



Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, December 18, 2024 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: December 11, 2024

Mayor's Comments: Swear In Of Police Officer: Lucas Carmona

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,377,399.54 For The Period Ending November 30, 2024 Through December 6, 2024.

Documents:

[RES CLAIMS PAYABLE NOV 30, 2024 - DEC 06, 2024.PDF](#)

(2) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$266,173.96 For The Period Ending December 7, 2024 Through December 13, 2024.

Documents:

[RES CLAIMS PAYABLE DEC 07, 2024 - DEC 13, 2024.PDF](#)

(3) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,185,638.06 For The Period Ending November 30, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 25.PDF](#)

(4) Authorize The Mayor To Sign The Interlocal Agreement Establishing Snohomish Regional Drug Task Force In The Amount Of \$28,407.00.

Documents:

[SRDTF ILA 2025.PDF](#)

(5) Authorize The Award For Bid #2024-124 Water Treatment Chemicals To Pencco Inc., Univar Solutions USA Inc., Polydyne Inc., Chemtrade Chemicals US LLC, Hexagon Technologies, JCI Jones Chemicals Inc., NorthStar Chemical Inc., And Hasa, Inc. For One (1) Year With Five (5) Additional One-Year Extension Options.

Documents:

[WATER TREATMENT CHEMICALS AWARD.PDF](#)

(6) Adopt Resolution Authorizing The Surplus Of Timber And Call For Bids For The 2025 Chaplain Blowdown Timber Salvage Sale.

Documents:

[CHAPLAIN BLOWDOWN TIMBER SALVAGE SALE.PDF](#)

(7) Authorize The Mayor To Sign The Collective Bargaining Agreement Between The City And The Everett Municipal Employees Local NO. 113, AFSCME For Years 2025 Through 2027.

Documents:

[AFSCME CBA.PDF](#)

(8) Authorize The Mayor To Sign Amendment No. 1 To The PSA With Consor Extending The Contract End Date To 12/31/2025.

Documents:

[CONSOR-2024 COMPREHENSIVE SEWER PLAN-AMEND NO. 1.PDF](#)

(9) Authorize The Mayor To Sign Agreement No. WQC-2025-EverPW-00038 With Ecology For Riverpoint Outfall Replacement-Design Phase.

Documents:

[DOE-RIVERPOINT OUTFALL REPLACEMENT-AGREEMENT.PDF](#)

(10) Authorize The Mayor To Sign The Professional Services Agreement With HWA Geosciences, Inc., For Geotechnical Services For The Riverpoint Outfall Replacements Project.

Documents:

[HWA-GEOTECHNICAL SERVICES FOR RIVERPOINT OUTFALLS-PSA.PDF](#)

(11) Authorize The Mayor To Sign Amendment No. 3 To Extend The Term Of The Agreement Between The City Of Everett And Snohomish County Superior Court For Jury Management Services To December 31, 2026.

Documents:

[JURY MGMT_AMEND NO.3.PDF](#)

(12) Authorize The Mayor To Sign The Amendment To The Professional Services Agreement With Keller Partners.

Documents:

[KELLER PARTNERS 2025 PSA AMEND.PDF](#)

(13) Authorize The Mayor To Sign The Professional Services Agreements For 2025/2026 On-Call Surveying Services With 1 Alliance Geomatics, Bush, Roed & Hitchings, Inc., David Evans & Associates, Inc., Metron & Associates, Inc., Otak, Inc., Pacific Surveying & Engineering, And Reid Middleton.

Documents:

[ON-CALL SURVEYING SERVICES-PSAS.PDF](#)

(14) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Perteet, Inc., For Emergency Preparedness Program Support To Revise The Original Contract Expiration.

Documents:

[PUBLIC WORKS EMERG PREP PSA AMEND.PDF](#)

(15) Approve And Authorize Execution Of Dedication Of Easement For Right Of Way Purposes For Portions Of Sharon Crest And Tulalip Avenues On Reservoir 2 Utility Property In Substantially The Form Provided.

Documents:

[RESERVOIR 2 ROW DEDICATION.PDF](#)

(16) Authorize The Mayor To Sign The Professional Services Agreement With Shiels Oblatz Johnsen, Inc. In The Amount Of \$457,986.

Documents:

[SOJ PSA AMENDMENT.PDF](#)

(17) Accept The Replacement Of Reservoir 2 As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[WALSH CONSTRUCTION-RES 2 REPLACEMENT-CERT OF COMPLETION.PDF](#)

(18) Authorize The Mayor To Sign Amendment No. 4 To The Professional Services Agreement With WSP USA, Inc., For Environmental On-Call Services To Extend The Contract Completion Date And Increase The Contract By \$10,000 To An Amount Not To Exceed \$357,000.

Documents:

[WSP USA INC-ON-CALL ENVIRONMENTAL SERVICES-AMEND NO. 4.PDF](#)

(19) Authorize The Mayor To Sign Amendment No. 2 To Washington Department Of Fish And Wildlife Law Enforcement Services Contract To Increase Compensation In The Amount

Of \$20,000 For A Total Contract Amount Of \$170,000 And Extend The Contract Expiration Date To December 31, 2025.

Documents:

[WDFANDW-LAW ENFORCEMENT-AMEND NO. 2.PDF](#)

PUBLIC HEARING & PROPOSED ACTION ITEM:

(20) CB 2411-41 – 2nd Reading - Adopt An Ordinance Establishing Everett Utility Rates For The 2025 Through The 2028 Operating Years. (Public Hearing 12/18/24, 3rd & Final Reading 1/8/25)

Documents:

[CB 2411-41.PDF](#)

PUBLIC HEARING & ACTION ITEM:

(21) Adopt A Resolution Selecting The Downtown Alternative As The Location For The Proposed Everett Outdoor Multipurpose Facility Project.

Documents:

[EVERETT MULTIPURPOSE FACILITY.PDF](#)

ACTION ITEMS:

(22) CB 2411-40 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Fleming St. Bicycle Corridor" Fund 303, Program 124, As Established By Ordinance No. 3858-21.

Documents:

[CB 2411-40.PDF](#)

(23) CB 2412-42 – 3rd & Final Reading - Adopt An Ordinance Establishing The Basic Salary Schedule For Employees Of The City Of Everett For 2025.

Documents:

[CB 2412-42.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

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- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
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- Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

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

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

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



Whereas the claims payable by check against the City of Everett for the period Nov 30, 2024 through Dec 06, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	144.30
002	General Government	128,807.91
003	Legal	4,253.15
004	Administration	9,610.18
005	Municipal Court	1,516.18
007	Human Resources	1,687.50
009	Misc Financial Funds	53,036.84
010	Finance	1,005.63
015	Information Technology	72.28
018	Communications, Mktg & Engag	3,242.49
021	Planning & Community Dev	843.52
024	Public Works-Engineering	4,952.58
026	Animal Shelter	3,816.91
030	Emergency Management	20.87
031	Police	10,100.35
032	Fire	2,226.99
038	Facilities/Maintenance	930.75
TOTAL GENERAL FUND		\$ 226,268.43

Fund	Department	Amount
101	Parks & Recreation	14,783.79
110	Library	38,017.45
112	Community Theater	5,276.90
120	Public Works-Streets	9,003.57
126	MV-Equipment Replacemer	19,605.16
138	Hotel/Motel Tax	15,225.70
146	Property Management	11,418.11
148	Cum Reserve-Parks	131.67
153	Emergency Medical Service:	18,830.93
155	Capital Reserve Fund	3,203.20
156	Criminal Justice	588.23
197	CHIP Loan Program	67.41
354	Parks Capital Construction	1,710.00
401	Public Works-Utilities	661,166.01
425	Public Works-Transit	37,887.43
430	Everpark Garage	15,691.75
440	Golf	15,238.23
501	MVD-Transportation Service	80,600.52
503	Self-Insurance	35,500.00
508	Health Benefits Reserve	16,785.28
637	Police Pension	28,213.56
638	Fire Pension	504.00
661	Claims	121,682.21
TOTAL CLAIMS		\$ 1,377,399.54

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



Whereas the claims payable by check against the City of Everett for the period Dec 07, 2024 through Dec 13, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	733.00	101	Parks & Recreation	220.00
009	Misc Financial Funds	59,672.37	110	Library	9,058.00
026	Animal Shelter	1,334.69	138	Hotel/Motel Tax	2,820.00
030	Emergency Management	22.00	146	Property Management	15,571.71
031	Police	26,408.81	153	Emergency Medical Services	10,172.21
			155	Capital Reserve Fund	612.39
	TOTAL GENERAL FUND	\$ 88,170.87	401	Public Works-Utilities	37,700.99
			425	Public Works-Transit	3,838.43
			501	MVD-Transportation Services	98,009.36
				TOTAL CLAIMS	\$ 266,173.96

