YOU MAY CALL IN TO LISTEN TO THE COUNCIL MEETINGS AT

1.425.616.3920, Conference ID: 724 887 726#

YOU MAY CALL IN AT 6:00 P.M. PRIOR TO THE MEETING TO PROVIDE PUBLIC COMMENT AT THE COUNCIL MEETINGS AT 1.425.616.3920,

Conference ID: 723 212 893#

EVERETT CITY COUNCIL PRELIMINARY AGENDA

6:30 P.M., WEDNESDAY, AUGUST 12, 2020

Roll Call

Approval of Minutes: August 5, 2020

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of $1,068,642.92 for the period of July 25, 2020 through July 31, 2020.

Documents:

res-34.pdf

(2) Adopt Resolution authorizing electronic transfer claims against the City of Everett in the amount of $8,497,686.39 for the period of May 1, 2020 through May 31, 2020.

Documents:

elc res.pdf

(3) Authorize the Mayor to sign Amendment No.2 to the Professional Services Agreement with Botesch, Nash & Hall Architects P.S. to provide additional architectural and engineering services for the Fire Administration Building Tenant

Improvements Project in the amount of $15,000, in the form substantially provided.

Documents:

Botesch-1.pdf

(4) Authorize the Mayor to sign all necessary documents and agreements with the Bureau of Justice Assistance regarding the application, acceptance, and utilization of the Edward Byrne Memorial Justice Assistance Grant Program in the amount of $39,943.

Documents:

Byrne Grant.pdf

(5) Authorize the Mayor to sign Amendment No. 1 to the Modified Agreement for Maintenance and Repairs of Flood Control and Associated Drainage Facilities Located on Snohomish County Property in Former Drainage District Number 6 which extends the term of the Agreement through December 16, 2025.

Documents:

Flood Control.pdf

(6) Authorize the Mayor to sign the Professional Services Agreement with The Watershed Company in the amount not to exceed $72,446.

Documents:

Watershed.pdf

(7) Authorize the Mayor to sign the Memorandum of Agreement between the City of Everett and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office regarding the use of City of Everett Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN) at no cost to the city.

Documents:

Public Alert.pdf

(8) Authorize call for bids for construction of Jackson Park Area Stormwater Separation and Treatment project.

Documents:

Jackson Park.pdf

(9) Authorize the Mayor to sign the Medic Training Apartment Interlocal Agreements with East Jefferson Fire Rescue and Port Ludlow Fire & Rescue at a benefit to the city of $15,140 in billable revenue.

Documents:

East Jefferson.pdf

(10) Authorize release of request for proposal #2020-061 Public Private Partnership -Park Properties.

Documents:

Park Properties.pdf

(11) Adopt a Resolution declaring a 2001 Nordberg-Read CV-40D 4-Yard rock screener surplus and authorizing sale at public auction.

Documents:

rock screener-1.pdf

(12) Accept the Water Main Replacement "Q" Evergreen Rebid Project with SRV Construction Inc. as complete and authorize the Mayor to sign the Certificate of Completion allowing release of retention.

Documents:

Replacement Q-1.pdf

PUBLIC HEARING:

(13) CB 2007-42- 3rd and final Reading - Adopt Ordinance establishing Regulations for Flood Damage Prevention, Repealing Ordinance 3759-20; Repealing Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030); Repealing Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30); Amending Related Sections of Ordinance No. 1671-89, as amended.

Documents:

CB2007-42.pdf

ACTION ITEMS:

(14) Authorize the Mayor to sign the Communications Antenna Site Lease in the amount of $6,000/month to RCA Telecom LLC at Rucker Hill.

Documents:

RCA Telecom.pdf

PROPOSED ACTION ITEMS:

(15) CB 2008-44 – 1st Reading – Adopt the Proposed Ordinance amending, and Closing the Special Construction Fund entitled "Evergreen Branch Library Expansion Project", Fund 342, Program 023, as Established by Ordinance No. 3505-16 and Amended by Ordinance No. 3638-18 (3rd and final reading on 8-26-20).

Documents:

CB 2008-44.pdf

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the Everett Channel, Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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.

EVERETT
WASHINGTON

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period July 25, 2020 through July 31, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	4,415.59
002	General Government	3,821.00
003	Legal	101,525.00
005	Municipal Court	755.13
009	Misc Financial Funds	147,674.20
021	Planning & Community Develop	4,475.00
024	Public Works-Engineering	7,940.87
032	Fire	101,565.12
038	Facilities/Maintenance	162.93
	TOTAL GENERAL FUND	**$ 372,334.84**

Fund	Department	Amount
101	Parks & Recreation	4,169.12
110	Library	17,113.83
120	Public Works-Streets	18,810.61
126	MV-Equipment Replacement Re	91,493.93
146	Property Management	606.63
153	Emergency Medical Services	63,720.51
197	CHIP Loan Program	5,456.78
198	Community Dev Block Grants	3,283.66
303	PW Improvement Projects	32,121.80
401	Public Works-Utilities	133,422.95
425	Public Works-Transit	21,939.31
430	Everpark Garage	277.62
440	Golf	30,728.39
501	MVD-Transportation Services	47,355.19
503	Self-Insurance	110,543.84
505	Computer Reserve	28,604.34
508	Health Benefits Reserve	14,148.00
637	Police Pension	7,707.68
638	Fire Pension	109.20
661	Claims	63,694.69
663	Investment Earnings	1,000.00
	TOTAL CLAIMS	**$ 1,068,642.92**

_____
Councilperson introducing Resolution

Passed and approved this _____day of _____ , 2020

_____
Council President

EVERETT
WASHINGTON

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 May 31, 2020, 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:

Fund	Department	Amount
002	General Fund	1,043,159.71
101	Park	7,045.85
110	Library	(888.35)
112	Community Theater	92.34
120	Streets	2,372.58
126	Moter Vehicle/Equip Repl	128.00
138	Hotel/Motel	94.91
145	ESCROQ	8.55
146	Parking Lot Reserve	4,104.08
148	Municipal Art Fund	156.31
151	Animal Reserve	5,813.01
153	EMS	28,004.05
155	Gen Gov Spec Proj	86.18
156	Criminal Justice	3,100.15
197	CHIP	92.34
198	CDBG	208.71
342	City Facilities Construction	580.76
401	Utilities	236,058.71
402	Solid Waste Utility	3,689.05
425	Transit	31,829.76
430	Everpark Garage	1,033.18
440	Golf	53,166.13
501	Transportation Services	91,860.85
503	Self-Insurance Fund	180,754.58
505	Computer Reserve Fund	2,440.02
507	Telecom	30,526.61
508	Health Benefits Reserve	1,056,077.57
637	Police Pension	64,313.93
638	Fire Pension	77,972.28
661	Payroll Withholding	5,573,804.54
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**8,497,686.39**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2020

_____
Council President

EVERETT | City Council Agenda Item Cover Sheet

Project title: Amendment No.2 to the Professional Services Agreement with Botesch, Nash & Hall Architects P.S. to provide additional Architectural and Engineering Services for the Fire Administration Building Tenant Improvements Project in the amount of $15,000, in the form substantially provided

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 8/12/2020
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
PSA – Amendment No.2

Department(s) involved:
Fire
Parks & Facilities
Administration

Contact person:
Ruben Sanchez

Phone number:
425-257-6293

Email:
rsanchez@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Fire Administration Building Tenant Improvements Project

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

Location: 2801 Oakes Avenue

Preceding action: PSA Amendment No.1 – January 29, 2020

Fund: Fund 342, Program 527 (CIP - 1)

Fiscal summary statement:
Amendment No. 2 will amend the total compensation of the Professional Service Agreement (PSA) with Botesch, Nash & Hall Architects, P.S.

The source of funds for the project is CIP-1. The original amount of the PSA was $92,020.00. The amount of Amendment No.1 to the PSA was $5,000. The amount of Amendment No.2 to the PSA is $15,000. The total revised amount to the PSA is $112,020.

The project fund, Fund 342, Program 527, includes a design contingency to cover the total revised amount of the Professional Services Agreement.

Project summary statement:

Amendment No. 2 will amend the scope of work of the architectural and engineering services of the Professional Services Agreement with Botesch, Nash & Hall, Architects, P.S. The additional scope of work includes, but is not limited to, revisions to the architectural construction drawings based on permitting review comments, revisions to the electrical construction drawings based on permitting review comments, requested revisions to the approved floor plan layout, and additional construction administration costs due to COVID requirements and anticipated extension of the construction period.

Recommendation (exact action requested of Council):
Authorize the Mayor to sign Amendment No.2 to the Professional Services Agreement with Botesch, Nash & Hall Architects P.S. to provide additional architectural and engineering services for the Fire Administration Building Tenant Improvements Project in the amount of $15,000, in the form substantially provided.

AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND BOTESCH, NASH & HALL, ARCHITECTS, P.S.

This Amendment No. 2 is dated for reference purposes _____ 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Botesch, Nash, & Hall Architects, P.S. ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated 27th day of Feb. 2019, Amendment No. 1 dated Feb. 5, 2020 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of providing continued architectural and engineering services for the Fire Administration Building Tenant Improvements Project.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed $112,020.00

2. The Work is modified to add the Work shown on Exhibit A to this Amendment. Additional architectural and engineering services include:
   - Permit review update changes.
   - Electrical engineering revisions to the bid documents.
   - Revisions to architectural design requested by owner.
   - Additional construction administration.

3. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since 27th day of February 2019.

4. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City.

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

CITY OF EVERETT
WASHINGTON

By: _____
Cassie Franklin, Mayor

_____
Date

ATTEST:

_____
Sharon Fuller, City Clerk
Date: _____

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

Botesch, Nash & Hall Architects, P.S.

Signature: _____
Typed/Printed Name: ANDREW M. HALL
Title: PRESIDENT

7-6-2020
Date

EVERETT

Project title: FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Project: JAG Funds for Interview Room Camera and Recording System

Partner/Supplier : U.S. Dept. of Justice, Bureau of Justice Assistance

Location: City of Everett

Preceding action: N/A

Fund: 156/ Criminal Justice

Agenda dates requested:
8/12/2020

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

Budget amendment:
X Yes No

PowerPoint presentation:
Yes X No

Attachments:
Narrative, Certifications, Solicitation

Department(s) involved:
Police, Legal, IT

Contact person:
John DeRousse

Phone number:
425-257-8408

Email:
jderousse@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

The Everett Police Department would like to use $39,943 in allocated JAG Grant funds to assist in the cost of replacing an antiquated camera and recording system in one precinct interview rooms and an additional system in a second precinct. The funds are estimated to cover the total expense for the first three years of the new system, the estimated project cost is $39,943. There is no match requirement with this grant.

Project summary statement:

Funding through the JAG program would allow EPD to immediately replace the outdated interview room cameras and recording system. This system keeps police officer interaction with the public transparent, as interviews conducted with suspects, witnesses or other involved parties are recorded, if permission is granted. This also assists when concerns are raised with the manner, duration, or intensity of interviews, by allowing the interviews to be reviewed both internally and externally to determine if concerns are valid.

For this project EPD would work with the City's Purchasing Information Technology departments to make this purchase and ensure it follows city purchasing policies, state law and also that it meets with current and future integration, security firewall protection, storage and other technology concerns.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign all necessary documents and agreements with the Bureau of Justice Assistance regarding the application, acceptance, and utilization of the Edward Byrne Memorial Justice Assistance Grant Program in the amount of $39,943.

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Formula Solicitation

CFDA #16.738

Solicitation Release Date: July 9, 2020

Application Deadline: 11:59 p.m. eastern time on August 19, 2020

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provision in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

The following entities are eligible to apply:

- Units of local government

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information. **Applicants with eligible allocation amounts of less than $25,000 will apply to Category 1,**

and applicants with eligible allocation amounts of $25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at https://webcontact.ncjrs.gov/ncjchat/chat.jsp. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at https://grants.ojp.usdoj.gov/ prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time August 19, 2020.

For additional information, see the "**How to Apply (GMS)**" section in the OJP Grant Application Resource Guide.

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Edward Byrne Memorial
Justice Assistance Grant (JAG) Program
FY 2020 Local Solicitation
CFDA #16.738

A. Program Description

Overview
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2020 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

Statutory Authority:
The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds
In general, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2020 solicitation may be used to enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § *801 et seq.* and/or to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and to assist the victims of such crimes (other than compensation). Additional details can be found on the JAG Resource Page.

Note that the statute defines "criminal justice" as "activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each recipient of a FY 2020 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found on the JAG Resource Page.

Limitations on the Use of JAG Funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out in 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For a list of prohibited expenditures under JAG and information about requesting BJA certification for a prohibited item (including unmanned aircraft, unmanned aerial vehicles, and/or unmanned aerial systems purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG Prohibited Guidance section of the JAG Resource Page or the JAG FAQs.

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Prohibition of supplanting; prohibition on use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting.

Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Other restrictions on use of JAG funds that require compliance, certification, and/or prior approval – If a unit of local government chooses to use its FY 2020 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions. Examples of items that require compliance, certification, and/or prior approval by BJA before purchase include: body-worn cameras, body armor, interoperable communications, DNA testing of evidentiary materials, uploading DNA profiles to a database, and entry of records into state repositories. Additional information, including the process to obtain prior approval and as well as a body armor and/or body-worn camera certification form, can be found on the JAG Resource Page.

Allocation determination and Units of Local Government requirements regarding use of JAG funds

Eligible allocations under JAG are posted annually on the JAG web page. Award allocations are determined by a four-step statutory formula. Additional information can be found on the JAG Resource Page or the JAG Technical Report.

According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. *See* 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the JAG web page, an applicant should click on its respective state and note the following regarding the state's allocation table:

(1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.

(2) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU; and

(3) Direct allocations are listed alphabetically below the shaded, disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are

responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

A unit of local government that applies for and receives a FY 2020 JAG award **must note the following:**

- Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund **must** be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see 2 C.F.R. § 200.305.

- Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) – A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government." The most up-to-date version of this certification can be found at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf.

  Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

  OJP will not deny an application for a FY 2020 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

- National Incident-Based Reporting System (NIBRS) 3 Percent Set-aside – In preparation for the FBI's 2021 NIBRS compliance deadline, BJA requires, through the application of a special condition, JAG award recipients not certified by the FBI as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the Uniform Crime Reporting Program. Additional information can be found on the JAG Resource Page.

Required compliance with applicable federal laws

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to a FY 2020

award include suspension or termination of the award, placement on the DOJ high-risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

Objectives
In general, the FY 2020 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a unit of local government that receives a FY 2020 JAG award will be required to produce various types of reports and to submit data related to performance measurement and accountability.

The objectives are directly related to the JAG Program performance measures described at https://bjapmt.ojp.gov/help/jagdocs.html and demonstrate the results of the work completed, as discussed under What an Application Should Include.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policy making and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

A useful matrix of evidence-based policing programs and strategies is available through the BJA-supported Matrix Demonstration Project. It offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA Innovation Suite of programs, including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see https://www.bja.gov/Programs/CRPPE/innovationssuite.html). BJA encourages units of local government to use JAG funds to develop and implement these crime innovation strategies, including effective partnerships with universities and research partners and with nontraditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities
Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under the JAG Program. For additional information, see the OJP Grant Application Resource Guide section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

B. Federal Award Information

Maximum number of awards BJA expects to make	1,058
Period of performance start date	October 1, 2019
Period of performance duration	2 or 4 years

Category 1 – Eligible Allocation Amounts of Less than $25,000 (Competition ID BJA-2020-18275) – Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than $25,000 should apply under Category 1. This includes direct and joint

(disparate) allocations. Category 1 awards of less than $25,000 are 2 years in length, and performance periods will be from October 1, 2019 through September 30, 2021. Extensions of up to two years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts $25,000 or More (Competition ID BJA-2020-18276) – Units of local government that are listed on the JAG web page as eligible for an allocation amount of $25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least $25,000 are 4 years in length, and performance periods will be from October 1, 2019 through September 30, 2023. Extensions beyond this period may be made on a case- by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award
BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for additional information.

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements[1] as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See OJP Grant Application Resource Guide for additional information.

Budget Information

Cost Sharing or Match Requirement
The JAG Program does not require a match.

Please see the OJP Grant Application Resource Guide for information on the following:

Pre-agreement Costs (also known as Pre-award Costs)

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

Costs Associated with Language Assistance (if applicable)

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

[1] The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

D. Application and Submission Information

What an Application Should Include
See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. **Application for Federal Assistance (Standard Form (SF)-424)**
   The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

   Intergovernmental Review:
   This solicitation ("funding opportunity") **is** subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf. If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. **Project Identifiers**
   Applications should identify at least three project identifiers that would be associated with the proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. **Program Narrative**

   Category 1 – Eligible Allocation Amounts of Less than $25,000
   The program narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2 year grant period.

   Category 2 – Eligible Allocation Amounts of $25,000 or More
   The program narrative for Category 2 applications should include:

   (a) Description of the Issue – Identify the unit of local government's strategy/funding priorities for the FY 2020 JAG funds, the subgrant award process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 2 to 4 year grant period.

   (b) Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders

currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.

(c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice juvenile justice agencies in the state.

(d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under " Objectives" in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.
Please note that applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to submit quarterly performance measures through BJA's PMT, located at https://bjapmt.ojp.gov. The application should describe the applicant's plan for collection of all of the performance measurement data listed in the JAG performance measures at https://bjapmt.ojp.gov/help/jagdocs.html.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the OJP Grant Application Resource Guide.

Please see the OJP Grant Application Resource Guide for information on the following:

4. Budget Information and Associated Documentation
Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute.
Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval. This includes subawards made by states and unites of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the OJP Grant Application Resource Guide.

5. **Indirect Cost Rate Agreement (if applicable)**
   This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

6. **Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)**

7. **Disclosure of Lobbying Activities**

8. **Applicant Disclosure of Pending Applications**

9. **Applicant Disclosure and Justification – DOJ High Risk Grantees[2] (if applicable)**

10. **Research and Evaluation Independence and Integrity**

11. **Certifications and Assurances by the Chief Executive of the Applicant Government**
    A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and then submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government." The most up-to-date version of this certification can be found at https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf.

12. **Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**
    Each applicant must provide responses to the following questions as an attachment to the application:
    (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
    (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
    (3) If yes to either:
    - Please provide a copy of each law or policy.
    - Please describe each practice.
    - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

    Note: Responses to these questions must be provided by the applicant as part of the application. Further, the requirement to provide this information applies to all tiers of funding

[2] A "DOJ High Risk Grantee" is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

and for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for a FY 2020 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

How to Apply
An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation in the OJP Grant Application Resource Guide.

E. Application Review Information

Review Process
BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the OJP Grant Application Resource Guide for information on the following:

Federal Award Notices

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in OJP Grant Application Resource Guide.

Information Technology (IT) Security Clauses

General Information about Post-Federal Award Reporting Requirements
In addition to addressing the objectives described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data:

Category 1 – Eligible Allocation Amounts of Less than $25,000

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP's Grants Management System (GMS)
- Quarterly performance measures report and final performance measures report through BJA's Performance Measurement Tool (PMT). Please note that as soon as all project activity has concluded, that report may be marked final
- An annual progress report and final progress report through OJP's GMS. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions should also be submitted

Category 2 – Eligible Allocation Amounts of $25,000 or More

Recipients must submit:

- Quarterly financial status reports (and one final financial report after all funds have been obligated and expended) through OJP's Grants Management System (GMS)
- Quarterly performance measures reports and a final performance measures report (at any time once all project activity has concluded) through BJA's Performance Measurement Tool (PMT)
- Semi-annual progress reports and a final progress report (at any time once all project activity has concluded) through OJP's GMS
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions

Future awards and/or fund draw-downs may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measurement data.

Performance measurement data must be submitted through BJA's Performance Measurement Tool (PMT). The performance measures are available at: https://bjapmt.ojp.gov/help/jagdocs.html. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of local government must submit quarterly performance measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the OJP Grant Application Resource Guide for information on the following:

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

Provide Feedback to OJP

Certain Relevant Federal Laws, as in Effect on February 26, 2020
See the JAG Resource Page for more information.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2020 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see OJP Grant Application Resource Guide)
- ☐ Acquire or renew registration with SAM (see OJP Grant Application Resource Guide)

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see OJP Grant Application Resource Guide)
- ☐ For existing users, check GMS username and password* to ensure account access (see OJP Grant Application Resource Guide)
- ☐ Verify SAM registration in GMS (see OJP Grant Application Resource Guide)
- ☐ Search for and select correct funding opportunity in GMS (see OJP Grant Application Resource Guide)
- ☐ Register by selecting the "Apply Online" button associated with the funding opportunity title (see OJP Grant Application Resource Guide)
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see OJP Grant Application Resource Guide)

If experiencing technical difficulties in GMS, contact contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the "the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards" in the OJP Funding Resource Center.

Scope Requirement:

- ☐ The federal amount requested is within the allowable limit(s) of the FY 2020 JAG Allocations List as listed on BJA's JAG web page.

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see OJP Grant Application Resource Guide)
- ☐ Intergovernmental Review (see page 10)
- ☐ Program Narrative (see page 10)
- ☐ Budget Detail Worksheet (including Budget Narrative (see page 11)
- ☐ Indirect Cost Rate Agreement (if applicable) (see OJP Grant Application Resource Guide)
- ☐ Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)
- ☐ Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)
- ☐ Applicant Disclosure of Pending Applications (see OJP Grant Application Resource Guide)
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (see OJP Grant Application Resource Guide) (if applicable)
- ☐ Research and Evaluation Independence and Integrity (if applicable) (see OJP Grant Application Resource Guide)
- ☐ Certifications and Assurances by Chief Executive (see page 12)
- ☐ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 12)

EVERETT

Project title: Agreement for Maintenance and Repairs of Flood Control and Associated Drainage Facilities Located on County Property in Former Drainage District Number 6

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
August 12, 2020

Briefing
Proposed action
Consent x
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Original Agreement

Department(s) involved:
Public Works

Contact person:
Grant Moen

Phone number:
425 257-8947

Email:
gmoen@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Project: *DD6 Maintenance Agreement Amendment*

Partner/Supplier : *Snohomish County*

Location: *Former Drainage District Number 6*

Preceding action: *December 16, 2015*

Fund: *401/Utilities*

Fiscal summary statement:

This amendment extends the Agreement term and modifies the contact person. There is no change to the scope of work or the compensation amount.

Project summary statement:

This Amendment No. 1 extends the Agreement that defines the roles and responsibilities for the City of Everett and Snohomish County in maintaining the flood control and associated drainage facilities on Snohomish County Property within the former Drainage District Number 6. This area is located outside of Everett City Limits. However, a portion of Everett's Water transmission lines runs through the former Drainage District Number 6 and is protected by these facilities.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Modified Agreement for Maintenance and Repairs of Flood Control and Associated Drainage Facilities Located on Snohomish County Property in Former Drainage District Number 6 which extends the term of the Agreement through December 16, 2025.

AMENDMENT NO. 1 TO THE MODIFIED AGREEMENT FOR MAINTENANCE AND REPAIRS OF FLOOD CONTROL AND ASSOCIATED DRAINAGE FACILITIES LOCATED ON COUNTY PROPERTY IN FORMER DRAINAGE DISTRICT NUMBER 6

THIS AMENDMENT NO. 1 THE MODIFIED AGREEMENT FOR MAINTENANCE AND REPAIRS OF FLOOD CONTROL AND ASSOCIATED DRAINAGE FACILITIES LOCATED ON COUNTY PROPERTY IN FORMER DRAINAGE DISTRICT NUMBER 6 (this "Amendment") is made and entered into as of this ____ day of _____, 2020, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Everett, a Washington municipal corporation (the "City").

RECITALS

A. The County and the City are parties to the "Modified Agreement for Maintenance and Repairs of Flood Control and Associated Drainage Facilities Located on County Property in Former Drainage District Number 6" executed on December 16, 2015 (the "Modified Agreement".

B. Pursuant to Section 14 of the Modified Agreement, the Director of the County's Department of Public Works has authority to execute an amendment to the Modified Agreement to the extent and under the circumstances more fully described herein.

C. The County and the City now desire to amend the Modified Agreement to extend the term for an additional five year period.

AGREEMENT

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

Section 1. EXTENSION OF TERM

The County and the City agree that the term specified in Section 4 of the Modified Agreement shall be extended for an additional five year period. The new Expiration Date of the Modified Agreement is December 16, 2025.

Section 2. NOTICES

Any notices to be given under this agreement shall be delivered in person or by mail to the parties at the following addresses:

City of Everett
Grant Moen
Maintenance Superintendent
Public Works Department
City of Everett
3200 Cedar Street
Everett, WA 98201

Snohomish County
Kelly Snyder
Director of Public Works
Snohomish County
3000 Rockefeller Ave, M/S
Everett, WA 98201

Section 3. RATIFICATION

Except as modified by this Amendment, the Modified Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and the City have executed this Amendment as of the day and year first written above.

