilities. Identify sources of affordable income, such as transportation, and cultural and historical resources. (BPP #4-22)</p>
<p>HO-12</p>	<p>12-02 Foster affordable housing opportunities throughout the city, including the reuse of vacant buildings and other structures, and encourage the development of new affordable housing. Encourage alternative methods of financing, such as public-private partnerships, and encourage innovative financing mechanisms. (BPP #4-22)</p>
<p>HO-12</p>	<p>12-03 Evaluate the impact of development projects when addressing development opportunities. (BPP #4-22)</p>
<p>HO-12</p>	<p>12-04 Require all housing to include open and recreation space on-site, except when otherwise stated.</p>
<p>HO-12</p>	<p>12-05 Collaborate with educational institutions to provide diverse housing options for students to campus and 30- and 60-minute walk to work.</p>
<p>HO-12</p>	<p>12-06 Promote accessible housing units and services for seniors.</p>
<p>HO-12</p>	<p>12-07 Require housing developments to incorporate facilities and amenities that enhance the quality of life and provide a sense of community.</p>
<p>HO-12</p>	<p>12-08 Allow innovative housing types, construction methods and provide for innovation opportunities that could serve as a model for new more affordable Housing Options.</p>
<p>Neighborhoods</p>	
<p>HO-12</p>	<p>12-09 Boost home ownership opportunities through education, regulatory, and financial incentives. (BPP #4-22)</p>
<p>HO-12</p>	<p>12-10 Provide for mixed income units and single units when condominium ownership of a building is used as a method of financing affordable housing. (BPP #4-22)</p>
<p>HO-12</p>	<p>12-11 Allow lot splits to encourage home ownership by simplifying regulations and streamlining the approval process. (BPP #4-22, BPP #4-23)</p>
<p>Code enforcement</p>	
<p>HO-12-1 Use the city's law enforcement program to resolve and rehabilitate existing homes.</p>	
	<p>UNIVERSITY OF ESSEX 2024 PROPOSED CURRICULUM/PROGRAM</p>

PROPOSED HOUSING ELEMENT GOALS

- Goal HO-1: Encourage development of 38,558 diverse housing units to meet the needs of Everett's growing community while ensuring the city's housing stock remains in excellent condition, with most existing homes preserved and well-maintained over the next 20 years.
- Goal HO-2: Housing is available to rent at prices affordable to the economic segments of Everett's population, including 2,900 emergency shelter beds, 3,700 permanent supportive housing apartments, and 19,700 housing units affordable to very low-income households.
- Goal HO-3: Ensure equitable access to opportunity and housing choice throughout the city's neighborhoods so that all residents may choose their neighborhood.

Rolling Reviews



The screenshot shows the Everett 2044 website interface. At the top, there is a browser tab for 'Everett 2044 | Everett, WA - Offi' and the URL 'everettwa.gov/2812/Everett-2044'. Below the browser bar is a navigation menu with links to T19, CommDev, City records, PlanDept, PmtSvcs, PC, HC, RCW, WAC, Bills, Maps, Files, SnoCo, Data, Comp plan, and Ops. A 'PUBLIC NOTICE' banner is visible, followed by a 'Create a Website Account' link and a 'Website Sign In' button. The main navigation bar includes 'Divisions', 'Services', 'Business', 'Residents', and 'I Want To...'. A banner image of a city street is shown with a 'Select Language' dropdown. On the left, a sidebar lists: 'Everett 2044 home', 'Comprehensive Plan 101', 'Draft Growth Alternatives', 'Project timeline', 'Get involved', and 'Document library'. The main content area features a breadcrumb trail: 'Home > Your City > Departments > Community, Planning & Economic Development > Divisions > Planning > Planning and Permitting > Everett 2044'. Below this is the 'EVERETT 2044' heading and five icons: 'Everett 2044 home', 'Interactive storymap', 'Project timeline', 'Get involved', and 'Document library'. A yellow hand cursor points to the 'Interactive storymap' icon. Below the icons are two tabs: 'News and Updates' and 'Goals, Policies, and Actions Drafts', with the latter being selected. The selected tab displays the heading 'Goals, Policies, and Actions Drafts Ready for Review' and the text 'The Everett 2044 Comprehensive Plan serves as a blueprint for the growth and...'. On the right, a 'Contact Us' section includes the 'Everett 2044' logo, an 'Email' link, a 'Mailing Address' (Everett Planning Department, 2930 Wetmore Ave. Ste. 8-A, Everett, WA 98201), and a 'Phone' number (425-257-8731). A 'Home' button is located on the far right of the main content area.



[EVERETTWA.GOV/2044](https://everettwa.gov/2044)

Middle Housing

May 21 and June 4 Planning Commission Workshops

Policy Framework

Regulatory Topics

- Future Land Use Designation & Zones
- Maximum Building Height
- Maximum Lot Coverage
- Open Space
- Setbacks
- Parking
- Streetscapes and frontage types
- Objective design standards

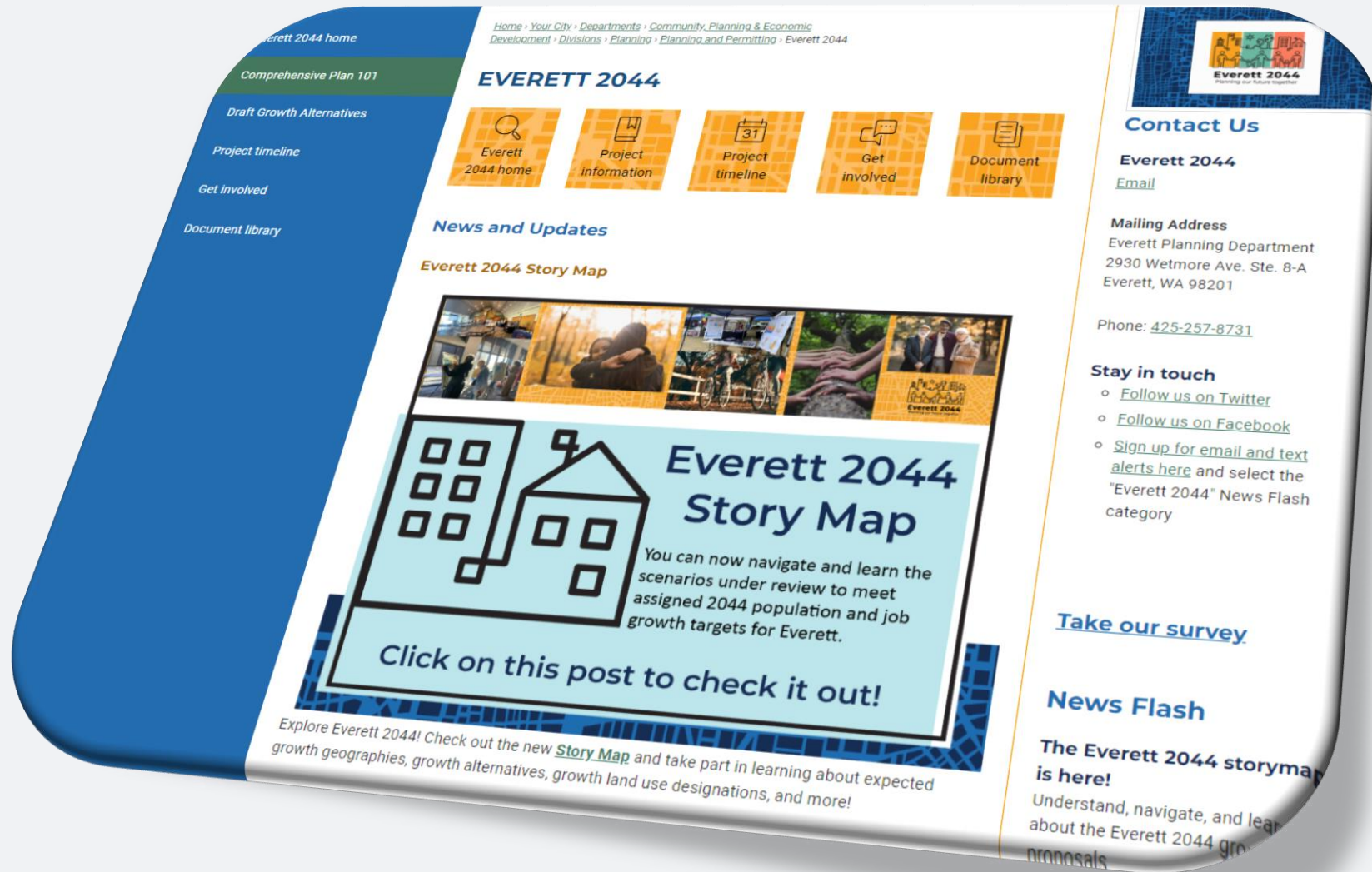
Overarching Considerations

- Infrastructure and public services
- Affordability
- Racially disparate impacts and displacement
- Historic resources
- Critical areas and stormwater

Next Steps

- Planning Commission continued work
- Seeking input on element rolling reviews
- City Council briefings
- Boards and commissions
- Outreach push in fall-winter





From: [Andrea Tucker](#)
To: [Dustin Gray](#); [Angela Ely](#)
Subject: [EXTERNAL] Everett Mall -REVIII24-007, REVIII24-008, REVI24-069 & REVI24-070
Date: Monday, July 29, 2024 10:45:59 AM

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

Hello, I would like to show support for the modifications and variations for the recreational project at the Everett Mall. I believe the increased signage is an important factor for the success of a business. I can cite many examples of people not finding businesses in Everett due to poor signage. Everett Mall Way is vast and confusing for people who are unfamiliar with the territory, combined with short dark days and poor street markings, obvious signage could potentially alleviate frustration, decrease fender benders and road rage incidents as people search for the location.

This type of recreational complex is a great benefit to the mall area and will attract people near and far. It will energize the current businesses and potentially attract new ones. It's time to do something out of the ordinary.

Good luck with this project to the developers and the City of Everett.