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of November 30, and checks issued December 06, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,178.36	7,214.44
003	Legal	88,259.94	24,357.52
004	Administration	52,780.55	9,524.26
005	Municipal Court	70,201.23	21,755.15
007	Personnel	55,032.71	17,139.60
010	Finance	142,067.48	36,348.92
015	Information Technology	110,454.06	35,170.27
018	Communications and Marketing	22,111.87	7,011.86
021	Planning & Community Dev	143,860.61	35,204.27
024	Public Works	224,543.40	72,363.51
026	Animal Shelter	59,765.64	23,673.62
030	Emergency Management	9,864.80	3,399.68
031	Police	1,509,001.43	324,729.15
032	Fire	781,514.05	200,305.13
038	Facilities/Maintenance	321,074.17	54,280.46
101	Parks & Recreation	261,576.17	60,565.72
110	Library	186,306.70	41,289.58
112	Community Theatre	8,653.00	2,099.13
120	Street	78,731.77	28,845.48
153	Emergency Medical Services	410,282.26	104,130.66
197	CHIP	7,701.10	1,763.91
198	Community Dev Block	3,839.53	1,259.22
401	Utilities	964,910.98	344,925.10
425	Transit	541,459.65	196,476.06
440	Golf	35,934.06	12,221.75
501	Equip Rental	82,532.54	30,102.48
		<u>\$6,185,638.06</u>	<u>\$1,696,156.93</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President



City Council Agenda Item Cover Sheet

Project title: Interlocal Agreement Establishing Snohomish Regional Drug Task Force

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Agreement, Exhibits A-D

Department(s) involved:

Police, Legal

Contact person:

John DeRousse

Phone number:

425-257-8460

Email:

jderousse@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Snohomish Regional Drug Task Force Participation Agreement

Partner/Supplier: Snohomish County & Participating Jurisdictions

Location: n/a

Preceding action: Continual SRDTF Interlocal Agreements in effect since 1/18/1988

Fund: 156/Criminal Justice Fund

Fiscal summary statement:

A financial contribution of \$28,407.00 is required under this agreement. This amount represents the City of Everett's proportionate cost share to help fund the Task Force commander and analyst salaries, based on Everett's population as of April 1, 2024 (see Exhibit D). Everett's contribution is budgeted to come from Criminal Justice Fund 156.

Project summary statement:

The City of Everett enters an annual interlocal agreement (ILA) with Snohomish County and other jurisdictions for the operation of the Snohomish Regional Drug Task Force (SRDTF). The SRDTF has been in existence since 1988 and the ILA outlines the organizational structure, governance and budgetary elements of the SRDTF and associated requirements of the participating jurisdictions. The City of Everett Police Department assigns personnel to the SRDTF as staffing allows. This ILA is for the period of January 1, 2025, through December 31, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement Establishing Snohomish Regional Drug Task Force in the amount of \$28,407.00.

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG TASK FORCE

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	Washington Dept. of Corrections
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, since 1988, Snohomish County, and multiple cities and towns located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region (“Snohomish Regional Drug Task Force” or “Task Force”). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements;

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1 DEFINITIONS

- 1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, who is a party to this agreement.
- 1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that also assigns at least one full-time employee to the Task Force.

2 TASK FORCE TERM AND PURPOSE

- 2.1 The term of this Agreement (“Term”) shall begin on January 1, 2025 (“Effective Date”), and continue through December 31, 2025, unless earlier terminated or modified as provided in this Agreement.

- 2.2 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend for this Agreement to create a separate legal entity subject to suit.
- 2.3 The Task Force goals are to:
- a. Reduce the number of drug traffickers in the communities of Snohomish County through professional investigation, apprehension, and conviction;
 - b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
 - c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information; and
 - d. Address these issues with the foremost consideration of safety for both law enforcement and the community.
- 2.4 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment, and technical resources, as stated in this Agreement.
- 2.5 The Task Force will implement operations, including:
- a. Development of intelligence,

- b. Target identification,
 - c. Investigation,
 - d. Arrest of Suspects,
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition.
- 2.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

3 ORGANIZATION

- 3.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.
- 3.2 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office ("SCSO"), through the Task Force Commander. The Task Force Commander is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.
- 3.3 Exhibit C, incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting

Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 3.4 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights, duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees. When a Participating or Contributing Jurisdiction is considering the assignment of new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection of the assigned personnel.
- 3.5 Employees assigned to the Task Force are subject to and responsible for following the published policies and procedures of the Task Force. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.
- 3.6 The Commander, at his or her discretion, may select an individual from assigned Contributing Jurisdiction personnel to fill any of the following positions:

Detection Canine Handler, Financial Investigations, and Technology Investigation.

4 GOVERNANCE

4.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel their jurisdiction contributes to the Task Force. As an example, if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision for

appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings, the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

5 TASK FORCE BUDGET

- 5.1 The 2025 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- 5.2 The SCSO will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. If the Task Force budget increases any Participating Jurisdictions funding obligation by more than three percent (3%) from the prior year, the budget must be approved by the Executive Board before submission to the Participating Jurisdictions. Any special assessments must be approved by the Executive Board.
- 5.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year

including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

5.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

5.5 Snohomish County shall maintain designated financial accounts for the purpose of supporting Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

5.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D, and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

6 GENERAL ADMINISTRATION

- 6.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.
- 6.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 6.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

6.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 12 of this Agreement.

7 ASSET FORFEITURE

7.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

7.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

7.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.

- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing For State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 7.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.
- g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its own agency code. The parties intend

that each Participating Jurisdiction's individual equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided however, the SCSO is entitled to claim an additional twenty five percent (25%) to account for Task Force operative/administrative expenses. The parties acknowledge however, that final determination of a Participating Jurisdiction's receipt, and percentage allocation, of federal forfeiture proceeds is within the discretionary authority of the Department of Treasury or Department of Justice, as applicable.

- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 7.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

7.4 State Forfeiture.

- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percent, listed in Exhibit C.

- b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.
- c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10).

8 ACQUISITION AND USE OF EQUIPMENT

- 8.1 For purposes of this Agreement, the term “Equipment” shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 8.2 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 8.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.
- 8.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 8.5 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

9 MODIFICATION

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

10 NONDISCRIMINATION

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11 TERMINATION OF AGREEMENT

11.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 7 of this Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

11.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

12 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

13 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

14 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to Section 6.3, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

15 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 17, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

16 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

17 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

18 NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff
Drug Task Force Commander
3000 Rockefeller Ave. M/S 706
Everett WA, 98201

If sent by electronic email to:

Email: SSH-TFCommander@snoco.org

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the state of Washington

By: _____
Name: _____
Title: _____

Recommended for approval:

By: _____
Susanna Johnson
Snohomish County Sheriff

Approved as to Form:

Downs, Lyndsey Digitally signed by Downs,
Lyndsey
Date: 2024.12.04 09:43:54 -08'00'

Deputy Prosecuting Attorney

**SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT
EXHIBIT A**

SRDTF Executive Board

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,
Snohomish County Prosecuting Attorney, City of Everett City Attorney