THE CITY OF EVERETT

By: _____
Title: Mayor

SNOHOMISH COUNTY

By: Kelly Snyder
Title: Director of Public Works

Approved as to Form:

5/26/20
Deputy Prosecuting Attorney

EVERETT

Project title: Authorize Professional Services Agreement for Surface Water Mapping and Classification

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Professional Services Agreement

Department(s) involved:
Public Works

Contact person:
Dana Zlateff

Phone number:
425-257-8927

Email:
Dzlateff@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Project: Everett Surface Water Mapping and Classification

Partner/Supplier : The Watershed Company

Location: City of Everett Streams

Preceding action: NA

Fund: 401 – Utilities

Fiscal summary statement:

The expenditure required for mapping and classifying surface waters in Everett is $72,446. This work is included in the 2020 Surface Water budget.

Project summary statement:

The City has initiated a Professional Services Agreement with The Watershed Company to assess and resolve issues concerning ambiguous stormwater and stream mapping, and classification in Everett. City staff have identified a number of locations where it is unclear whether stormwater or streams are contained in ditches and long segments of pipes as well as gaps and misalignments. The City is seeking assistance, where flow is piped, in the consultant determining if it is a piped stream *or* stormwater (for the City's Municipal Separate Storm Sewer System (MS4)). This is important to differentiate for planning, permitting, and construction projects and to meet the City's Municipal Stormwater Permit requirements for mapping of the MS4.

The Watershed Company will document the regulatory criteria that will serve as the basis for collecting field information sufficient for making determinations of stream or stormwater presence or absence. This information will assist our Planning, Permitting Services, and Surface Water staff with surface water classifications for development review, as well as benefitting our private and public development community to help expedite the review process by understanding which regulatory codes and standards must be applied to each site. Additionally, under the Western Washington Phase II Municipal Stormwater Permit held by the City, there is a requirement for mapping the stormwater system and reporting spills to receiving waters. The basis for what is reported to the Washington State Department of Ecology for the spill is dependent on whether the spill has reached a receiving water or the stormwater system. As such this information will aid our first responders to the spill to take the correct actions and reporting steps. Finally, the presence of streams require the City to obtain more permits for maintenance of the pipelines or ditches than for maintenance of the separate stormwater system pipelines and ditches.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with The Watershed Company in the amount not to exceed $72,446.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

EVERETT

THIS AGREEMENT made and entered into on this __ day of __, 2020, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and The Watershed Company, whose address is 750 6th St South, Kirkland, WA 98033, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to conduct surface water mapping and classification for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider**. The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights**. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance**. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2020.

4. **Compensation**.

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Seventy-Two Thousand Four Hundred and Forty-Six Dollars ($72,446).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment**.

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Dana Zlateff, Public Works
3200 Cedar St
Everett, WA 98201

6. **Submission of Reports and Other Documents**. The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract**. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes**. The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts**. Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification**. Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. **Insurance**.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than $1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Independent Contractor**.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

15. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements**. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws**. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity**. Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver**. Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement**. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices**.

A. Notices to the City of Everett shall be sent to the following address:
City of Everett
Attn.: Dana Zlateff, Public Works
3200 Cedar St
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:
The Watershed Company
Attn: Greg Johnston
50 6th St South
Kirkland, WA 98033

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

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

28. **Signature**. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement or amendment thereof being by email, fax, photocopy, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement of amendment thereof by the Mayor of the City.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

CITY OF EVERETT,
WASHINGTON

_____
Cassie Franklin, Mayor

_____
Date

ATTEST:

_____
Sharon Fuller, City Clerk

_____
Date

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

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation	The Watershed Company [Service Provider's Complete Legal Name] By: _____ Typed/Printed Name: Daniel Nickel Its: Vice President Date: 7/24/20
Partnership (general)	_____ [Service Provider's Complete Legal Name] a Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Partnership (limited)	_____ [Service Provider's Complete Legal Name] a Washington limited partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Sole Proprietorship	_____ Typed/Printed Name: _____ Sole Proprietor: Date: _____
Limited Liability Company	_____ [Service Provider's Complete Legal Name] a Washington limited liability company By: _____ Typed/Printed Name: _____ Managing Member Date: _____

Exhibit A
Scope of Work:
Everett Surface Water Mapping and Classification, TWC #200626

Task 1 – Kick Off meeting with City. **Estimated Budget: $1,380**

Task 2 – Office Preparation: Stream Classification and Regulation. **Estimated Budget: $6,365**

1. Review Everett's stream classification and regulations.
2. Office investigations for tentative stream classifications (Current Everett Mapping, DNR mapping, salmonscape – other?)
3. Prepare a draft regulatory criteria summary to serve as the basis for collecting field information sufficient for making determinations of stream presence and typing. Summary memo of the criteria, codes, and regulations to be used in making determinations regarding stream presence or absence, and typing if present.
4. Meet and or correspond with City to reach agreement and finalize regulatory criteria summary memo prior to beginning field work.

Task 3 –Mapping Set-Up and Field Work Coordination. **Estimated Budget: $7,005**

1. Receive GIS base mapping and current stream and stormwater layers from the City.
2. Prepare base mapping for each site for field use.
3. Prepare and load GPS mapping for field use.
4. Equipment and supplies.
5. Coordination with the City including scheduling and site access. City to verify which properties are not allowing access.

Task 4 - Conduct Field Work at Approximately 30 Sites. **Estimated Budget: $20,500**

Where applicable, for each site:

1. Classify or confirm presumptive classification according to Everett code.
2. Determine if a mapped "gap" actually exists.
3. If a gap does not exist (i.e. the stream is connected), collect GPS points along the alignment to close the gap and correctly map the stream alignment within the accuracy limits of the GPS data.
4. As directed by the City, confirm or correct the alignments of other stream sections and collect GPS data to similarly correct the mapping.
5. Where flow is piped, determine if it is a piped stream *or* stormwater (City's MS4) consistent with City code. (Hint: determine if there is an open channel segment meeting the City's stream definition extending upstream of the piped section.)

Task 5 – Review and Verify Field Data. **Estimated Budget: $9,220**

1. Field crew to review initial results with The Watershed Company (TWC) Project Manager (PM).
2. Conduct brief meetings or correspondence with the City, as needed, regarding specific site questions.
3. TWC PM to visit selected field sites with the field crew to reach resolution on recommendations to the City as needed.

Task 6 – Prepare draft report and mapping. **Estimated Budget: $14,110**

1. Field crew to draft and PM to review summary report as a deliverable to the City. The report will include a short introduction of purpose and methods, an overview site location map (similar to that already provided by the City), one to several paragraphs about each site including a) description of issue in question, b) summary of field findings, and c) recommended revisions to the City's stream mapping as a result, consistent with City code. Include 1-3 photos of each site.
2. Similarly, prepare updated stream mapping to accompany the report as a deliverable.
3. Internal QA/QC – Internal review and revisions of draft report and map updates.

Task 7 – Provide Draft to City and Revise per City Comments. **Estimated Budget: $4,190**

1. Provide review drafts of report and mapping to the City for review.
2. Meet or correspond with City representatives regarding edits based on review.
3. Edit and finalize report and mapping deliverables based on City review comments.

Task 8 – Additional Field Days per City Request. **Estimated Budget: $4,980**

1. Address additional project sites – A) As directed prior to initiating field work, B) As directed following draft report preparation, to be included in the final Report, C) As directed following final report preparation, to be included as an addendum OR additional field work to confirm the basis of stream presence and typing – e.g. dry season observations to determine seasonality of flow [assumes 2 field days = 6 sites].

Task 9 – Project Management. **Estimated Budget: $3,150**

Travel and Other Expenses. **Estimated Budget: $1,546**

Total Budget: $72,446

Project Assumptions:

1. Items and information to be provided by the City will include all associated base mapping in ArcGIS format, including existing stream mapping with current classifications, stormwater conveyance system, basin boundaries, topography, LiDAR, parcels, and lists and locations of stream segments to be evaluated.
2. Watershed's mapping products will be delivered to the City in ArcGIS and PDF formats. Report deliverables will be provided as PDFs.
3. The City will arrange permission for entry into private properties as needed.
4. Wetland reconnaissance or delineations are not included.
5. No mitigation plans will be prepared for the project.
6. Hydraulic or hydrologic modeling are not included.
7. The Not-to-Exceed (NTE) figures included in the proposal assume project efficiencies of conducting all tasks together; they are not stand-alone figures. Overages in any task may be made up for where excess budget may occur in another.
8. If work conducted on this project extends for a period of more than six months, hourly rates may be adjusted to reflect current rates.

9. In-person meetings with regulatory agencies outside the City are not included but may be included as an addendum or contingency.
10. All project submittals shall be electronically delivered. No paper copies are included.
11. This proposal includes general coordination with the City's project team via email and phone. In-person meetings with the project team are not included.
12. Field work for additional sites under Task 8, Contingencies, is budgeted at an average of 3 hours per site (4 hours if only one site can be visited on any single day), with an additional, proportionate increase in mapping and reporting tasks. Investigation of additional sites may be dependent upon time of year and associated on rainfall and waterflow.

EXHIBIT B
COMPENSATION

☒ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]
The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Task	Total Hours	Cost
1. Kick Off meeting with City	8	$1,380
2. Office Preparation: Stream Classification and Regulation	49	$6,365
3. Mapping Set-Up and Field Work Coordination	73	$7,005
4. Conduct Field Work at Approximately 30 Sites	200	$20,500
5. Review and Verify Field Data	68	$9,220
6. Prepare draft report and mapping	128	$14,110
7. Provide draft Deliverables to City and Make Edits Based on City Comments	34	$4,190
8. Additional Field Days per City Request	44	$4,980
9. Project Management	20	$3,150
10. Expenses		$1,546
TOTAL		**$72,446**

REIMBURSABLE EXPENSES

Hourly Rates Effective July 2020*

Ed McCarthy, PE, PhD	Senior Water Resources Engineer	$190
Dan Nickel, MSc	Environmental Engineer	$185
Hugh Mortensen, PWS	Senior Ecologist	$185
Jennifer Creveling, PWS	Senior Biologist	$185
J. Kenny Booth, AICP	Senior Planner	$185
Al Wald, LHg	Hydrogeologist	$170
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	$160
Amber Mikluscak, PLA, GISP, MLA	Senior Landscape Architect/GIS Manager	$155
Nell Lund, PWS	Senior Ecologist	$150
Ryan Kahlo, PWS	Senior Ecologist	$150
Mark Daniel, AICP	Associate Planner/GIS Specialist	$145
Clover McIngalls, PWS	Environmental Planner	$135
Marina French, PLA, MLA	Landscape Architect	$135
Leila Willoughby-Oakes	Associate Planner	$135
Lucas Vannice, PLA	Landscape Architect/Arborist	$120
Katy Crandall	Ecologist/Arborist	$120
Kyle Braun, PLA	Landscape Architect/Arborist	$120
Peter Heltzel, MSc, CFP	Fisheries Biologist	$135
Jamie Sloan	Ecologist	$120
Billy Craig	Project Administrator	$110
Debra Klein	Accountant	$110
Betsy Mann	Marketing Manager	$110
April Mulcahy	Arborist/Ecological Designer	$107
Alicia Bramble-Schultz	Landscape Architect	$107
Alex Capron	Planner/GIS Specialist	$105
Alex Pittman	Environmental Planner	$105
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	$113
Sam Payne	Ecologist/Arborist	$103
Grayson Morris, MLA, SITES AP	Landscape Designer	$95
Jake Robertson	Arborist	$92
Karin Hopper	Office Coordinator	$90
Amanda Fleischman, MLA	Landscape Designer	$93
Nathan Burroughs, MSc	GIS Analyst	$85
Grace Brennan	Ecologist	$85
Alicia Kellogg	Graphics Assistant/Landscape Designer	$80
Sage Presster	Ecologist	$80

CFP = Certified Fisheries Professional as certified by the American Fisheries Society
PE = Professional Engineer
EIT = Engineer In Training
GIS = Geographic Information System
PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists
PLA = State of Washington Professional Landscape Architect
AICP = American Institute of Certified Planners
MSc = Master of Science degree
MLA = Master of Landscape Architecture
GISP = GIS Professional

*Rates for 2020 only; escalator clause for cost of living may apply in future years

EXHIBIT C
DIRECT COSTS

Auto Mileage Maximum standard rate allowable by IRS	
Reproduction: **Black & White Printing** — **Rate per Page** 8 1/2 x 11 — $0.10 11 x 17 — $0.20 12 x 18 — $0.30 **Color Printing** — **Rate per Page** 8 1/2 x 11 — $1.00 11 x 17 — $2.00 12 x 18 — $2.50	**Plotting** — **Rate per SF** B&W Bond — $1.05 Color Bond — $1.18 B&W Glossy — $12.18 Color Glossy — $13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	$100.00/day
Trimble Geo XH - GPS Equipment Fee	$190.00/day
Panasonic FZ-G1	$130.00/day
Field Tablet	$20.00/day
Solomat Water Quality Testing Equipment Fee	$50.00/day
YSI Salinity pH Meter	$50.00/day
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs At Cost	

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☒ Yes ☐ No
   IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
   IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

   Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

   Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

   Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

   Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: The Watershed Company

Signature: _____ Printed Name: Daniel Nickel Title: Vice President

(Retirement Form Approved by City Attorney's Office June 15, 2014)

EVERETT

Project title: Integrated Public Alert and Warning System (IPAWS) Memorandum of Agreement

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Fire

Contact person:
Sarah LaVelle

Phone number:
425-257-7965

Email:
slavelle@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Integrated Public Alert and Warning System (IPAWS)

Partner/Supplier : Federal Emergency Management Agency (FEMA)

Location: N/A

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

There is no cost to the city to utilize this system.

Project summary statement:

The Integrated Public Alert and Warning System (IPAWS) is a National system offered by the Federal Emergency Management Agency (FEMA) that Everett uses for local alerting. IPAWS enhances Everett's public alerting system by providing access for the City to send wireless emergency alerts (WEA) to wireless phone carriers in a designated area during an emergency. Using IPAWS increases the impact of public alerts and warnings and contributes to the overall public safety for those living and working in Everett as well as visitors to the area.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Memorandum of Agreement between the City of Everett and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office regarding the use of City of Everett Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN) at no cost to the city.

Memorandum of Agreement
between the
City of Everett
and the

Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office

Regarding the use of:
City of Everett
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)

Version 4.2

14 Jul 2020

1.0 SUPERSEDES: WA City of Everett-MOA-1. signed 2017-02-27

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the City of Everett hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of City of Everett Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people…establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will <u>immediately</u> notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and

submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.

- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.

- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.

- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.

- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.

- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.

- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.

- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
    - The ability to assign and manage user permissions; and
    - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
    - The provision of vendor support, to include user training, and around the clock technical support; and
    - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
    - The provision of an intuitive user interface, to include help menus; and
    - The ability to notify the user of digital certificate expiration; and
    - The ability to constrain event types and geocodes to user permissions; and
    - The ability to send one alert to multiple channels; and
    - The provision of displays that show required fields based on selected channel; and
    - The ability to pre-populate fields to the greatest extent possible; and
    - The ability to support templates; and
    - The ability to create a polygon or circle, of less than 100 nodes; and
    - The ability to update or cancel an alert, without having to reenter all of the data; and
    - The ability to alert the end user if a software license has expired; and
    - Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
    - The ability to pre-check an alert message for errors, prior to sending; and
    - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
    - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
    - The provision of user confirmation of connectivity to IPAWS; and

- The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

City of Everett Official
Name: Cassie Franklin
Title: Mayor

(Signature Date)

City of Everett
2930 Wetmore Ave
Everett, WA, 98201

Federal Emergency Management Agency
IPAWS-OPEN System Owner
Name: Mark A. Lucero
Title: Chief, IPAWS Engineering

(Signature Date)

Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **AlertSense**

Function:	Public Safety alerts will be sent using AlertSense
Location:	Denver, CO;
Description of data, including sensitivity or classification level:	Public Safety messages will be sent using AlertSense. No classified or SPII data will be included in these messages.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Sarah LaVelle

Title: Emergency Planning and Operations Coordinator

Business Email Address: slavelle@everettwa.gov

Primary Phone Number: 425-257-7965

Alternate Phone Number:

Organization: City of Everett

Mailing Address: 2801 Oakes Ave, Everett, WA, 98201

Designated Alternate Point of Contact:

Name: Brent Stainer

Title: Director, Emergency Management

Business Email Address: bstainer@everettwa.gov

Primary Phone Number: 425-257-8109

Alternate Phone Number:

Organization: City of Everett

Mailing Address: 2801 Oakes Ave, Everett, WA, 98201

Designated Technical Point of Contact:

Name: Sarah LaVelle

Title: Emergency Planning and Operations Coordinator

Business Email Address: slavelle@everettwa.gov

Primary Phone Number: 425-257-7965

Alternate Phone Number:

Organization: City of Everett

Mailing Address: 2801 Oakes Ave, Everett, WA, 98201

FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Dr. Cynthia Sutherland	202-701-5329	cynthia.sutherland@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to City of Everett Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- City of Everett will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. City of Everett is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, City of Everett will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. City of Everett understands that the use of digital signatures, used on their behalf, is binding and City of Everett will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
    - Be at least eight characters in length
    - Contain a combination of alphabetic, numeric and special characters
    - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software.

Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
    - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
    - Protect sensitive data sent to or received from IPAWS-OPEN;
    - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
    - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the City of Everett Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (https://training.fema.gov/is/courseoverview.aspx?code=IS-906) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the City of Everett Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to City of Everett Interoperable System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B): _____

Signature: _____ Date: _____

EVERETT

Project title: Call for bids for Jackson Park Area Stormwater Separation and Treatment Project.

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
August 12, 2020

Briefing
Proposed action
Consent
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Project area Map

Department(s) involved:
Public Works

Contact person:
Dave Voigt

Phone number:
425-257-8983

Email:
dvoigt@everettwa.gov

Project: Jackson Park Area Stormwater Separation and Treatment

Partner/Supplier : NA

Location: South and East of Jackson Park ball fields.

Preceding action: 3/18/2020 – Plans & Systems Ordinance

Fund: 336 - Water & Sewer System Improvements Fund

Fiscal summary statement: This project is included in the current Public Works Capital Improvements Program for Surface Water. The estimated construction cost is approximately $1,355,000.

Washington Department of Ecology is providing grant funding in the amount of $937,500 and the City of Everett provides matching funds of $312.500 for grant eliginble improvements. Some of the improvements are not "grant eligible" and would compromise the difference of $105,000 that the city is responsible for.

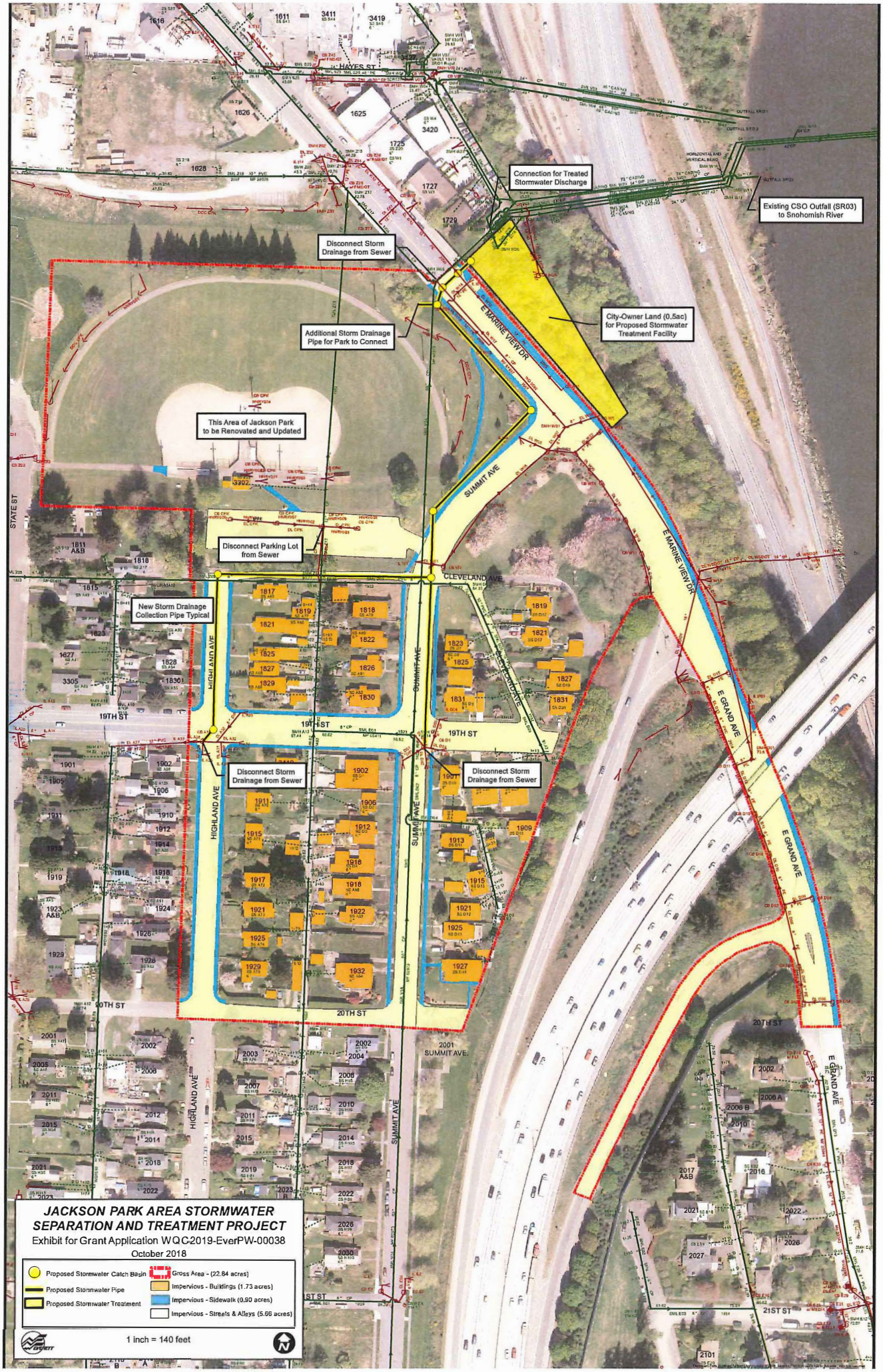
Project summary statement: This project will construct a network of stormwater pipes to collect runoff from streets and alleys and will remove pollutants from the runoff so it can be discharged to the Snohomish River. Removing storm water from the combined sewer system will reduce the occurrence and severity of Combined Sewer Overflow (CSO) events and free up needed capacity at the wastewater treatment facility. This project will also provide stormwater treatment capacity for the east half of Jackson Park.

Recommendation (exact action requested of Council): Authorize call for bids for construction of Jackson Park Area Stormwater Separation and Treatment project.

Initialed by:
RLS
Department head

Administration

Council President


Connection for Treated Stormwater Discharge
Existing CSO Outfall (SR03) to Snohomish River
Disconnect Storm Drainage from Sewer
Additional Storm Drainage Pipe for Park to Connect
City-Owner Land (0.5ac) for Proposed Stormwater Treatment Facility
This Area of Jackson Park to be Renovated and Updated
Disconnect Parking Lot from Sewer
New Storm Drainage Collection Pipe Typical
Disconnect Storm Drainage from Sewer
Disconnect Storm Drainage from Sewer
HAYES ST
STATE ST
SUMMIT AVE
E MARINE VIEW DR
CLEVELAND AVE
HIGHLAND AVE
19TH ST
20TH ST
21ST ST
E GRAND AVE
2001 SUMMIT AVE
JACKSON PARK AREA STORMWATER SEPARATION AND TREATMENT PROJECT
Exhibit for Grant Application WQC-2019-EverPW-00038
October 2018
Proposed Stormwater Catch Basin
Proposed Stormwater Pipe
Proposed Stormwater Treatment
Gross Area - (22.84 acres)
Impervious - Buildings (1.73 acres)
Impervious - Sidewalk (0.90 acres)
Impervious - Streets & Alleys (5.66 acres)
1 inch = 140 feet

EVERETT

Project title: Medic Training Apartment Interlocal Agreements with East Jefferson Fire Rescue and Port Ludlow Fire & Rescue

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Interlocal Agreements with East Jefferson and Port Ludlow Fire and Rescue Apartment Lease Contract

Department(s) involved:
Fire, Legal

Contact person:
Rich Llewellyn

Phone number:
425-257-8115

Email:
RLewellyn@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Shared use of the Harborview Medic training apartment

Partner/Supplier : Coast Property Management, East Jefferson Fire Rescue, Port Ludlow Fire & Rescue

Location: 600 Ninth Ave, Seattle, WA 98104

Preceding action: Apartment lease with Coast Property Management approved 7/29/20

Fund: 153 EMS

Fiscal summary statement:

These two interlocal agreements to authorize the City of Everett to invoice East Jefferson Fire Rescue and Port Ludlow Fire and Rescue each for 25% of the cost to rent a room at the apartment the City of Everett has setup for paramedic students attending the Harborview Paramedic training program. This will generate at least $15,140 in revenue over the term of the agreements which will be used to offset 50% the cost burden on the City of Everett which is providing these accommodations.

