



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	HDR Engineering, Inc.
	929 108th Ave, Suite 1300 Bellevue, WA 98001
	Shawn.koorn@hdrinc.com
City Project Manager	Jamielee Graves
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	jgraves@everettwa.gov
Brief Summary of Scope of Work	2024 Water, Filtration, Sewer, and Stormwater Rate Study
Completion Date	December 31, 2025
Maximum Compensation Amount	\$185,625

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lockton Companies
	(816)-960-9000
	kcasu@lockton.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Yes If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: N/A “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF). “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.
Agreed Amendments to General Provisions	The attached General Provisions are amended as follows: The following is inserted after the first sentence of <u>Section 2</u>: “Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City.” The first sentence of <u>Section 10</u> is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory.” The definition of Claims in <u>Section 10</u>-is replaced with the following: “(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 whether

	the damage alleged is bodily injury, damage to property, or other type of event or theory of recovery.”
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END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

HDR Engineering, Inc.



Cassie Franklin, Mayor

04/08/2024

Date

ATTEST



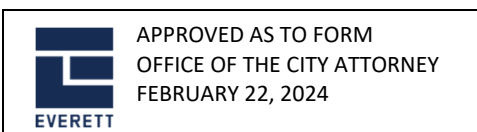
Office of the City Clerk

Signature: Rob Berman

Name of Signer: Rob Berman

Signer's Email Address: rob.berman@hdrinc.com

Title of Signer: Washington Area Operations Manager



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. 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, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging

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

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

11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle

will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
- F. If the policy listed 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.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
 - C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
 - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and

harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
 15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
 16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
 17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
 18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
 19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide

notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at

<https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

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

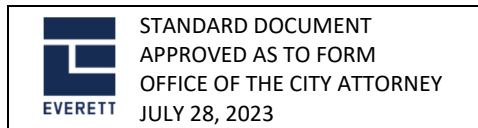


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

This scope of services will provide a comprehensive review of the City's water, water filtration, sewer, and stormwater rates. It will result in updated rates for each utility for a multi-year period (e.g., 1-4 years). The tasks are identical for each utility unless otherwise specified. Provided below is a more detailed discussion of the scope of services for the City's study.

Task 1 – Data Collection and Kick-Off Meeting

A two-hour in person kick-off meeting will be held with City staff to discuss key issues and objectives and discuss the data and information necessary to complete the study. HDR will provide a written data request to the City in advance of the kick-off meeting. This request should be similar to the data and information provided to HDR as a part of the City's last comprehensive rate study. After the meeting, HDR will follow-up with City staff (via telephone / email) for any additional items or explanations, as necessary. As a part of the meeting, HDR will also review the City's current rate models to determine the updates and revisions to the rate models (Task 2).

Task 1 Assumptions:

- A two-hour in person kick-off meeting with the HDR project manager and technical lead.
- The City will provide the data necessary to complete the requested analyses.

Task 1 Deliverables:

- Electronic version of the written data request.

Task 2: Rate Model Update and Development

As a part of the prior rate studies, HDR developed and refined the City's rate models. This task will result in revised and updated rate model(s) for the City. HDR and City staff will collaborate and determine the model revisions and updates to meet the City's modeling goals and objectives. Given the input from Task 1, HDR will make the initial updates to the rate model. As part of this task, up to two, two-hour, virtual project meetings will be held to review and discuss the model and updates. A final two-hour in person project meeting will be held to review and discuss the development of the rate model(s). At the conclusion of this meeting, a final rate model(s) will be developed for the rate study analysis.

Task 2 Assumptions:

- Collaborate with City staff to develop the final rate model(s) to be developed for the rate study.
- Up to two, two-hour, virtual project meetings to review the development of the rate model(s).
- A two-hour in person project meeting to review draft rate model(s).

Task 2 Deliverables:

- An electronic copy of the rate model(s) developed for use in the development of the rate study.

Task 3: Financial Benchmarking Analysis

As a part of the prior comprehensive rate studies, a high-level financial benchmarking analysis was provided. The following financial performance indicators for business operations were reviewed in the prior study:

- ✓ Debt Ratio
- ✓ Return on Assets (%)

- ✓ Cash Reserves (Days)
- ✓ Debt Service Coverage Ratio
- ✓ Operating Ratio (%)
- ✓ Bond Rating

This study will use these same financial performance indicators (benchmarks) and update the information and calculations. This will help determine changes in cost patterns or financial health of the utilities since the prior rate study. HDR will review the benchmarking analysis with the City and develop a technical memorandum summarizing our findings and conclusions.