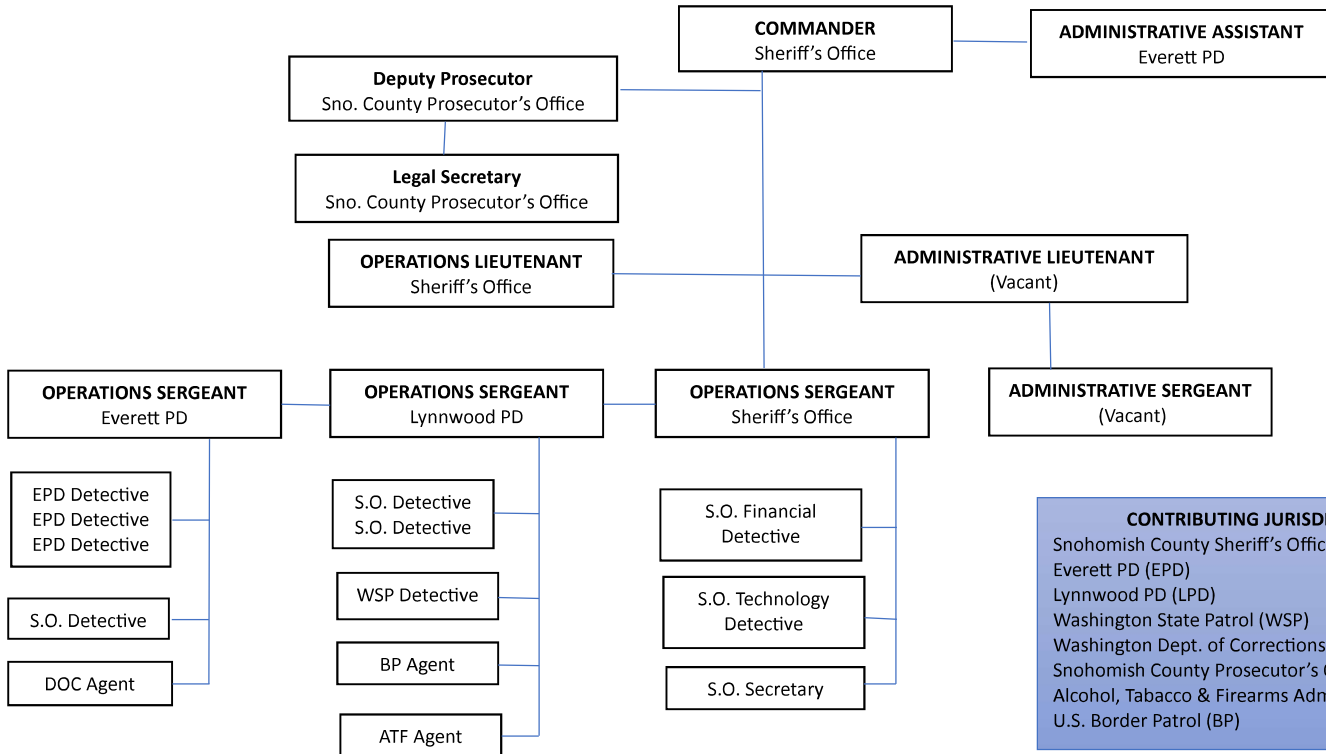


EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

EXHIBIT C

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction

January 1, 2025 – December 31, 2025

EVERETT POLICE DEPARTMENT

1 Sergeant	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

FUNDING

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff – Vacant
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff – Vacant
1 K9 Detective	Snohomish County Sheriff
1 Support Staff	Snohomish County Sheriff

FUNDING

LYNNWOOD POLICE DEPARTMENT

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD – Vacant

FUNDING

SNOHOMISH COUNTY PROSECUTOR'S OFFICE **FUNDING**

.5 Support Staff

Snohomish County Prosecutor

1 Deputy Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON**FUNDING**

1 Detective

Washington State Patrol

1 Agent

Department of Corrections

Agency	Participants	E-Board Vote	Pent.	Notes
Everett PD	5	5	39%	
Snoh Co Sheriff's Off	7	7	54%	
Lynnwood PD	1	1	7%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
TOTALS	17.5	19	100%	

EXHIBIT D

Snohomish Regional Drug & Gang Task Force

[April 1, 2024, Population of Cities, Towns and Counties \(wa.gov\)](https://www.wa.gov)

JURISDICTION	POPULATION April 1, 2024	PERCENTAGE	2025 ALLOCATION AMOUNT
Arlington	22,980	2.65%	\$ 5,686.00
Bothell	20,380	2.35%	\$ 5,042.00
Brier	6,600	0.76%	\$ 1,631.00
Darrington	1,515	0.17%	\$ 365.00
Edmonds	43,420	5.01%	\$ 10,749.00
Everett	114,800	13.24%	\$ 28,407.00
Gold Bar	2,310	0.27%	\$ 579.00
Granite Falls	4,775	0.55%	\$ 1,180.00
Index	160	0.02%	\$ 43.00
Lake Stevens	41,540	4.79%	\$ 10,277.00
Lynnwood	41,500	4.79%	\$ 10,277.00
Marysville	74,390	8.58%	\$ 18,409.00
Mill Creek	21,630	2.49%	\$ 5,342.00
Monroe	20,830	2.40%	\$ 5,149.00
Mountlake Terrace	24,260	2.80%	\$ 6,007.00
Mukilteo	21,590	2.49%	\$ 5,342.00
Snohomish	10,350	1.19%	\$ 2,553.00
Stanwood	8,865	1.02%	\$ 2,188.00
Sultan	7,160	0.83%	\$ 1,781.00
Snohomish County	378,045	43.60%	\$ 93,545.00
TOTALS:	867,100	100%	\$ 214,552.00

Commander Salary	\$ 231,702
Sergeant Salary	\$ -
Task Force Analyst Salary	\$ 26,850
Credit for (Commerce Grant Year End Balance 2024)	
Commander Baines	\$ (44,000)
ILA Contributions Allocations	\$ 214,552

Increase to Commanders Salary
 2024 COLA increase of 4.51% retro back to Jan 1, 2024
 2025 COLA increase of 3.63% effective Jan 1, 2025

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title Cassie Franklin, Mayor

Dated _____
Jurisdiction of City of Everett

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

Project title:

Award Bid #2024-124 Water Treatment Chemicals to Pencco Inc., Univar Solutions USA Inc., Polydyne Inc., Chemtrade Chemicals US LLC, Hexagon Technologies, JCI Jones Chemicals Inc., NorthStar Chemical Inc., and Hasa, Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Final Bid Tabulation & Excel
Bid Tabulation

Department(s) involved:

Procurement & Public Works

Contact person:

Theresa Bauccio-Teschlog

Phone number:

425-257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Invitation for Bid #2024-124

Partner/Supplier: TBD

Location: Everett Water Pollution Control Facility (WPCF) & Water Filtration Plant (WFP)

Preceding action: [10/02/2024](#) Authorize Release of Invitation for Bid

Fund: 401 Public Works

Fiscal summary statement:

Supplies will be purchased as needed. The anticipated cost is based on past usage. Actual usage is unknown and based on future needs. The estimated annual cost for all included chemicals is approximately \$950,000, but it can vary depending on usage and may exceed \$1.5 million.

Project summary statement:

The Water Pollution Control Facility (WPCF) and Water Filtration Plant (WFP) require water treatment chemicals to support daily operations. The WPCF uses the chemicals to disinfect and de-chlorinate treatment wastewater prior to discharge, and the WFP uses chemicals to create potable drinking water from the Chaplain Reservoir for over 600,000 water retail customers.

This contract award included the following chemicals and estimated annual usage.

Chemical	Estimated Annual Usage
Liquid Hydrofluorosilicic Acid	60 tons
Soda Ash	800 tons
Liquid Sodium Bisulfite	60 tons
Sodium Hypochlorite	405,500 gallons
Epichlorohydrin Dimethylamine Polyamine	60 tons
Liquid Aluminum Sulfate	250 dry tons
Non-Ionic Polyacrylamide	1,135 pounds

Invitations for Bid were sent to forty-two (42) suppliers, posted on the City website, and advertised in the Everett Herald. Responses were received, as shown on the attached bid tabulation. Staff received a total of twelve (12) responses, of which one (1) submitted a notification of no bid. DuBois Chemicals Inc. was considered non-responsive due to the submission of a conditional bid.

Staff is recommending awards to multiple suppliers as follows: Pencco Inc., Univar Solutions USA Inc., Polydyne Inc., Chemtrade Chemicals US LLC, Hexagon Technologies, JCI Jones Chemicals Inc., NorthStar Chemical Inc. and Hasa, Inc. for one (1) year with five (5) additional one-year extension options based on the lowest cost, as shown on the attached bid tabulations.

Recommendation (exact action requested of Council):

Authorize the award for Bid #2024-124 Water Treatment Chemicals to Pencco Inc., Univar Solutions USA Inc., Polydyne Inc., Chemtrade Chemicals US LLC, Hexagon Technologies, JCI Jones Chemicals Inc., NorthStar Chemical Inc., and Hasa, Inc. for one (1) year with five (5) additional one-year extension options.