Project summary statement:

The Everett Fire Department is sending two paramedic students to the Harborview Paramedic Course. This is an intense yearlong resident medical training program that includes training at all hours of the day and evening. The students will be sharing the apartment with two other fire agencies that each have a student attending the program as well. These agreements prepared by the City of Everett formalize the arrangement and outline the conditions.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Medic Training Apartment Interlocal Agreements with East Jefferson Fire Rescue and Port Ludlow Fire & Rescue at a benefit to the city of $15,140 in billable revenue.

EVERETT

Project title: Authorize release of Request for Proposal #2020-061 Public Private Partnership - Park Properties

City Council Agenda Item Cover Sheet

Council Bill #

Project: Public Private Partnership - Park Properties

Partner/Supplier: To be determined

Location: Various

Preceding action: None

Fund: N/A

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Request for Proposal

Department(s) involved:
Purchasing & Parks

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Fiscal summary statement:

The request for proposal will request responses for possible public private partnerships at park properties and facilities.

Project summary statement:

Request Council authorize the issuance of a Request for Proposals (RFP) to solicit the community for possible public, private, non-profit partnership proposals (ideas) The RFP is intended to solicit ideas from the public regarding the utilization of park properties or park facilities for community benefit. Proposals could result in public, private/non-partnerships that may increase recreation opportunities for the public, re-purpose or recondition park assets for community use, decrease costs to the city and or generate additional revenue.

This process provides an opportunity for non-profits, businesses, or private individuals to partner with the City to improve the community. if viable proposals are received it is the City's intention to award multiple contracts from proposals submitted in response to this solicitation. Proposers are encouraged to provide proposals that will enhance the scope of present operations and offer revenue generating opportunities for the City. If successful, the City anticipates that this will become a reoccurring proposal opportunity to explore public private/non-profit partnerships.

Resulting contracts will be brought to council for consideration and award.

Recommendation (exact action requested of Council):

Authorize release of request for proposal #2020-061 Public Private Partnership - Park Properties.

Initialed by:

Department head

Administration

Council President

EVERETT
WASHINGTON

PURCHASING

Request for Proposal #2020-061

Procurement Professional Point of Contact:
Theresa Bauccio-Teschlog, CPPB
Purchasing Manager
(425) 257-8901
bids@everettwa.gov

Public Private Partnership - Park Properties

TIME LINE - The following represents the schedule for this solicitation.	
Event	**Date**
Issue Date	August 14, 2020
Deadline for Final Questions	September 21, 2020
Proposal Due Date	October 6, 2020, 2:00 p.m. Pacific Time
Award	November 25, 2020
Anticipated Contract Start Date	January 1, 2021
Anticipated Contract Term	Contract length will be negotiated based on proposal and offer.

Submit Sealed Proposals to:

City of Everett – Purchasing Office
3200 Cedar Street
Everett, WA 98201

Clearly label the outside of the sealed envelope containing the original proposal response and six (6) complete identical copies with the Proposal Name, Proposal Number and contact information listed above. Only Proposals that arrive in the City Purchasing office by the deadline will be considered.

Information & Addenda: All Information including Addenda regarding this solicitation can be found at:

https://everettwa.gov/319/Bid-Opportunities

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

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

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

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

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

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

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

1.2 PROPOSAL CLOSING

At the appointed time, the names of the suppliers who submitted proposals will be read aloud publicly via live stream only. The link to watch the bid opening will be accessible from https://www.everettwa.gov/purchasing. If you have any questions about logging into the live streaming quote opening, call (425) 257-8901.

1.3 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.4 REQUEST FOR DUE DATE EXTENSION

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

1.5 WITHDRAWAL OF PROPOSALS

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

1.6 SINGLE RESPONSE

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

1.7 MULTIPLE PROPOSALS

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

1.8 EVALUATION AND AWARD

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

single agreement with one proposer or enter into agreements with more than one proposer for the same service or facility or make no award and issue a new Request for Proposal for that service or facility only.

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

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

1.9 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

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

1.10 EXCLUDED PARTIES

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

1.11 BUSINESS LICENSE

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

1.12 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at:
http://www.codepublishing.com/WA/Everett

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

1.13 NONENDORSEMENT

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

1.14 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE

A. Property of the City of Everett

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

B. Proposals are Public Records

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

C. Public Records Exemption / Notice of RCW 39.10.470

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

D. Proposals Not Marked as Confidential

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

E. Process for Disclosing Information

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

F. Indemnification by Proposer

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

G. Consent to Procedure

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

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

1.15 RESPONSE PROPERTY OF THE CITY OF EVERETT

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

1.16 NO OBLIGATION TO CONTRACT

In the event that proposals are received for the same or similar services or facility, the City reserves the right to enter into a single agreement with one prosper or to enter into agreements with more than one proposer for the same service or facility or make no selection and issue a new RFP for that service or facility only.

1.17 COST OF PREPARING PROPOSALS

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

1.18 COOPERATIVE PURCHASING

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

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

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

SECTION 2 - SPECIFICATIONS

2.1 INTENT SUMMARY

The purpose of this Request for Proposals (RFP) process is to provide an avenue for suggestions that could result in public private partnerships that will increase recreation opportunities for the public, repurpose or recondition park assets for community use and generate revenue for the City of Everett Parks & Facilities department. The expected contract start date for the general RFP is January 2021, with an understanding that larger proposals may take longer to negotiate.

This Request for Proposal provides an opportunity for non-profits, businesses, or private individuals to partner with the City to improve the community. It is the City's intention to award multiple contracts from proposals submitted in response to this solicitation.

The City anticipates that this will become a reoccurring proposal opportunity.

2.2 BACKGROUND

The City of Everett Parks & Facilities Department has 45 Park properties, 2 Municipal Golf Courses, other park properties as listed in this section, an Animal Shelter, a Senior Center, a Swim Center, facility rentals at several sites, athletic sport complexes at Kasch Park and Phil Johnson complexes, arts events, and current contracts for the management of the Legion Memorial and Walter Hall Golf Courses. The City of Everett's population and park systems have continued to grow, and now more than ever, it is important to create a vision for the future of Parks and Recreation within our City.

There are several building assets within Everett parks that are currently underutilized as well as open space where recreation and community access could be created. The general RFP process is open for all ideas and proposals for any City of Everett park land or park building assets. Some facilities that rise to the top of the parks department list of opportunities include:

- Silverdome at Thornton A. Sullivan Park, 11405 Silver Lake Rd.
- Carl Gipson Senior Center, 3025 Lombard Ave.
- Forest Park Swim Center, 802 E. Mukilteo Blvd.
- Animal Farm Area, Forest Park, 802 E. Mukilteo Blvd.
- Fieldhouse (current Preschool), Forest Park, 802 E. Mukilteo Blvd.
- Legion Park Horticulture and Greenhouse Area, 145 Alverson Blvd.
- Cemex Property north of Phil Johnson Ballfields, 400 Sievers Duecy Blvd.
- Municipal golf courses at Legion Memorial and Walter Hall.
- Naming rights such as at the following facilities or rooms within buildings:
    - Everett Performing Art Center
    - Everett Animal Shelter
    - Kitchen or library at the Carl Gibson Senior Center
- Advertising such as on the fences at:

- Kasch Park
- Phil Johnson Ballfields

The City's park patrons include families, youth and adult sport organizations, dog enthusiasts, senior citizens, joggers, walkers, boaters, bicyclists, sport lovers, garden, boat, dog, and outdoor enthusiasts of all ages.

2.3 SCOPE OF WORK

It is important that the proposals that are received accurately reflect the growing needs of the City's residents and visitors, and that the outcomes are rich in community benefit and provide revenue to the department. Below are partnership ideas in the areas of enhanced recreational amenities in parks, lease or non-profit management of City owned facilities, special events and programs, sponsorship and naming right opportunities, restaurant, concession or gift shop ideas. Past performance does not necessarily indicate future results. The list below is not exhaustive but adds some frame of reference of the City's desired outcomes.

A list of the developed Park properties is listed in Appendix A.

- The City is seeking proposals for the development and operation of facilities incorporating enhanced recreational amenities in parks, such as adventure or extreme sports like BMX, paintball, zip line, climbing ropes course, disc golf and pump tracks at one or more Everett Parks properties.
    - Examples of locations that may be eligible for enhanced amenities include, but are not limited to:
        - Cemex Property north of Phil Johnson Ballfields, 400 Sievers Duecy Blvd. - BMX track, paintball, disc golf, pump track. Photos in Appendix B, Item 9.
        - Silverdome at Thornton A. Sullivan Park, 11405 Silver Lake Rd., 12,500sf - indoor tennis, indoor BMX or paintball, drone races, indoor dog park, indoor playground. Photos in Appendix B, Item 1.
        - Langus Riverfront Park, 411 Smith Island Road, – Bike or Motor cross track, dog park, water-based rentals. Photos in Appendix B, Item 10.
- The City is seeking proposals for rental, lease or non-profit management of the following sites and facilities:
    - Carl Gipson Senior Center, 3025 Lombard Avenue, Everett. The facility is 40,000sf and has several small and large venue spaces including a kiln, billiards tables, library, game room, sunroom, café and offices. Photos in Appendix B, Item 2.
        - Program and rental room sizes are described below:
            - Cascade View Hall – 4,700sf has been historically used for lunch program, bingo, large event rentals. Capacity 400 or 250 seated.
            - Mount St. Helens Room – 1,225sf has been historically used for table tennis, fitness, bridge clubs. Capacity 40.
            - Mount Rainier Room – 680sf has been historically used for education, meetings. Capacity 30.

        - Mount Baker Room – 567sf – has been historically used for education, meetings. Capacity 16.
        - Mount Olympus Room – 250sf – has been historically used for small meetings. Capacity 12.
    - Other Information:
        - The City has partnered with Homage Senior Services for several decades to provide a congregate lunch program to seniors Monday-Friday.
        - There is limited on-street parking in addition to a parking garage under the facility. Members have historically paid $5 for an annual parking sticker. There are also opportunities for evening and weekend parking revenue from events at the Angel of the Wind Arena.
        - The facility was named after a much-loved Everett resident, Carl Gipson.
- Legion Park Horticulture and Greenhouse Area, 145 Alverson Blvd. The gravel area at the south side of Legion Park has historically been used as park maintenance offices and the hub of horticulture activities in Everett. Everett has recently eliminated the annual flower program, leaving the greenhouse and offices available for rental or lease by an interested organization. The City is interested in receiving responses for all or part of the buildings listed below. Photos in Appendix B, Item 6.
    - Program and rental space sizes are described below:
        - Horticulture Offices – 2600sf
        - Horticulture Classroom – 1600sf
        - Greenhouse 3 – 1400sf
        - Greenhouse A – 1000sf
        - Greenhouse B – 1400sf
    - Other Information:
        - The City has a memorandum of understanding with the Arboretum Society for occasional use of the Horticulture Classroom that we would like to be able to continue, if possible.
        - Access through the property by the Legion Memorial Golf staff would be required.
- Fieldhouse is currently set up as a preschool classroom, in Forest Park, 802 E. Mukilteo Blvd., 1500sf. This site includes a classroom or meeting space, restroom, kitchenette with refrigerator, microwave, sink and storage. Photos in Appendix B, Item 5.
- Animal Farm in Forest Park, 802 E. Mukilteo Blvd. The area is comprised of 8 buildings on the west side of Forest Park. In this scenario, there are opportunities to convert the existing space for a different use. Photos in Appendix B, Item 4.
    - The Program spaces and sizes are described below:

        - Classroom – 720sf
        - Bunny Bank – 80sf
        - Bunny Barn – 200sf
        - Duck Building – 200sf
        - Horse Barn – 1,100sf
        - Main Barn and Office – 828sf
        - Pig Building – 150sf
        - Poultry Building – 350sf
    - Silverdome at Thornton A. Sullivan Park, 11405 Silver Lake Rd., 12,500sf. Built in 1954, home of the former Silver Lake Bible Camp assembly hall with heavy curved glulam beams, dirt floor and missing stage at east facade. This unique building is currently only used for storage, with the roof protected by large custom-made tarp. The dome has potential for adaptive reuse, noting limited parking in immediate vicinity of adjacent public roadway. Due to the sloped dirt floor, the Dome is not ADA accessible. Photos in Appendix B, Item 1.
    - Forest Park Swim Center, 16,390 sf. Large natatorium including entry, locker rooms, staff office, main pool, spa, family changing rooms, sauna, separate mechanical rooms for main pool and spa, mechanical mezzanine above locker rooms, large outside concrete sun deck, and modest outside children's wading pool. This pool facility has been incrementally modernized since construction in 1976 including: 1) Roof-over to replace original winter tarp cover early on, 2) Mechanical system replacement in 1997 and other upgrades, 3) Addition of family changing and sauna features, and 4) Replacement of boilers and main electrical panels in 2018. Photos in Appendix B, Item 3.
    - Walter Hall Golf Course
    - Legion Memorial Golf Course
- Special Events: Sorticulture
    - Event Description: Sorticulture is a garden art festival that has been thriving in Everett for the past 22 years. The festival has historically taken place on the Friday-Sunday on the first full weekend in June. Sorticulture unites art and the garden in a celebration of creative outdoor living. Historically, over 140 artists and nurseries gather to showcase distinctive hand-crafted garden art and unique plants to transform your backyard. Historically, it has been held in beautiful Legion Memorial Park in North Everett overlooking Port Gardner Bay. However, other Everett locations will be considered.
    - Event Details:
        - Sorticulture has generated up to $64,000 in vendor fee revenue over the past several years. Staff have used the app, “Entry Thingy” to jury the show, ensuring high quality goods that are consistent with the theme of the event are being sold.
        - The event has historically been free to attend. Attendance has ranged from 13,000-20,000 over the last several years, depending on weather.

        - The event was cancelled in 2020 because of physically distancing mandates related to COVID-19.
        - Examples of 2019 expenses include:
            - $10,000 music and speaker contracts
            - $6,700 in rentals of honey buckets, over-night security, tables and tents
            - $10,000 for Transit and Police support of the event. Parking is very limited at Legion Park, so most people ride transit from Everett Community College.
            - $15,700 in promotion and marketing
            - $1,200 miscellaneous expenses

- Recreation Program: Camp Patterson - photos in Appendix B, Item 7.
    - Historically, Camp Patterson, has been an inclusive summer camp for all youth and young adults including those with disabilities.
    - Program Description: Camp Patterson: swim, canoe, create and explore Silver Lake. Camp Patterson offers a fun and enriching summer day camp experience for children ages 5 years and older, particularly those with developmental delays or physical challenges. Campers participate in arts & crafts, canoeing, field trips, music, sports and swimming. Through creative and fun activities, we foster positive self-esteem, respect for individual uniqueness, friendship and respect for the environment. Camp has been historically held at Thornton A. Sullivan Park at Silver Lake 11405 Silver Lake Road.
    - Program Details:
        - Camp Patterson is comprised of 4 buildings as well as a large grassy area, approximately 48,000sf:
            - Staff Office building - 200sf
            - Restroom Bldg. 301
            - Sports and Activity Bldg. 300 – 600sf
            - Music and Movement Bldg. - 400sf
            - Shelter 1 - Seats 64
            - Silver Hall – 1000sf (optional)
        - Camp Patterson has generated up to $54,000 in camp registration fee revenue over the past several years. Most of these funds are collected from Department of Social and Health Services (DSHS), so development of a contract with DSHS would be recommended. DSHS is typically billed at the end of all weeks of camp.
        - Attendance for this 7-week program averages about 60 campers per week.
        - The camp was cancelled in 2020 because of budget reductions and physically distancing mandates related to COVID-19.

        - Expenses in 2019 included:
            - $40,391 in seasonal wages, benefits, uniforms
            - $2,500 in office and operating supplies
            - $258 in small tools and equipment
            - $790 miscellaneous expenses

- Recreation Program: Animal Farm (Photos in Appendix B, Item 4)
    - Program Description: Meet rabbits, ducks, pigs, goats, ponies and other fuzzy and feathered barnyard friends up close at Everett's urban farm. Farm has historically been held at Forest Park.
    - Program Details:
        - The Animal Farm area is comprised of 8 buildings on the west side of Forest Park. The spaces and sizes are described below:
            - Classroom – 720sf
            - Bunny Bank – 80sf
            - Bunny Barn – 200sf
            - Duck Building – 200sf
            - Horse Barn – 1,100sf
            - Main Barn and Office – 828sf
            - Pig Building – 150sf
            - Poultry Building – 350sf
        - The Animal Farm has historically been free to visit, with donations being collected. The annual number of visitors each year for this 8-week program has been 35,000 people. Past revenue from donations, camps and bunny bank have averaged $13,000 per year. Expenses have ranged from $55,000-$70,000 annually as minimum wage and the cost of veterinary care has increased.

- Sponsorship and Naming Right Opportunities:
    - Sponsorship opportunities are available for a variety of venues and events. These include but are not limited to:
        - July 4th fireworks show
        - Jetty Island Days
        - Advertising on outfield fences at Kasch and Phil Johnson sports fields
    - Examples of buildings or rooms that may be eligible for naming rights are:
        - Everett Performing Art Center

        - Everett Animal Shelter

- The City is seeking proposals for development and operation of year around or seasonal full-service restaurants, or gift shops in Parks to generate revenue for the City and offer convenience and fun for residents utilizing the Parks.
    - Examples of facilities that may be eligible for restaurant, or gift shops include, but are not limited to:
        - Former lifeguard house on the shores of Silver Lake at Thornton A. Sullivan Park – 1,200sf Photos in Appendix B, Item 8.
        - Main Barn at the Animal Farm in Forest Park – 828sf - Photos in Appendix B, Item 4.
        - Former horticulture office at Legion Park – 2,600sf - Photos in Appendix B, Item 6.
- Concession service opportunities include the following sites:
    - Forest Park – 802 East Mukilteo Boulevard, Everett, Washington, 98203
        - Asphalt Pad by Parking Lot.
        - Location Description: asphalt pad.
        - Amenities: electricity, water.
        - Demographics: children, parents, park users, special event participants.
        - Season: May through September.
        - Potential offerings: Kettle corn, ice cream, snacks, drinks, espresso.
    - Between Floral Hall & Pool
        - Location Description: asphalt pad.
        - Amenities: prime location for mobile vendor for parties and events.
        - Demographics: children, parents, park users, special event participants.
        - Peak Season: May through September.
        - Off Peak Season: October through April.
        - Potential offerings: food truck style concessions.

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

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

3.2 SELECTION PROCESS

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

3.3 CONTRACT AWARD AND EXECUTION

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

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

3.4 EVALUATION CRITERIA

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

Minimum Qualifications: The City of Everett will first examine proposals to eliminate those that do not meet the following minimum qualifications.

#		Points	Description
1	Eligibility	Pass/Fail	Minimum requirement(s): • Proposal must be for a property/facility that is owned by the City of Everett Parks department

#	Criteria	Points	Description
1	Qualifications and Previous Experience	50	Evaluate responses to Questionnaire 4.04.
2	Technical Capability, Approach, Capacity, and Sustainability	100	Evaluate responses to Questionnaire 4.04.

3	Community and Recreation Benefit	100	Evaluate responses to Questionnaire 4.04.
4	Risk, Performance, and Quality Assurance	25	Evaluate responses to Questionnaire 4.04.
5	Revenue Proposal and Other Financial Benefits	225	Evaluate Suppliers' revenue proposal and financial benefits offered.
	Total	500	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

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

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

1. **Supplier Commitment and Information (attached)**

2. **Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

3. **Price Proposal**
4. **Suggested response format:**

   - Standard 8 1/2" x 11" paper
   - Single sided, numbered pages
   - Typed with a minimum of 12-point font
   - Form 4.04- re-type the question before responding

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

URGENT – SEALED PROPOSAL ENCLOSED
Do Not Delay – Deliver Immediately

URGENT

EVERETT
WASHINGTON

City of Everett
2930 Wetmore Avenue
Everett, WA 98201

RFP Number: **2020-061**

RFP Title: **Public Private Partnership – Park Properties**

Procurement Professional:

Supplier:

URGENT

FORM 4.02 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2020-061 PUBLIC PRIVATE PARTNERSHIP – PARK PROPERTIES

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

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

The Supplier also certifies that:

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

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

REQUEST FOR PROPOSAL #2020-061 PUBLIC PRIVATE PARTNERSHIP – PARK PROPERTIES

4.03 REVENUE PROPOSAL AND OTHER FINANCIAL BENEFITS

Provide a complete price proposal describing the financial revenue or other financial benefits offered.

- Describe the suggested revenue model, include anticipated or forecasted revenue from your proposal and proposed city compensation.
- Describe and include the value of any of any capital improvements that will be provided at no cost to the City.
- Describe any immediate tenant or asset improvements that we will gain as a result of your project.
- Include and itemize any proposer incurred costs to create a turn-key operation, service fees, initial and on-going costs.

REQUEST FOR PROPOSAL #2020-061 PUBLIC PRIVATE PARTNERSHIP – PARK PROPERTIES

FORM 4.04 QUESTIONNAIRE

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

1. **Qualifications and Previous Experience**

   A. Briefly describe your company. Include how long the company been in business.

   B. Describe the qualifications of your company, its business experience and achievements.

   C. Describe any previous experience implementing similar projects or providing services to Parks or similar venues.

   D. Who are you proposing to be the project manager or account manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in industry, years with firm, year of applicable licenses, and etc.

   E. Provide names, tenure, roles and responsibilities for each key team member engaged in providing the related services.

2. **Technical Capability, Approach, Capacity and Sustainability**

   A. What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project. Include a business plan specific to this proposal that addresses all the key points asked as well as financial proforma.

   B. Describe any environmental or sustainability benefits of your proposal. Include sustainable related strategies, practices, services or products that may reduce the environmental impact.

   C. Provide a timeline plan for this project and include any City of Everett staff time requirements.

   D. Describe the proposed customer service plan. This includes, at a minimum, the process to address customer comments, complaints, issues, and incidents, received via any communication channel. Include any customer service standards and the process for keeping the City informed of complaints that are received

   E. How will your project manager communicate with City of Everett's project manager in all phases of the contract? How often are status and financial reports provided and in what format?

   F. Describe your process to ensure compliance with Washington State laws and regulations.

   G. Describe any relevant software programs that your firm proposes utilizing for this contract.

H. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

I. Address any remaining points not asked above.

3. Community and Recreation Benefit

A. Describe how the City of Everett Parks Department, residents or visitors will benefit from your project. Why should the City accept your proposal in terms of community and recreation benefit? How many people do you anticipate serving with your approach?

B. Describe how your company or project manager will keep City of Everett timely informed of any issues related to delivering the services described in this RFP.

C. Describe any other benefits with regards to the City, residents and visitors that have not already been addressed.

4. Risk, Performance, and Quality Assurance

A. Submit no more than five (5) completed relevant project experiences that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:

a. Company name and full address

b. Point of contact name, title, e-mail address, and phone number

c. Contract title, number, start and completion dates

d. Contract description & order / service details

B. Disclose any legal action that is in progress or has been taken against the proposing entity or individuals in the last five years.