Andrea Tucker
3330 Wetmore Ave
Everett

Andrea Tucker, Real Estate Broker
Custom Home and Office Staging
John L. Scott Everett
10820 Evergreen Way
Everett, WA 98204
425-870-6699



Swift Gold Line

City of Everett

July 31, 2024



Swift Bus Rapid Transit (BRT)

Swift Network

Current Swift service

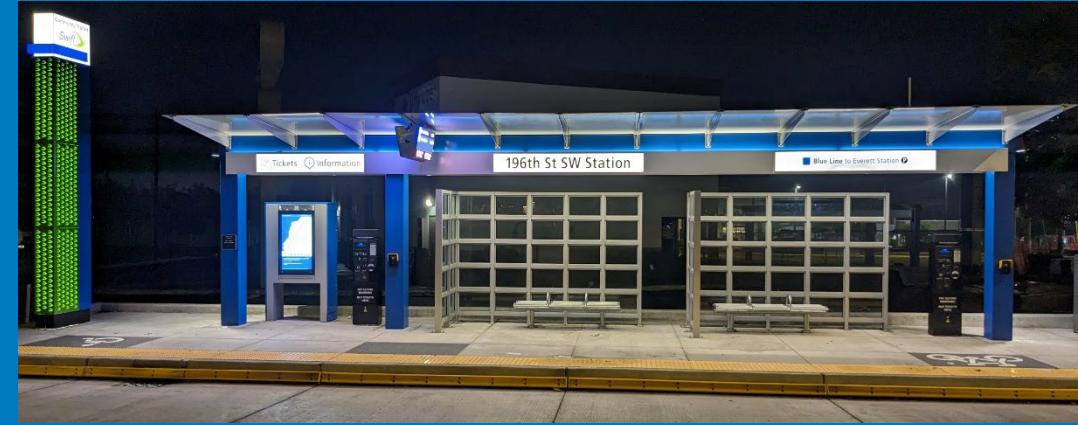
- Swift Blue Line
- Swift Green Line
- Swift Orange Line



What is Swift Bus Rapid Transit (BRT)?

Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

Frequent

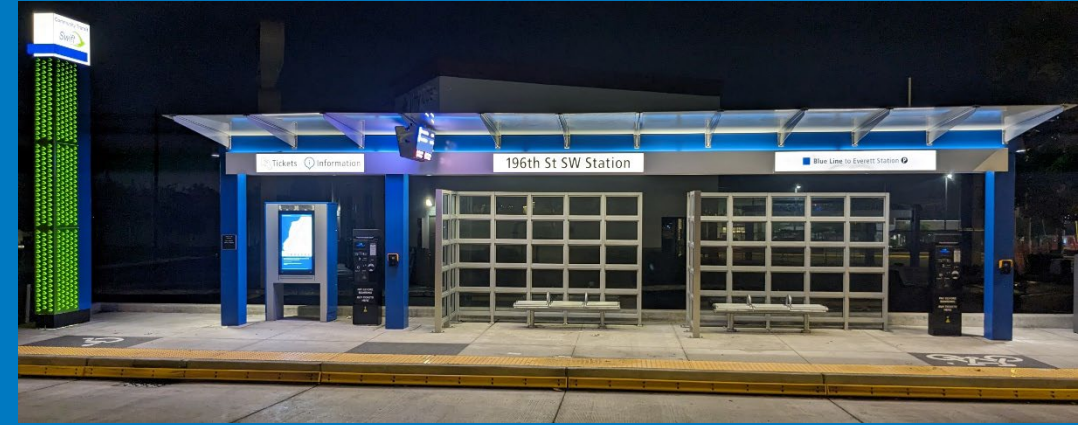
Reliable

Easy

- **Pay before you board at stations**
- **All-door boarding**

Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

Frequent

Reliable

Easy

- All-day service
- Every 10 minutes on weekdays
- Every 20 minutes on weekends

Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

Frequent

Reliable

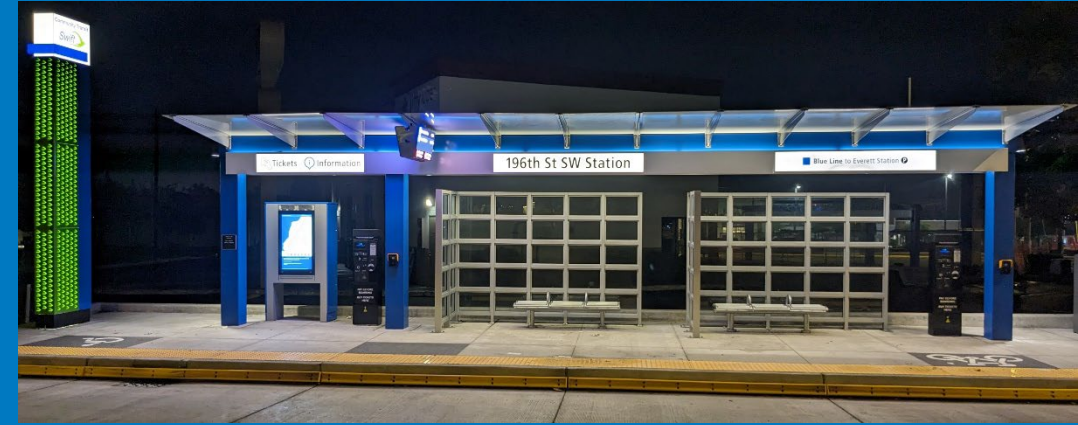
Easy

- Lane priority
- Signal priority



Swift Bus Rapid Transit (BRT)

What is Swift?



Fast

Frequent

Reliable

Easy

- **Real-time information**
- **Accessible for all passengers**
- **On-board bike racks**

BRT Examples around Washington

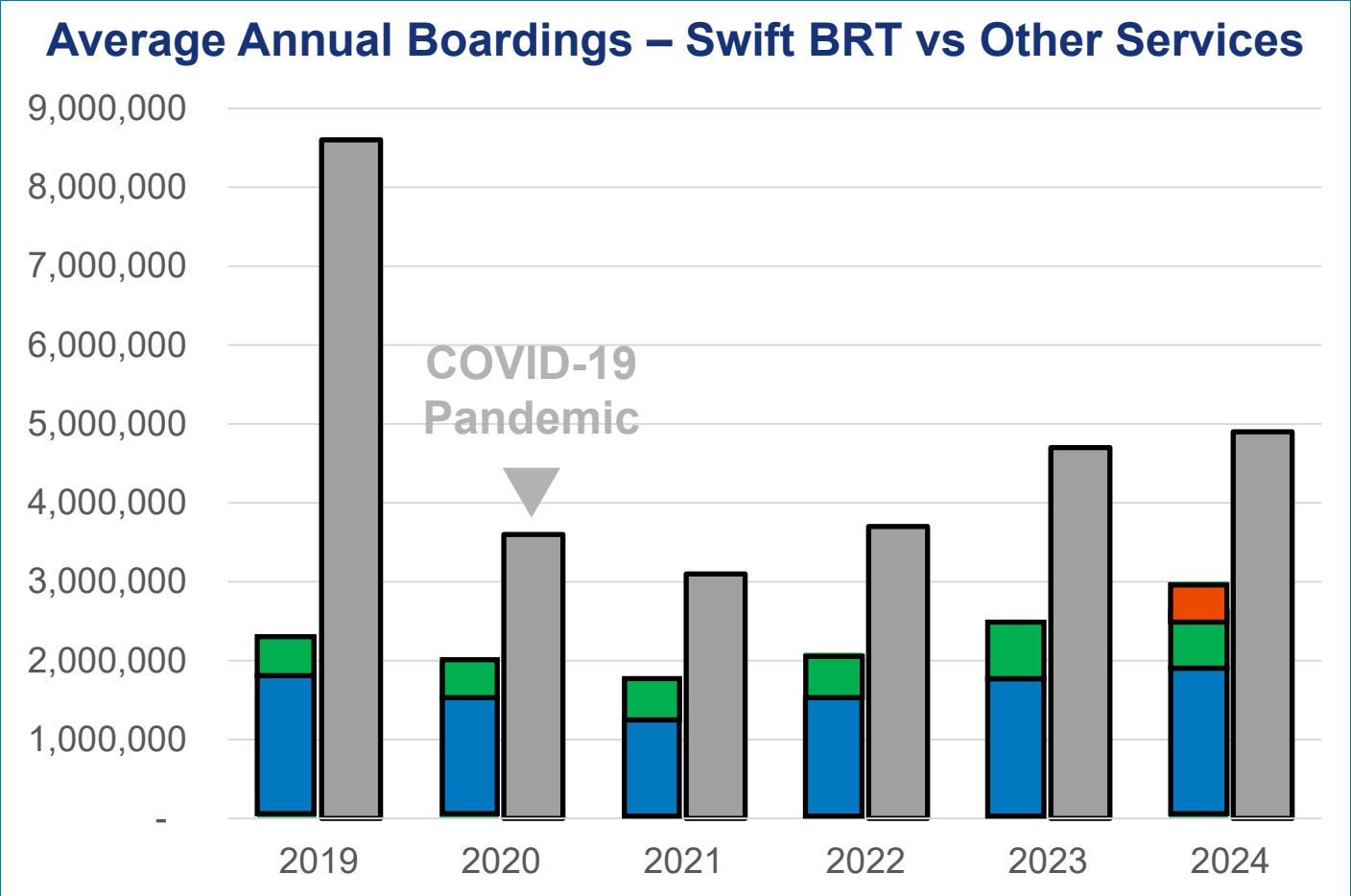


Swift, the first BRT in WA, opened in 2009

- RapidRide, King County Metro 2010
- The Vine, C-TRAN (Vancouver) 2017
- City Line, Spokane 2023
- Stride, Sound Transit 2027

Swift Bus Rapid Transit (BRT)