Task 3 Assumptions:

- The same financial indicators will be used as identified in the prior studies.

Task 3 Deliverables:

- A draft and final electronic technical memorandum summarizing the financial benchmarking findings and conclusions.

Task 4: Revenue Requirement Analysis

A revenue requirement analysis projects the revenues and expenses of each utility and determines the overall level of rate adjustments needed for each utility. The analysis considers the prudent and adequate funding of the operating and capital needs of each utility, while also incorporating the City's financial planning criteria (e.g., minimum reserves, debt service coverage, capital improvement funding from rates, etc.). The revenue requirement analyses will be developed and summarized on a stand-alone basis for each utility and also presented on a combined utility basis.

As a part of the prior comprehensive rate studies, the revenue requirement portion of the rate model was developed for a 10-year period. However, the focus of the revenue requirement was for the projected five-year time period and rates were adopted for a four-year period. For this study, a similar approach will be utilized. For each utility, the focus will be on the next four-year revenue requirement analysis, with proposed rates to be developed for the next four-year time period, and the models updated and developed for a 10-year period.

The analysis will identify the operating and capital infrastructure needs of each utility and provide a rate adjustment strategy (i.e. rate transition plan) to recover the total financial obligations for each utility. The analysis will be developed using the rate models developed as a part of the last comprehensive rate study for the City, and as updated per Task 2.

The forecast of operating expenses for each utility will identify and project the annual non-capital costs associated with operation, maintenance, and administration of the water, filtration, sewer, and stormwater systems over the study period. The City's current operating budgets will be relied upon as the baseline. The study will incorporate the City's planning growth forecasts and establish escalation factors for projected cost escalation. The projections of operational expenses will incorporate changes or additional O&M expenses resulting from known or anticipated changes in operational requirements (i.e., additional personnel, changes in levels of service).

The projection of the revenue requirements for each utility will include the development of a funding plan for the identified water, water filtration, sewer, and stormwater capital needs over the projected 10-year period. Working from the capital project lists provided by the City, the capital funding analysis will incorporate annual capital projects and associated costs for the

study period. The analysis for each utility will then consider the funding sources from current revenue streams (e.g., rates, connection charges, and capital cash reserves) and potential feasible revenue resources such as system reinvestment funding from rates, grants or contributions, low-interest loans, and/or revenue bonds. As a part of the capital funding plan, alternative capital funding strategies will be evaluated based on varying levels of CIP and/or alternative approaches to funding capital needs. The budget developed to conduct this task assumes and provides for up to two (2) capital funding scenarios for each utility.

Given the projection of operating and capital needs, a *test of sufficiency* will be provided to evaluate the adequacy of current rates and revenues in meeting the financial obligations for each utility, along with the City's financial policies (e.g., minimum reserve levels, debt service coverage, etc.). As a part of the analysis, each utility's forecasted financial requirements will be compared against forecasted revenue under existing rates to determine annual and cumulative revenue adjustments needed for each utility to provide financial sustainability over time.

As necessary, a rate transition strategy for each utility will be developed for the next four years that meets the utility's financial obligations over the planning horizon and, to the extent practical, provides a smooth impact to utility customers. The budget provides for up to two (2) revenue requirement scenarios for each utility.

Task 4 Assumptions:

- Develop the revenue requirement for each utility for a 10-year period which incorporates the operating and capital funding analysis for each utility.
- Rate transition strategy for the next four-year period for each utility.
- A review of the City's financial policies as developed in the revenue requirement analysis for each utility.

Task 4 Deliverables:

- An electronic copy of the rate model with the updated revenue requirement analysis for each utility.

Task 5: Cost of Service Analysis

A cost of service analysis differs from a revenue requirement analysis in that a revenue requirement analysis reviews the overall adequacy of a utility's rate revenues, while a cost of service analysis equitably allocates the revenue requirement of a utility to the various customer groups served by the utility. The cost of service provides a defensible basis for proportionally assigning costs and establishing "cost-based and equitable" retail and wholesale rates which reflect each customer group's unique facility requirements and the demands that they place upon each system.

For this task, a water and sewer cost of service analysis will be developed. The cost of service analysis developed for each utility is different and unique. Given that, a detailed discussion of each utility is provided below. HDR is not proposing any changes in the overall methodology that was used as a part of the prior comprehensive rate studies.