C. Disclose all business transactions and relations within the last five years that may create or be perceived to create a conflict of interest. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

APPENDIX A – Developed Park Properties

1 **AMERICAN LEGION MEMORIAL PARK**
145 Alverson Blvd.
Playground, restrooms, shelter, trails, baseball,
basketball, tennis / 18.5 acres / bus 6
Includes: EVERGREEN ARBORETUM & GARDENS
evergreenarboretum.com

2 **BAYSIDE PARK**
2200 Grand Ave.
Adjacent to: Bayside Neighborhood Centennial P-patch / view / 1 acre

3 **BRIDLE PARK**
Sound Ave.
Green space / 1 acre / bus 18

4 **CASCADE VIEW PARK**
88th St. & 7th Ave.
Green space / 1 acre / bus 12

5 **CENTURY PARK**
Berkshire Dr. SE & Elliott Way Green space / .4 acres / bus 7,8

6 **CLARK PARK**
2400 Lombard Ave.
Playground, tennis / 2.4 acres / bus 7

7 **DOYLE PARK**
3420 Grand Ave. Playground / 2 acres / bus 7

8 **DREW NIELSEN NEIGHBORHOOD PARK**
13th & Colby Ave. Playground, gazebo / .4 acres

9 **EDGEWATERPARK**
3731 W Mukilteo Blvd.
Playground, basketball, tennis / 1.5 acres / bus 18

10 **ELM ST. PARK**
Olympic Blvd. & View Ridge Dr. Green space / .2 acres / bus 3,18

11 **FOREST PARK**
802 E Mukilteo Blvd.
Swim Center, playground, restrooms, shelter, trails, basketball, street hockey, horseshoes, tennis, water playground (summer), animal farm (summer) 197 acres / bus 3,18, requires uphill walk into park

12 **GARFIELD PARK**
2300 Walnut St.
Playground, restrooms, baseball, basketball, bike
polo, pickle ball, tennis / 5.6 acres / bus 4,29

13 **GRAND AVE. PARK**
1800 Grand Ave. View / 5 acres

14 **HANNABROOK PARK**
5815 Brookridge Blvd.
Playground, trails, basketball / 6 acres / bus 3

15 **HARBORVIEW PARK**
1621 W Mukilteo Blvd.
Trails, view / 8 acres / bus 18

16 **HAUGE HOMESTEAD PARK**
1819 121st St. SE
Playground, shelter, restrooms, trails, fishing
3.3 acres / bus 29

17 **HOWARTH PARK**
1127 Olympic Blvd.
Playground, restrooms, trails, tennis
28 acres / bus 18, requires walk

18 **INTERURBAN PARK**
Madison St. & Commercial Ave.
Green space / .2 acres / bus 8, 4 blocks to 29

19 **JETTY ISLAND (Jul & Aug)**
10th St. & W Marine View Dr.
Take the free ferry to the jetty / Donations welcome Restrooms, trails, saltwater beach, beach volleyball 127 acres / bus 6, walk about 6 blocks to
10th St boat launch

20 **J.J. HILL PARK**
Hewitt Ave. & Broadway
Green space / .15 acres / bus 7,18

21 **JOHNSTON-KELLY PARK** 46th St. SW & Basswood Dr. Trails / 4.8 acres / bus 3

22 **JUDD & BLACK PARK**
Hewitt Ave. & Maple St.
Green space / .4 acres / bus 3,4,29

23 **KASCH MEMORIAL PARK**
8811 Airport Rd.
Playground, restrooms, shelter, trails, baseball,
flag football, lacrosse, soccer, softball / 60 acres / bus 8,12

24 **KIWANIS PARK**
36th & Rockefeller Ave.
Playground, basketball / 1 acre / bus 3,18

25 **LANGUS RIVERFRONT PARK & TRAIL**
400 Smith Island Rd.
Restrooms, shelter, trails, view, fishing, rowing, boat launch*/ 96 acres

26 **LIONS PARK**
7530 Cascade Dr.
Playground, trail, basketball
Click & Go Visually Impaired Wayfinding
3.35 acres / bus 8

27 **LOGANBERRY LANE PARK**
9201 18th Ave. W
Trail, off-leash area / .2 acres / bus 8,12

28 **LOWELL PARK**
4605 S 3rd Ave.
Playground, restrooms, off-leash (designated area
only), basketball, tennis / 10 acres / bus 29

29 **LOWELL RIVERFRONT PARK & TRAIL**
1400 Lowell River Rd.
Trail, view, fishing / 7 acres / bus 29

30 **MAGGIE'S PARK**
Everett Ave. & W Marine View Dr. V

31 **NORTH & SOUTH VIEW PARK**
510 W Marine View Dr. View / 4.5 acres / bus 6

32 **PHIL JOHNSON BALLFIELDS**
400 W Sievers Duecy Blvd.
Playground, restrooms, baseball, fastpitch softball
13 acres / bus 3,8

33 **RIVERSIDE PARK**
Everett Ave. & E Grand Ave.
View / .2 acres / 3 blocks to bus 4

34 **ROTARY PARK**
3505 Lowell-Snohomish River Rd.
Restrooms, trail, fishing, view, boat launch*
11.3 acres / 3 blocks to bus 29

35 **RUCKER HILL PARK**
621 Laurel Dr. / 2 acres

36 **SENATOR HENRY M. JACKSON PARK**
1700 State St.
Playground, shelters, restrooms, baseball, basketball, softball / 15.25 acres / bus 4,29

37 **SOUTH EVERETT FOREST PRESERVE**
1017 109th St. SE / 15 acres / Trail

38 **SUMMIT PARK**
Summit Ave.
View / 3 acres / bus 4, 4 blocks to bus 29

39 **THORNTON A. SULLIVAN PARK**
11405 W Silver Lake Rd.
Playground, restrooms, shelters, trails, view, basketball,
disc golf, fishing, table tennis on the beach / 35.3 acres / bus 29

40 **VIOLA OURSLER VIEWPOINT**
721 E Marine View Dr.
View / .25 acres / bus 4

41 **WALTER E. HALL PARK**
1226 W Casino Rd.
Playground, restrooms, soccer, skate park / 9 acres / bus 12

42 **WETMORE THEATRE PLAZA** 2710 Wetmore Ave. Amphitheater / bus 3,7,29

43 **WIGGUMS HOLLOW PARK**
2808 10th St.
Playground, shelter, baseball, basketball, skate park
10 acres / bus 4,29

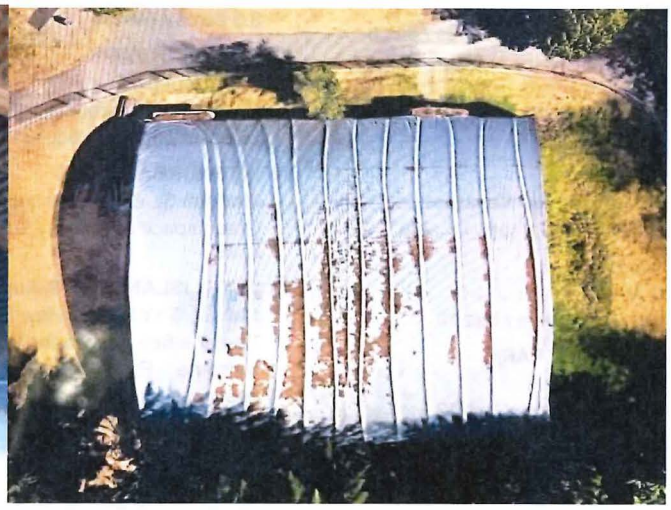
44 **DEER PARK**
Corner of 13th Ave W and 55th St. SW
Playground
.25 acres

45 **GREEN LANTERN PARK**
19th Ave. SE on the east bank of Silver Lake
Perimeter walkway, picnic tables and benches
.9 acres

***BOAT LAUNCH FOR ROTARY & LANGUS PARK**
Single launch $10 / VISA, MC, cash and check accepted.

APPENDIX B

Item 1: Silverdome at Thornton A. Sullivan Park



Item 2: Carl Gipson Senior Center

Cascade View Hall and Kitchen:

Mount Adams Room with Kiln:

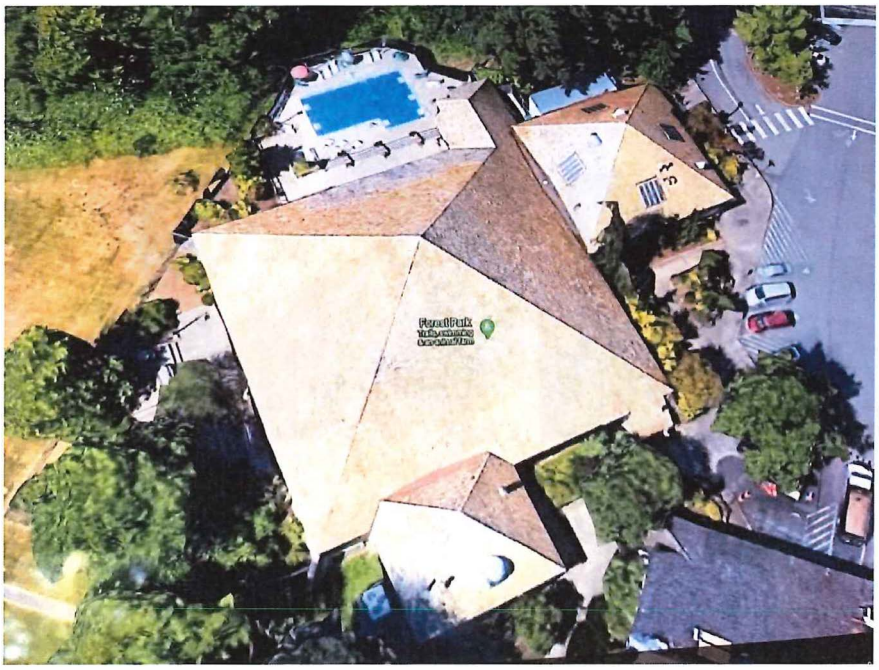
Mount Baker Room:

Carl Gipson Senior Center Continued

Mount Olympus Board Room:

Mount Rainier Room:

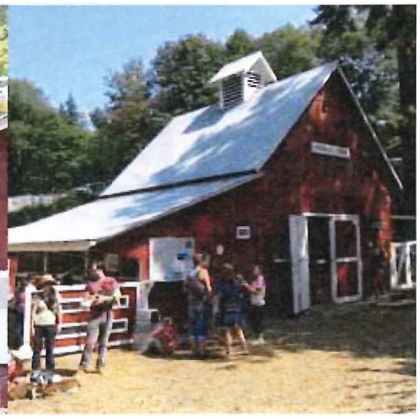
Item 3: Forest Park Swim Center



Item 4: Animal Farm:

Farm Area:

Main Barn:



Classroom:

Bunny Bank:

Horse Barn:

Item 5: Fieldhouse (Preschool)

Item 6: Legion Park Horticulture Area

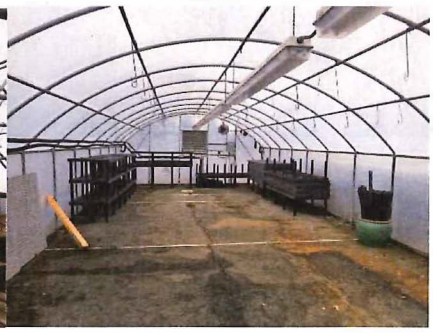
Horticulture Office:

Horticulture Classroom

House 3:

House A:

House B:



Item 7: Camp Patterson

Staff Office:

Restroom:

Sports and Activities Building

Camp Patterson Continued:

Music and Movement Building Inside:

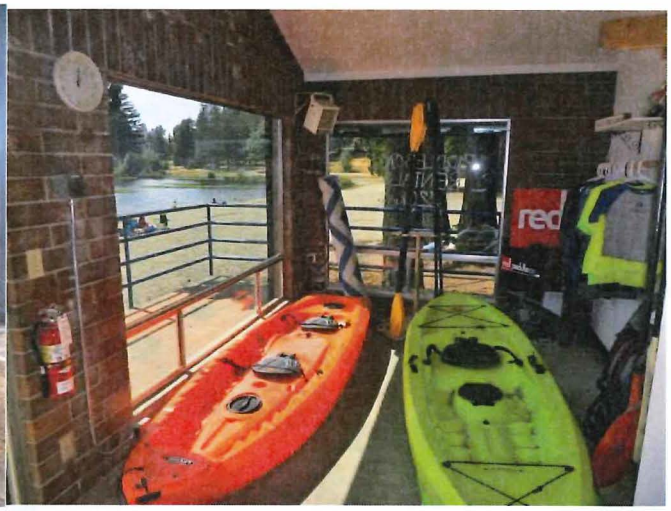
Silver Hall Inside:

Silver Hall Outside:

Entry Signage:

Beach Storage location:

Item 8: Former Lifeguard House at Thornton A. Sullivan Park



Item 9: Former Cemex Property on Sievers Duecy Road

Item 10: Smith Island Road near Langus Park Property

Potential Concession Sites - Forest Park – Concrete Pad

Forest Park between Floral Hall & Pool

EVERETT

Project title: Adopt a Resolution Declaring a 2001 Nordberg-Read CV-40D 4-Yard Rock Screener Surplus and Authorizing Sale at Public Auction

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Resolution

Department(s) involved:
Purchasing & Motor Vehicles

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Resolution declaring a 2001 Nordberg-Read CV-40D 4-Yard Rock Screener Surplus

Project: Surplus and sale of a 2001 Nordberg-Read CV-40D 4-Yard Rock Screener

Partner/Supplier:

Location:

Preceding action: Award of RFP 2019-062 Rock Screener to Northwest Equipment Systems LLC. On December 18, 2019.

Fund: Fund 126 Motor Vehicle Replacement Fund

Fiscal summary statement:

Funds received from the surplus sale will be returned to Fund 126 Motor Vehicle fund.

Project summary statement:

The Public Works Department owns a 2001 Nordberg-Read CV-40D 4-Yard Rock Screener (T0035), which has been identified for surplus. This equipment has been in service since 2001 and has reached the end of its service life. It is no longer of use to the City.

The Rock Screener was replaced by H0071, which was awarded by Council on December 18, 2019.

Recommendation (exact action requested of Council):

Adopt a resolution declaring a 2001 Nordberg-Read CV-40D 4-Yard rock screener surplus and authorizing sale at public auction.

.

EVERETT
WASHINGTON

RESOLUTION NO. _____

A RESOLUTION declaring one 2001 Nordberg-Read CV-40D 4-Yard Rock Screener (T0035) surplus and authorizing for sale at Public Auction,

WHEREAS,

1. The City has one 2001 Nordberg-Read CV-40D 4-Yard Rock Screener (T0035);

2. And, the above-referenced equipment is no longer of value or use to the City;

3. And, Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property;

4. And, based on the guidelines set forth in Section 2 of Ordinance 2963-06, a public auction is the disposition method that best meets the City's interests;

5. And, the City's Purchasing Manager has reported the basis for the estimated value of the surplus property and has recommended to surplus the above-referenced vehicle and equipment by public auction.

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

1. The City has one 2001 Nordberg-Read CV-40D 4-Yard Rock Screener (T0035); and

2. The disposition of this equipment at a Public Auction is hereby authorized.

_____
Councilmember introducing resolution

Passed and approved this _____ day of _____, 2020.

_____
Council President

EVERETT | City Council Agenda Item Cover Sheet

Project title: Water Main Replacement "Q" Rebid - Request for Final Acceptance & Certificate of Completion

Council Bill #

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Final Contract Voucher, Final Estimate, Certificate of Completion & Vicinity Map - Two copies each

Department(s) involved:
Public Works

Contact person:
Mike Kangas

Phone number:
(425) 257-7731

Email:
mkangas@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: Final Acceptance & Certificate of Completion

Project: Water Main Replacement "Q" Evergreen Rebid -UP 3612

Partner/Supplier: SRV Construction, Inc.

Location: Evergreen Way – Holly Drive to Casino Road

Preceding action: Award April 11, 2018, CO #1 April 11, 2019, CO #2 April 16, 2020

Fund: 336

Fiscal summary statement (includes applicable WSST):

Original Contract Amount	$1,450,524.96
Change Order Number 1	$180,445.32
Change Order Number 2	$226,188.00
Current Contract Total	$1,857,158.28

Project summary statement:

Water Main Replacement "Q" Evergreen Rebid includes replacing approximately 2500 lineal feet of 12" water main and all supporting work on the east side of Evergreen Way between Holly Drive and Casino Road.

The general contractor, SRV Construction Inc, completed the Water Main Replacement "Q" Evergreen Rebid Project in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

Recommendation (exact action requested of Council):

Accept the Water Main Replacement "Q" Evergreen Rebid Project with SRV Construction Inc. as complete and authorize the Mayor to sign the Certificate of Completion allowing release of retention.

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: July 13, 2020
CONTRACTOR: SRV Construction
PROJECT TITLE: Water Main "Q" Evergreen Rebid
DATE WORK COMPLETE: May 13, 2019

ADDRESS: P.O. BOX 507
CITY/STATE: Anacortes, WA 982221
WORK ORDER NO. UP 3664
FINAL AMOUNT: $1,696,100.66
Exclusive of State Sales Tax

CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X _____
CONTRACTOR
SRV Construction

X COMP. SECRETARY
TITLE

Subscribed and sworn to before me this 14th day of July, 2020.

X Gina Lamb
Notary Public
in and for the State of Washington, residing at Skagit County.

GINA LAMB
COMMISSION EXPIRES
NOTARY
PUBLIC
06-10-2021
STATE OF WASHINGTON

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

X Tom Fuchs
Construction Manager
Tom Fuchs

APPROVED Date: 7-28-2020

X _____
Public Works Director
Ryan Sass, P.E.

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

CERTIFICATE OF COMPLETION

Project: Water Main Replacement "Q" Evergreen Rebid

Contractor: SRV Construction, Inc

Work Order No. UP 3612

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

The Contractor physically completed the project, within the time allowed in the contract.

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

Recommended by:

_____ 7-28-2020
Public Works Director Date
Ryan Sass

Approved by:

_____ _____
Mayor, City of Everett Date
Cassie Franklin

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

_____

By:_____
David C. Hall, City Attorney

_____
Date

Run Date: 5/4/2020
11:30 AM

Project: 357

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order # 3612A
Estimate # 9

Cutoff Date: 04-24-2020

Contractor: SRV Construction
P.O Box 507
Anacortes, WA 98221

WATER MAIN REPLACEMENT "Q"
EVERGREEN WAY - REBID
WO 3612A BID $1,486,948.00
TOTAL Bid $1,857,158.28

FINAL

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$1,656,776.66	$1,450,776.66	$206,000.00
Retained Amounts	$82,838.83	$72,538.83	$10,300.00
State Tax Amounts	$160,928.79	$140,740.79	$20,188.00
Amounts Paid	$1,734,866.62	$1,518,978.62	
Amount to be Paid This Estimate			$215,888.00

Checked By Mike Kaminski Date 5/4/2020

Recommended By Ron Fuchs Date 5-4-2020

Public Works Director Date 6-3-2020

Work Order Number: 3612A

Run Date: 5/4/2020
Time: 11:30 AM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3612A
Estimate #9

Cutoff Date: 4/24/2020

Project: 357
WATER MAIN REPLACEMENT "Q"
EVERGREEN WAY - REBID
WO 3612A BID: $1,486,948.00
TOTAL BID: $1,857,158.28

Contractor: SRV Construction, Inc.
PO Box 507
Anacortes, WA 98221

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	189,000.00	1.00	1.0000	1.0000	0.0000	189,000.00	189,000.00	0.00
0002	SPCC PLAN	LS	300.00	1.00	1.0000	1.0000	0.0000	300.00	300.00	0.00
0003	FORCE ACCOUNT	FA	1.00	61,000.00	51,546.1800	45,546.1800	6,000.0000	51,546.18	45,546.18	6,000.00
0004	TRAFFIC CONTROL LABOR	HR	61.00	500.00	1,449.5000	1,449.5000	0.0000	88,419.50	88,419.50	0.00
0005	TRAFFIC CONTROL OFF DUTY OFFICER	FA	1.00	2,200.00	12,752.8200	12,752.8200	0.0000	12,752.82	12,752.82	0.00
0006	MAINT & PROTECTION OF TRAFFIC CONTROL	LS	21,275.00	1.00	1.0000	1.0000	0.0000	21,275.00	21,275.00	0.00
0007	TRENCH EXCAVATION SAFETY SYSTEMS	LS	4,600.00	1.00	1.0000	1.0000	0.0000	4,600.00	4,600.00	0.00
0008	STREET CLEANING & SWEEPING	HR	190.00	50.00	30.5000	30.5000	0.0000	5,795.00	5,795.00	0.00
0009	EROSION/WATER POLLUTION CONTROL	FA	1.00	2,100.00	1,084.7700	1,084.7700	0.0000	1,084.77	1,084.77	0.00
0010	SAWCUT ACP, FINAL JOINT CUT UP TO 6"	LF	3.60	5,100.00	5,080.0000	5,080.0000	0.0000	18,288.00	18,288.00	0.00
0011	SAWCUT ACP, FINAL JOINT CUT ADD 1" THICK	LF	0.90	10,200.00	20,320.0000	20,320.0000	0.0000	18,288.00	18,288.00	0.00
0012	SAWCUT CONC PAVE, FINAL JOINT CUT UP TO 6"	LF	11.00	200.00	160.0000	160.0000	0.0000	1,760.00	1,760.00	0.00
0013	FOUNDATION MATERIAL, CLASS A OR B	TN	55.00	470.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	GRAVEL BORROW	TN	27.00	1,100.00	1,584.1360	1,584.1360	0.0000	42,771.67	42,771.67	0.00
0015	EARTHQUAKE RESISTANT DUCTILE IRON 12" DIAM	LF	206.00	2,540.00	2,556.0000	2,556.0000	0.0000	526,536.00	526,536.00	0.00
0016	GATE VALVE, 6"	EA	950.00	2.00	2.0000	2.0000	0.0000	1,900.00	1,900.00	0.00
0017	GATE VALVE, 8"	EA	1,250.00	1.00	1.0000	1.0000	0.0000	1,250.00	1,250.00	0.00
0018	GATE VALVE, 12"	EA	2,120.00	11.00	9.0000	9.0000	0.0000	19,080.00	19,080.00	0.00
0019	FIRE HYDRANT ASSY	EA	7,575.00	5.00	5.0000	5.0000	0.0000	37,875.00	37,875.00	0.00
0020	ASSIST COE WATER OPS CONNECT TO EXIST 8"	EA	2,800.00	1.00	1.0000	1.0000	0.0000	2,800.00	2,800.00	0.00
0021	ASSIST COE WATER OPS CONNECT TO EXIST 12"	EA	1,875.00	1.00	2.0000	2.0000	0.0000	3,750.00	3,750.00	0.00
0022	ASSIST COE WATER OPS CONNECT TO EXIST 24"	EA	2,800.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 5/4/2020
Time: 11:30 AM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3612A
Estimate #9

Cutoff Date: 4/24/2020

Project: 357
WATER MAIN REPLACEMENT "Q"
EVERGREEN WAY - REBID
WO 3612A BID: $1,486,948.00
TOTAL BID: $1,857,158.28

Contractor: SRV Construction, Inc
PO Box 507
Anacortes, WA 98221

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0023	CORPORATION STOP W/ SERVICE SADDLE, 3/4"	EA	975.00	6.00	6.0000	6.0000	0.0000	5,850.00	5,850.00	0.00
0024	CORPORATION STOP W/ SERVICE SADDLE, 1"	EA	1,000.00	5.00	4.0000	4.0000	0.0000	4,000.00	4,000.00	0.00
0025	SERVICE SADDLE & VALVE ASSY, 2"	EA	1,420.00	6.00	6.0000	6.0000	0.0000	8,520.00	8,520.00	0.00
0026	WATER SERVICE, 3/4"	LF	133.50	20.00	90.0000	90.0000	0.0000	12,015.00	12,015.00	0.00
0027	WATER SERVICE, 1"	LF	267.00	10.00	60.0000	60.0000	0.0000	16,020.00	16,020.00	0.00
0028	WATER SERVICE, 2"	LF	101.00	60.00	90.0000	90.0000	0.0000	9,090.00	9,090.00	0.00
0029	WATER FIRE SERVICE, 6"	EA	3,150.00	2.00	2.0000	2.0000	0.0000	6,300.00	6,300.00	0.00
0030	TEMPORARY PAVEMENT PATCH	SY	11.40	1,520.00	471.1000	471.1000	0.0000	5,370.54	5,370.54	0.00
0031	CRUSHED SURFACE TOP COURSE	TN	50.00	330.00	363.8300	363.8300	0.0000	18,191.50	18,191.50	0.00
0032	CEMENT CONC PVMT BASE TYPE 3 (HES)	SY	135.50	110.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0033	HMA, CL 1/2" PG 64-22 PERM TRENCH PATCH	TN	178.75	720.00	992.0800	992.0800	0.0000	177,334.30	177,334.30	0.00
0034	CEMENT CONCRETE SIDEWALK RESTORATION	SY	133.00	80.00	105.5300	105.5300	0.0000	14,035.49	14,035.49	0.00
0035	CEMENT CONCRETE CURB & GUTTER, TYPE 1	LF	102.00	140.00	77.5000	77.5000	0.0000	7,905.00	7,905.00	0.00
0036	PERM PAVEMENT MARKING	LS	7,820.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0037	PORTABLE CHANGEABLE MESSAGE SIGNS	HR	12.80	900.00	1,716.0000	1,716.0000	0.0000	21,964.80	21,964.80	0.00
0038	VEHICLE LOOP DETECTORS	LF	38.00	720.00	1,086.6600	1,086.6600	0.0000	41,293.08	41,293.08	0.00
0101	FULL LANE GRIND	LS	26,740.00	1.00	1.0000	1.0000	0.0000	26,740.00	26,740.00	0.00
0102	ADJUST VALVE BOXES	EA	1,230.00	20.00	20.0000	20.0000	0.0000	24,600.00	24,600.00	0.00
0103	ADJUST CB'S	EA	1,695.00	5.00	5.0000	5.0000	0.0000	8,475.00	8,475.00	0.00
0104	NIGHT WORK DIRECT COSTS	LS	200,000.00	1.00	1.0000	0.0000	1.0000	200,000.00	0.00	200,000.00
1500	EARTHQUAKE RESISTANT PIPE 12" MOH	LF	122.43	2,540.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
1600	GATE VALVE, 6" MOH	EA	489.00	2.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
1700	GATE VALVE, 8" MOH	EA	869.67	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
1800	GATE VALVE, 12" MOH	EA	1,428.81	11.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 5/4/2020
Time: 11:30 AM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3612A
Estimate #9