Ridership Trends



Swift Gold Line

Swift Gold Line

Project Goals & Benefits



**Provide frequent service
between Everett,
Marysville & Arlington**



**Improve connections
between local and
regional services,
including Light Rail**



**Improve transit
capacity, speed,
convenience, and
reliability**



**Support sustainable
planned regional
growth**

Swift Gold Line

Project Schedule

Currently in



2024-2025
Scoping Study



2025-2027
Environmental
& Design



2027-2029
Construction

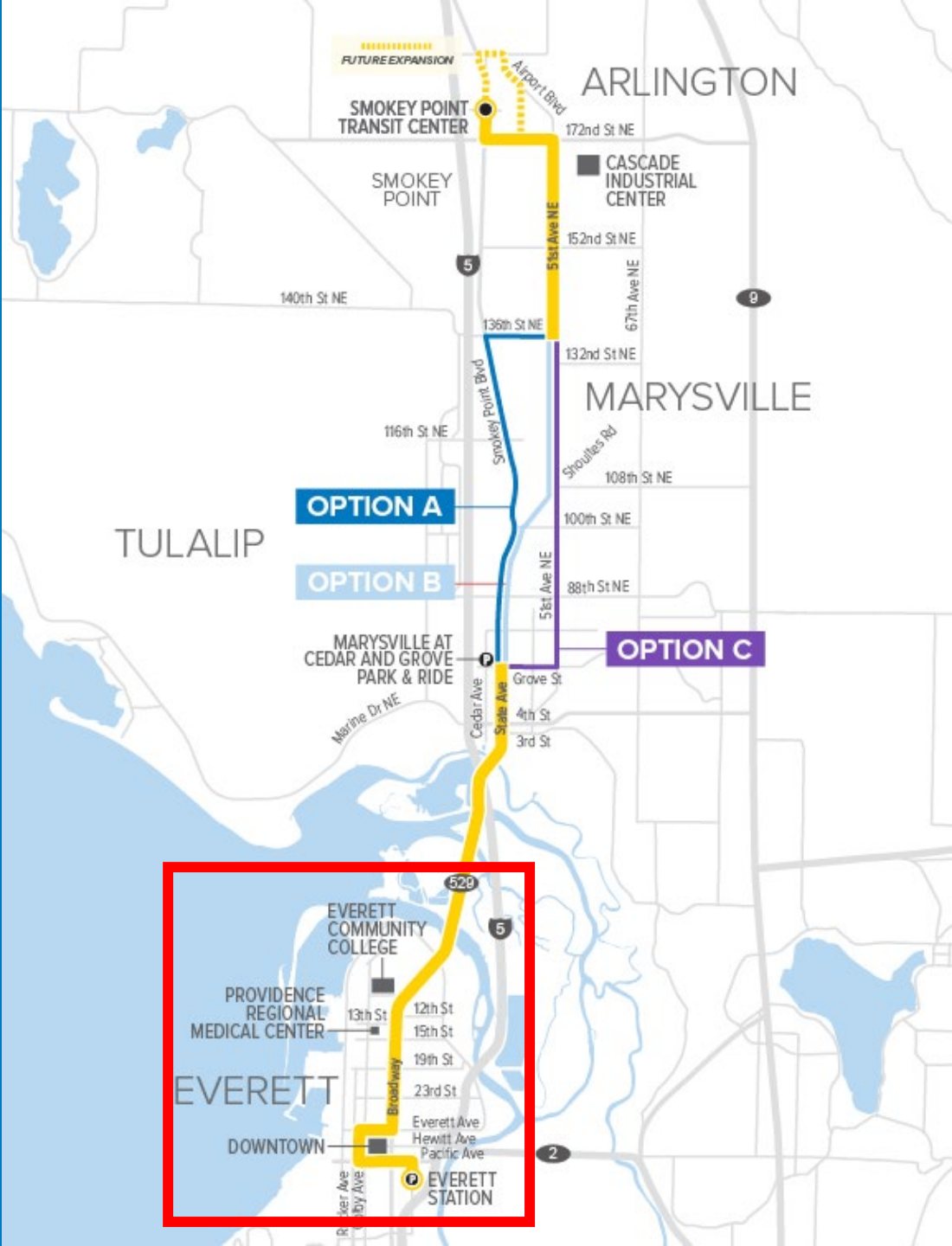


2029
Launch!



Swift Gold Line Route

Swift Gold Line Route



Swift Gold Line Route

Three Route Options

A: State Ave > 136th > 51st

B: State Ave > Shoultes > 51st

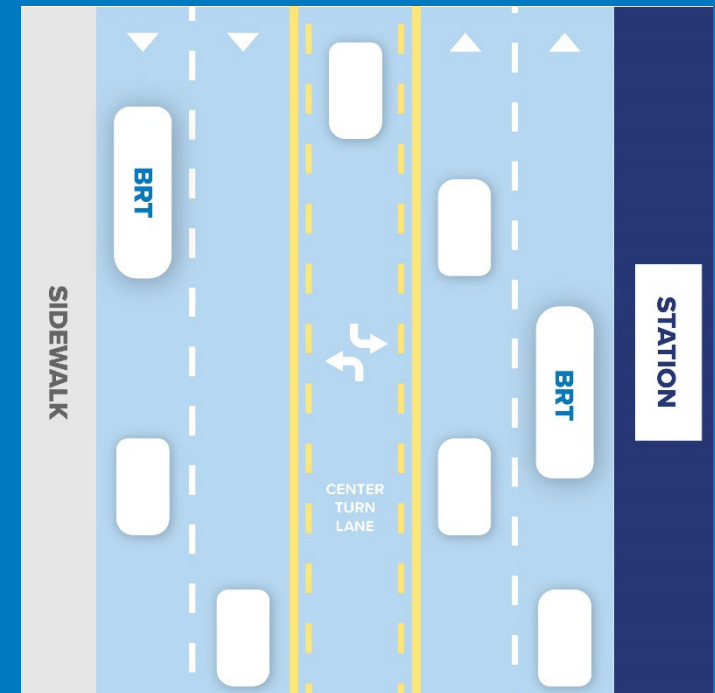
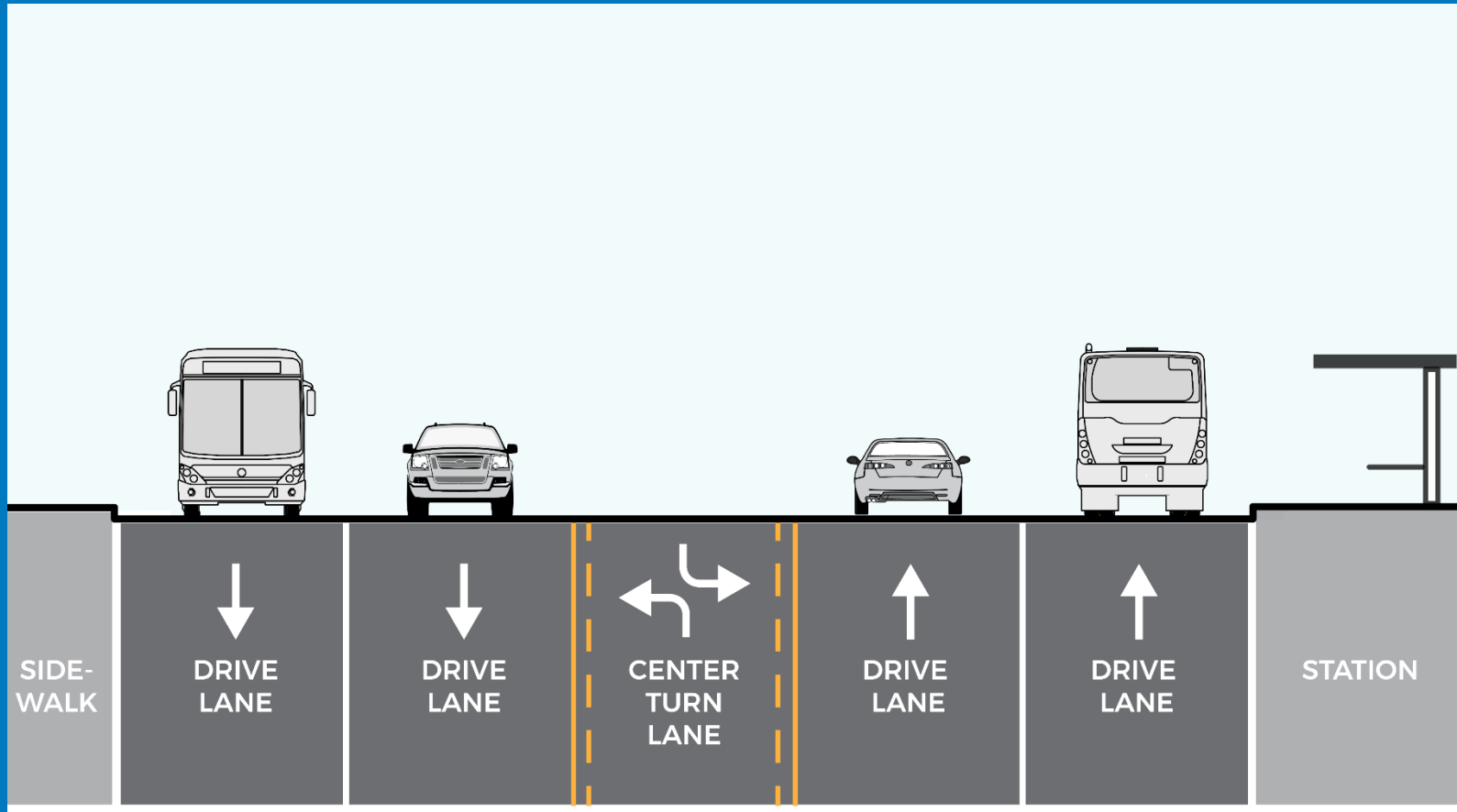
C: State Ave > 72nd/Grove > 51st