Water T&D – The water utility's costs are segregated between transmission & distribution (T&D) and filtration. The revenue requirement for water T&D is separate and distinct from filtration. The water T&D cost of service analysis will perform three distinct functions with the data; functionalization, allocation, and distribution. The water T&D costs are functionalized based

upon accounting codes (e.g., pumping, transmission, storage reservoirs). The functionalized data is then allocated into the cost components of commodity, demand, storage, pumped water volumes and number of connections. These allocated costs are equitably distributed to individual customers and then summarized into the following customer groups:

- ✓ City and City Metered
- ✓ Alderwood¹
- ✓ East of River = Marysville + Other Wholesale + Monroe + Tulalip + Class B water systems

A summary page of the cost of service for the water T&D indicates the cost responsibility of each of the major customer groups (City, and East of River).

Water Filtration – Water filtration costs are a separate set of costs from the Water T&D costs. At the same time, the water filtration cost of service methodology is much different from the Water T&D cost of service methodology. In the case of water filtration, Alderwood has a specific formula for filtration charges. Alderwood’s formula requires the use of historical (actual) data. There is a specific formula for the calculation, but in very simplified terms, it is essentially a “cash basis” calculation which includes Alderwood’s proportional share of the costs of O&M, debt service and capital costs for filtration. Given that the rate is based on actual/historical costs must be used, this study will not project the Alderwood filtration costs for the projected years of 2025 – 2028. As part of the review, a revision to the filtration rate structure for Alderwood may be necessary to stabilize the rates based on capital expenditure fluctuations and changes in the sinking fund minimum target. HDR will assist with the information provided to Alderwood as this will require an amendment to the water agreement between the City and Alderwood.

Filtration costs for all other water customers (i.e., retail and other wholesale) will be calculated as a part of this study. As a part of the prior comprehensive rate studies, the filtration charges were adjusted by the overall proposed annual filtration rate adjustments. This rate was then compared to a calculation which analyzed the total filtration costs, less Alderwood filtration revenues, to derive an average cost (rate) for filtration to retail and other wholesale customers. This same approach is proposed for this study to evaluate the filtration charges.

Sewer – This study will conduct a sewer cost of service study and equitably allocate costs to the various customer groups. The sewer cost of service study is important at this point in time, as the City is anticipating a change in their stormwater rate structures by moving to impervious area based stormwater rates in the near future. At the present time, the stormwater rates are incorporated into the City’s sewer rates. Movement to impervious area-based stormwater rates will segregate the costs of stormwater out of the City’s sewer rates. Hence, a sewer cost of service analysis will equitably allocate only sewer-related costs to each customer class of service.

The City currently serves the following sewer customer classes of service:

- ✓ Residential – Inside and Outside City (1.5 outside City rate multiplier)
- ✓ Non-Residential – Inside and Outside City (1.5 outside City rate multiplier)

¹ The cost allocation for Alderwood is not relevant in that their cost responsibility, in accordance with their wholesale agreement, is determined (calculated) each year and based upon their actual usage.

- ✓ Septage
- ✓ Wholesale – Alderwood
- ✓ Wholesale – Mukilteo
- ✓ Wholesale - Silver Lake

As a part of the sewer analysis, HDR will review and evaluate the sewer customer data to determine the number of accounts, equivalent residential units (ERUs), and wastewater volumes (water usage).

From the collection of sewer customer data and information, the City's sewer costs will be equitably distributed to each of the customer group, or class of service. Similar to the water T&D cost of service study, the cost information will be functionalized, allocated, and then distributed to the classes of service using generally accepted cost of service methodologies. The City's data is currently functionalized between the major categories of collection, treatment, bio-solids, and pretreatment. In allocating these costs, they will be segregated between volume-related, strength-related (BOD and TSS), and customer-related. Distribution factors will be developed for each of these specific cost-classifiers using the best available City and customer class specific data. The cost of service will be summarized to compare the current revenues of each customer class of service to their distributed cost of service. This will provide a measure of the relative equity between each of the customer classes of service. In addition, average unit costs will be developed (e.g., \$/CCF, \$/lb. for BOD and TSS, and \$/customer/month). Average unit costs are a useful starting point for rate design (further discussed in Task 5).

Task 5 Assumptions:

- Review of the customer classes and customer class characteristics.
- Equitable distribution of the water transmission and distribution costs to the applicable customers classes.
- Equitable distribution of the water filtration costs to the applicable customer classes of service.
- Average unit costs for each utility will be developed for use in developing proposed rates.

Task 5 Deliverables:

- An electronic copy of the rate model with the updated cost of service analysis for the water and sewer utility.