Cutoff Date: 4/24/2020

Project: 357
WATER MAIN REPLACEMENT "Q"
EVERGREEN WAY - REBID
WO 3612A BID: $1,486,948.00
TOTAL BID: $1,857,158.28

Contractor: SRV Construction, Inc
PO Box 507
Anacortes, WA 98221

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
1900	FIRE HYDRANT ASSY MOH	EA	788.50	5.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2000	ASSIST COE, CONNECT 8" MOH	EA	204.07	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2300	CORPORATION STOP W/ SERVICE SADDLE, 3/4" MOH	EA	61.11	6.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2400	CORPORATION STOP/ SERVICE SADDLE, 1" MOH	EA	110.45	5.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2500	SERVICE SADDLE & VALVE ASSY, 2" MOH	EA	478.84	6.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2600	WATER SERVICE, 3/4" MOH	LF	20.66	20.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2700	WATER SERVICE 1" MOH	LF	44.88	10.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
2800	WATER SERVICE 2" MOH	LF	18.39	60.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
							Work Order Totals:	1,656,776.65	1,450,776.65	206,000.00

Run Date: 5/4/2020
Time: 11:30 AM
Project: 357

WATER MAIN REPLACEMENT "Q"
EVERGREEN WAY - REBID
WO 3612B BID: $45,325.00
TOTAL BID: $1,857,158.28

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3612B
Estimate #9

FINAL

Cutoff Date: 4/24/2020

Contractor: SRV Construction, Inc
PO Box 507
Anacortes, WA 98221

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$39,324.00	$39,324.00	$0.00
Retained Amounts	$1,966.20	$1,966.20	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$37,357.80	$37,357.80	
Amount to be Paid This Estimate			$0.00

Checked By Mike Kiawers — **Date** 5/4/2020
Recommended By Paul Fuchs — **Date** 5-4-2020
Public Works Director — **Date** 5-3-2020

Work Order Number: 3612B

Run Date: 5/4/2020
Time: 11:30 AM

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3612B
Estimate #9

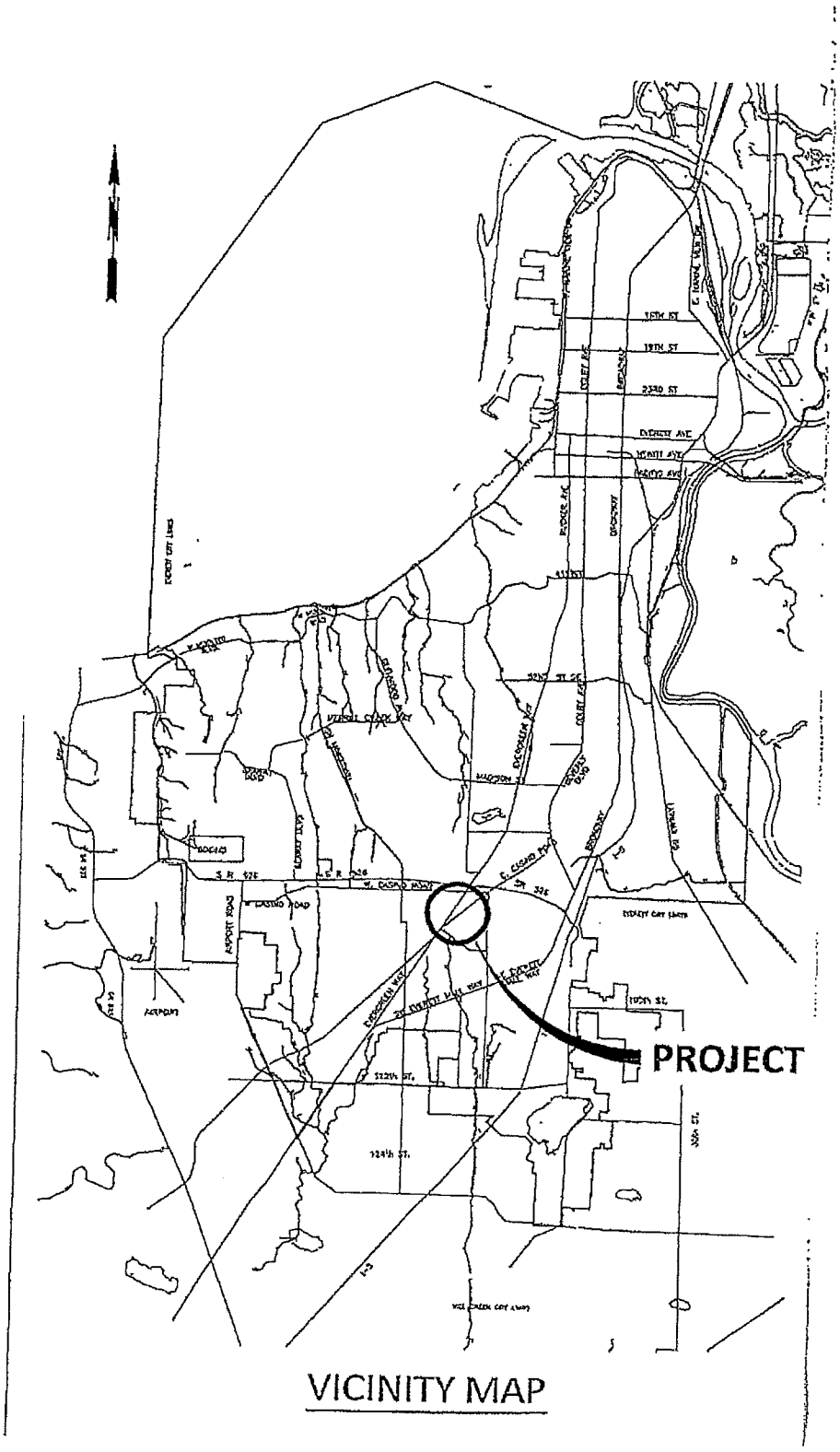
Cutoff Date: 4/24/2020

Project: 357
WATER MAIN REPLACEMENT "Q"
EVERGREEN WAY - REBID
WO 3612B BID: $45,325.00
TOTAL BID: $1,857,158.28

Contractor: SRV Construction, Inc
PO Box 507
Anacortes, WA 98221

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0039	STORM DRAIN STRUCT REMOVAL/PIPE REPLACE	EA	2,250.00	5.00	4.0000	4.0000	0.0000	9,000.00	9,000.00	0.00
0040	STORM DRAIN STRUCT REMOVAL/TEE REPLACE	EA	3,300.00	4.00	6.0000	6.0000	0.0000	19,800.00	19,800.00	0.00
0041	CATCH BASIN, TYPE 1	EA	1,995.00	1.00	1.0000	1.0000	0.0000	1,995.00	1,995.00	0.00
0042	SAWCUT ACP, FINAL JOINT CUT UP TO 6"	LF	8.50	120.00	230.0000	230.0000	0.0000	1,955.00	1,955.00	0.00
0043	SAWCUT ACP, FINAL JOINT CUT ADD 1"	LF	1.50	120.00	920.0000	920.0000	0.0000	1,380.00	1,380.00	0.00
0044	SAWCUT CONC CURB & GUT & SIDEWALK, FINAL	LF	69.00	20.00	1.0000	1.0000	0.0000	69.00	69.00	0.00
0045	TEMPORARY PAVEMENT PATCH	SY	23.00	50.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0046	HMA, CL 1/2" PG 64-22 PERM TRENCH PATCH	TN	335.00	30.00	13.0000	13.0000	0.0000	4,355.00	4,355.00	0.00
0047	CEMENT CONCRETE SIDEWALK RESTORATION	SY	145.00	20.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0048	CEMENT CONCRETE CURB & GUTTER, TYPE 1	LF	110.00	20.00	7.0000	7.0000	0.0000	770.00	770.00	0.00
							Work Order Totals:	39,324.00	39,324.00	0.00

Water Main Replacement Q Evergreen Rebid



VICINITY MAP

EVERETT

Project title: An Ordinance Establishing Regulations for Flood Damage Prevention, Repealing Ordinance 3759-20; Repealing Ordinance Repealing Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030); Repealing Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30); Amending Related Sections of Ordinance No. 1671-89, as amended.

Council Bill # *interoffice use*
CB 2007-42

Agenda dates requested:
Dates requested for council action

Briefing July 29, 2020
Proposed action
Consent
Action August 12, 2020
Ordinance
Public hearing
X YES NO

Budget amendment:
No

PowerPoint presentation:
X YES NO

Attachments:
Ordinance

Department(s) involved:
Planning

Contact person:
Steve Ingalsbe

Phone number:
425 257-7135

Email:
singalsbe@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Flood Damage Prevention Ordinance

Partner/Supplier : N/A

Location: City-wide

Preceding action: None

Fund: N/A

over Sheet

Fiscal summary statement: N/A

Project summary statement:

The City of Everett has several areas within the City that are subject to periodic flooding or have the potential to experience damages from flood waters during storm events. The City of Everett participates in the National Flood Insurance Program (NFIP) so properties in Everett remain eligible for flood insurance.

The Federal Emergency Management Agency (FEMA) periodically updates the Flood Insurance Study for Snohomish County, to provide more accurate information concerning flood risks and impact, including properties located in Everett. FEMA has adopted new Flood Insurance Rate Maps that change the areas in Everett that are expected to be vulnerable to damages from flood events.

FEMA has established a deadline of June 19, 2020, for local jurisdictions to adopt revised flood damage prevention regulations. The City's current interim flood hazard regulations became effective on June 12, 2020 consistent with FEMA's recommended regulations

A public hearing on this Ordinance with the Planning Commission was held on June 16, 2020. This hearing was held within sixty (60) days of the adoption of the Interim Ordinance to hear and consider public comment as required by RCW 36.70A.390. There was no public input. The attached Ordinance replaces the interim Flood Damage Prevention regulations with no changes except for a numbering error.

Recommendation (exact action requested of Council):
Adopt Ordinance establishing Regulations for Flood Damage Prevention, Repealing Ordinance 3759-20; Repealing Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030); Repealing Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30); Amending Related Sections of Ordinance No. 1671-89, as amended.

ORDINANCE NO. ____

AN ORDINANCE ESTABLISHING REGULATIONS FOR FLOOD DAMAGE PREVENTION, REPLACING THE RECENTLY ADOPTED ORDINANCE 3759-20, INTERIM REGULATION FOR FLOOD DAMAGE PREVENTION.

WHEREAS, the City Council finds the following:

1. The City of Everett has several areas within the City that are subject to periodic flooding or have the potential to experience damages from flood waters during storm events.
2. The City of Everett participates in the National Flood Insurance Program (NFIP) so properties in Everett remain eligible for flood insurance.
3. The Federal Emergency Management Agency (FEMA) periodically updates Flood Insurance Study for Snohomish County, to provide more accurate information concerning flood risks and impact, including properties located in Everett.
4. FEMA has established a deadline of June 19, 2020, for local jurisdictions to adopt revised flood damage prevention regulations to minimize the potential for damages from flood events.
5. The City's current interim flood hazard regulations became effective on June 12, 2020.
6. A public hearing with the Planning Commission was held on June 16, 2020 on this Ordinance. This hearing was held within sixty (60) days of the adoption of the Interim Ordinance to hear and consider public comment as required by RCW 36.70A.390.
7. The Interim Ordinance automatically expires after a period of six months, unless extended as provided by statute or otherwise superseded by action of Council, whichever occurs first under the authority of RCW 36.70A.390.
8. FEMA has adopted new Flood Insurance Rate Maps that change the areas in Everett that are expected to be vulnerable to damages from flood events.
9. A new set of Flood Damage Prevention regulations have been proposed by FEMA for local jurisdictions to use to implement the requirements of the NFIP.

10. The City Council finds that it is in the public interest to adopt this Ordinance and that such Ordinance is necessary for the immediate protection of the public health, safety, property, or peace.

NOW, THEREFORE, THE CITY OF EVERETT ORDAINS THE FOLLOWING:

Section 1. FINDINGS OF FACT. The Recitals set forth above are adopted as the Findings of Fact required pursuant to RCW 36.70A.390.

Section 2. REPEALER. Ordinance No. 3759-20, (Interim Flood Damage Prevention Regulations) is hereby repealed.

Section 3. REPEALER. Section 3 of Ordinance No. 1847-92, as amended (EMC 19.04.030, Floodplain Overlay Zone Definitions), is hereby repealed.

Section 4. REPEALER. Section 30 of Ordinance No. 1671-89, as amended (EMC Chapter 19.30 Floodplain Overlay Districts and Regulations), is hereby repealed.

Section 5. Subsection 040 of Section 1 of Ordinance No. 1671-89, as amended (EMC 19.01.040), which reads as follows:

Establishment of overlay zones.

In certain instances, special circumstances warrant the application of special regulations or administrative processes to specific areas. In order to apply these special regulations or administrative processes, the following overlay zones are established:

FWD	floodway district
UFFD	urban flood fringe district
RFFD	rural flood fringe district
PRD	planned residential development
H	historic
D	design compatibility
CO	clinic and office
PD	planned development
MHP	mobilehome park

AC	airport compatibility
CRA	core residential area

Is hereby amended to read as follows:

Establishment of overlay zones.

In certain instances, special circumstances warrant the application of special regulations or administrative processes to specific areas. In order to apply these special regulations or administrative processes, the following overlay zones are established:

~~FWD~~	~~floodway district~~
~~UFFD~~	~~urban flood fringe district~~
~~RFFD~~	~~rural flood fringe district~~
PRD	planned residential development
H	historic
D	design compatibility
CO	clinic and office
PD	planned development
MHP	mobilehome park
AC	airport compatibility
CRA	core residential area

Section 6. Subsection 050.F of Section 1 of Ordinance No. 1671-89, as amended (EMC 19.01.050.F), which reads as follows:

F. Overlay Zones.

1. Floodplain Overlay Zones. The purpose of the floodplain overlay zones is to protect the public health, safety and welfare in areas subject to periodic inundation due to flooding, recognizing the fact that the Snohomish River periodically carries more than the normal flow of water and recognizing a desire to minimize loss of life and property. These regulations control the uses and regulate structures consistent with the degree of flood hazard. In advancing the general purposes of the zoning ordinance and the Everett general plan, the specific intent of the floodplain overlay zones is:

a. To restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities;

b. To require that uses vulnerable to floods, including public facilities which serve such uses, shall be protected against flood damage at the time of initial construction;

c. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;

d. To ensure that potential buyers are notified that property is in an area of special flood hazard;

e. To meet the minimum requirements of the National Flood Insurance Program, thus qualifying residents of the city to participate in the Federal Flood Insurance Program.

Is hereby repealed.

Section 7. Subsection 030.C of Section 3 of Ordinance No. 1671-89, as amended (EMC 19.03.030.C), which reads as follows:

C. Overlay Zone. Some properties are also located in an area in which an overlay zone exists, which will be indicated on the zone map with one of the symbols shown below, attached as a suffix to the use zone. An overlay zone is a secondary zone which applies additional regulations or special review procedures, and which cannot be established without being attached to one of the use zones. The following zones are overlay zones:

C-O	(clinic-office)
D	(design)
H	(historic)
PD	(planned development)
PRD	(planned residential development)
FWD	(floodway district)
UFFD	(urban flood fringe district)
RFFD	(rural flood fringe district)
I	(institutional)
AC	(airport compatibility)

CRA	(core residential area)

If the property you are interested in is included within one of the above-listed overlay zones, you should read the corresponding section in this title which pertains to that overlay zone.

Is hereby amended to read as follows:

C. Overlay Zone. Some properties are also located in an area in which an overlay zone exists, which will be indicated on the zone map with one of the symbols shown below, attached as a suffix to the use zone. An overlay zone is a secondary zone which applies additional regulations or special review procedures, and which cannot be established without being attached to one of the use zones. The following zones are overlay zones:

C-O	(clinic-office)
D	(design)
H	(historic)
PD	(planned development)
PRD	(planned residential development)
~~FWD~~	~~(floodway district)~~
~~UFFD~~	~~(urban flood fringe district)~~
~~RFFD~~	~~(rural flood fringe district)~~
I	(institutional)
AC	(airport compatibility)
CRA	(core residential area)

If the property you are interested in is included within one of the above-listed overlay zones, you should read the corresponding section in this title which pertains to that overlay zone.

Section 8. Subsection 090 of Section 6 of Ordinance No. 1671-89, as amended (EMC 10.06.090), which reads as follows:

Overlay zones.

In addition to the use zones listed in the use tables of Chapter 19.05, there may be overlay zones affecting a particular property which contain specific regulations which are not listed in the use tables of Chapter 19.05 or in the development standards table of this chapter. To determine if

overlay zone regulations affect your property, check a current copy of the Everett Zoning Map to see if the zoning symbol for the area on the map in which your property is located includes one of the following suffixes:

"C-O"—Clinic-Office Overlay Zone, see Chapter 19.16.

"PD"—Planned Development Overlay Zone, see Chapter 19.29.

"RFD," "RFFD," "UFFD,"—Floodplain Overlay Districts, see Chapter 19.30.

"D"—Design Overlay Zone, see Chapter 19.31.

"PRD"—Planned Residential Overlay Zone, see Chapter 19.32.

"H"—Historic Overlay Zone, see Chapter 19.33.

"I"—Institutional Overlay Zone, see Chapter 19.33B.

"AC"—Airport Compatibility, see Chapter 19.17.

"CR"—Core Residential Area Overlay Zone, see Chapter 19.20.

If your property is in an overlay zone, refer to the applicable chapter listed above to see what additional regulations may apply to the property.

Is hereby amended to read as follows:

Overlay zones.

In addition to the use zones listed in the use tables of Chapter 19.05, there may be overlay zones affecting a particular property which contain specific regulations which are not listed in the use tables of Chapter 19.05 or in the development standards table of this chapter. To determine if overlay zone regulations affect your property, check a current copy of the Everett Zoning Map to see if the zoning symbol for the area on the map in which your property is located includes one of the following suffixes:

"C-O"—Clinic-Office Overlay Zone, see Chapter 19.16.

"PD"—Planned Development Overlay Zone, see Chapter 19.29.

~~"RFD," "RFFD," "UFFD," Floodplain Overlay Districts, see Chapter 19.30.~~

"D"—Design Overlay Zone, see Chapter 19.31.

"PRD"—Planned Residential Overlay Zone, see Chapter 19.32.

"H"—Historic Overlay Zone, see Chapter 19.33.

"I"—Institutional Overlay Zone, see Chapter 19.33B.

"AC"—Airport Compatibility, see Chapter 19.17.

"CR"—Core Residential Area Overlay Zone, see Chapter 19.20.

If your property is in an overlay zone, refer to the applicable chapter listed above to see what additional regulations may apply to the property.

Section 9. REGULATIONS. Exhibit A, attached hereto and incorporated as if fully set forth herein, is adopted as a regulation entitled "Flood Damage Prevention."

Section 10. EFFECTIVE DATE. This Ordinance, passed by at least a majority plus one of the whole membership of the City Council as an ordinance necessary for the immediate preservation of the public peace, health, property, or safety and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its adoption as provided in RCW 35.63.200.

Section 11. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 12. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

_____

Cassie Franklin, Mayor

ATTEST:

_____

Sharon Fuller, City Clerk

PASSED:_____

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EXHIBIT "A"

Interim Chapter 19.30 Flood Damage Prevention

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19.30.010 User guide and purpose.

The Legislature of the State of Washington has delegated the responsibility to local communities to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry.

The flood hazard areas of Everett are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

These flood losses may be caused by the cumulative effect of obstructions in areas of special flood hazards that increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

It is the purpose of this chapter to promote the public health, safety, and general welfare; reduce the annual cost of flood insurance; and minimize public and private losses due to flood conditions in specific areas by provisions designed to protect human life and health; minimize expenditure of public money for costly flood control projects; minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; minimize prolonged business interruptions; minimize damage to public facilities and utilities, such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in flood hazard areas; help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding; notify potential buyers that the property is in a Special Flood Hazard

Area; notify those who occupy flood hazard areas that they assume responsibility for their actions; and participate in and maintain eligibility for flood insurance and disaster relief.

19.30.020 Lands to which this chapter applies.

This chapter shall apply to all special flood hazard areas within the boundaries of Everett.

19.30.030 Basis for establishing the areas of Special Flood Hazard

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Snohomish County, Washington and incorporated areas" dated June 19, 2020, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs) dated June 19, 2020, and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The FIS and the FIRM are on file at 2930 Wetmore Avenue, Everett, WA 98201.

The best available information for flood hazard area identification as outlined in Section 19.30.080.C.2. shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 19.30.080.C.2.

19.30.040 Compliance

All development within special flood hazard areas is subject to the terms of this chapter and other applicable regulations. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Enforcement of the provisions of this chapter shall be performed in accordance with the procedures established in Chapter 1.20.

19.30.050 Abrogation and greater restrictions

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

19.30.060 Warning and Disclaimer of Liability

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of Everett, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

19.30.080 Administration

A. Establishment of Development Permit.

1. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 19.30.030. The permit shall be for all structures including manufactured homes, as set forth in Section 19.04.400, "Definitions," and for all development including fill and other activities, also as set forth in Section 19.30.400, "Flood Definitions."
2. Application for Development Permit. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

a) Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate with Section B completed by the Floodplain Administrator.
b) Elevation in relation to mean sea level to which any structure has been floodproofed;
c) Where a structure is to be floodproofed, certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet floodproofing criteria in Section 19.30.090.B.2;
d) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development;
e) Where a structure is proposed in a VE zone, a V-zone design certificate;
f) Where development is proposed in a floodway, an engineering analysis indication no rise of the Base Flood Elevation, and
g) Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.

B. Designation of the Floodplain Administrator.

The planning director is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions. The planning director may delegate authority to implement these provisions.

C. Duties & Responsibilities of the Floodplain Administrator

1. Duties of the Floodplain Administrator shall include, but not be limited to the review of all development permits to determine that:
   a) the permit requirements of this chapter have been satisfied;
   b) all other required state and federal permits have been obtained;
   c) the site is reasonably safe from flooding;
   d) the proposed development is not located in the floodway. If located in the floodway, assure the encroachment provisions of Section 19.30.090.D.1 (no rise standard) are met;
   e) Notify FEMA when annexations occur in the Special Flood Hazard Area.
2. Use of Other Base Flood Data (In A and V Zones). When base flood elevation data has not been provided (in A or V zones) in accordance with Section 19.30.030, Basis For Establishing The Areas Of Special Flood Hazard, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer Sections 19.30.090.B, SPECIFIC STANDARDS, and 19.30.090.D, FLOODWAYS.
3. Information to be Obtained and Maintained
   a) Where base flood elevation data is provided through the FIS, FIRM, or required as in Section 19.30.080.C.2 above, obtain and maintain a record of the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
   b) Obtain and maintain documentation of the elevation of the bottom of the lowest horizontal structural member in V or VE zones.
   c) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 19.30.080.C.2 above.
      i. Obtain and maintain a record of the elevation (in relation to mean sea level) to which the structure was floodproofed.
      ii. Maintain the floodproofing certifications required in Section 19.30.080.A.2.c above.
   d) Certification required by Section 19.30.090.D.1 (no rise standard).
   e) Records of all variance actions, including justification for their issuance.
   f) Improvement and damage calculations.
   g) Maintain for public inspection all records pertaining to the provisions of this chapter.
4. Alteration of Watercourse. Whenever a watercourse is to be altered or relocated:

a) Notify adjacent communities and the Department of Ecology prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administrator through appropriate notification means,

b) Assure that the flood carrying capacity of the altered or relocated portion of said watercourse is maintained.