City of Everett
Final Bid Tabulation

Contract Title:	Water Treatment Chemicals
Bid Number:	2024-124
Submittal Deadline:	11/19/2024
Procurement Professional:	Bert Cueva
Addenda Issued:	

SHIP-TO LOCATION: WATER FILTRATION PLANT

Item	Description	Quantity	Unit	Newco, Inc. Seattle, WA		Univar Solutions USA, Inc. Kent, WA		Hexagon Technologies Louisville, KY		Chemtrade Chemicals US LLC Parsippany, NJ		HASA, Inc. Saugus, CA	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Liquid Hydrofluorosilicic Acid	60	TON	\$760.00	\$45,600.00								
2	Soda Ash	800	TON			\$541.80	\$433,440.00						
3	Epichlorohydrin Dimethylamine Polyamine	60	TON										
4	Liquid Aluminum Sulfate	250	DRY TON			\$678.00	\$169,500.00			\$598.00	\$149,500.00		
5	Non-Ionic Polyacrylamide	1,135	POUND	\$3.88	\$4,403.80			\$3.25	\$3,688.75				
6	Sodium Hypochlorite - Non-taxable	315,500	GALLON	\$2.35	\$741,425.00							\$1.695	\$534,772.50

Item	Description	Quantity	Unit	Polydyne, Inc. Riceboro, GA		Thatcher Company of Montana, Inc. Salt Lake City, UT		JCI Jones Chemicals Tacoma, WA		Northstar Chemical Sherwood, OR		Penccco, Inc San Felipe, TX		DuBois Chemicals, Inc. San Felipe, TX	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Liquid Hydrofluorosilicic Acid	60	TON									\$698.00	\$41,880.00		
2	Soda Ash	800	TON			\$635.00	\$508,000.00								
3	Epichlorohydrin Dimethylamine Polyamine	60	TON	\$2,660.00	\$159,600.00										
4	Liquid Aluminum Sulfate	250	DRY TON												
5	Non-Ionic Polyacrylamide	1,135	POUND												
6	Sodium Hypochlorite - Non-taxable	315,500	GALLON					\$1.57	\$495,335.00	\$2.59	\$817,145.00				

Please direct any questions to: bids@everettwa.gov
Thank you for your interest and participation



City of Everett
Procurement
3200 Cedar Street
Everett WA 98201

(425)-257-8840 phone
(425)-257-8864 fax

INVITATION FOR BID
PRELIMINARY RESULTS

Quotation #2024-124

DATE 12/9/2024

Name: Water Treatment Chemicals

Contact: Bert Cueva, Senior Procurement Specialist

CHEMICAL	SUPPLIER(S)	TOTAL
Delivery Location: Water Filtration Plant		
Liquid Hydrofluorosilicic Acid	Newco, Inc. dba Cascade Columbia Distribution Co.	\$49,476.00
	Pencco, Inc	\$45,439.80
Soda Ash	Thatcher Company of Montana, Inc.	\$551,180.00
	Univar Solutions USA, Inc.	\$470,282.40
	DuBois Chemicals, Inc.	NON_RESPONSIVE
Epichlorohydrin Dimethylamine Polyamine	Polydyne, Inc.	\$173,166.00
Liquid Aluminum Sulfate	Chemtrade Chemicals US LLC	\$162,207.50
	Univar Solutions USA, Inc.	\$183,907.50
Non-Ionic Polyacrylamide	Newco, Inc. dba Cascade Columbia Distribution Co.	\$4,778.12
	Hexagon Technologies	\$4,002.29
*Sodium Hypochlorite	Newco, Inc. dba Cascade Columbia Distribution Co.	\$741,425.00
	HASA, Inc.	\$534,772.50
	JCI Jones Chemicals, Inc.	\$495,335.00
	Northstar Chemical, Inc.	\$817,145.00



City of Everett
Procurement
3200 Cedar Street
Everett WA 98201

(425)-257-8840 phone
(425)-257-8864 fax

Delivery Location: Water Pollution Control Facility		
Liquid Sodium Bisulfite	Northstar Chemical, Inc.	\$18,902.80
	Univar Solutions USA, Inc.	\$21,408.52
*Sodium Hypochlorite	Newco, Inc. dba Cascade Columbia Distribution Co.	\$230,460.30
	HASA, Inc.	\$167,652.45
	JCI Jones Chemicals, Inc.	\$188,918.10

USALCO – NO BID

***Non-taxable**

The process to determine all supplier's responsiveness and responsibility is underway.

Final award information will be posted at: <https://everettwa.gov/319/Procurement>

Please direct any questions to: bids@everettwa.gov

Thank you for your interest and participation.

Project title: A Resolution to authorize surplus of timber and the call for bids for the 2025 Chaplain Blowdown Timber Salvage Sale

Council Bill #

Project: 2025 Chaplain Blowdown Timber Salvage Sale

Partner/Supplier: n/a

Location: Lake Chaplain Tract

Preceding action: Ordinance #1741-90 establishing timber sale procedures, 10/10/1990

Fund: 401 Water and Sewer Utility

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Resolution

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The 2025 Chaplain Blowdown Timber Salvage Sale is anticipated to have a total revenue of up to \$2,000,000.

Project summary statement:

November 19, 2024, a severe windstorm affected several areas across Snohomish County. Lake Chaplain Tract experienced significant loss in timber as a result of this windstorm.

In 2009, the City entered into an agreement with the Washington Department of Fish and Wildlife and the Public Utility District No. 1 of Snohomish County for the management of City lands at Lake Chaplain. This agreement required the City to develop the Lake Chaplain Tract Wildlife Habitat Management Plan (LCT-WHMP). This plan was modified in 2015 by the Safe/Harbor Cooperative Habitat Enhancement Agreement (SHA-CHEA) with the United States Fish and Wildlife Service and Washington State Department of Natural Resources.

The LCT-WHMP and SHA-CHEA manage timber harvest and forestry activities to maintain and enhance habitat for wildlife. The windstorm related timber loss occurred in areas designated for harvest by these management plans.

This resolution, authorizing the surplus of timber and call for bids on the 2025 Chaplain Blowdown Timber Salvage Sale, will continue to accomplish the habitat objectives approved in the LCT-WHMP and SHA-CHEA, as well as provide revenue to the City.

Initialed by:

RLS

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Adopt Resolution authorizing the surplus of timber and call for bids for the 2025 Chaplain Blowdown Timber Salvage Sale.



RESOLUTION NO. _____

A RESOLUTION Declaring Certain Timber Surplus and Authorizing a Call for Bids for the 2025 Chaplain Blowdown Timber Salvage Sale

WHEREAS,

- A. EMC 3.72.010 states that the Utilities Division of the Public Work Department will prepare sales of timber on City utility property. EMC 3.72.020 provides procedure for timber sales:

Council shall by resolution authorize the call for bids, notice of which shall be advertised once a week for three consecutive weeks in a newspaper of general circulation in the city and elsewhere as determined by the administration. The last publication shall be at least twenty but not more than thirty days before the date of bid opening. The notice shall describe the property on which the timber is located and state the time and place at which it will be sold or offered for sale, the terms of sale, fix the conditions thereof and shall reserve the right to reject any and all bids.

- B. The Utility Division of the Public Works Department in accordance with chapter 3.72 EMC, the applicable management plans and other requirements in the Chaplain Tract, has prepared the 2025 Chaplain Blowdown Timber Salvage. This timber sale is for certain timber blowdown in approximately 340 acres generally near C-1000 Road, in parts of Section 36 of Township 29 North, Range 07 East, Section 31 of Township 29 North, Range 08 East, Section 1 of Township 28 North, Range 07 East, and Sections 6, 7, and 8 of Township 28 North, Range 08 East, all W.M., in Snohomish County, Washington. The timber to be sold will be more specifically described in the Timber Notice of Sale.

NOW, THEREFORE, BE IT RESOLVED THAT:

The timber in the 2025 Chaplain Blowdown Timber Salvage Sale as described in its Notice of Timber Sale is declared surplus and a call for bids is authorized for the 2025 Chaplain Blowdown Timber Salvage Sale.

Council member introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: AFSCME Collective Bargaining Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

2025-2027 AFSCME CBA

Department(s) involved:

Human Resources

Contact person:

Kandy Bartlett

Phone number:

425-257-8767

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: AFSCME Collective Bargaining Agreement

Partner/Supplier: Everett Municipal Employees Local NO 113 (AFSCME)

Location: NA

Preceding action: NA

Fund: Multiple Funds

Fiscal summary statement:

The city negotiated the collective bargaining agreement with the Everett Municipal Employees, Local NO. 113, AFSCME for 2025-2027. A budget amendment will not be needed for this agreement.

Project summary statement:

The current collective bargaining agreement between the City and the Everett Municipal Employees expires on December 31, 2024. Highlights of the successor agreement include:

- 3-year contract
- Wage adjustments:
 - 2025 - 2% COLA plus 1.5% market adjustment
 - 2026 - 90% CPI (min 1% and max 5%) plus 1% market adjustment
 - 2027 – 90% CPI (min 1% and max 5%) plus 1% market adjustment
- Adjust salary ranges 19-25 to ensure consistent progression for employees through ranges
- Increase employee healthcare premium share by 1% in 2026 and an additional 1% in 2027 for (HMA Traditional and Kaiser)
- Increase clothing and safety boots premium consistent with inflation

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Collective Bargaining Agreement between the City and the Everett Municipal Employees Local NO. 113, AFSCME for years 2025 through 2027.

2025-2027 LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

**EVERETT MUNICIPAL EMPLOYEES
LOCAL NO. 113, AFSCME**

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This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "City" and Everett Municipal Employees Local No. 113, American Federation of State, County, and Municipal Employees, AFL-CIO, and the Washington State Council of County and City Employees, hereinafter referred to as the "Union".