Task 6: Rate Design Analysis

This task will review and analyze the current utility rate structures for water, water filtration, sewer, and stormwater. HDR will recommend rate structure modifications reflective of the cost-of-service findings and the City's policy objectives for rate and revenue stability, customer equity, efficiency of use, and administrative practicality. For each proposed rate design, the revenues to be generated from the fixed and volume-based components of the rate structure will be identified to help better address the issue of revenue stability. Bill comparisons will be developed to numerically and graphically show the bill impacts of the proposed rates compared to the present rates.

The City has identified a number of specific issues to be addressed within the rate design task. These issues vary by utility and are discussed in more detail below.

Water and Filtration Charges – The City has a water rate structure which separates the filtration charges from the other water-related T&D charges. The City currently has four retail rate schedules. The present rate design for residential customers includes a minimum volume of water within the base (meter) charge. For a 1/2" – 3/4" meter, 5 hundred cubic feet (CCF) of water is included within the base charge. All usage, over and above 5 CCF is billed at the consumption charge (\$/CCF). The volume of water included within the minimum charge varies by meter size with larger meters receiving a larger volume allowance within the base charge. The City would like to review the issue of the inclusion of water within the base charge, as well as a review of the amount of water included within the base charge (i.e., the 5 CCF). For a variety of reasons, many utilities have transitioned away from the inclusion of water within base (fixed) charges.

In order to provide a comprehensive review of this issue, HDR will first review individual customer billing data to determine usage patterns and the impact of the volume allowance. At the same time, the value of 5 CCF of water must be viewed in the context of the fixed base charge. Elimination of the 5 CCF will have an impact upon the level of the base charge for each meter size and the amount of revenue collected regardless of the customer's total usage. HDR will discuss with the City our initial findings and conclusions regarding the inclusion of water within the base charge. Based upon that discussion and if deemed appropriate, HDR will develop alternative rate designs (structures) to transition the City to their desired approach. This will include a review of the fixed and variable charge revenue generation for the utility.

Sewer Charges – The City's sewer charges for non-residential and wholesale customers uses the concept of equivalent residential units (ERUs) to assess and charge customers. In the case of the City, an ERU is currently defined as 9 CCF. The City has used this definition for many years and desires to have it reviewed in more detail to confirm that it remains appropriate, and if not, what volume or amount would be more reflective of residential usage. As a part of the prior tasks, HDR will have already reviewed this issue in great detail and the cost of service analysis will be reflective of the appropriate definition of an ERU. Should the City decide to revise the definition of an ERU based upon HDR's findings and conclusions, new sewer rate structures will be developed accordingly.

Stormwater Charges – As noted, the City is anticipating the separation of stormwater charges from sewer charges and transition to stormwater rates based on impervious area. Given this future transition, it is anticipated that the current stormwater rate structure will be maintained during this study and only the level of the rate will be adjusted as noted as part of this study.

Task 6 Assumptions:

- Development of up to two water and sewer rate alternatives for each rate schedule.
- Develop water and sewer bill comparisons for the City to review customer bill impacts.
- Develop proposed stormwater rates while maintaining the current rate structure for future transition to future rate design alternatives.

Task 6 Deliverables:

- An electronic copy of the rate model with the updated rate design analysis for each utility.

Task 7: Miscellaneous Charges Review

HDR will review and update the City's miscellaneous charges. These charges were reviewed as a part of the prior comprehensive rate studies and HDR would propose that the same miscellaneous charges be reviewed and updated using a similar approach. Within the Everett Municipal Code, Title 14 Water and Sewer, Chapter 16 Water Rates and Regulations, Section 713 Rates and Charges the City has several types of charges listed. These were the charges updated as a part of the City's prior rate studies conducted by HDR. This review of fees does not include capacity or system development charges or industrial pretreatment charges.

Task 7 Assumptions:

- Review with City staff the miscellaneous charges to review and update.

Task 7 Deliverables:

- A draft and final electronic technical memorandum summarizing the review of existing miscellaneous utility charges and updates to be reflective of current costs.

Task 8: Rate Study Documentation – Written Report

Prepare/submit a study report summarizing assumptions, findings, and study recommendations for each utility. The supporting spreadsheet analyses for each utility will be included as technical appendices. Develop an electronic (PDF) draft final report and incorporate any City comments or corrections into the final electronic (PDF) written report.

Task 8 Assumptions:

- An electronic draft report will be provided to City staff for review and comments.

Task 8 Deliverables:

- A final electronic report which includes a technical appendices of the analyses completed.