5. Review of Building Permits. Where elevation data is not available either through the FIS, FIRM, or from another authoritative source (EMC 19.30.080.C.3), applications for floodplain development shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available.

6. Changes to Special Flood Hazard Area

a) If a project will alter the BFE or boundaries of the SFHA, then the project proponent shall provide the community with engineering documentation and analysis regarding the proposed change. If the change to the BFE or boundaries of the SFHA would normally require a Letter of Map Change, then the project proponent shall initiate, and receive approval of, a Conditional Letter of Map Revision (CLOMR) prior to approval of the development permit. The project shall be constructed in a manner consistent with the approved CLOMR.

b) If a CLOMR application is made, then the project proponent shall also supply the full CLOMR documentation package to the Floodplain Administrator to be attached to the floodplain development permit, including all required property owner notifications.

D. Enforcement

The provisions of this chapter shall be enforced pursuant to EMC 19.41.030 and Chapter 1.20 of the Everett Municipal Code.

19.30.090 Provisions for Flood Hazard Reduction

A. General Standards.

In all areas of special flood hazards, the following standards are required:

1. Anchoring

a) All new construction and substantial improvements, including those related to manufactured homes, shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

b) All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. For more detailed information, refer to guidebook, FEMA-85, "Manufactured Home Installation in Flood Hazard Areas."

2. Construction Materials and Methods

a) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

b) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

c) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. Utilities

a) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;

b) Water wells shall be located on high ground that is not in the floodway;

c) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

d) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding, and in accordance with requirements of the Snohomish Health District.

4. Subdivision Proposals and Development. All subdivisions, as well as new development shall:

a) Be consistent with the need to minimize flood damage;

b) Have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;

c) Have adequate drainage provided to reduce exposure to flood damage.

d) Where subdivision proposals and other proposed developments contain greater than 50 lots or 5 acres (whichever is the lesser) base flood elevation data shall be included as part of the application.

B. Specific Standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 19.30.030, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, or Section 19.30.080.C.2, USE OF OTHER BASE FLOOD DATA. The following provisions are required:

1. Residential Construction.

a) In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained, new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE. Mechanical equipment and utilities shall be waterproof or elevated least one foot above the BFE.

b) New construction and substantial improvement of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

c) New construction and substantial improvement of any residential structure in a V, V1-30, or VE zone shall meet the requirements in 19.30.300.

d) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs must meet or exceed the following minimum criteria:

i. Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.

ii. The bottom of all openings shall be no higher than one foot above grade.

iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

iv. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

2. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of subsection a or b, below.

a) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

i. In AE and A1-30 zones or other A zoned areas where the BFE has been determined or can be reasonably obtained: New construction and substantial improvement of any commercial, industrial, or other nonresidential structure shall have the lowest floor, including basement, elevated one foot or more above the BFE, or elevated as required by ASCE 24, whichever is

greater. Mechanical equipment and utilities shall be waterproofed or elevated least one foot above the BFE, or as required by ASCE 24, whichever is greater.

ii. If located in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.

iii. If located in a V, V1-30, or VE zone, the structure shall meet the requirements in 19.30.300.

iv. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

(A) Have a minimum of two openings with a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.

(B) The bottom of all openings shall be no higher than one foot above grade.

(C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

(D) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

b) If the requirements of subsection B.2.a. above are not met, then new construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet all of the following requirements:

i. Be dry floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water or dry floodproofed to the elevation required by ASCE 24, whichever is greater;

ii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

iii. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 19.30.080.C.3.b;

iv. Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in Section 19.090.B.1.e;

3. Manufactured Homes. All manufactured homes to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

4. Recreational Vehicles. Recreational vehicles placed on sites are required to:

a) Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; and

b) Comply with Title 17.

5. Enclosed Area Below the Lowest Floor. If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access, or storage.

6. Appurtenant Structures (Detached Garages & Small Storage Structures). For A Zones (A, AE, A1-30, AH, AO):

a) Appurtenant structures used solely for parking of vehicles or limited storage may be constructed such that the floor is below the BFE, provided the structure is designed and constructed in accordance with the following requirements:
   i. Use of the appurtenant structure must be limited to parking of vehicles or limited storage;
   ii. The portions of the appurtenant structure located below the BFE must be built using flood resistant materials;
   iii. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement;
   iv. Any machinery or equipment servicing the appurtenant structure must be elevated or floodproofed to or above the BFE;
   v. The appurtenant structure must comply with floodway encroachment provisions in Section 19.30.090.D.1 (no rise standard);
   vi. The appurtenant structure must be designed to allow for the automatic entry and exit of flood waters in accordance with Section 19.30.090.B.1.e.
   vii. The structure shall have low damage potential,
   viii. If the structure is converted to another use, it must be brought into full compliance with the standards governing such use, and
   ix. The structure shall not be used for human habitation.

7. Detached garages, storage structures, and other appurtenant structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 19.30.090.B.1.
8. Upon completion of the structure, certification that the requirements of this section have been satisfied shall be provided to the Floodplain Administrator for verification.

C. AE and A1-30 Zones with Base Flood Elevations but No Floodways.

In areas with BFEs (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

D. Floodways.

Located within areas of special flood hazard established in Section 19.30.030 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

1. No Rise Standard. Prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.
2. Residential Construction in Floodways. Construction or reconstruction of residential structures is prohibited within designated floodways, except for repairs, reconstruction, or improvements to a structure that do not increase the ground floor area; and repairs, reconstruction, or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, before the repair or reconstruction is started, or if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.
3. Substantially Damaged Residences in Floodway.

a) For all substantially damaged residential structures, other than farmhouses, located in a designated floodway, the Floodplain Administrator may make a written request that the Department of Ecology assess the risk of harm to life and property posed by the specific conditions of the floodway. Based on analysis of depth, velocity, flood-related erosion, channel migration, debris load potential, and flood warning capability, the Department of Ecology may exercise best professional judgment in recommending to the local permitting authority repair, replacement, or relocation of a substantially damaged structure consistent with WAC 173-158-076. The property owner shall be responsible for submitting to the local government and the Department of Ecology any information necessary to complete the assessment. Without a favorable recommendation from the department for the repair or replacement of a substantially damaged residential structure located in the regulatory floodway, no repair or replacement is allowed per WAC 173-158-070(1).

b) Before the repair, replacement, or reconstruction is started, all requirements of the NFIP, the state requirements adopted pursuant to 86.16 RCW, and all applicable local regulations must be satisfied. In addition, the following conditions must be met:

   i. There is no potential safe building location for the replacement residential structure on the same property outside the regulatory floodway.

   ii. A replacement residential structure is a residential structure built as a substitute for a legally existing residential structure of equivalent use and size.

   iii. Repairs, reconstruction, or replacement of a residential structure shall not increase the total square footage of floodway encroachment.

   iv. The elevation of the lowest floor of the substantially damaged or replacement residential structure is a minimum of one foot higher than the BFE.

   v. New and replacement water supply systems are designed to eliminate or minimize infiltration of flood water into the system.

   vi. New and replacement sanitary sewerage systems are designed and located to eliminate or minimize infiltration of flood water into the system and discharge from the system into the flood waters.

   vii. All other utilities and connections to public utilities are designed, constructed, and located to eliminate or minimize flood damage.

4. <u>All Other Building Standards Apply in the Floodway</u>. If Section 19.30.090.D.1 (no rise standard) is satisfied or construction is allowed pursuant to Section 19.30.090.D.2, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 19.30.090, Provisions For Flood Hazard Reduction.

5. <u>Critical Facility</u>. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the BFE shall be provided to all critical facilities to the extent possible.

6. <u>Livestock Sanctuaries</u>. Elevated areas for the for the purpose of creating a flood sanctuary for livestock are allowed on farm units where livestock is allowed. Livestock flood sanctuaries shall be sized appropriately for the expected number of livestock and be elevated at least one foot above the BFE to protect livestock. Proposals for livestock flood sanctuaries shall meet all procedural and substantive requirements of this chapter.

19.30.100 Variances

The variance criteria set forth in this section of the chapter are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the city of Everett to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below the Base Flood Elevation are so serious that variances from the flood elevation or from other requirements in this chapter are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

A. Requirements for Variances

1. Variances shall only be issued:
   a) Upon a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
2. For the repair, rehabilitation, or restoration of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure;
3. Upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
4. Upon a showing of good and sufficient cause;
5. Upon a determination that failure to grant the variance would result in exceptional hardship to the applicant;
6. Upon a showing that the use cannot perform its intended purpose unless it is located or carried out in close proximity to water. This includes only facilities defined in Section 19.04.400 in the definition of "Functionally Dependent Use."
7. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
8. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the BFE, provided the procedures of Sections 19.30.080 and 19.30.090 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variance Criteria

In considering variance applications, the city of Everett shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage;

7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in time of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and,
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, water system, and streets and bridges.

C. Additional Requirements for the Issuance of a Variance

1. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
   a) The issuance of a variance to construct a structure below the BFE will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and
2. Such construction below the BFE increases risks to life and property.
3. The Floodplain Administrator shall maintain a record of all variance actions, including justification for their issuance.
4. The Hearing Examiner shall condition the variance as needed to ensure that the requirements and criteria of this chapter are met.
5. Variance applications shall be reviewed and processed as specified in Title 15, Local Project Review Procedures.

19.30.300 Standards for Coastal High Hazard Areas (V Zones)

Located within areas of special flood hazard established in Section 19.30.030 are Coastal High Hazard Areas, designated as zones V1-30, VE, and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this chapter, the following provisions shall also apply:

A. All new construction and substantial improvements in zones V1-30 and VE (V if base flood elevation data is available) on the community's FIRM shall be elevated on pilings and columns so that:
   1. Elevation:
      a) Residential Buildings. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level.
      b) Nonresidential buildings. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level or meets the elevation requirements of ASCE 24, whichever is higher; and
   2. The pile or column foundation and structure attached thereto is anchored to resist floatation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this subsection.

B. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in zones V1-30, VE, and V on the community's FIRM and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.

C. All new construction within zones V1-30, VE, and V on the community's FIRM shall be located landward of the reach of mean high tide.

D. Provide that all new construction and substantial improvements within zones V1-30, VE, and V on the community's FIRM have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the design proposed meets the following conditions:
   1. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
   2. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). If breakaway walls are utilized, such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

E. Prohibit the use of fill for structural support of buildings within zones V1-30, VE, and V on the community's FIRM.

F. Prohibit man-made alteration of sand dunes within zones V1-30, VE, and V on the community's FIRM which would increase potential flood damage.

G. All manufactured homes to be placed or substantially improved within zones V1-30, V, and VE on the community's FIRM on sites:
   1. Outside of a manufactured home park or subdivision,
   2. In a new manufactured home park or subdivision,
   3. In an expansion to an existing manufactured home park or subdivision, or
   4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood; shall meet the standards of paragraphs A through F of this section and manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1-30, V, and VE on the FIRM shall meet the requirements of Section 19.30.090.B.3.

H. Recreational vehicles placed on sites within V or VE zones on the community's FIRM shall:
   1. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; and
   2. Comply with EMC Title 17.

19.30.310 Density Fringe Area

A. EMC 19.30.310 through 19.30.380 provide specific criteria to be used in regulating development in areas of high flood damage potential where conventional floodway areas cannot be established. In order to foster the continued agricultural use of prime farmlands in these flood plain areas, and maintain an acceptable level of flood hazard protection, the development criteria outlined by this chapter shall apply to all development in the density fringe area. The development criteria contained in EMC 19.30.320 and 19.30.330 shall be utilized to prevent a cumulative increase in the base flood elevation of more than one foot.

B. The density fringe area shall consist of the areas designated on the Flood Insurance Study (FIS) for Snohomish County and Incorporated Areas, and the Flood Insurance Rate Maps (FIRMS) dated June 19, 2020, and as amended in paper or digital format.

19.30.320 Density fringe area: maximum allowable density.

The land area occupied by any use or development permitted by this chapter that will displace floodwaters shall not exceed two percent of the land area of that portion of the lot located in the density fringe area. The limitations of this section shall not apply to those uses listed in EMC 19.30.340.

19.30.330 Density fringe area: maximum allowable obstruction.

The maximum width (sum of widths) of all new construction, substantial improvements or other development shall not exceed 15 percent of the length of a line drawn perpendicular to the known floodwater flow direction at the point where the development(s) is located. The length of said line shall not extend beyond the property boundary or the edge of the density fringe area, whichever is less. The limitations of this section shall not apply to those uses listed in EMC 19.30.340.

19.30.340 Density fringe area: exceptions to maximum allowable density and obstruction limitations.

The following uses shall be exempt from the maximum allowable density and obstruction limitations of EMC 19.30.320 and 19.30.330:

A. Water-dependent utilities;
B. Dikes;
C. Utility facilities; and
D. Public works, when the project proponent demonstrates that the floodwater displacement effects of the proposal when considered together with the maximum potential floodwater displacement allowed by EMC 19.30.320 and 19.30.330 shall not cause a cumulative increase in the base flood elevation of more than one foot. Floodwater displacement information shall be obtained and certified by a professional engineer.

19.30.350 Density fringe area: recording required when density and obstruction allowances are increased.

When the density and/or the allowable obstruction area in a density fringe designation is increased pursuant to EMC 19.30.320 and 19.30.330, the property owner shall record with the Auditor's office a notice in a form approved by Planning and Development Services describing the related flood hazard permit number, subject property assessor number(s) and structures included in the density fringe area calculations.

19.30.360 Density fringe area: general provisions.

The following regulations shall apply to all development in the density fringe area:

A. Identified natural drainage channels that are secondary to the river channel(s) in discharging floodwaters downstream during flood periods shall be preserved or maintained as open space.
B. All structures and development shall be oriented parallel to known floodwater flow directions in order to minimize flow obstruction. Determination of such orientation shall be based upon topographical and historical flood data. When such information is not available, orientation shall be in an upstream-downstream direction, parallel with the adjacent river channel except that such orientation shall not be required for utility transmission lines permitted by EMC 19.30.370(G), and roads permitted by EMC 19.30.370(M).
C. All new construction and substantial improvements shall comply with the flood hazard protection standards of EMC 19.30.090.

19.30.370 Density fringe area: permitted uses.

The following uses are permitted in the density fringe area:

A. Agriculture, including:
    1. Accessory agricultural structures such as but not limited to barns, milking parlors, silos, manure tanks, and loafing sheds that provide direct support for primary agricultural activities including tilling of the soil, raising of crops, horticulture, viticulture, small livestock, poultry, pasturing, grazing, dairying and/or animal husbandry; and
    2. Livestock protection mounds, when the mounds do not consist of solid waste as defined by this title; and
    3. Manure pits and lagoons;

B. Forestry, including processing of forest products with portable equipment;
C. Preserves and reservations;
D. Parks and recreational activities;
E. Removal of rock, sand and gravel providing that the applicant can provide clear and convincing evidence that such a use will not divert flood flows causing channel shift or erosion, accelerate or amplify the flooding of downstream flood hazard areas, increase the flood threat to upstream flood hazard areas, or in any other way threaten public or private properties. When allowed, such removal shall comply with the provisions of the Everett shoreline management program;
F. Utility transmission lines;
G. Water-dependent utilities. Examples of such uses are dams for domestic/industrial water supply, flood control and/or hydroelectric production; water diversion structures and facilities for water supply, irrigation and/or fisheries enhancement; flood water and drainage pumping plants and facilities; hydroelectric generating facilities and appurtenant structures; and structural and non-structural flood damage reduction facilities, and stream bank stabilization structures and practices;
H. Improvements to existing residential structures that do not exceed the maximum allowable density and obstruction requirements of EMC 19.30.320 and 19.30.330;
I. Single family farmhouse structures including modular homes and mobile homes placed on permanent concrete foundations, if the following conditions are met:
    1. The structure is constructed to building code standards;
    2. The farmhouse is necessary to the operation of a commercial farm engaged in agriculture;
    3. A potential building site for the farmhouse on the same farm site is not available outside the density fringe area;
    4. Earth fill utilized for building foundation shall be emplaced and stabilized in a manner that will prevent erosion from flood water flow;
    5. New and replacement water supply systems are designed to eliminate or minimize infiltration of flood waters into the system;
    6. New and replacement sanitary sewerage systems are designed and located to eliminate or minimize infiltration of flood waters into the system and to eliminate or minimize discharge from the system into the flood waters;
    7. All other utilities and connections to public utilities are designed, constructed, and located to eliminate or minimize flood damage;
    8. An egress plan for vacating the structure during the base flood occurrence shall be provided;
J. Marinas;
K. Dikes, if the applicant can provide clear and convincing evidence that:
    1. Adverse effects upon adjacent properties will not result relative to increased floodwater depths and velocities during the base flood or other more frequent flood occurrences;
    2. Natural drainage ways are minimally affected in that their ability to adequately drain floodwaters after a flooding event is not impaired; and
    3. The proposal has been coordinated through the appropriate diking district where applicable, and that potential adverse effects upon other affected diking districts have been documented;
L. Utility facilities;
M. Public works, limited to:
    1. Roads,
    2. Bridges,
    3. Docks, and
    4. Port facilities; and
N. In urban growth areas only, sawmill storage yards when located adjacent to existing sawmill uses.

19.30.380 Density fringe area: prohibited uses.

The following uses shall be prohibited in the density fringe area:

A. Any structure, including mobile homes, designed for, or to be used for human habitation of a permanent nature (including temporary dwellings authorized by EMC 19.05, except as provided by EMC 19.30.370(H) and (I);
B. The construction or storage of any object subject to flotation or movement during flooding;
C. The filling of marshlands;
D. Solid waste landfills, dumps, junkyards, outdoor storage of vehicles and/or materials;
E. Damming or relocation on any watercourse that will result in any downstream increase in flood levels during the base flood;
F. Critical facilities;
G. The listing of prohibited uses in this section shall not be construed to alter the general rule of statutory construction that any use not permitted is prohibited

19.30.400 Definitions

The following definitions pertain to EMC Chapter 19.30, Flood Damage Prevention, as amended, and unless expressly provided otherwise, to all other provisions of this Title that are governed by Chapter 19.30.

A. "Alteration of watercourse" means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.
B. "Appeal" means a request for a review of the interpretation of any provision of this chapter or a request for a variance.
C. "Area of shallow flooding" means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. Also referred to as the sheet flow area.
D. "Area of special flood hazard" means the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR (V, VO, V1-30, VE). "Special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".
E. "ASCE 24" means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.
F. "Base flood" means the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood").
G. "Base Flood Elevation (BFE)" means the elevation to which floodwater is anticipated to rise during the base flood.
H. "Basement" means any area of the building having its floor sub-grade (below ground level) on all sides.
I. "Building" See "Structure."
J. "Building Code" means the currently effective versions of the International Building Code and the International Residential Code adopted by the State of Washington Building Code Council.
K. "Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
L. "Coastal High Hazard Area" means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as zone V1-30, VE or V.
M. "Critical Facility" means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency

response installations, waste water treatment facilities, and installations which produce, use, or store hazardous materials or hazardous waste.

N. "Density fringe area" means that portion of the special flood hazard area of the lower Snohomish River in which floodway areas cannot reasonably be established and in which development is regulated by maximum development density criteria.

O. "Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

P. "Elevation Certificate" means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

Q. "Elevated Building" means, for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

R. "Essential Facility" means the same as "Essential Facility" defined in ASCE 24. Table 1-1 in ASCE 24-14 further identifies building occupancies that are essential facilities.

S. "Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

T. "Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

U. "Farmhouse" means a single-family dwelling located on a farm site where resulting agricultural products are not produced for the primary consumption or use by the occupants and the farm owner.

V. "Flood" or "Flooding" means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
   a) The overflow of inland or tidal waters.
   b) The unusual and rapid accumulation or runoff of surface waters from any source.
   c) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph(1)(a) of this definition.

W. "Flood elevation study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a Flood Insurance Study (FIS).

X. "Flood Insurance Rate Map (FIRM)" means the official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Y. "Floodplain" or "flood-prone area" means any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Z. "Floodplain administrator" means the community official designated by title to administer and enforce the floodplain management regulations.

AA. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

BB. "Flood proofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.

CC. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

DD. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

EE. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

FF. "Historic structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on the Everett Register of Historic Places, provided that the city's historic preservation program continues to be certified either:
   a) By an approved state program as determined by the Secretary of the Interior; or
   b) Directly by the Secretary of the Interior in states without approved programs.

GG. "Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter (i.e. provided there are adequate flood ventilation openings).

HH. "Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

II. "Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

JJ. "Mean Sea Level" means, for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

KK. "New construction" means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

LL. "New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations adopted by the community.

MM. "One-hundred-year flood" or "100-year flood": See "Base flood."

NN. "Reasonably Safe from Flooding" means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable date known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two feet above the Highest Adjacent Grade.

OO. "Recreational vehicle" means a vehicle,

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

PP. "Start of construction" includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

QQ. "Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

RR. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SS. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct previously identified existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

TT. "Variance" means a grant of relief by a community from the terms of a floodplain management regulation.

UU. "Water surface elevation" means the height, in relation to the vertical datum utilized in the applicable flood insurance study of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

VV. "Water Dependent" means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

Title 19, Chapter 30
Regulations for Flood Damage Prevention

Steve Ingalsbe, Land Use Planning Manager
City Council Meeting, July 29, 2020

EVERETT
WASHINGTON

1

Chapter 30

- Regulates areas that are subject to periodic flooding

2

Background

- Entered the National Flood Insurance Program in the 1970s
- 52 policies
- 9 paid claims for a total of ~ $230,000

3

FEMA mandates

- FEMA has issued a new Flood Insurance Study with new flood hazard maps – Flood Insurance Rate Maps (FIRM) that became effective on June 19, 2020
- If regulations do not comply with the National Flood Insurance Program (NFIP) requirements, property owners will not be eligible for flood insurance

4

Interim Ordinance Chapter 30

- City Council recently adopted the Interim Flood Damage Prevention Ordinance on June 10, 2020
- This replaced Chapter 30 titled Floodplain Overlay Districts and Regulations established in 2005 that no longer complied with the requirements of FEMA's NFIP
- The interim Ordinance was accepted by FEMA

5

Planning Commission public hearing

- A public hearing with the Planning Commission was held on June 16, 2020
- This hearing was held within 60 days of the adoption of the interim Ordinance to hear and consider public comment as required by RCW 36.70A.390
- There were no comments from the public, the Port of Everett, Marshland Diking District, or other affected parties

6

EVERETT

Project title: **Communications Antenna Site Lease to RCA Telecom LLC at Rucker Hill**

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:
August 12, 2020

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

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Parks/Cultural Arts
Real Property

Contact person:
Darcie Byrd

Phone number:
425 257-7294

Email: dbyrd@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: **Communications Antenna Site Lease at Rucker Hill**

Partner/Supplier : **RCA Telecom LLC**

Location: **3702 Tulalip Avenue**

Preceding action:

Fund: **401 – Water/Sewer Utility Fund**

Fiscal summary statement:

The City of Everett owns and leases a communications tower at 3702 Tulalip Avenue (Rucker Hill) to Snohomish County Emergency Radio System (SERS), a Washington interlocal non-profit corporation. RCA Telelcom desires to enter into a lease agreement to collocate communications antennas and associated equipment at the site. The initial lease agreement is for a term of two years, with five one-year options to extend at a rate of $6,000 per month with an annual escalation of 5%.

Project summary statement:

The attached proposed lease agreement provides for the lease of antenna and equipment space for a term of two years with five one-year options to extend at the Rucker Hill site. RCA Telecom will collocate equipment on an existing antenna. RCA Telecom will work in coordination with City Staff and SERS to complete the antenna and equipment installation.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Communications Antenna Site Lease in the amount of $6,000/month to RCA Telecom LLC at Rucker Hill.

EVERETT
WASHINGTON

CITY OF EVERETT

COMMUNICATIONS ANTENNA SITE

LEASE

THIS LEASE made this ____ day of _____, 2020, by and between the CITY OF EVERETT, a municipal corporation of the State of Washington, hereinafter referred to as "Lessor", and RCA Telecom LLC, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of property used for municipal and utility purposes that includes communications antenna sites, located at 3702 Tulalip, Everett, WA 98201, known as **Rucker Hill Site**, as described in Exhibit "A", which shall hereinafter be referred to as the "Site"; and

WHEREAS, the Lessee desires to lease space at the Site for its antennas and associated equipment on the Site in accordance with the provisions contained herein;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **SITE:** Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor, space for three (3) RAD Centers for Radio Antenna, one (1) RAD Center for Non-Radio Transmitter Receiver and two (2) Telco Cabinets for Lessee equipment on the Site, as described in Exhibit "A" attached hereto and incorporated herein by reference. The exact placement of the equipment to be located on the Site shall be agreed to between the Lessor and Lessee.