Corridor Vision and New Bus Travel Lane Concepts

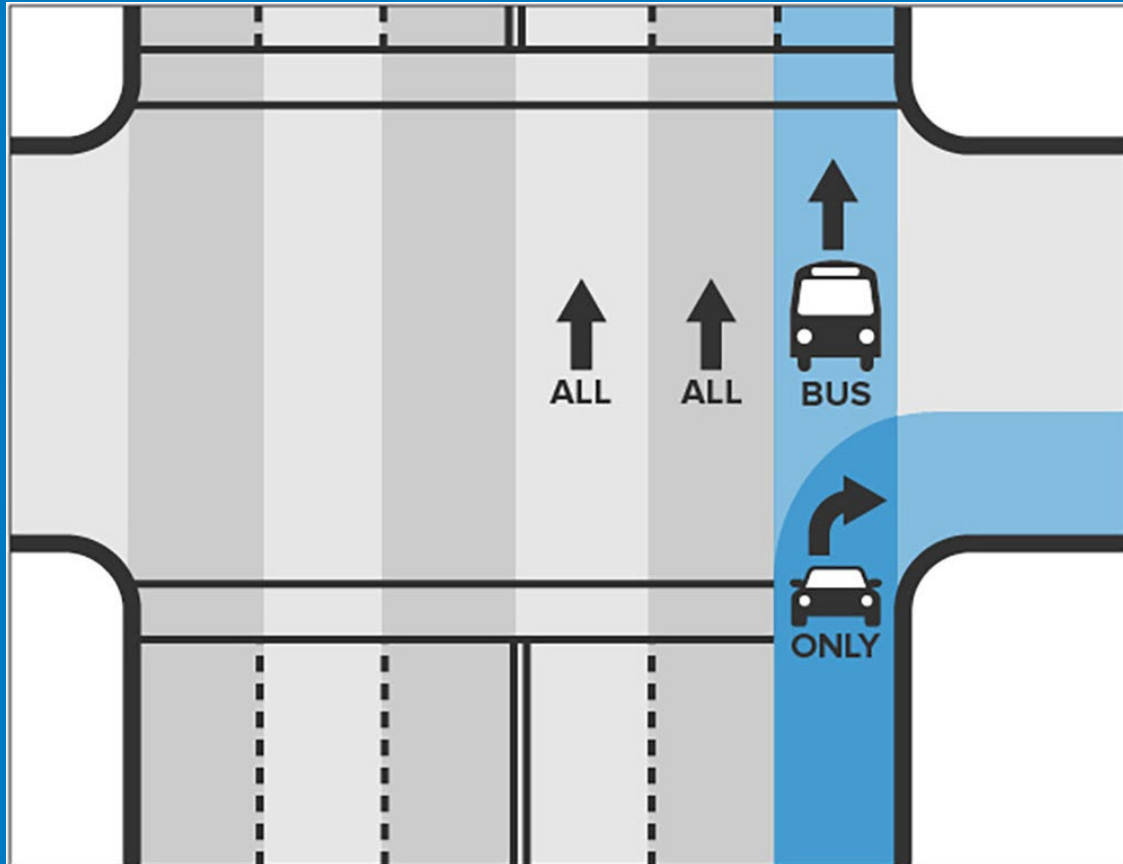
Lane Configuration

Current Swift Configuration – Curbside Lane



Lane Configuration

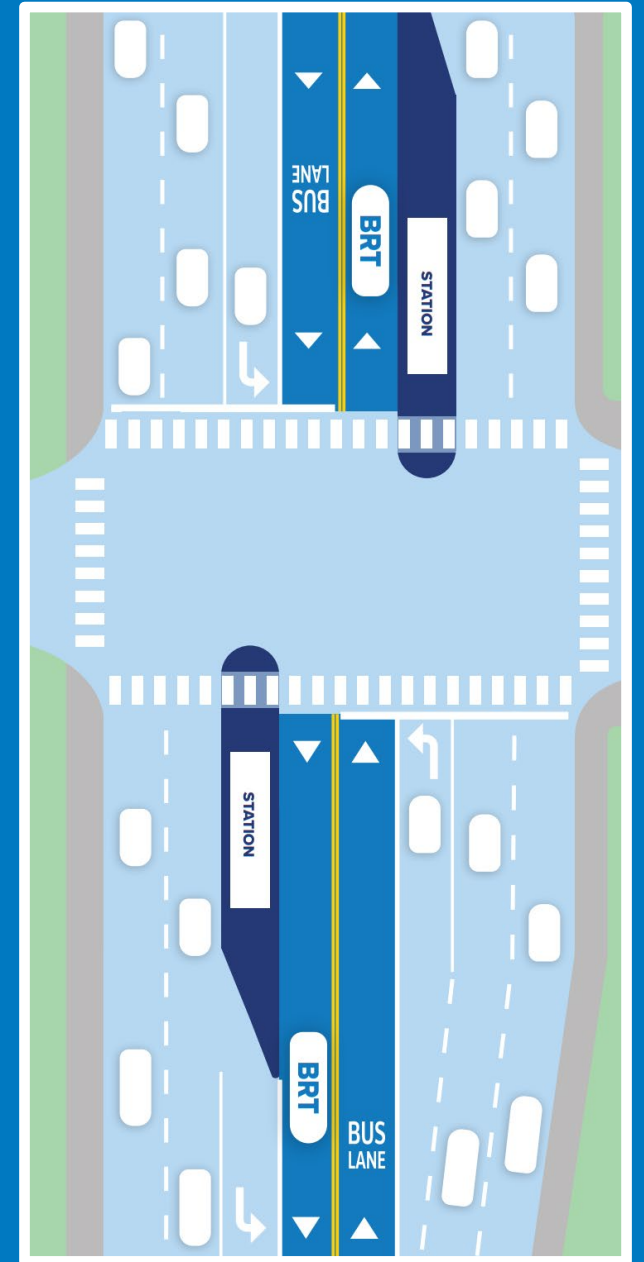
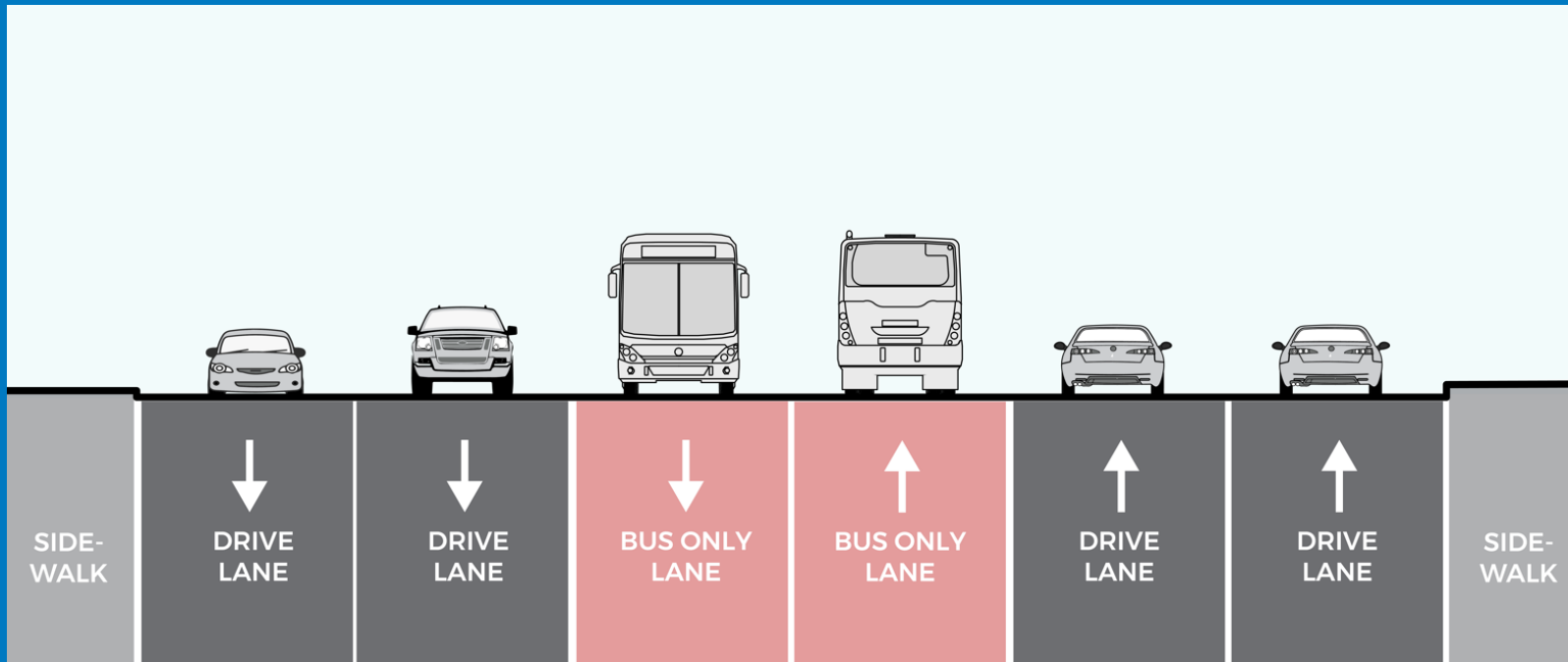
Current Swift Configuration – Curbside Business Access & Transit Lane (BAT) & Transit Signal Priority (TSP)



- BAT lanes require all vehicles to turn right, except buses
- Signal priority technology keeps buses moving through intersections