ARTICLE 1 - LEGALITY

If any Article of this Agreement or any Addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 2 - NON-DISCRIMINATION

The City and the Union agree not to discriminate against any person or employee for their activity and/or membership in the Union. The City and the Union agree not to discriminate against any employee because of race, color, sex, creed, national origin, age, marital status, sexual orientation, gender, or the presence of physical, mental, or sensory disability, unless it is a bonafide occupational qualification.

ARTICLE 3 - EXCLUSIVE BARGAINING REPRESENTATIVE

The City agrees to recognize the Union as the exclusive bargaining representative for all of its non-uniformed employees listed in Article 7 of this Agreement.

ARTICLE 4 - UNION MEMBERSHIP

Section 1. Upon written authorization of the employee, the City agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted. For current Union members and those who choose to join the Union, the Employer shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

Section 2. All employees hired on a non-regular basis including, but not limited to day laborers and temporary employees, shall not be required to join the Union. Provided however, pursuant to Article 17, Section 1, the Union may require the employee to purchase a work permit for the length of employment. It is understood and agreed between the parties that said work permit shall not entitle the employee to any rights under this Agreement, except those rights specifically enumerated herein.

Section 3. City shall maintain their copies of Authorization for Payroll Deduction and Representation in a secure location that is available to the Union. The City shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com upon request. The City shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage. The City shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

Section 4. The City agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The City will transfer amounts deducted to the P.E.O.P.L.E program.

Section 5. The City agrees to notify the Union bi-weekly of any new hire or permanent change to appointive positions of members within the bargaining unit and any person hired as a day laborer. The City agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. Prior to the benefits orientation of the new employee, City shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official, or designee, shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

Section 6. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.

The City and the Union agree that this Article will be interpreted consistent with State and federal law.

Section 7. The Union agrees to provide a list of Union Officials and shop stewards to the City in January of each year and keep the City apprised of any changes to the list.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and the conduct of its employees, provided such rules are not in conflict with the provision of this Agreement or with applicable law.

Section 2. The City has the right to (among other actions) discipline, temporarily lay-off, or discharge employees for just cause in compliance with either civil service or the library board; to assign work and to determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

Section 3. The parties recognize that pursuant to Ordinance No. 1069-84, the Everett Civil Service Commission has jurisdiction to approve and modify the content of class specifications. If the addition or deletion of duties to a class specification covered by this Agreement constitutes a mandatory subject of bargaining under RCW 41.56, the City will meet and negotiate with the Union upon request. All modifications to existing class specifications and proposed new classifications shall be provided to the Union at least two weeks prior to submission to the Civil Service Commission unless mutually agreed.

Section 4. The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during their regular work schedule. Individuals on Paid Administrative Leave are not subject to unscheduled overtime or callout shifts. Employees on Paid Administrative Leave will earn their regular rate of pay, plus premiums they would have ordinarily received as part of their shift, such as pre-scheduled overtime and stand-by pay. If on Paid Administrative Leave for more than one week, overtime earned over the past year will be averaged in to the employee's pay while on Paid Administrative Leave.

ARTICLE 6 - SAFETY COMPLIANCE

All employees covered by this collective bargaining agreement are expected to comply with W.I.S.H.A. (Washington Industrial Safety and Health Act) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to disciplinary action which may include suspension and discharge. No supervisor shall require an employee to go or be in any employment or place of employment which is not safe according to W.I.S.H.A. standards.

ARTICLE 7 - SCHEDULE OF WAGES

Section 1:

Effective the pay period following the date of execution of this Agreement, all City employees who are employed in classifications set forth below or who are employed in classifications subject to Addendum A shall be paid in accordance with the following salary schedule.

RANGE NO.	CLASS NO.	JOB TITLE
	2425	Public Service Aide
01-007	1530	Animal Shelter Attendant
01-008	1535	Animal Care and Customer Services Assistant
	1370	Mail Processing Clerk
	1950	Custodian
	2390	Office Assistant
	2391	Municipal Court Office Assistant
	2606	Circulation Assistant II
	2618	Northwest Room Assistant
	2621	Youth Services Assistant
	2636	Library Technician II
01-009	1525	Veterinary Technician
	3160	Recreation Leader
01-010	1430	Warehouse Worker
	2420	Office Technician
	2470	Switchboard Operator
	2609	Circulation Assistant III
	2639	Library Technician III
	3900	Utility Laborer
	4325	Permit Support Assistant
	4545	Paratransit Schedule Technician
	4590	Transportation Services Customer Service Technician
01-011	2300	Accounting Asst/Customer Service Rep
	3420	Parking Enforcement Officer
	2016	Security Officer
	4547	Vehicle Parts Storekeeper
	2395	Legal Assistant

RANGE NO.	CLASS NO.	JOB TITLE
01-012	1222	Assistant Buyer
	1680	Planning Technician
	2310	Accounting Technician
	2400	Office Specialist
	2612	Circulation Assistant IV
	2642	Library Technician IV
	2720	Library Office Specialist
	3080	Park Ranger I
	3026	Maintenance Technician
	3530	Police Records Information Specialist
	4070	Treatment Plant Operator-in-Training
	4081	Meter Reader
01-013	2010	Street Light Maintenance Worker
	3525	Police Public Disclosure Specialist
	3531	Police Property Room Specialist
	2811	Judicial Assistant
01-014	1290	Client Services Technician
	1415	Tax Compliance Specialist
	1510	Animal Control Officer
	2480	Visual Information Specialist
	2645	ILS & Acquisitions Coordinator
	3090	Ranger II
	3600	Assistant Inventory Control /Dispatch Tech
	3700	Equipment Operator
	3710	Equipment Service Worker
	4270	Engineering Technician Trainee
	4320	Permit Technician
	4400	Record Systems Specialist
01-015	1384	IT Support Specialist I
	1432	Procurement Technician
	1920	Carpenter
	2000	Painter
	2410	Office Supervisor
	2445	Small Tool & Equip Repair Tech
	3000	Arborist
	3020	Groundskeeper
	3025	Golf & Grounds Equipment Tech
	3415	Parking Enforcement Supervisor
	3505	Police Records Unit Shift Supervisor
	3610	Cement Finisher
	3720	Heavy Equipment Operator
	3860	Transportation Maintenance Technician
	3920	Utility Service Worker

RANGE NO.	CLASS NO.	JOB TITLE
01-016	1260	Buyer
	1360	License Compliance Officer
	1540	Assistant Planner
	1685	Planning Technician II
	1900	Architectural Drafter
	2148	Fire & EMS Support Specialist
	3018	Lead Groundskeeper
	3809	Public Info/Education Specialist
	3820	Plant/Pump Maintenance Mechanic
	4010	Water Quality Technician
	4020	Water Service Technician
	4260	Engineering Technician
	4395	Environmental Technician
	4398	Senior Records Systems Specialist
	4549	Fleet Support Specialist
01-017	1386	IT Support Specialist II
	1434	Procurement Specialist
	1515	Animal Shelter Volunteer & Foster Supervisor
	1945	Custodial Supervisor
	2370	Maintenance Mechanic
	2450	Supervisor I
	2615	Circulation Supervisor
	3035	Golf Course Supervisor
	3038	Athletic Program Supervisor
	3040	Horticulturist
	3070	Park Maintenance Systems Specialist
	3095	Park Ranger Supervisor
	3210	Urban Forester
	3740	Inventory Control Technician
	3750	Lead Utility Service Worker
	3808	Senior Public Education Information Specialist
	3190	Recreation Supervisor
	3940	Water Pollution Control Operator I
	4040	Water Treatment Plant Operator I
	3989	Water Quality Control Operator I
	4425	Traffic Electrician Tech Trainee
01-018	1200	Accountant
	1550	Associate Planner
	2624	Librarian I
	3878	Utilities Maintenance Technician I
	3990	Water Quality Control Operator II
	4080	Welder
	4090	Encampment Response Supervisor
	4275	GIS/Programmer Analyst
	4435	Traffic Signal Technician