2. **TERM:** The Initial Term of this Lease shall be for two (2) years commencing on September 1, 2020, and ending on August 31, 2022, unless otherwise terminated as provided below. As provided in Section 5, Lessee is entitled to extend this Lease for up to five (5) one (1) year terms.

3. **USE:** The Lessee shall use the Site as follows:

i. The Lessee shall install and service the antennas on the Site to maintain the integrity and safety of the Site as long as this Lease remains in force. Lessee has the right to nonexclusive use of the existing access located over, across and upon Lessor's real property adjoining the Site for the purpose of ingress to and egress from the Site; however, control of any key provided Lessee to said access must be tightly maintained.

ii. Lessee shall comply with the requirements of Lessor regarding the use of the Site as stated in this Lease. Lessee shall submit its construction and installation plans and list of contractors and subcontractors for written approval by Lessor prior to any construction or installation work on the Site. However, Lessor's approval shall not constitute a warranty of such plans and/or contractors and subcontractors or the assumption of any liability for such plans and/or contractors and subcontractors by Lessor. Any structural enhancements to the Site required for Lessee's antennas and related equipment shall be at Lessee's sole risk and expense. At completion, such structural enhancements shall become the

property of Lessor and subject to the provisions of this Lease and documentation to that effect shall be provided by Lessee upon the request of Lessor. Lessee shall provide all labor for the installation, maintenance and repair of Lessee's antennas and related equipment on the Site. After initial installation of Lessee's antennas and related equipment, Lessee shall not, without prior notice to and approval from Lessor, perform or arrange to perform any activities on the Site.

iii. Lessee agrees to indemnify, defend and hold harmless Lessor from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees) arising from Lessee's construction activities, any act or omission of Lessee or its employees, agents or independent contractors, or the breach of this Lease, except to the extent attributable to the negligent or intentional act or omission of Lessor. Lessee shall assume all risks in connection with access to the Site and the installation, operation, maintenance and removal of Lessee's equipment or any structural enhancement.

iv. With the permission of Lessor, Lessee has the right to authorize the use of the aforesaid access by Lessee's contractors, agents, servants, employees and permittees when it is necessary for them or any of them to have access to the Site or the facilities used to furnish utility services to the Site, however, distribution of a key to the Site or access by Lessee shall be made only upon the prior written consent of Lessor. Lessor reserves the right to access the Site for purposes of inspection and operating, maintaining and servicing its property, improvements and equipment. Lessee shall provide Lessor with the names of individuals authorized on behalf of Lessee to access the Site and facilities subject to this Lease. Lessee must provide for separately metered utility services at the Site, unless the Site owner or operator can accommodate submetering. Subject to the provisions of this Lease and to obtaining Lessor's approval, any work by Lessee on the Site and all required permits, Lessee can:

a. Transmit and receive radio signals on various frequencies;

b. Furnish, install and use in, upon and under and remove from the Site such wires, fiber cables, equipment and other property of whatsoever kind and nature as Lessee deems necessary;

c. Connect such wires, fiber cables, and equipment to utility lines adjoining the Site; and

d. Install a standby power generator for Lessee's exclusive use at a location on the Site acceptable to both parties.

v. All work done by Lessee at the Site shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. Use by Lessee of the Site shall not conflict with Lessor's use of the Site and related facilities. Lessee agrees that its use of the Site shall not conflict with the use of the Site and related facilities of other users. Lessee shall label all antennas and equipment in a manner that provides readily visible ownership identification.

vi. After receipt of written authorization by the Lessor; Lessee is authorized to construct on the property; and Lessee has the right to prepare, maintain and alter the Site for Lessee's business operations and to install fiber cables and transmission lines, connecting antennas to the transmitters and receivers.

vii. Lessee agrees that in the event there is any interference with Lessor's transmitters and/or receivers or in the event there is any interference with the transmitters and/or receivers of other lessees established at the Site prior to the date of this Lease, caused by Lessee's transmitter(s) and/or receiver(s), which is not remedied by Lessee within seventy-two (72) hours of verbal notification by Lessor, the Lessee agrees to cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference) until the interference is eliminated. Provided, however, notwithstanding any language herein, Lessee agrees that in the event that Lessee's wireless communications facility, installation or equipment causes any interference with a public safety communications system(s) whether said system is existing, planned or yet to be constructed that is not remedied by Lessee within six (6) hours of verbal notification by the public safety communications system, Lessee agrees to cease using the facility or equipment which is creating the interference (except for short tests for the elimination of the interference when authorized by the public safety communications system) until the interference is eliminated to a standard and manner acceptable to the public safety communications system.

4. **RENT:** On the first day of each and every calendar month commencing on the first day of the first calendar month of the Initial Term, Lessee shall pay to the Lessor rent as follows:

i. The Lessee shall pay rent to the Lessor at the monthly rate of SIX THOUSAND and no/100 DOLLARS ($6,000) ("Rental Fee") in U.S. Dollars, or Lessee may choose to pay said rent in advance on an annual or semi-annual basis.

ii. Said rent shall increase on September 1, 2021, and each September 1st of each subsequent year of the term thereof by an amount not to exceed five percent (5%) of the Rental Fee in effect for the previous year.

iii. Such rent shall be paid as and when due to City of Everett, as designated in this Lease, or at such other address which the Lessor designates by written notice to Lessee.

iv. Rent shall not include electricity. Lessee shall have a separate meter (or submeter if allowed by Site owner or operator) to measure Lessee's electric consumption and Lessee shall pay directly to the public utility company for any electricity used by Lessee's equipment (or if submetering is allowed, then Lessee shall pay Lessor for any electricity used by Lessee's equipment and Lessor shall pay the public utility company for the electric consumption at the Site).

5. **OPTION TO EXTEND:** Lessee is hereby given the option to extend the term of this Lease in accordance with all of the provisions contained in this Lease except rental, for five (5) one (1) year terms (the "Option Term(s)"), by giving written notice of exercise of the option ("Option Notice") to Lessor sixty (60) days or more prior to expiration of each Term or Option Term, as applicable. Failure to provide the required Option Notice for the first Option Term shall result in the termination of this Lease upon the expiration date of this initial term or in the case of failure to provide the Option Notice for a later Option Term, then this Lease shall terminate at the end of the then current Option. In order to be effective, an Option Notice must, unless waived in writing by the City's Real Property Manager or designee, be accompanied by an updated Certificate of Insurance showing that the coverages required under this Lease will be in force for the duration of the Option Term exercised by the Option Notice.

The Rental fee during each Option Term shall be negotiated between the parties and evidenced in an addendum to this Lease. If the parties are unable to agree on the monthly rent for the extended term within thirty (30) days of the Option Notice date, then within thirty (30) days after giving of the

Option Notice, Lessee shall retain an MAI appraiser who shall render a written appraisal of the fair market rental of the leased premises. A copy of Lessee's appraisal shall be given to Lessor within sixty (60) days after giving of the Option Notice. Lessor and Lessee shall then negotiate regarding the fair market rental of the leased Site. If Lessor and Lessee are unable to reach an agreement as to the fair market rental of the leased Site within thirty (30) days of the receipt of Lessee's appraisal by Lessor, Lessor shall retain an MAI appraiser who shall render a written appraisal of the fair market rental of the leased premises as of the date of such appraisal. A copy of the appraisal made by Lessor's MAI appraiser shall be given to Lessee within one hundred twenty (120) days of the receipt of Lessee's appraisal by Lessor. If Lessor and Lessee are unable to reach an agreement as to the fair market value of the leased Site within thirty (30) days of the receipt of Lessor's appraisal by Lessee, the MAI appraisers previously retained by Lessor and Lessee shall choose a third MAI appraiser with knowledge of properties in Snohomish County, Washington. If the appraisers chosen by Lessor and Lessee cannot agree upon the selection of the third MAI appraiser within twenty (20) days after being requested to do so, the third appraiser shall be designated by the Presiding Judge of the Snohomish County Superior Court on application of either party upon ten (10) days notice to the other. The three (3) MAI appraisers shall fix and determine by majority vote the fair market rental of the leased premises as of the date of their appraisal. The decision of the appraisers shall be final and binding on the parties. Under no circumstance, however, shall the base monthly rent for any Option Term be less than the monthly rental rate existing at the end of the preceding term. In the event either Lessor or Lessee does not agree with the decision of the appraisers regarding the fair market rental, either party may terminate this Lease upon thirty (30) days written notice. Notwithstanding the foregoing, during the period of this MAI appraisal process where the Rental fee is not yet agreed upon by the parties but the applicable Option Term has begun, Lessee shall continue to pay the monthly rental rate existing at the end of the preceding term, and shall then promptly "true up" any additionally required rental fees at the conclusion of the appraisal process.

This option may be exercised by Lessee only in the event that all rents have been fully paid and all provisions of this Lease on the part of Lessee to be observed by Lessee have been fully and faithfully observed. A new lease agreement for the Option Terms shall be unnecessary, as this Lease constitutes a present demise for both the Initial Term and the Option Terms.

6. **ENGINEERING STANDARD AND PRACTICES:** Lessor shall have engineering supervision over all equipment located on the property. Such supervision shall include: a) Frequency coordination and acceptability; b) Engineering specifications; c) Establishment of standards and practices consistent with and necessary for the avoidance or elimination of interference; and d) Acceptability of equipment, including radio transmitters and protective devices; and any decision on any of the foregoing matters by the Lessor shall be binding upon the Lessee. Lessor will furnish Lessee with the reasons for any of its decisions in this matter. Any interference caused by radio or television transmitting and/or receiving equipment to existing licensees shall be corrected and eliminated immediately by the party and/or parties causing the interference.

7. **LEASE TAX:** The possessory interest of Lessee in the property herein leased is subject to taxation under the laws of the State of Washington (Ch. 61, 1975-1976 Laws, 2d Ex. Sess., as amended) at the present rate of twelve point eighty-four percent (12.84%), or as may be amended by Washington State legislation, of the taxable rent to be paid to the Lessor monthly under the terms of this Lease. This tax is in addition to the monthly rent required above. Lessee agrees to pay and the Lessor agrees to collect and pay over to the State Department of Revenue the aforesaid leasehold excise tax in accordance with the statutes governing it.

8. **UTILITIES AND FEES:** Lessee agrees to pay all charges for all utilities and services utilized by Lessee on the property during the term of the Lease. All other items, including all license fees and other governmental charges assessed on Lessee (except property taxes and assessments which will be handled pursuant to the provisions in previous sections) will be paid directly by Lessee, failing which the Lessor may pay and bill Lessee, as additional rent, with interest at the highest rate allowed by law.

9. **ASSIGNMENT AND SUBLETTING:**

A. General Prohibition - Consent Required. Lessee shall not assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Site, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Site, nor shall this Lease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of Lessor. If Lessor gives its consent to any assignment, delegation, sublease or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublease or other transfer shall be made without Lessor's consent.

B. Notice by Lessee – Production of Records. If Lessee desires to assign, delegate, sublease or transfer, or grant an option for assignment, delegation, sublease or transfer for, the whole or part of the Site, or any portion of this Lease or any interest therein, Lessee shall notify Lessor in writing of said desire to assign, delegate, sublease, transfer or to grant an option and the details of the proposed agreement at least sixty (60) days prior to the proposed date of assignment, delegation, sublease, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublease, transfer or grant, a description of the expected terms of the assignment, delegation or sublease or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by Lessee. Upon request by Lessor, Lessee shall provide:

i. a financial statement of the proposed assignee, delegatee, sublessee, transferee or grantee;

ii. a copy of the assignment, delegation, sublease or other transfer or grant document;

iii. an affidavit from the proposed assignee, delegatee, sublessee, transferee or grantee stating it has examined this Lease, has had the opportunity to consult with legal counsel regarding the terms of the Lease and understands all such terms and conditions, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease as if it were the original Lessee hereunder; and

iv. any other documents or information requested by Lessor related to the assignment, delegation, sublease or other transfer or grant.

C. Approval by Lessor -- Fees. Lessor shall review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date of assignment, delegation, sublease, transfer or grant. Disapproval of any such request shall be final and binding on the Lessee. Lessor shall charge to Lessee a reasonable fee for administrative costs for the review and processing of any assignment, delegation, sublease or other transfer or grant.

D. Included Property. "Included Property" shall mean the leasehold improvements added by the Lessee and any non-removable fixtures purchased by the Lessee attached thereto that are transferred

to the assignee or sublessee as part of the assignment, sublease or other transfer. The value of the included property shall be documented by appropriate appraisals, financial statements or other business records prepared by an independent and qualified source.

10. **CONDITION OF SITE:** It is understood that Lessee has inspected the Site and takes it "AS IS" without any warranties or representations regarding fitness, condition or suitability. Lessor is not obligated by this Lease to make any changes, removals, or repairs of any kind.

11. **NUISANCE:** Lessee shall not permit the existence of any nuisance on the Site; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's or any permitted sub-Lessee's business; shall not handle or store any dangerous or potentially dangerous materials or any hazardous or toxic materials, as defined under state or federal laws; and shall not permit the accumulation of junk, noxious weeds, debris or other unsightly materials. Lessee shall, at its sole expense, keep the Lessee's portion of the Site and any improvements in good repair.

12. **HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE:**

A. Definitions. "Hazardous Materials" as used in this Lease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

B. Environmental Compliance.

i. In its use and occupancy of the Site, the Lessee shall, at the Lessee's own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Site, Lessee's business or any activity or condition on or about the Site ("the Environmental Laws"). The Lessee warrants that its business and all

its activities to be conducted or performed in, on or about the Site shall comply with all of the Environmental Laws. The Lessee agrees to change, reduce or stop any non-complying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this Lease to comply with the Environmental Laws.

ii. The Lessee shall not, without first obtaining the Lessor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Site. In the event, and only in the event, that the Lessor approves any of the foregoing, the Lessee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Lessee shall not cause or permit to occur any violation of the Environmental Laws on, under or about the Site, or arising from the Lessee's use or occupancy of the Site.

iv. The Lessee shall, in a timely manner and at the Lessee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Lessee fails to fulfill any duty imposed under this Section 12 within a reasonable time, the Lessor may do so; and in such case, the Lessee shall cooperate with the Lessor in order to prepare all documents the Lessor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Site and the Lessee's use or occupancy thereof, and for compliance with the Environmental Laws, and the Lessee shall execute all documents promptly upon the Lessor's request. No such action by the Lessor and no attempt made by the Lessor to mitigate damages shall constitute a waiver of any of the Lessee's obligations under this Section 12.

v. Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials which occurs during the term of this Lease at or from the Site, or which arises at any time from the Lessee's use or occupancy of the Site, then the Lessee shall, in a timely manner and at the Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and the Lessee shall carry out all such cleanup or remediation plans. Any such cleanup or remediation plans are subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve such cleanup or remediation plans, the Lessor assumes no responsibility for such plans or their compliance with the Environmental Laws.

C. Indemnification.

i. The Lessee shall be fully and completely liable to the Lessor for any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Site. The Lessee shall indemnify, defend and save the Lessor harmless from any and all of the costs, expenses, fees, penalties and charges assessed against or imposed upon the Lessor (as well as the Lessor's reasonable attorney's fees, costs and expenses) by any Authority as a result of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials or as a result of the Lessee's failure to provide all information, make all submissions and/or take all steps required by all Authorities under the Environmental Laws.

ii. The Lessee shall indemnify and hold the Lessor harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs proximately caused by the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by the Lessee or any of its agents, representatives or employees on or about the Site.

D. Reporting Requirements. The Lessee shall comply with the Environmental Laws requiring the submission, reporting or filing of information concerning Hazardous Materials with the Authorities and shall provide to the Lessor a full copy of any such submission, filing or report as submitted within fifteen (15) days of such submission.

E. Right to Check on the Lessee's Environmental Compliance. The Lessor expressly reserves the right to conduct, and the Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections and reviews of the Site as the Lessor, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

F. Remedies. Upon a material default by the Lessee under this Section 12, the Lessor shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the Lessor:

i. At the Lessor's option, to terminate this Lease if Lessee fails to cure the default upon reasonable notice under the circumstances; and/or

ii. At the Lessor's option, to perform such response, remediation and/or cleanup as is required to bring the Site and any other property owned by Lessor affected by the Lessee's default into compliance with the Environmental Laws and to recover from the Lessee all of the Lessor's costs and expenses in connection therewith; and/or

iii. To recover from the Lessee any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Site or any other property owned by Lessor, loss of business and sales by Lessor and other of Lessor's lessees, diminution of value of the Site and/or other property owned by Lessor, the loss of or restriction of useful space in or on the Site and/or other property owned by Lessor, and any and all damages and claims asserted by third parties and the Lessor's attorney's fees, costs and expenses.

G. Remediation on Termination of Lease.

i. Upon the expiration or earlier termination of this Lease, the Lessee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Site, and the Lessee shall undertake whatever other action may be necessary to bring the Site into full compliance with the Environmental Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve the Termination Cleanup process, the Lessor assumes no responsibility for it or its compliance with the Environmental Laws.

ii. If the Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, the Lessor may elect to perform such Termination Cleanup after providing the Lessee with written notice of the Lessor's intent to commence Termination

Cleanup and after providing the Lessee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless the Lessor is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the Lessor performs such Termination Cleanup after said notice and the Lessee's failure to perform same, the Lessee shall pay all of the Lessor's costs and expenses.

H. Survival. The Lessee's obligations and liabilities under this Section 12 shall survive the expiration or earlier termination of this Lease.

13. COMPLIANCE WITH LAW: Notwithstanding any other provision in this Lease to the contrary, Lessee, at its sole cost, shall comply with all laws, statutes, ordinances, regulations, rules, and other governmental requirements (hereinafter called "laws"), in performing or observing its obligations under this Lease. The provisions of this Section shall not supersede, but shall be in addition to, any other provisions in this Lease, which impose a higher standard of care or duty by Lessee.

14. INDEMNIFICATION: The Lessee hereby agrees to defend and indemnify the Lessor from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Lessee (or its employees, agents, representatives, contractors and subcontractors) relating to this Lease. The Lessee is obligated to defend and indemnify the Lessor pursuant to this Section whether a Claim is asserted directly against the Lessor, or whether it is asserted indirectly against the Lessor, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the Lessor. The Lessee's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Lessee. The Lessee shall not indemnify the Lessor for Claims caused solely by the negligence of the Lessor. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Lessee is to indemnify the Lessor is caused by or results from the concurrent negligence of (a) the Lessee, its employees, contractors, subcontractors or agents and (b) the Lessor, then the Lessee's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the Lessor, the Lessee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Lessee recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "Lessor" includes the Lessor's officers, employees, agents, representatives, contractors, subcontractors, and consultants and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. In the event it is necessary for Lessor to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from the Lessee.

15. LIABILITY INSURANCE: The Lessee shall procure and keep in force during the term of this Lease, at Lessee's own cost and expense, commercial general liability (CGL) insurance written on a standard ISO version policy form, or its equivalent, with a company who is rated at least "A" or better and with a numerical rating of no less that 7 by A.M. Best Company and which is acceptable to the Lessor. Said CGL insurance shall be on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate including, but not limited to, premises-operations liability, blanket contractual liability and broad form property damage.

Prior to the commencement of this Lease, the Lessee agrees to supply the Lessor with a Certificate of Insurance establishing: a) that its insurance obligation as herein provided have been met, b) that the City of Everett, its officers, employees and agents are named as "Additional Insureds" with respect to this Lease, and c) that said liability insurance shall apply as primary insurance on behalf of such Additional Insureds. The Lessee shall promptly provide Lessor with an updated Certificate of Insurance upon Lessor's written request.

If the Lessee is self-insured, Lessee shall provide Lessor with a Certificate of Self-Insurance acceptable to Lessor and that complies with the above policy requirements.

The Lessor reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Lease.

16. **TERMINATION:** This Section is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

A. Termination of Lease for Failure to Receive Governmental and Jurisdictional Approvals: Lessee may terminate this Lease upon written notice to Lessor in the event Lessee is not able to timely obtain (or is denied) any Governmental and Jurisdiction Approvals required by Lessee to make its contemplated and intended use of the Site commercially viable, as determined by Lessee in its sole discretion. Governmental and Jurisdictional Approvals shall include, without limitation, any or all governmental, regulatory, or self-regulatory licenses (including FCC broadcast licenses), permits (construction, building, special use, administrative, etc.), and approvals of any other necessary applications, exceptions, variances, or exemptions. Lessee represents it will diligently apply for such Governmental and Jurisdictional Approvals, and Lessor agrees to reasonably cooperate with Lessee in any application for Governmental and Jurisdictional Approvals (reasonable costs incurred to be reimbursed by Lessee except to the extent the applicable Governmental and Jurisdictional Approval is to be issued by Lessor). In the event any Governmental and Jurisdictional Approval is preliminarily or initially denied, Lessee shall have the right but not the obligation to appeal such denial to a final decision that is not subject to any further appeal.

B. Termination of Lease Without Cause: Lessor may terminate this Lease upon three hundred sixty (360) days written notice to Lessee. Following the lapse of the three hundred sixty (360) days-notice period, Lessor may re-enter and occupy the Site.

C. Damage or Destruction: Upon destruction, partial destruction or inability to use the Site for its intended purpose, Lessor is under no obligation to reconstruct or repair said Site and either Lessor or Lessee may terminate this Lease.

D. Lessee's Insolvency: Lessor may terminate this Lease upon Lessee's insolvency if Lessee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Lessee.

E. Lessee's Breach:

i. Lessor may terminate this Lease upon thirty (30) days' prior written notice to Lessee of intent to terminate on the first or second or third occurrence of Lessee's failure to pay rent or additional

rent [including, but not limited to, Assignment and/or Sublease Premiums as set forth in Section 9 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10th) day of the month that it is due; provided, however, that if Lessee cures the non-payment within that thirty (30) day period after receipt of notice, then Lessor's notice of intent to terminate is voided and the Lease and Lease term shall continue. Lessor may, without any Lessee right to cure, terminate this Lease upon thirty (30) days' prior written notice to Lessee of intent to terminate on any occurrence after the third occurrence of Lessee's failure to pay rent or additional rent [including, but not limited to, Assignment and/or Sublease Premiums as set forth in Section 9 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10th) day of the month that it is due.

ii. Lessor may terminate this Lease if Lessee breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Lessor or such longer period, up to sixty (60) days, as may be reasonably required, within Lessor's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Lessee.

F. Termination Process: Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination.

G. Nonexclusive Remedy: Termination under this Section shall be in addition to and not in limitation of any other remedy of Lessor at law or in equity. Termination shall not release Lessee from any liability or obligation with respect to any matter occurring prior to such termination.

17. REMOVAL OF IMPROVEMENTS: Lessee shall have the right at any time during Lessee's occupancy of the leased property, and the obligation within sixty (60) days after expiration or earlier termination of this Lease, to remove in a workmanlike and careful manner and without interference or damage to any other equipment, structures, or operations on the Site, any and all buildings, structures, improvements, fixtures, equipment, including antennas, fittings, and lines, owned or placed by Lessee, in, under or upon the leased property, or acquired by Lessee whether before or during the term of this Lease, and restore the Site to its condition prior to the commencement of the Lease, reasonable wear and tear excepted. Restoration of leased property shall include, but shall not be limited to, removal of antennas, removal of lines and equipment, and removal of rubble and debris.

Furthermore, should Lessee fail to remove said property or improvements as required by above, Lessee hereby grants Lessor the absolute right and title to the affected improvements upon ninety (90) days written notice to Lessee, to keep, convey, destroy, or otherwise dispose of the improvements in any manner Lessor chooses, and, in addition, Lessee agrees to pay any costs incurred by Lessor in doing so, within thirty (30) days of receipt of Lessor's statement therefor.

All costs and expenses for removal of Lessee's facilities and restoration of the Site shall be borne by the Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

The provisions of this Section shall survive the termination of this Lease.

18. CONDEMNATION: If the Site or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain or shall be transferred in lieu of

condemnation to any authority entitled to exercise the power of eminent domain, the effect of the taking or transfer upon this Lease shall be as follows:

A. If only a part of the Site is taken or transferred leaving the remainder of said Site in such location and in such form, shape and size so that, in the sole opinion of Lessee, it is still practical to conduct business thereon, the monthly rental required to be paid by Lessee to Lessor by Section 4 of this Lease shall remain unaffected. If Lessee determines in its sole discretion that it is not practical to conduct business on the Site, Lessee may terminate the Lease immediately.