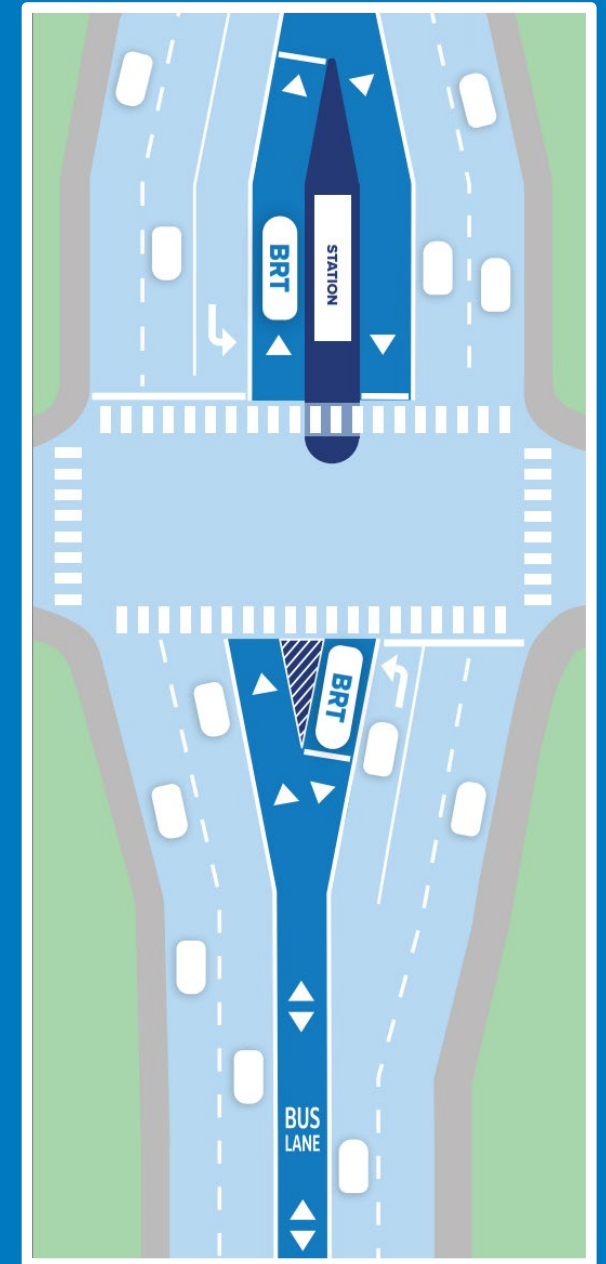
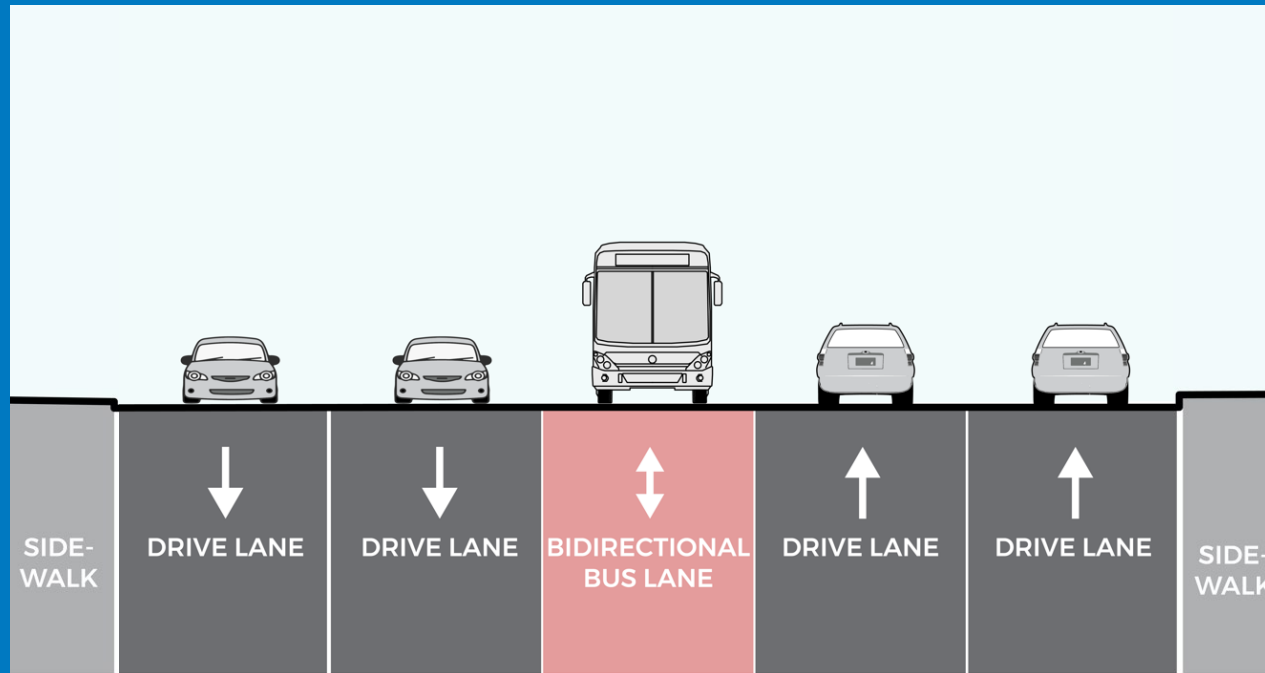
Lane Configuration

Center-Running – 2 Lanes Concept



Lane Configuration

Center-Running – 1 Lane Concept



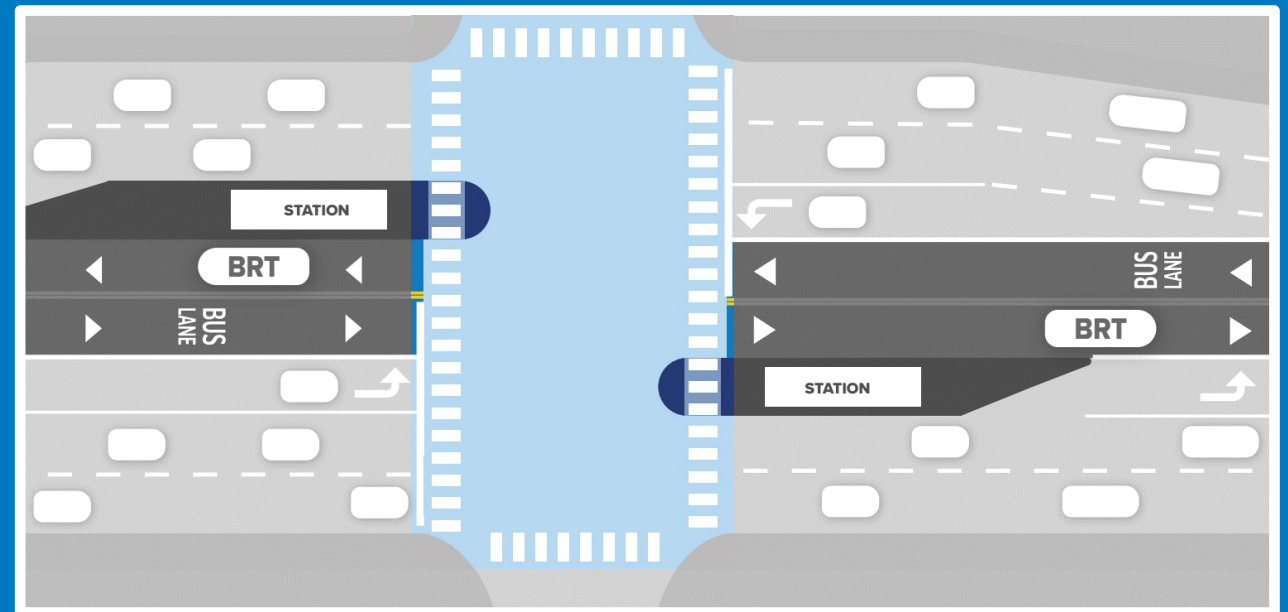
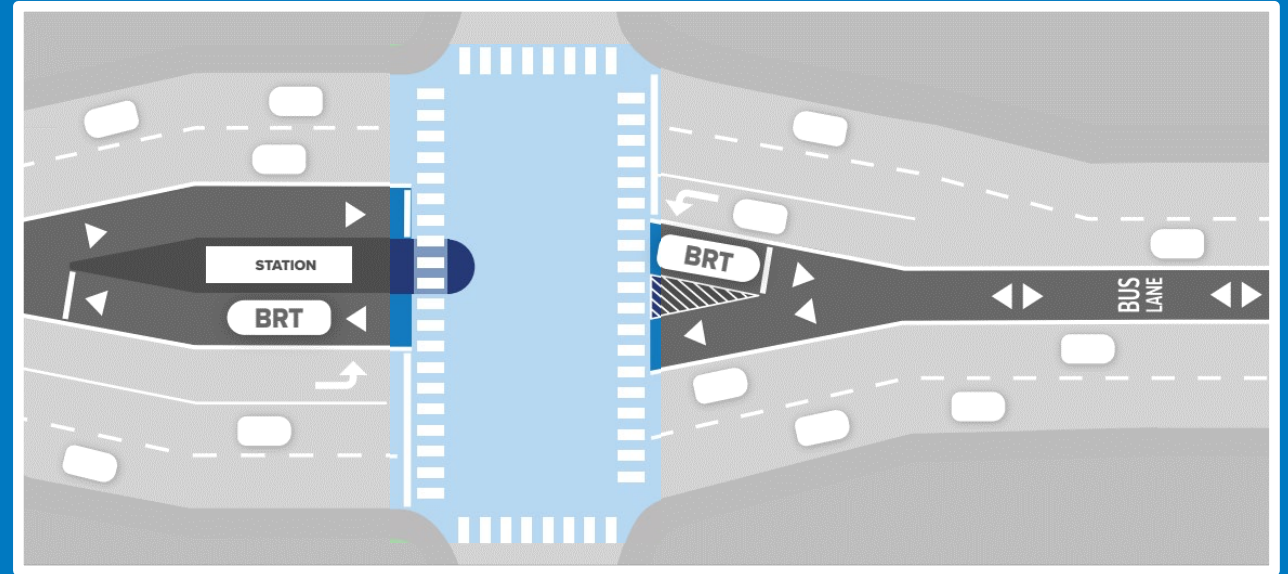
Lane Configuration

Center-running concepts include

- Safe crossings connecting station platforms
- Platforms integrated with pedestrian refuge islands



Example from Spokane's City Line



Swift Gold Line Community Engagement

Community Engagement Approach and Timeline



1

Phase 1: Consult Jul 11 - Aug 7, 2024

- Project overview, need, benefits, and introduce bus lane options
- Seek Community feedback on route options

2

Phase 2: Involve December 2024

- Share refined route option
- Seek community feedback on bus travel lane options and potential station locations

Community Engagement Approach and Timeline

3

Phase 3: Consult February 2025

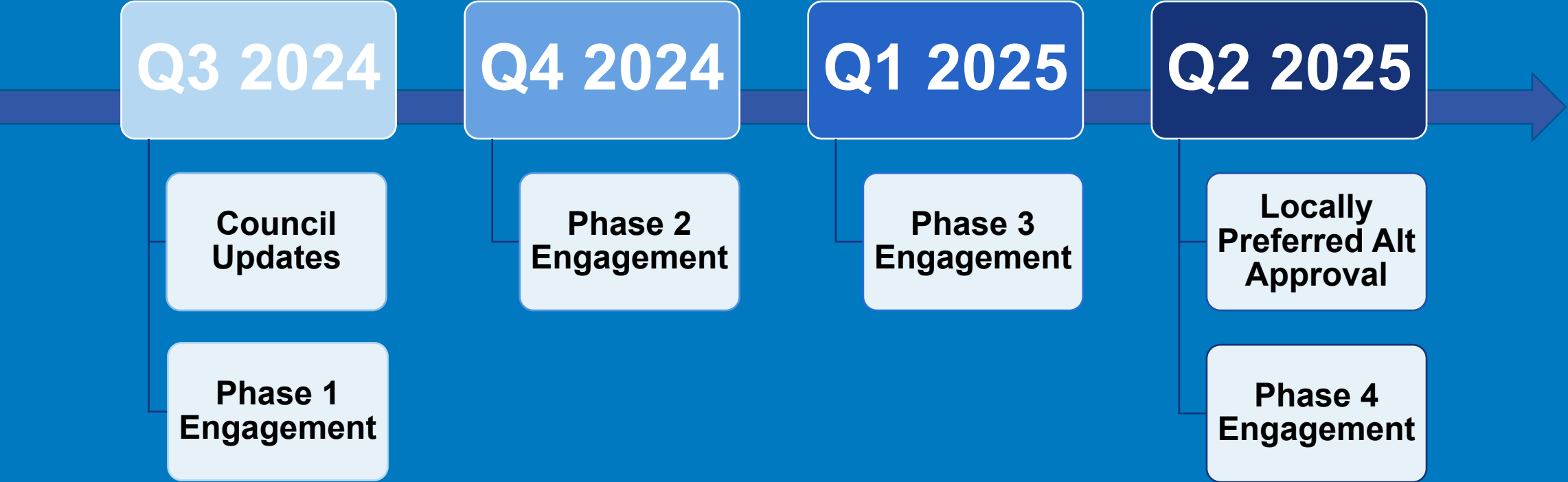
- Seek Community feedback on draft locally preferred alternative
- Details for proposed station locations and route