RANGE NO.	CLASS NO.	JOB TITLE
01-019	1388	IT Support Specialist Senior
	1436	Senior Procurement Specialist
	1940	Const/Energy/Projects Technician
	3640	Communication Technician
	3690	Fleet Service Technician
	3725	Source Control Inspector
	3730	Industrial Waste Inspector
	3735	Surface Water Inspector
	3875	SCADA/Telemetry Technician I
	3879	Utilities Maintenance Technician II
	3890	Utility Mapping Supervisor
	3950	Water Pollution Control Operator II
	3980	Water Quality Analyst
	4050	Water Treatment Plant Operator II
	4082	PW Supervisor - Sewer/Drainage/Utilities
	4083	PW Supervisor – Water/Utilities
	4084	PW Supervisor – TSG/Utilities
	4085	PW Supervisor - Streets
	4210	Construction Inspector
	4215	Civil Design Technician
	4220	Plan Review Technician
	4315	Permit Technician Supervisor
	4380	Real Estate/LID Technician
	4420	Traffic Electronic Technician
	4430	Traffic Signal Electrician
	4440	Traffic Technician
01-020	1590	Environmental Planner
	1670	Planner
	1960	Electrician
	2145	Fire Apparatus & Equipment Mechanic
	2460	Supervisor II
	2627	Librarian II
	2633	Digital Services Librarian
	2648	Librarian II - Cataloging
	3037	Golf & Athletic Supervisor
	3100	Structural Maintenance Supervisor
	3105	Parks & Grounds Maintenance Supervisor
	3790	Paint Supervisor II
	3876	SCADA/Telemetry Technician II
	3880	Utilities Maintenance Technician III
	4330	Plan Examiner
	4385	Environmental Permit Coordinator
	4410	Senior Signal Technician

RANGE NO.	CLASS NO.	JOB TITLE
01-021	3685	Fleet Maintenance Supervisor
	3885	Utilities Electrician
	3887	Electrical Safe Worker Program Administrator
	3877	SCADA/Telemetry Technician Lead
	3960	Water Pollution Control Operator III
	4060	Water Treatment Plant Operator III
	4441	Traffic Operations Supervisor
01-022	1392	Systems Administrator I
	1394	Systems Analyst I
	1396	Network Engineer I
	1398	Security Analyst I
01-025	1402	Systems Administrator II
	1404	Systems Analyst II
	1406	Network Engineer II
	1408	Security Analyst II
01-027	1412	Systems Administrator Senior
	1414	Systems Analyst Senior
	1416	Network Engineer Senior
	1418	Security Analyst Senior
01-552	0502	Circulation Assistant I/Shelvers

The City agrees to meet with AFSCME to discuss potential wage adjustments and classification specification updates related to 2023 classification and compensation study during the term of this CBA.

2025 Wage Rate

Effective January 1, 2025, all employees covered by the AFSCME bargaining contract will receive a cost of living adjustment of 2.0%. Additionally, all ranges shall receive a 1.5% across the board market adjustment.

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

The City agrees to revise ranges 01-019 through 01-026 per Appendix 1.

2026 Wage Rate

Effective January 1, 2026, all employees covered by the AFSCME bargaining contract will receive a cost of living adjustment of 90% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, minimum of 1% and maximum of 5%. Additionally, all ranges shall receive a 1.0% across the board market adjustment.

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

2027 Wage Rate

Effective January 1, 2027, all employees covered by the AFSCME bargaining contract will receive a cost of living adjustment of 90% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, minimum of 1% and maximum of 5%. Additionally, all ranges shall receive a 1.0% across the board market adjustment.

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

Section 2:

All persons who are employed in the classifications set forth above shall be paid in accordance with the following:

A. Computation.

For the purposes of computing longevity, vacation, sick leave and retirement, the employee's adjusted employment date shall be used. Time consisting of two (2) cumulative weeks or more in any calendar year that is spent on leaves of absences without pay or separation due to a reduction in force (RIF) shall cause the employee's adjusted employment date to be adjusted accordingly.

Any time an employee's hire date is adjusted, the city will notify the union and the employee.

- B. It is the intent of the parties that the definitions pertaining to employee movements in classifications as used in this section apply to compensation only and do not affect other provisions of this Agreement. Promotion shall be movement to a higher compensated classification; Lateral Transfer shall be movement within the same classification to another work assignment; Demotion shall be movement to a lower compensated classification.

All persons who are employed in the classifications set forth above shall be paid in accordance with the following:

1. For the purposes of determining step salary increases due in an employee's entry position, the employee's adjusted employment date shall be used. Salary step increases will occur yearly from the adjusted employment date.
2. Promotion.
 - a. For purposes of determining step salary increases due after a promotion, the current position date, which indicates the date the promotion to the new classification was granted, shall be used. Time consisting of two (2) cumulative weeks or more in any calendar year that is spent on leave of absence without pay or separation due to a reduction in force (RIF) shall not be credited toward completion of a step advancement in a promotional position and shall result in an adjustment to the employee's current

position date and, if applicable, to the next increment date. Salary step increases will occur yearly from the current position date.

- b. An employee receiving a promotion shall receive not less than one (1) full salary step above that which they held in the previous grade.

3. Demotion.

- a. An employee demoted either voluntarily or due to a reduction in force (RIF) shall be paid the salary step in the lower pay range which is equivalent to the salary step currently being paid. An employee who is demoted for either reason stated above shall have a current position date which reflects all time spent within the classification. If the employee is being compensated at a step higher than the highest step in the lower classification, the employee shall be placed at the highest step in the lower range.
- b. An employee demoted as a result of non-disciplinary reversion to a previous classification shall return to their previous pay status, current position date and next increment date.
- c. An employee demoted as a result of disciplinary actions shall be subject to placement at an appropriate level.

4. Lateral Transfer.

An employee who laterally transfers within the same classification to another work assignment shall remain at the same step with the same current position date and, if applicable, the same next increment date for the purpose of determining step salary increase.

5. Classification Changes Within Same Pay Range.

If an employee's job classification changes but the pay range does not, no salary change shall occur. Further, the employee shall receive a new current position date. The current position date shall show the employee's appointment into the new classification, but their next increment date for purposes of determining step salary increase shall remain unchanged.

6. Water and Wastewater Treatment Operator Classification Progression.

Employees in the positions below will have pre-determined eligibility and progression in the series:

1. Water Treatment Plant Operator I, Water Treatment Plant Operator II, Water Treatment Plant Operator III

2. Water Pollution Control Operator I, Water Pollution Control Operator II, Water Pollution Control Operator III

Eligibility to progress to the next classification in each series is based on the employee achieving a set of qualifications as defined in the job description of the classification series, i.e. certification and years of service. Employees must successfully pass probation in each classification and cannot progress to the next classification if currently under a performance improvement plan.

The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the promotion based on their assessment of whether the employee has met all qualifications of the higher classification. The Director shall forward the applicable documentation to the Human Resources Department. The effective date of the classification progression shall be retroactive to the date the department director approved the promotion.

Once the employee meets the qualifications of the higher-level classification as outlined above, the employee shall progress to the higher classification with the following understanding:

The employee shall serve a six-month probationary period in the higher classification; effective on the date of the employee's progression to the higher-level classification, the employee shall be placed in the higher classification salary range at a step which is at least five percent (5%) above his /her current base salary.

Operators holding a level IV State Certification shall receive a one-step premium regardless of probationary status.

Section 3:

A. The longevity schedule for employees based on years of service is as follows:

After completion of 05 years, 1.5% of base salary rate
After completion of 08 years, 2.0% of base salary rate
After completion of 12 years, 2.5% of base salary rate
After completion of 16 years, 3.0% of base salary rate
After completion of 20 years, 3.5% of base salary rate
After completion of 24 years, 4.0% of base salary rate
After completion of 28 years, 4.5% of base salary rate

B. Longevity shall be determined by continuous employment. All credit toward longevity shall terminate upon the employee's termination from City service.

For purposes of computing longevity, the employee's adjusted employment date shall be used. Continuous employment shall be recognized as being without a break in service except for an employee who is laid off for budgetary reasons as is applicable to Article 15, Section 7.

Section 4: Regular Part-Time Employees

A. PERS Retirement Membership:

Regular part-time employees shall be considered eligible for membership into the Public Employees Retirement System if they are working in an eligible position.

- a. An eligible position is any position which normally requires at least five months each year in which regular compensation is earned for at least 70 hours per month. A year, as used here, is any period of twelve consecutive months.
- b. An ineligible position is one that normally does not require at least five months each year in which regular compensation is earned for at least 70 hours per month.

B. Benefits

- a. Regular part-time employees who work 22 hours per week shall be eligible for medical, dental, vision, life insurance, and accidental death and dismemberment benefits. The regular part-time employee shall pay a pro-rated share of the applicable premium. The pro-rated premium shall be based on an 80-hour bi-weekly regular pay cycle.
- b. All regular part-time employees shall be eligible for pro-rated vacation, sick leave, and holiday.

C. Step Increases

All regular part-time employees who work less than 40 hours per week shall receive an one-half (1/2) step increase upon completion of each 1040 regular compensated hours. The increase shall be one-half (1/2) the difference between the employee's current salary and the next higher step.

D. Circulation Assistant I/Shelvers

Circulation Assistant I/Shelvers shall be employees within the bargaining unit as outlined in Article 16.