B If the whole of the leased Site is taken or transferred, Lessee may at any time thereafter terminate this Lease by giving Lessor ten (10) days notice in writing of such termination. If the Site is taken or transferred under the circumstances described above, Lessee shall be entitled to any award or compensation from the condemning authority for or attributable to the taking or relocation of the buildings, improvements, fixtures and equipment owned by Lessee. Lessor agrees to return any unearned rent to Lessee. Lessee agrees that it is not entitled to and hereby disclaims any other award for such taking.

19. **RELOCATION:** Lessee agrees that the Lessee and its successors or assigns are not subject to nor entitled to any relocation assistance as provided in the Uniform Relocation and Real Property Acquisition Regulations.

20. **RIGHT OF RE-ENTRY:** In the event of any termination, delinquency or default, Lessor reserves the right to re-enter all areas of the property anytime during this Lease without extinguishing the Lessee's obligation to pay rent for the balance of any Term.

21. **NOTICES:** All notices hereunder may be delivered, sent by nationally recognized, overnight delivery service or mailed. Any notice shall be deemed given on a) the date personally delivered to the other party and a signed receipt obtained; or b) three days after deposit, postage prepaid in any United States Postal Service branch or official depository; whichever shall occur earliest. If mailed, they shall be sent by **CERTIFIED or REGISTERED MAIL** to the following respective addresses:

To Lessor:

The City of Everett
c/o City Clerk
City Hall
2930 Wetmore Avenue
Everett, WA 98201

City Attorney
City Hall
2930 Wetmore Avenue
Everett, WA 98201

Real Property Manager
3200 Cedar Street
Everett, WA 98201

To Lessee:
RCA Telecom LLC
Attn: General Counsel
233 S. Wacker Drive #4300
Chicago, IL 60606

22. **HOLDOVER:** If Lessee shall hold over after the expiration of the initial Term of this Lease or after the First or Second Option Term of this Lease, such tenancy shall be from month to month only

and upon all the terms, covenants and conditions hereof. Acceptance by Lessor of rent after such expiration or early termination shall not result in a renewal of this Lease nor affect Lessor's right of re-entry or any rights of Lessor herein or as otherwise provided by law or equity. If Lessee fails to surrender the Site upon the expiration of this Lease despite demand to do so by Lessor, Lessee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, Lessor's attorney's fees and costs and shall indemnify and hold Lessor harmless from all loss or liability including, but not limited to, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender. Further, Lessee shall pay monthly rent during the holdover in the amount required immediately prior to the expiration, increased by two times the rent herein specified.

23. **WAIVERS:** The waiver by the Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

24. **LIENS:** Lessee shall keep the Site free and clear of any liens and encumbrances arising or growing out of the use and occupancy of said Site by Lessee. At the Lessor's request, Lessee shall furnish the Lessor with written proof of payment of any item which would or might constitute the basis for such a lien on the Site if not paid.

25. **PLACE OF PAYMENT:** All rental payments and all other payments payable to Lessor hereunder shall be designated as payments in connection with an antenna site lease and shall be paid to Lessor at **City of Everett, 2930 Wetmore Avenue, Everett, Washington 98201, Attn: City Treasurer**, unless and until Lessor designates some other party or address to receive said payments.

Written notices shall be delivered personally or deposited in the United States Post Office, properly addressed as aforesaid, postage fully prepaid, for delivery by registered mail.

26. **RF COMPLIANCE:** Lessee agrees to comply with all Federal Communications Commission ("FCC") rules. Prior to commencement of Lessee's operations and at all other times that Lessor may reasonably request, Lessee shall furnish Lessor with a radio frequency ("RF") site analysis that evaluates the simultaneous operation of all transmitters at the Site and compares the radiated power density in all accessible areas with the FCC maximum permissible exposure ("MPE") limits for workers and the general public. The power density within all accessible areas of the Site must not exceed the FCC specified MPE limits. If mitigation is required to bring Site into compliance at any time during the Lease, and so long as Lessor's operations are in compliance with all FCC rules, such mitigation measures shall be the sole responsibility of Lessee.

27. **INSPECTION AND RIGHT-OF-ENTRY:** Lessor and its agents shall have the right, but not the duty, to inspect the Site at any time to determine whether Lessee is complying with the terms of this Lease. This inspection shall include the right to take samples of soil, air and water on the Site.

28. **TERMS SURVIVING TERMINATION OF LEASE:** The obligations imposed on Lessor and Lessee and all provisions of this Lease which may reasonably be interpreted or construed as surviving the

completion or cancellation of the Lease, shall survive the completion, termination or cancellation of this Lease.

29. SUBORDINATION: The use of the Site by Lessee, any heirs, devisees, transferees, sublessees or assignees of Lessee shall be subordinate to that of the Lessor notwithstanding any other language set forth in this Lease.

Nothing herein shall be construed to limit or restrict Lessor's use and access to the Site.

30. BENEFITS TO INURE: The provision of this Lease shall inure to the benefit of and be binding upon Lessee and its successors and assigns, and shall inure to the benefit of and be binding upon the successors and assigns of Lessor.

31. PROVISION UNENFORCEABLE: If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

32. DISPLAY OF SIGNS: The display of any political signs within or on the Site is prohibited. Further, no signage shall be displayed within or on the Site without prior written approval from the City.

33. SEVERABILITY: Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine shall include the feminine gender, and vice versa.

34. ENTIRE AGREEMENT: This Lease represents the entire agreement between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

35. GOVERNING LAW AND VENUE: This Lease shall be governed and construed in accordance with the laws of the State of Washington and venue shall be in Snohomish County, Washington.

36. NO PRESUMPTION AGAINST DRAFTER: Lessor and Lessee understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

37. CUMULATIVE REMEDIES: No provision of this Lease shall preclude Lessor from pursuing any other remedies, in law or equity, for Lessee's failure to perform its obligations.

38. CAPTIONS: The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.

39. AUTHORITY TO CONTRACT: Each party represents and warrants to the other that: it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions

of any mortgage, lease or other agreement binding on said party, and the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease as of the date first above written.

LESSOR:

CITY OF EVERETT

By: _____
MAYOR

ATTEST
CITY CLERK

By: _____
CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

By: _____
CITY ATTORNEY

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this day of 2020, before me the undersigned, personally appeared CASSIE FRANKLIN, to me known to be the MAYOR of the CITY OF EVERETT, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

Notary: _____
Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

LESSEE:

RCA TELECOM LLC

By: _____
THOMAS G. MAXWELL

Its: CEO

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this day of 2020, before me the undersigned, personally appeared _____ Thomas G Maxwell, to me known to be the CEO of RCA TELECOM LLC, and acknowledged said instrument to be his / her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

GENERAL NOTARY - State of Nebraska
CALLIE WILLIAMS
My Comm. Exp. October 30, 2023

Notary: Callie Williams
Print Name: Callie Williams
Notary Public in and for the State of
Residing at Omaha Nebraska
My commission expires Oct 30 2023

EXHIBIT "A"

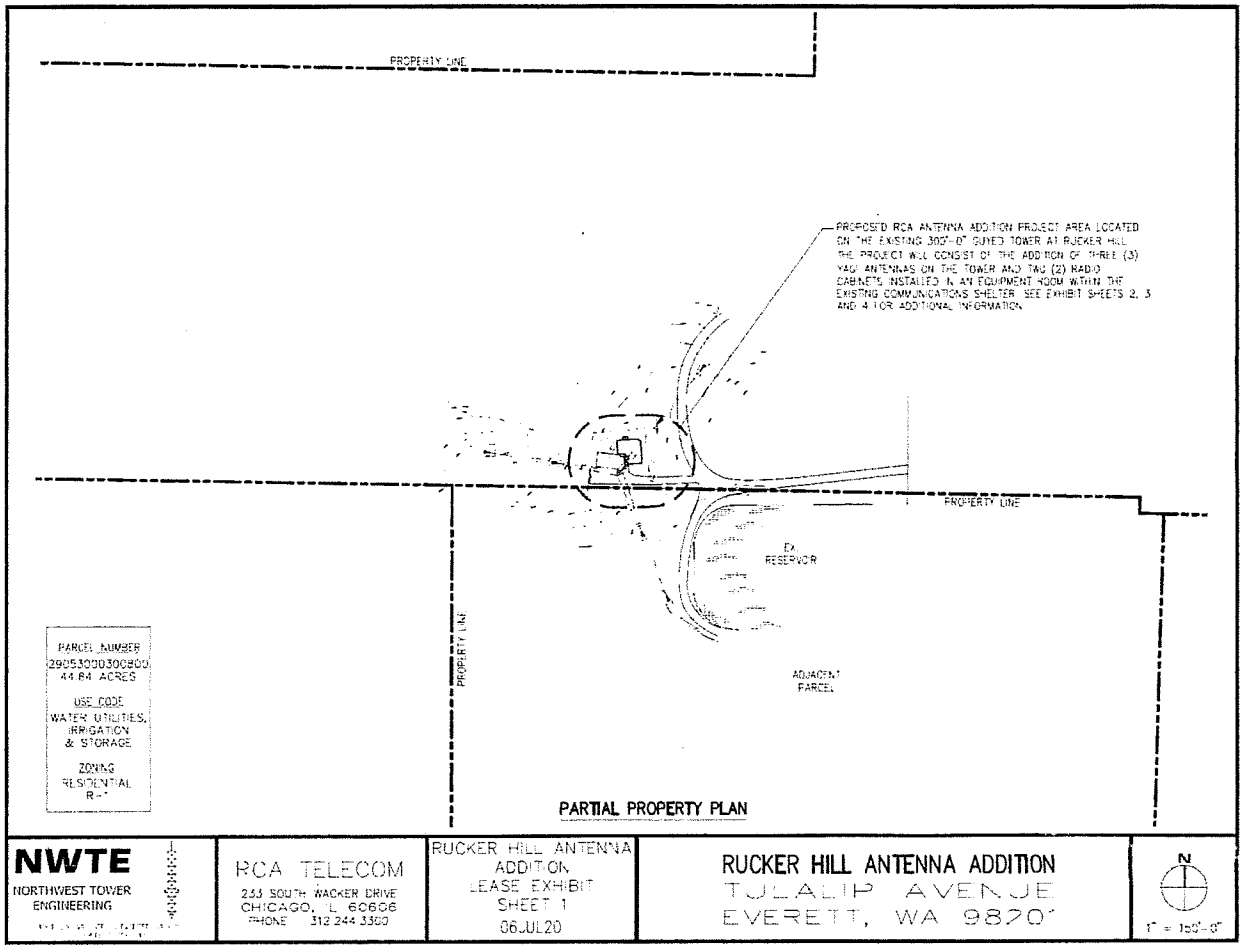
A-1: LEGAL DESCRIPTION

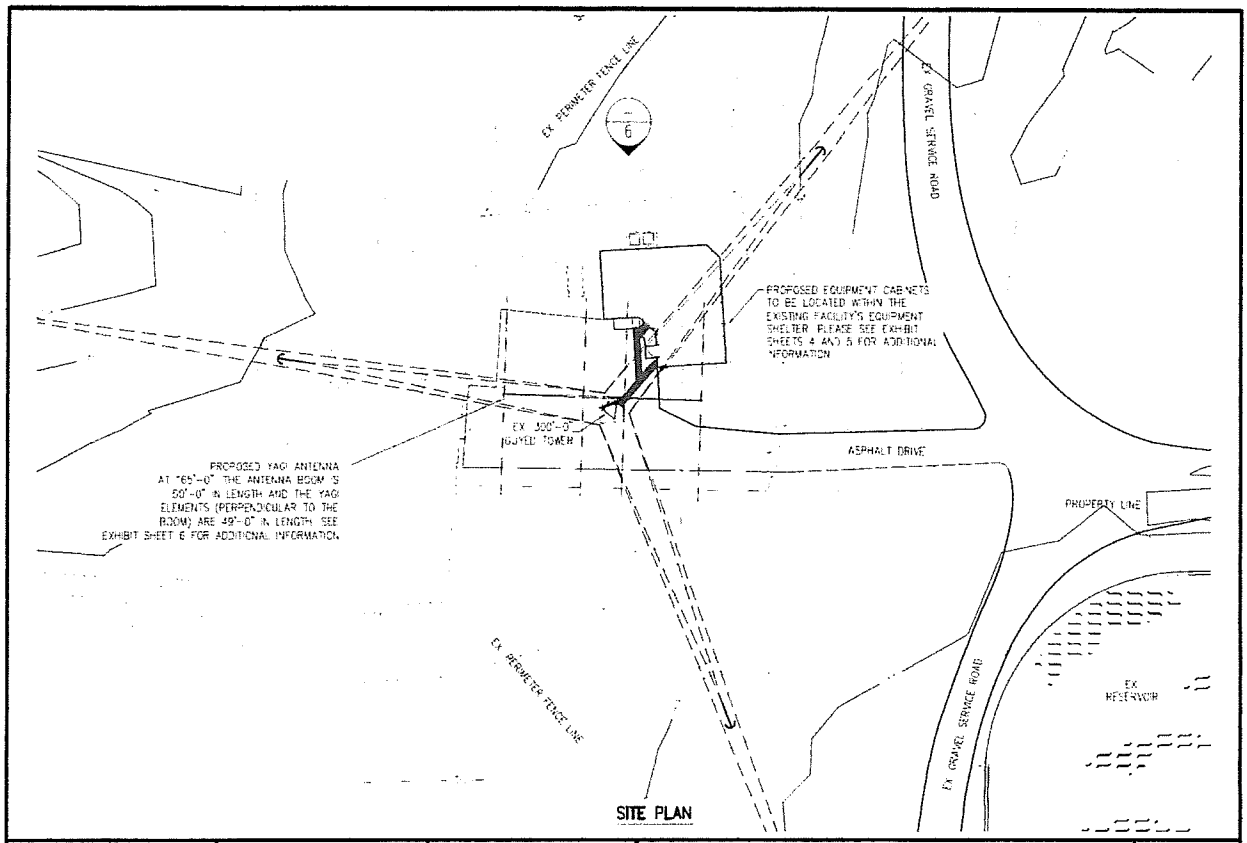
Rucker Hill Site Legal Description:

That portion of the Northeast quarter of the Southwest quarter of Section 30, Township 29 North, Range 5 East, W.M., lying west of the Tulalip Avenue described as follows:
Beginning at the Southwest corner of said Northeast quarter of the Southwest quarter; thence North along the West line thereof to a point which lies 200 feet South of the North line thereof; thence East to a point which lies 275 feet West of the West line of Tulalip Avenue; thence North to the North line of said Northeast quarter of the Southwest quarter; thence East along said North line to the West line of Tulalip Avenue; thence South along said West line of the Northeast quarter of the Southwest quarter; thence West to the Point of Beginning;
TOGETHER WITH the South 515 feet of Government Lot 3 in said Section 30;
ALSO TOGETHER WITH that portion of Government Lot 4 in said Section 30 described as follows:
Beginning 1598.3 feet West of the intersection of the West line of Federal Street with the North line of the Southeast quarter of the Southwest quarter of said Section 30; thence West 860.3 feet more or less to the section line; thence South 524.87 feet; thence East 860.3 feet more or less; thence North 524.8 feet to the Point of Beginning;
ALSO TOGETHER WITH that portion of the Southeast quarter of the Southwest quarter of said Section 30 described as follows:
Beginning 417.0 feet West of the intersection of the West line of Federal Street with the North line of said Southeast quarter of the Southwest quarter; thence West 321.6 feet; thence South 20 feet; thence East 321.6 feet; thence North 20 feet to the Point of Beginning.
Subject to Easement for Road.

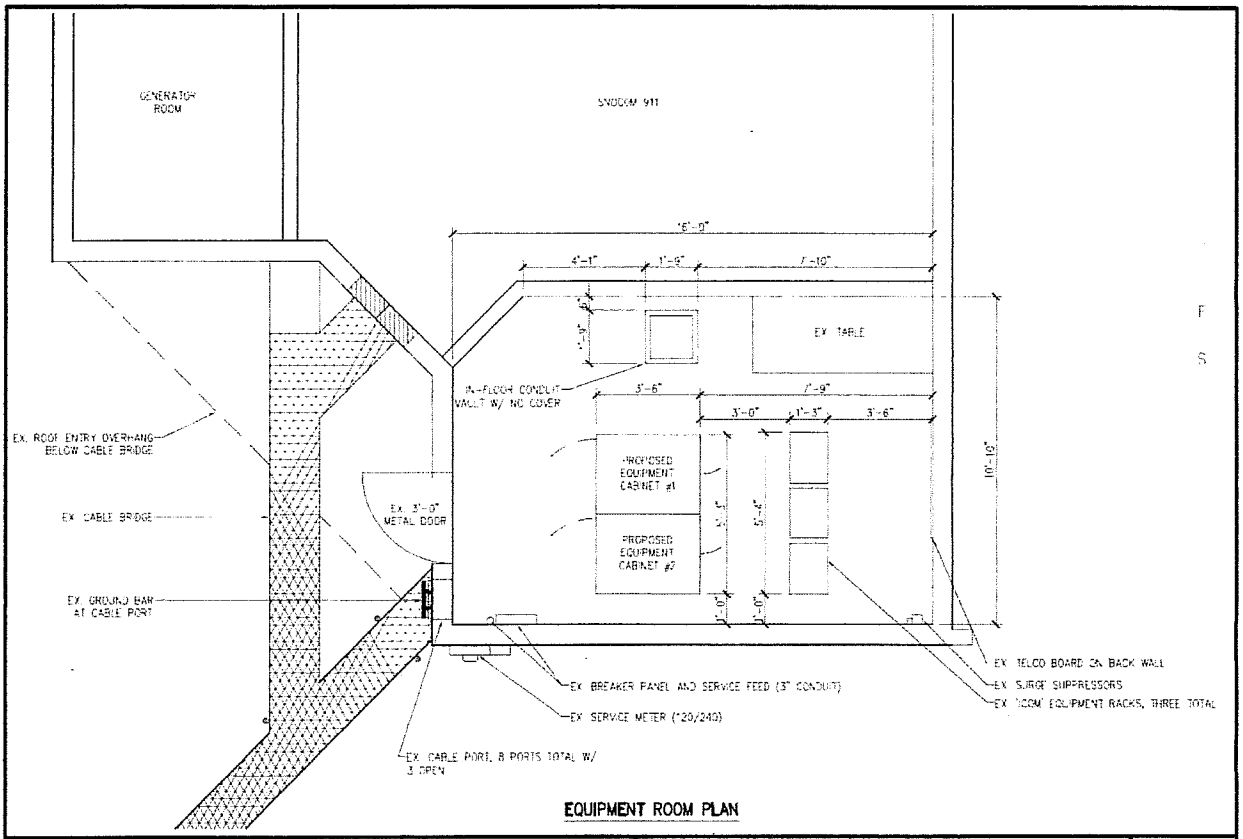
A-2: AREA MAPS AND SITE PLANS

The attached sheets are included to provide graphic illustration of the lease area and site design.





NWTE NORTHWEST TOWER ENGINEERING	RCA TELECOM 233 SOUTH WACKER DRIVE CHICAGO, IL 60606 PHONE 312.244.3300	RUCKER HILL ANTENNA ADDITION LEASE EXHIBIT SHEET 3 06JUL20	RUCKER HILL ANTENNA ADDITION TULALIP AVENUE EVERETT, WA 98201	N 1" = 30'-0"



EQUIPMENT ROOM PLAN

NWTE NORTHWEST TOWER ENGINEERING	RCA TELECOM 233 SOUTH WACKER DRIVE CHICAGO, IL 60606 PHONE 312.244.3300	RUCKER HILL ANTENNA ADDITION LEASE EXHIBIT SHEET 4 06.JUL.20	RUCKER HILL ANTENNA ADDITION TULALIP AVENUE EVERETT, WA 98201	N 1/4" = 1'-0"

NORTH ELEVATION

1" = 40'-0"

RUCKER HILL ANTENNA ADDITION
TULALIP AVENUE
EVERETT, WA 9820

RUCKER HILL ANTENNA
ADDITION
LEASE EXHIBIT
SHEET 6
06.L20

RCA TELECOM
233 SOUTH WACKER DRIVE
CHICAGO, IL 60606
PHONE 312 244 3300

NWTE
NORTHWEST TOWER
ENGINEERING

EVERETT

Project title: An Ordinance Amending and Closing the Special Construction Fund entitled "Evergreen Branch Library Expansion Project", Fund 342, Program 023, as Established by Ordinance No. 3505-16 and Amended by Ordinance No. 3638-18

City Council Agenda Item Cover Sheet

Council Bill #
CB 2008-44

Agenda dates requested:

Briefing
Proposed Action 8/12/2020
Proposed Action 8/19/2020
Consent
Action 8/26/2020
Ordinance **X**
Public hearing
Yes **X** No

Budget amendment:
Yes **X** No

PowerPoint presentation:
Yes **X** No

Attachments:
Ordinance

Department(s) involved:
Library
Parks & Facilities
Administration

Contact person:
Ruben Sanchez

Phone number:
425-257-6293

Email:
rsanchez@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Evergreen Branch Library Expansion Project

Partner/Supplier : Faber Construction, Corporation

Location: 9512 Evergreen Way

Preceding action: Amending Ordinance No. 3638-18

Fund: Fund 342, Program 023 (CIP 4)

Fiscal summary statement:

The proposed Ordinance will amend and close the special construction fund for the Evergreen Branch Library Expansion Project. Ordinance No. 3638-18 provided a funding amount of $6,900,000 for the project. The Closing Ordinance will amend the funding amount to $7,000,000 to capture the Library Funds of $100,000 which were contributed to the project to help fund the monument sign at the entrance to the library along Evergreen Way.

The total amount expended on the Evergreen Branch Library Expansion Project was $6,824,945. The unencumbered amount of $175,055 will be transferred from the project fund to CIP4.

Project summary statement:

The Evergreen Branch Library Expansion Project expanded the existing library by 5,580 square feet. The scope of work also included a complete renovation of the existing library, the demolition of the existing duplex, relocation of the existing City's phone and data hub from the duplex to the library, 19 additional off street parking stalls, underground storm detention, existing parking lot asphalt overlay, landscape renovation, and street frontage improvements along Evergreen Way.

Staff recommends the amending and closing of the funding ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending and closing the special construction fund entitled "Evergreen Branch Library Expansion Project", Fund 342, Program 023, as established by Ordinance No. 3505-16 and amended by Ordinance No. 3638-18.

EVERETT
WASHINGTON

ORDINANCE NO. _____

An ORDINANCE amending and closing the special construction fund entitled "Evergreen Branch Library Expansion Project" Fund 342, Program 023, as established by Ordinance No. 3505-16, and amended by Ordinance 3638-18.

WHEREAS,

A. The "Evergreen Branch Library Expansion Project", Fund 342, Program 023 was established to provide for the design and construction cost for the expansion of the Evergreen Branch Library.

B. The purpose of the fund has been accomplished.

C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 2 of Ordinance No. 3638-18 which reads as follows:

The sum of $6,900,000 is hereby appropriated to Fund 342, Program 023, "Evergreen Branch Library Expansion Project"

A. Use of Funds

Design	$ 701,662
Construction	$ 5,371,680
Project Costs	$ 826,658
Total	$ 6,900,000

B. Source of Funds

CIP 4	$ 6,900,000
Total Project Cost	$ 6,900,000

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

Be and the same is amended to read as follows:

The sum of $7,000,000 is hereby appropriated to Fund 342, Program 023, "Evergreen Branch Library Expansion Project"

A. Use of Funds

Design	$ 747,036
Construction	$ 5,513,186
Project Costs	$ 564,723
Contingency	$ 175,055
Total	$ 7,000,000

B. Source of Funds

CIP 4	$ 6,900,000
Fund 110 (Library Fund - Monument Sign)	$ 60,000
Fund 152 (Library Fund - Monument Sign)	$ 40,000
Total Project Cost	$ 7,000,000

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

Section 2. That the special construction fund, Fund No. 342, Program 023, "Evergreen Branch Library Expansion Project" to be closed.

Section 3. That the final revenues and expenses for "Evergreen Branch Library Expansion Project", Fund 342, Program 023, are as follows:

REVENUES

CIP 4	$6,900,000
Fund 110 (Library Fund - Monument Sign)	$ 60,000
Fund 152 (Library Fund - Monument Sign)	$ 40,000
Total	**$7,000,000**

EXPENSES

Design	$ 818,624
Construction	$5,513,186
Project Costs	$ 493,135
Transfer Out – to CIP4	$ 175,055
Total	**$7,000,000**

Section 4. That the remaining balance of $175,055 be transferred to CIP 4.

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

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

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

_____

Cassie Franklin, Mayor

ATTEST:

_____

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____