4

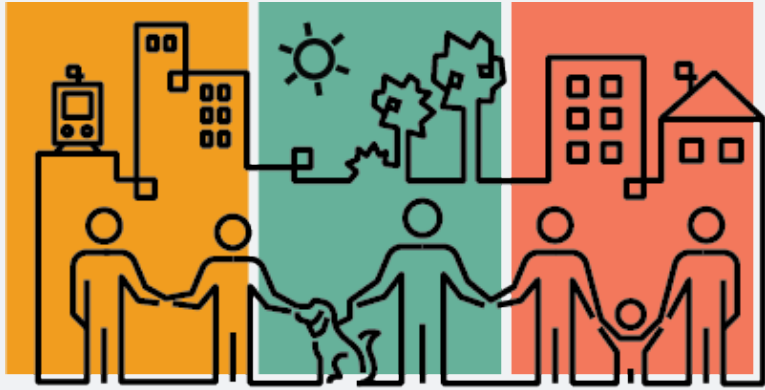
Phase 4: Inform May 2025

- Share Board-approved locally preferred alternative
- Details for proposed station locations and route to move into environmental review and design

Swift Gold Line Outreach Schedule



Thank You!



Everett 2044

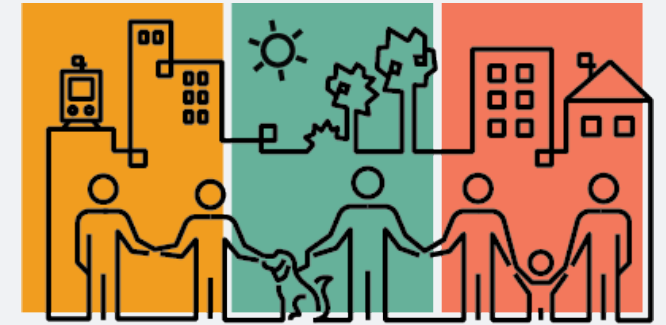
Planning our future together



Everett 2044 Periodic Update

July 31, 2024

Periodic Update Status



Everett 2044

Planning our future together

Periodic Update Status - Three Primary Tracks

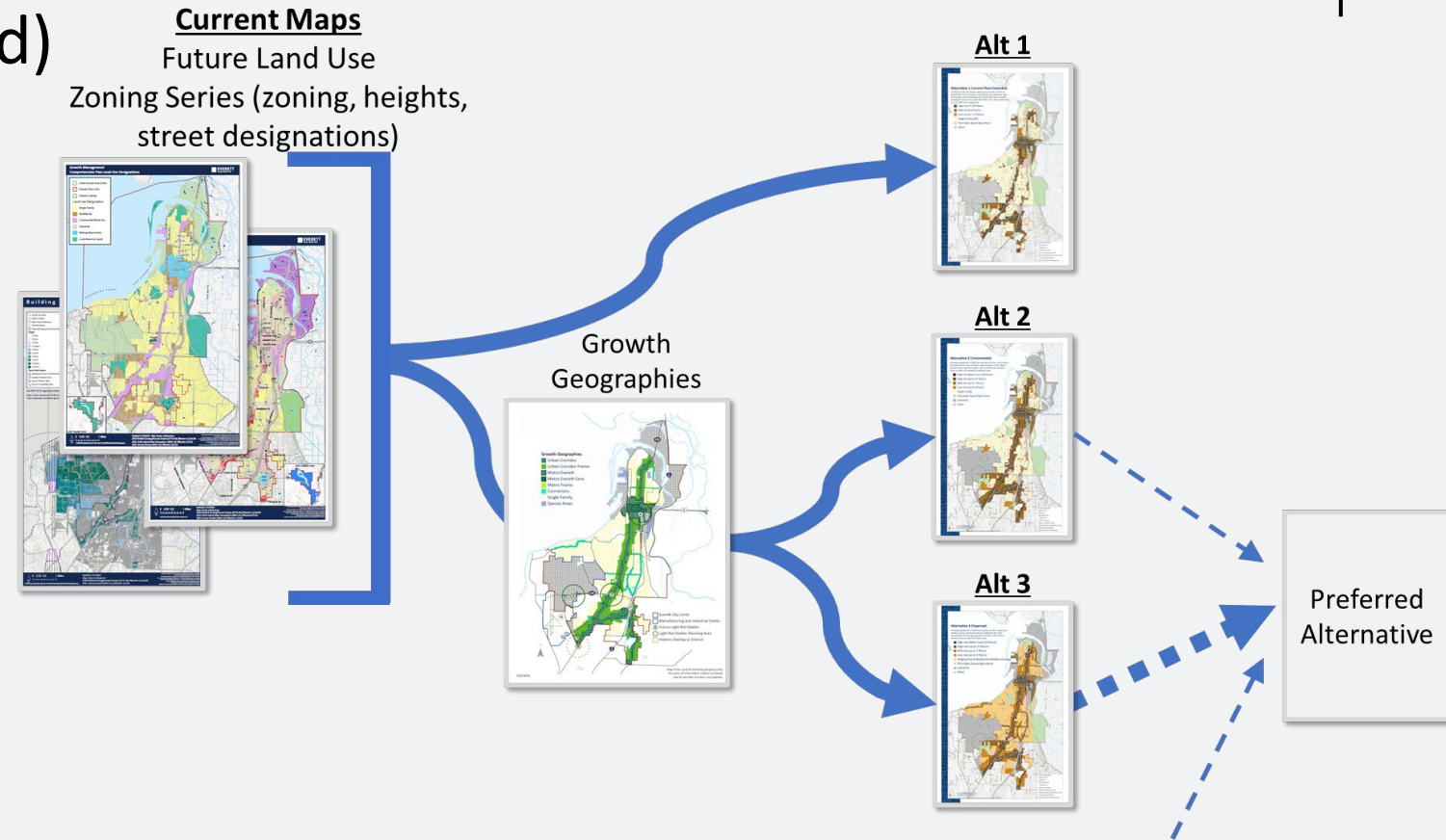
- Land use and zoning maps
- Goals, policies, actions (plan document)
- Middle housing regulations

Land Use and Zoning Maps

- Review of alternatives ongoing
- Environmental Impact Statement later this year
- Staff working on centers concept

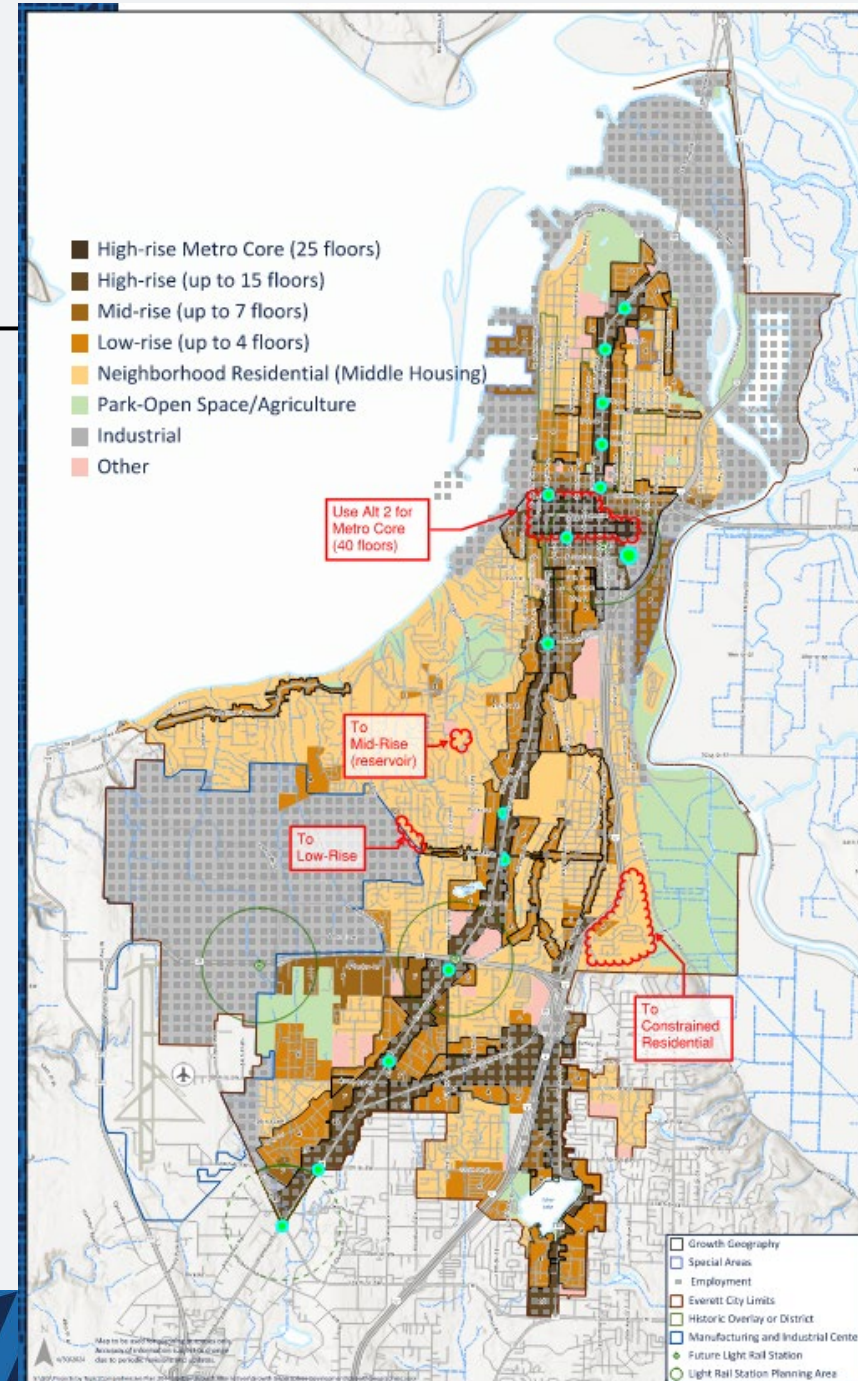
Land Use and Zoning Maps

- Looking at Alt 3 (Dispersed) as starting point for preferred alternative



Land Use and Zoning Maps

- Looking at Alt 3 (Dispersed) as starting point, then:
 - Use higher heights from Alt 2 in Metro Core
 - Consider higher heights from Alt 2 in centers
 - Add Reservoir #5 to Mid-Rise (water utility request)
 - Add N side Glenwood to Kenwood Dr to Low-Rise (staff request)
 - Remove Valley View from middle housing (staff request)



Goals, Policies, Actions, Plan Document



Goal

The end toward which effort is directed.
Desired outcomes / intended achievements

Policy

A definite course or method of action selected from among alternatives and in light of given conditions to guide and determine present and future decisions.