ARTICLE 8 - HOURS OF WORK AND WORKING CONDITIONS

Section 1: Original Appointment Probationary Period/Promotional Probationary Period

Newly hired employees shall be considered probationary employees for a period of six (6) months (or as otherwise designated by the Civil Service Commission), subject to the following:

- A. Said probationary period can be extended by the City for any time loss including protected leave such as FMLA/WPFML usage, during the probationary period, up to the amount of actual time lost.
- B. If extenuating circumstances exist (other than set forth in A above), and the City provides the Union with documented justification for extending a probationary period, said probationary period can be extended for an additional thirty (30) calendar days.
- C. During the probationary period, or extended probationary period, the City may discharge any employee covered by this section of the Agreement at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Promotional Probationary Period

Promotional probationary period will act as a trial service period and shall be required following a promotion or a transfer and shall be six (6) months in duration for promotion or lateral transfers subject to the following:

- A. An employee serving as a result of appointment through promotion who is unable to satisfactorily perform the duties of the new position or who voluntarily requests to return to their former position shall be reinstated in their former position or in one of like status and pay.
- B. Promotional trial service period can be extended by the City for any time loss during the probationary period, up to the amount of actual time lost.

Section 2: Work Schedules

The normal work week shall be forty (40) hours of work for all full-time employees to consist of five (5) consecutive eight (8) hour work days. The Department Head, subject to the approval of the Mayor, shall establish appropriate work shifts, specifying starting and ending times, lunch periods, and scheduled days of rest. Alternate work schedules (i.e.: 9/80, 4/10) may be established with mutual agreement between the Union and City pursuant to Article 8 Section 5.

- A. The normal work week for full-time Library employees shall be forty (40) hours of work per week. The Library Director, subject to the approval of the Library Board, shall endeavor to schedule five (5) consecutive eight-hour work days. The Library Director, with notification to the AFSCME Union, shall determine appropriate work shifts, specifying starting and ending times, lunch periods, and scheduled days of rest.
- B. In the Parks Department, Recreation Leaders, Recreation Supervisors, Ranger Supervisors, Park Rangers, and Office staff may be assigned flexible shift work which includes work days and work weeks that are in excess of the normally assigned work shift or work week.

The normal work week for Recreation Leaders, Recreation Supervisors, Ranger Supervisors and Park Rangers shall be forty (40) hours of work per week. The Park and Recreation Director or their designee shall determine the appropriate work shifts, specifying starting times and when possible, ending times. Provided that this sub-section shall not be construed to limit the department's flexibility in operating special events.

- C. In the Parks Department, Recreation Leaders, Recreation Supervisors, Park Rangers, Ranger Supervisors, and Office Assistants may request and when requested, the City will agree to grant "compensatory" time in lieu of wages for overtime worked. Recreation Leaders, Recreation Supervisors, Park Rangers and Ranger Supervisors shall accrue overtime or "compensatory" time at the rate of one-and-one-half times the time actually worked in excess of ten (10) hours in an assigned shift or forty (40) hours in a work week. The employee shall be allowed compensatory time for time worked in excess of ten (10) hours in an assigned shift or forty (40) hours in a work week, but not both. Use of compensatory time shall be subject to the approval of the Department Head.
- D. Early Release:
When the City has an unplanned facility closure, employees who have reported to work that day will be paid for the remainder of their normal work schedule for that day. Pursuant to Article 8 Section 4, employees may be transferred to another City worksite for the remainder of the day (example: Main Library to Evergreen Library) or employees may be required to work remote.
- E. Schedule Changes:
Two weeks notice shall be given to employees prior to any change in the employees regularly assigned work schedule. Shorter notice may be granted upon the request of the employee(s), with approval of the applicable supervisor(s).
- F. Work Hours Flexibility
Employees may request in advance, with management approval, to 'flex' work hours within their designated FLSA work week. Employees requesting to flex their work schedule will receive their regular hourly rate for flexed work.

Section 3: Overtime

It is recognized by the parties that due to the necessity of the job requirements; overtime may be required by the Department Director or designee.

All overtime must be pre-approved by the Department Director or designee.

Time-and-one-half of the employee's regular hourly rate shall be paid for:

- A. All work performed in excess of the regularly assigned shift for full-time employees, except as noted in Article 8 Section 2(F).
- B. All work performed in excess of a regularly assigned work week for full-time employees.

An employee, subject to the approval of the department head or their designee, may receive compensable time off in lieu of overtime pay at the rate of one-and-one-half hours for each hour worked. Accrued compensatory time may be used with the approval of the employee's supervisor as long as it does not create an undue burden on the department.

- C. The maximum accumulation of compensatory time shall be 80 hours. Any accrual over 80 hours shall be paid as overtime.
- D. The minimum break in service between two (2) work shifts of five (5) or more hours shall be eight (8) hours. An employee may not be required to report back to work until an eight (8) hour break in service has occurred. To compensate the employee during the break in service, time that falls within the next shift that is not worked (to provide an eight (8) hour break in service) will be paid at regular time. The end of the employee's shift will remain that of their regular day. If the City requires the employee to report before an eight (8) hour gap has occurred, the period of time which would have allowed an eight (8) hour gap will be paid at overtime. For example, an employee who only received five (5) consecutive hours of break in service would be paid overtime for three (3) hours during the following shift, if an eight (8) hour break has not occurred.

Provided, that in no circumstance will an employee receive more than 1-1/2 times the regular salary. Provided that, in accordance with 29 CFR § 785.22 both parties agree to exclude eight (8) hours of each twenty-four (24) hour period for Parks personnel who are assigned to participate in overnight recreational outings.

- E. All work performed in excess of eight (8) hours (or in excess of the employee's shift if the regular shift is greater than eight (8) hours in any work day) or forty (40) hours in any given work week for part-time employees.
- F. Employees shall be moved to the bottom of the eligibility list for overtime duty in the same work day where sick leave has been utilized for more than four (4) hours.
- G. The hourly rate for each classified position shall be determined by dividing the annual salary by the actual number of working hours for any given calendar year.

Section 4: Travel to Alternative Work Site

Employees required to perform work away from their normal assigned work site shall travel to and from the work site on the City's time. Transportation shall be provided by the City, if available. If the employee provides their own transportation, the employee will be reimbursed for the miles traveled in accordance with the City's travel policy and procedures.

Section 5: Alternate Shifts

Work weeks other than that referenced in Article 8, Section 2 may be mutually agreed upon between the City and the Union, provided it is by an 80 percent majority vote of those employees affected by this change and that a two-week notice will be given to the Union prior to implementation. The 80 percent majority vote will be binding upon all affected employees of such department. In workgroups of four or fewer, a simple majority of affected employees is required to approve the change. Upon receipt of any written proposal for alternate work hours from the Union, the Department Head or designee shall give a written response within 10 working days, citing specific reasons for accepting or rejecting the Union

proposal. It shall be understood that the City has the right to refuse a request for an alternative work schedule based on work necessities or efficiencies.

The parties agree to establish boiler plate Alternate Shift Agreements in order to expedite this process, and further agree to revisit this item six months after the effective date of this CBA.

Section 6: Call Back

An employee shall receive a minimum of three (3) hours call back or actual time worked, whichever is greater, at the overtime rate if called back to work and the employee physically reports to work for an emergency outside of their normal shift and the time is not contiguous with their regularly assigned shift. Employees called back to work shall be exempt from the three (3) hour minimum if called within one (1) hour of the start of their regularly scheduled shift. If an employee has been released from work activities from their supervisor, either directly or by standard operating guidelines established within the department, is called back within the 3 hour window from the previous call back, the second call back will be observed as a separate event.

Section 7: Standby

The City reserves the right to establish an emergency standby program within defined work groups for each department. Standby periods shall be determined by the City in one (1) day increments. Based on the service needs, a department may establish a roster of qualified personnel by classification and seniority who would be available for callback during the standby period. Employees on standby shall be required to carry a cell phone and be available to respond immediately to callback situations without restrictions or impairments. An employee engaged in standby must be able to respond to the assigned duty station within forty five (45) minutes, unless other timelines are agreed upon with the Department Director or designee.

Qualified personnel shall be determined by the City by classification and assigned by seniority or a rotational system may be established following a Union conducted majority vote of the affected employees. If insufficient volunteers exist, emergency standby will be assigned using reverse seniority (extenuating circumstances will be considered).

Employees on standby shall receive thirty five dollars (\$35.00) per regularly scheduled workday assigned and fifty two dollars (\$52.00) per unscheduled workdays or holiday assigned. A day shall be defined as a 24-hour period from the commencement of standby. This amount shall increase by the negotiated Cost of Living Adjustment (COLA) on the first of every January.

Section 8: Telephonic/Electronic Device Responses

An employee who has been authorized by the department head or designee to respond after hours telephonically, by computer or other electronic device in order to perform work related job duties will be paid according to the following schedule:

Employees who are not on standby but who are required by the Employer to respond to work-related issues. Responses to after hour questions will be paid for time actually spent resolving the issue rounded to nearest fifteen (15) minute increment, paid at the overtime rate.