Task 9: Project Meetings and Public Presentations

Prepare materials and attend the following meetings to review interim findings, obtain policy direction, and present draft and final study results. In addition to the kick-off meeting and any meetings noted in the prior tasks, the following review meetings and public presentations are anticipated:

- ✓ Up to eight two-hour virtual project meetings with City staff to review interim findings and receive policy direction.
- ✓ Up to three two-hour in person project meetings with City staff to review interim findings and receive policy direction.
- ✓ Up to two meetings with the City Council to assist in presenting the study results and recommendations.
- ✓ Up to two meetings with other Stakeholder groups as may be requested.

Should additional meetings be required, they will be provided on a time and material basis using the current hourly billing rates for the individuals involved.

Task 9 Assumptions:

- Eight virtual project meetings, three in person project meetings, two City Council meetings, and up to four public meetings/presentations.
- Attendance by the HDR Project Manager and/or task lead at all internal project meetings and public presentations.

Task 9 Deliverables:

- Development of presentation and meeting materials to support HDR's analyses.

Task 10: Ongoing Model Support

Since the development of the initial financial/rate models for the City, HDR has been assisting the City in resolving modeling issues, reviewing City developed analyses, and updating the models to meet the City's needs. This task will provide up to 80 hours of assistance by a senior financial analyst to assist the City in modeling efforts after the completion of the rate study. This will provide time for rate model assistance for future analyses and scenarios completed by City staff.

Task 10 Assumptions:

- Provide up to 80 hours of ongoing model support.

Task 10 Deliverables:

- Final Excel models.

Task 11: Project Management and Quality Control

Perform miscellaneous project set up activities, work paper documentation, internal scheduling / workload planning, invoicing, ongoing client correspondence, quality control, and other miscellaneous administrative / project management activities throughout the study.

Task 11 Assumptions:

- Provide quality control through HDR's QC process on all deliverables provided to the City.
- Provide overall project administration and management.

Task 11 Deliverables:

- Monthly invoicing and progress report.

Project Time Schedule

HDR's estimated project time schedule is, in part, driven by and based on the availability of data, the ability to schedule internal project meetings in a timely manner, and work with City staff to develop the study final recommendations. Based upon our experience working with the City, along with the complexity of these studies, the rate study will be completed by the end of 2024. The City is anticipating presenting the results of the study to City management and Council in October 2024, and implementing January of 2025.

Project Fee Estimate

The estimated project fees were developed based upon the previously discussed scope of work. For each task, the labor hours, by individual, was developed. The total labor hours were then applied to the current hourly billing rates for each individual. For the proposed study, the following hourly billing rates were used to establish the proposed fees for this study. These hourly billing rates will be in effect through December 31, 2024.

<u>Individual</u>	<u>Project Role</u>	<u>Hourly Rate</u>
Kevin Lorentzen	Project Manager	255.00/hour
Shawn Koorn	Technical Advisor	325.00/hour
Josiah Close	QA/QC	195.00/hour
Sara Anderson	Financial Analyst	135.00/hour
Various	Senior Engineering Assistance	290.00/hour
Various	Engineering Assistance	180.00/hour

Others Project Administrative/Clerical Support 135.00/hour

The billing rates shown above cover payroll cost, employee benefits, and HDR overhead and profit.

In-House Expenses:

Vehicle Mileage	Current Federal Travel Regulation (FTR)
Black/white Photocopies (per copy)	\$0.05 to \$0.09
Color Copies (per copy)	\$0.15 to \$0.30

Direct Expenses:

No markup on expenses. Other direct expenses (parking, mileage, meals, airfare, etc.) will be billed at cost.

Based on the above hourly billing rates, and the previously developed scope of services, provided below is a summary of the estimated fees for the services discussed above.

City of Everett 2024 Rate Study Fee Estimate	
Task Description	Total
Task 1: Data Collection / Kick-Off Meeting	\$4,810
Task 2: Rate Model Update and Development	16,680
Task 3: Financial Benchmarking Analysis	6,130
Task 4: Revenue Requirement Analysis	23,140
Task 5: Cost of Service Analysis	25,000
Task 6: Rate Design Analysis	16,120
Task 7: Miscellaneous Charges Review	7,760
Task 8: Rate Study Documentation – Written Report	12,540
Task 9: Project Meetings and Presentations	33,980
Task 10: Ongoing Model Support	20,400
Task 11: Project Management and Quality Control	<u>11,280</u>
Total Labor	\$177,840
Plus: Expenses	<u>\$7,785</u>
Grand Total Fees	<u>\$185,625</u>

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

HDR-2024 Rate Study-PSA-JG-SD

Final Audit Report

2024-04-10

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