A high-level overall plan embracing the general goals and acceptable procedures especially of a governmental body.

Guidance for actions / framework for future decision making / authorization for implementing regulations

Action


The accomplishment of a thing usually over a period of time, in stages, or with the possibility of repetition.

Clear and discrete city work program items



Definitions from Merriam-Webster

Elements (*Planning Commission Meetings*)



Climate Change &
Resiliency (*June-July*)

Housing (*July-Aug*)

Urban Form (*Aug*)

Design & Development (*Aug-Sept*)

Economic Development (*Sept*)

Marine Port (*Sept*)

Transportation (*Oct*)

Healthy Community (*Oct*)

Parks, Recreation, Open Space (*Oct*)

Public Facilities & Services (*Nov*)

Engagement, Administration &
Implementation (*Nov*)

Bringing it all together (*Dec-Jan*)

Climate Change & Resiliency Element

Key Inputs

- State Law and Agency Rules (see [Dept. of Commerce](#))
- Regional policies ([VISION 2050](#) and [Countywide Planning Policies](#))
- City of Everett [Climate Action Plan](#) (2020)
- Everett [Hazard Mitigation Plan](#) (2024)
- [Mayoral directive 2023-04](#)

Drafts available

- Goal alignment sheet
- Goals, policies, actions

Climate Change and Resiliency Element		
The City of Everett is a leader in climate action and the green economy. We partner with communities and businesses to work toward carbon neutrality, sustain healthy, resilient, and livable communities, preserve the natural environment and a robust local economy, and enhance quality of life for all residents and generations to come.		
Overarching Regional Goals	Adopted Action Strategies	Existing Comprehensive Plan Goals
WA SMA 146 Climate change and resiliency. Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies under RCW 36.70A-220 and chapter 67-50 RCW adapt to and mitigate the effects of a changing climate. Support reductions in greenhouse gas emissions and per capita vehicle miles traveled. Prepare for climate impact scenarios. Foster resiliency to climate impacts and natural hazards, protect and enhance environmental, economic, and human health and safety, and advance environmental justice.	Climate Action Plan (approved Jan. 2020) Reduce Everett community GHG emissions 50% by 2030 (\$0.50) and 80% by 2050 (\$0.80), compared to the 2014 base year. Reduce municipal GHG emissions 50% by 2030 and achieve carbon neutrality by 2050. 1.1. Embrace non-car travel 1.2. Transition to the use of clean, energy-efficient vehicles 1.3. Facilitate the transportation system 1.4.1. Create centralized activity centers with a dense and diverse mix of services, amenities, jobs and housing types in areas well-served by public transit 1.4.2. Develop vibrant, walkable and livable neighborhoods by improving walkability and green spaces 1.5.1. Position Everett as a green economy innovation hub 1.5.2. Prepare Everett residents for jobs in the green economy 1.5.3. Promote the local, circular economy 1.6.1. Emulate natural gas from new and existing buildings 1.6.2. Strengthen capacity to support climate action	Everett Comprehensive Plan (2015-2035) Goal 10.1. Improve air quality for present and future generations and reduce the impacts of climate change by reducing greenhouse gas (GHG) emissions. Goal 10.2. Integrate land use, transportation, urban design and infrastructure to improve quality of life in the community while increasing densities in transit and pedestrian-oriented developments in centers and arterial corridors. Goal 10.3. Plan for housing and job growth in ways that use fewer resources than we do now. Goal 10.4. The city will lead by example and encourage other community stakeholders to commit to actions that optimize reductions in greenhouse gas emissions. Goal 10.5. Protect the public interest and involve citizens in climate change decision-making and action. Goal 10.6. Encourage policy decisions and priorities that focus on reducing long-term impacts on natural and human environments. Goal 10.7. Establish policies for GHG reduction and climate change adaptation that benefits multiple City goals, such as promoting clean air and livable neighborhoods. Goal 10.8. Continue to identify the community's vulnerabilities to the impacts of climate change and respond as new information is developed. Goal 10.9. Assist vulnerable populations who are disproportionately affected by the impacts of climate change. Goal 10.10. Optimize the resilience of natural systems.
VISION 2050 Goal: The region substantially reduces emissions of greenhouse gases that contribute to climate change in accordance with the goal of the Puget Sound Clean Air Agency (PSCA) to reduce greenhouse gas emissions 50% below 1990 levels by 2030 and 80% below 1990 levels by 2050 and prepare for climate change impacts.	PSCA Objectives: The region's GHG emissions are reduced to 50% below 1990 levels by 2030 and the region is on a trajectory to achieve the state goal of 80% below 1990 levels by 2050.	Proposed Everett 2044 Goals: Everett Comprehensive Plan (proposed) Goal CCR-1 Everett community greenhouse gas emissions decrease 50% from 2016 to 2030 and 80% from 2016 to 2050. Goal [T] Per capita vehicle miles traveled by Everett residents and employees decrease ____ by ____ Goal TR ____ % of the city's cars and light trucks are new emissions by 2030 ____ (CAP 12, NPP-CC-1) Goal UP ____ Local clean energy production increases ____ (NPP-CC-3) Goal UP ____ (Building/residential/commercial/industry) energy reduces ____ % ____ (NPP-CC-3) Goal CCR-2 Municipal greenhouse gas emissions decrease 50% from 2016 to 2030 and to net zero by 2050. Goal CCR-5 Everett is prepared for and resilient to impacts and hazards related to climate change. (SMP-CC-7) Goal EA-4 Residents and businesses are engaged in climate change decision-making and actions. Goal CCR-4 Vulnerable communities benefit from greenhouse gas emission reduction actions, including improved local air quality and safer streets. (SMP-CC-6/8, RCW 36.70A.270(9)(d))

Climate Change and Resiliency Element	
The City of Everett is a leader in climate action and the green economy. We partner with communities and businesses to work toward carbon neutrality, sustain healthy, resilient, and livable communities, preserve the natural environment and a robust local economy, and enhance quality of life for all residents and generations to come.	
Everett 2044	
Climate Change and Resiliency Element	
Vision for the Future The City of Everett is a leader in climate action and the green economy. We partner with communities and businesses to work toward carbon neutrality, sustain healthy, resilient, and livable communities, preserve the natural environment and a robust local economy, and enhance quality of life for all residents and generations to come.	
Element Scope The Element Management Plan (EMP) and the Resiliency Planning Plan (RPP) require that strategies in the state that address climate change, development regulations, development regulations, development regulations, and development regulations be included in the EMP and the RPP. The EMP and the RPP are the primary documents that guide the city's climate change and resiliency efforts. The EMP and the RPP are the primary documents that guide the city's climate change and resiliency efforts.	
Key Definitions Climate Change: Climate change refers to the alteration of the global atmosphere attributed to human activity, specifically the increase in greenhouse gas (GHG) emissions. Climate change effects are not limited to global warming but include a range of other impacts, including sea level rise, ocean acidification, and extreme weather events. Climate Resilience: The ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances (climate or climate change) such as increased frequency and intensity of storms, flooding, wildfires and extreme heat events. Climate Adaptation: Meeting the needs of the present without compromising the ability of future generations to meet their own needs. Climate Change Impacts: Impacts that are the result of climate change and its effects on the earth's surface. These impacts include sea level rise, ocean acidification, extreme weather events, and other impacts. Greenhouse Gas (GHG): Gases that absorb heat (infrared radiation) emitted from the earth's surface. These gases include water vapor, carbon dioxide, methane, nitrous oxide and ozone. Greenhouse Effect: A GHG emissions reduction.	

PROPOSED CLIMATE CHANGE & RESILIENCY GOALS

- Goal CC-1: Everett community greenhouse gas (GHG) emissions decrease 50% from 2014 to 2030 and 80% from 2014 to 2050.
- Goal CC-2: Municipal greenhouse gas emissions decrease 50% from 2014 to 2030 and to net zero by 2050.
- Goal CC-3: Increase renewable energy production and use.
- Goal CC-4: Everett is prepared for and resilient to impacts, hazards and emergencies related to climate change.
- Goal CC-5: Actions taken to reduce greenhouse gas emissions produce co-benefits including improved local air quality, fewer traffic collisions, and overburdened communities benefit most.

Drafts available

- Goal alignment sheet
- Goals, policies, actions

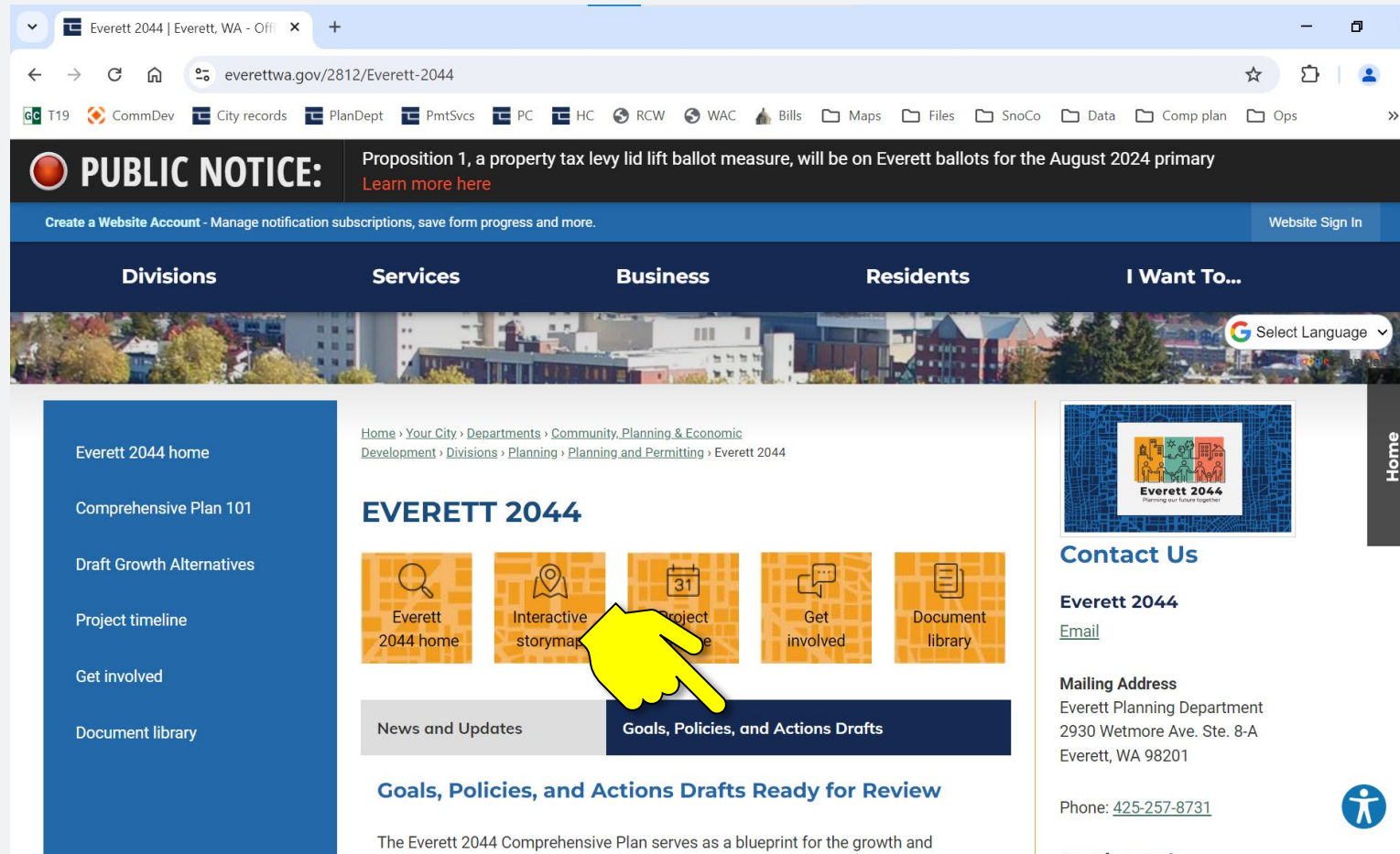
Exhibit 1 – Housing Element Draft Goals		
Housing Element		
Overarching Regional Goals <p>Use state and local laws and authorities to coordinate housing and land use planning at all economic regions of the jurisdiction of the City, promote a variety of residential densities and housing types, and ensure that the housing element is consistent with the regional housing strategy.</p> <p>WSPD 2016 Goal: The region's programs, policies, and actions will be coordinated to ensure that the region's housing is affordable, accessible, timely, and well-situated to meet the needs of the region's residents and provide for equal access to housing for all.</p> <p>Coastal Planning Panel: Southern, Central and Northern California coastal planning panels will coordinate with the state to develop, implement, and enforce policies to protect, enhance, and restore coastal resources, and to ensure that coastal planning is consistent with the state's coastal management plan.</p> <p>Regional Housing Strategy Goal: The goal of the regional housing strategy is to ensure that the region's housing is affordable, accessible, timely, and well-situated to meet the needs of the region's residents and provide for equal access to housing for all.</p> <p>RMF Framework Goals: 1. Increase the number and diversity of housing types at all levels of affordability and accessibility. 2. Increase the number and diversity of housing types at all levels of affordability and accessibility. 3. Identify and promote existing housing at risk of rapid displacement and ensure that the affordable housing program is designed to address the needs of the most vulnerable.</p> <p>Implementation and evaluation programs for use in the housing element: 1. Increase the number and diversity of housing types at all levels of affordability and accessibility. 2. Increase the number and diversity of housing types at all levels of affordability and accessibility. 3. Identify and promote existing housing at risk of rapid displacement and ensure that the affordable housing program is designed to address the needs of the most vulnerable.</p>	Adoptive Action Strategies <p>Goal 1: Increase the number and diversity of housing types at all levels of affordability and accessibility. Monitor regulatory and design standards to ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 2: Increase the number and diversity of housing types at all levels of affordability and accessibility. Promote housing choice, including a variety of housing types, and ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 3: Identify and promote existing housing at risk of rapid displacement and ensure that the affordable housing program is designed to address the needs of the most vulnerable. Review existing planning programs for consistency with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 4: Increase the number and diversity of housing types at all levels of affordability and accessibility. Coordinate with the state to develop, implement, and enforce policies to protect, enhance, and restore coastal resources, and to ensure that coastal planning is consistent with the state's coastal management plan.</p>	Enabling Comprehensive Plan Goals <p>Goal 1: Increase the number and diversity of housing types at all levels of affordability and accessibility. Monitor regulatory and design standards to ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 2: Increase the number and diversity of housing types at all levels of affordability and accessibility. Promote housing choice, including a variety of housing types, and ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 3: Identify and promote existing housing at risk of rapid displacement and ensure that the affordable housing program is designed to address the needs of the most vulnerable. Review existing planning programs for consistency with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 4: Increase the number and diversity of housing types at all levels of affordability and accessibility. Coordinate with the state to develop, implement, and enforce policies to protect, enhance, and restore coastal resources, and to ensure that coastal planning is consistent with the state's coastal management plan.</p>
	Goal 1: Increase the number and diversity of housing types at all levels of affordability and accessibility. Monitor regulatory and design standards to ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan. <p>Goal 2: Increase the number and diversity of housing types at all levels of affordability and accessibility. Promote housing choice, including a variety of housing types, and ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 3: Identify and promote existing housing at risk of rapid displacement and ensure that the affordable housing program is designed to address the needs of the most vulnerable. Review existing planning programs for consistency with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 4: Increase the number and diversity of housing types at all levels of affordability and accessibility. Coordinate with the state to develop, implement, and enforce policies to protect, enhance, and restore coastal resources, and to ensure that coastal planning is consistent with the state's coastal management plan.</p>	Goal 1: Increase the number and diversity of housing types at all levels of affordability and accessibility. Monitor regulatory and design standards to ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan. <p>Goal 2: Increase the number and diversity of housing types at all levels of affordability and accessibility. Promote housing choice, including a variety of housing types, and ensure that the housing element is consistent with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 3: Identify and promote existing housing at risk of rapid displacement and ensure that the affordable housing program is designed to address the needs of the most vulnerable. Review existing planning programs for consistency with the regional housing strategy and the state's coastal management plan.</p> <p>Goal 4: Increase the number and diversity of housing types at all levels of affordability and accessibility. Coordinate with the state to develop, implement, and enforce policies to protect, enhance, and restore coastal resources, and to ensure that coastal planning is consistent with the state's coastal management plan.</p>

[illegible]

PROPOSED HOUSING ELEMENT GOALS

- Goal HO-1: Encourage development of 38,558 diverse housing units to meet the needs of Everett's growing community while ensuring the city's housing stock remains in excellent condition, with most existing homes preserved and well-maintained over the next 20 years.
- Goal HO-2: Housing is available to rent at prices affordable to the economic segments of Everett's population, including 2,900 emergency shelter beds, 3,700 permanent supportive housing apartments, and 19,700 housing units affordable to very low-income households.
- Goal HO-3: Ensure equitable access to opportunity and housing choice throughout the city's neighborhoods so that all residents may choose their neighborhood.

Rolling Reviews



Everett 2044 | Everett, WA - Offi x +

everettwa.gov/2812/Everett-2044

T19 CommDev City records PlanDept PmtSvcs PC HC RCW WAC Bills Maps Files SnoCo Data Comp plan Ops

PUBLIC NOTICE: Proposition 1, a property tax levy lid lift ballot measure, will be on Everett ballots for the August 2024 primary
[Learn more here](#)

Create a Website Account - Manage notification subscriptions, save form progress and more. Website Sign In

Divisions Services Business Residents I Want To...

Select Language

Everett 2044 home

Comprehensive Plan 101

Draft Growth Alternatives

Project timeline

Get involved

Document library

Home > Your City > Departments > Community, Planning & Economic Development > Divisions > Planning > Planning and Permitting > Everett 2044

EVERETT 2044

Everett 2044 home Interactive storymap Project timeline Get involved Document library

News and Updates Goals, Policies, and Actions Drafts

Goals, Policies, and Actions Drafts Ready for Review

The Everett 2044 Comprehensive Plan serves as a blueprint for the growth and

Contact Us

Everett 2044
[Email](#)

Mailing Address
Everett Planning Department
2930 Wetmore Ave. Ste. 8-A
Everett, WA 98201

Phone: [425-257-8731](tel:425-257-8731)

Home



[EVERETTWA.GOV/2044](https://everettwa.gov/2044)

Middle Housing

May 21 and June 4 Planning Commission Workshops

Policy Framework

Regulatory Topics

- Future Land Use Designation & Zones
- Maximum Building Height
- Maximum Lot Coverage
- Open Space
- Setbacks
- Parking
- Streetscapes and frontage types
- Objective design standards

Overarching Considerations

- Infrastructure and public services
- Affordability
- Racially disparate impacts and displacement
- Historic resources
- Critical areas and stormwater

Next Steps

- Planning Commission continued work
- Seeking input on element rolling reviews
- City Council briefings
- Boards and commissions
- Outreach push in fall-winter