- A. Employees on standby who respond to a work-related issue. Responses to an after-hour question will be considered as incidental to standby pay, provided that it lasts 15 minutes or less. Calls lasting more than 15 minutes will be compensated with overtime for the length of the telephone call after the first 15 minutes.

- B. Employees are required to keep and submit in a timely manner, detailed records of each after hour telephone contact or electronic device response in order to claim overtime for this contact. These records must include the date, time, duration, caller and a clear and concise verifiable description of the purpose or nature of the contact.

In the event that the after-hour telephone contact or electronic device response results in the employee physically reporting to work, the provisions of Article 8, Section 6 will apply and the employee will not be eligible for any additional After Hours Telephonic/Electronic Device Response compensation.

Section 9: Mandatory Training/Mandatory Meetings

An employee who reports to a mandatory training or mandatory meeting that is not contiguous with their regular shift shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at the overtime rate. For purposes of this provision, meetings shall not include normal job-related participation in public meetings (such as Councils, Boards, Commissions, and neighborhood meetings).

Section 10: Premium Pay

A. Out-of-Class Pay

An employee that is formally assigned by their supervisor to work in a higher classification shall be paid out-of-class pay in increments of fifteen (15) minutes for all time worked in the higher classification.

The premium rate shall be a minimum of one-step above the employee's current base salary or the lowest step in the higher classification, whichever is greater.

Classification seniority shall not control out-of-class assignments.

B. Lead Pay

Lead Pay comprising of a one-step increase above the individual's current base salary shall be paid:

- a) To an individual who is formally assigned by their supervisor to be a working crew leader of at least 2 other employees of a lower classification unless those duties are identified in the individuals current class specification.
- b) To an individual who is formally assigned by their supervisor to be a working crew leader of another employee in the same classification.
Duties shall include directing and problem solving for assigned crew, identifying task assignments, resolving immediate on-site conflicts.

Classification seniority shall not control lead assignments.

Lead pay intended to be used on a long term or permanent basis must be agreed upon with the Union.

C. Blacktop Raker/Pipelayer Pay

When a Utility Laborer is assigned the task of Blacktop Raker, the employee will receive a one-step increase for the time so assigned or for the time specifically required to perform such an assignment. When a Utility Laborer is assigned the task of Water or Sewer Pipelayer on a new or renewal construction project, the employee will receive a one-step increase.

D. Commercial Driver's License Pay

Employees in the utility laborer classification that are deemed by the department Head or designee as beneficial to have a commercial driver's license shall receive compensation in accordance with the attached MOU. This will be a pilot program that will end with the contract unless agreed upon by City and Union to continue the MOU.

E. Interpretation/Translation Pay

When an employee is certified by an agency acceptable to the City in a language other than English, the employee will receive a \$200.00 per month stipend for each language of Spanish, Russian, and Ukrainian. A \$100.00 per month stipend will be awarded for each language of Arabic, Chinese, Korean, Swahili, Yoruba, Igbo, Fula, Vietnamese, and ASL. The maximum amount of monthly translation pay shall not exceed \$200.00.

F. Instructor Pay

Employees who are trained and certified to instruct on a topic deemed necessary by the department director or designee, shall receive a one-step premium for all hours engaged in instructing. This includes formal instruction and evaluation of the student's skills using standardized materials provided by a 3rd party or by the department designee. This does not apply to on-the-job training in the normal course of duties. Qualifying instruction topics can be found in Addendum C. Instructor certification process and qualifying topics shall be agreed upon between the parties through the labor/management process.

Section 11: Employment Vacancies

- A. Appointments to job vacancies covered by Civil Service shall be made in accordance with civil service rules and regulations.
- B. Appointments to AFSCME represented job vacancies not covered by Civil Service shall be filled solely on the basis of ability, qualifications and merit. The City of Everett shall determine the appropriate selection process. The selection process shall bear a direct relationship to the knowledge, skills and abilities required for successful performance in the job classification to be filled. A qualified pool of applicants will be forwarded to the hiring authority for final selection. Upon request, the Union shall be provided with a written description of the recruitment and selection process used in filling any such vacancy.

Section 12: Meal Break Locations

Any employee working within the City limits shall go for a meal break to the closest designated work stations normally available to that department where sanitary facilities are available.

Section 13: Meal Break Period

The meal break shall be one-half hour. Exceptions are subject to assignments where the meal break period may be extended to a maximum of one (1) hour upon written notice provided by the appropriate department head. In the latter instance, it is expressly understood that the length of the meal period as it affects the hours of work should be consistent with the provisions of convenient service to the public.

Section 14: Meals

- A. Meal breaks shall be taken no less than three (3) hours and no more than five (5) hours into the employee's regularly assigned work shift except by mutual agreement.
- B. Employees shall be furnished meals when required to work two (2) or more consecutive hours in excess of a regular work shift and each four (4) hour period thereafter if not given notification prior to a three (3) hour or greater break in service.
- C. Employees given three (3) hours or more prior notification of work required at a time or day not a regular working time or day, and not consecutive with regular working hours, shall be required to furnish their own meals. If employees are not given notification prior to a three (3) hour or greater break in service, meals shall be furnished for every four (4) hour period worked.
- D. If a meal, as specified in Section 12.B. is not furnished, the employee will be reimbursed up to a maximum of the current per diem rate as set by the U.S General Services Administration for the current year and location for meal expenses incurred within five (5) working days of being earned. Reimbursed meal expenses shall not include the purchase of alcohol.
 - a) Claims for reimbursement must be submitted on approved forms within five (5) working days of purchase date. Reimbursement forms will be supplied by the employee's department.
 - b) Such claim for reimbursement must be signed by the claimant and the claimant's supervisor and must include the receipt for the earned meal.

Section 15: Rest Periods

Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours, or major portion thereof, of their working time. With their supervisor's approval, employees may be authorized to take their breaks on an intermittent basis but may not exceed fifteen (15) minutes. An employee who does not receive a rest period will be compensated at the appropriate rate of pay for each missed rest period. Rest periods will generally be taken at job site.

Section 16: Shift Differential

Employees working a regularly assigned shift beginning at 2:00 p.m. and before 2:00 a.m. shall receive an additional 5% pay per hour above the individual's current base salary.

Section 17: Union Logos

Employees shall be allowed to wear the Local, State Council or International logo of the American Federation of State, County and Municipal Employees; or County, State or International logo of the AFL-CIO on their lapel or work attire so long as it is consistent with department policies.

Section 18: Clothing, Safety Boots, and Shoes

Clothing shall be provided or reimbursed to employees according to department policy. Policies shall be agreed upon between the parties through the labor/management process.

Safety boots or shoes will be reimbursed for employee positions on the negotiated approved list (Addendum B) up to an annual maximum amount of \$225.00. Safety boots and shoes must be worn in accordance with department policy and procedures. Any changes to the approved list shall be addressed through the labor/management process.

Section 19: Mandatory Court Appearances

Mandatory court appearances related to City business, when scheduled outside the employee's work schedule, will be compensated at an overtime rate.

ARTICLE 9 - UNION OFFICIALS' TIME OFF

Section 1:

The City agrees to allow time off with or without pay for Union officers or duly appointed representatives to attend State or National Conferences or State or National Seminars, not to exceed five (5) working days for a single function. Officers or representatives on non-pay status due to attendance at such events shall receive Holiday Pay if a holiday occurs during, immediately prior, or immediately following such leave.

Section 2:

One Union representative shall be permitted to attend annual budget hearings, grievance hearings, and civil service meetings which are held during working hours. The time is not to be charged against the 240 hours described below. All other Union business, including but not limited to negotiations, grievance investigations and meetings with the City at the request of the Union shall be counted against the 240 hours described below.

Section 3:

The allowable aggregate of such paid time off for all individuals shall not exceed 240 hours in one calendar year.

Section 4:

Attendance by individual Union members at these or similar functions at the express request of the City and attendance by elected officers at Labor/Management meetings shall not be counted toward the allowable 240 hours but shall be considered and paid as a regular working day.

ARTICLE 10 - HOLIDAYS

Section 1: Holidays

The following days, or any day proclaimed by the Governor of the State of Washington as a designated holiday, are hereby designated to be paid holidays for those employees covered by this Agreement in pay status on the day before and the day after the holiday:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Native American Heritage Day (Day After Thanksgiving Day)
Christmas Day
Two Floating Holidays At employee's choice with concurrence of the City

For the purpose of establishing the holiday shift, it shall be determined as the day on which the shift starts. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. For employees whose regular work week includes Saturday and/or Sunday, when a holiday falls on a Saturday or Sunday said employees shall have the actual holiday as their observed holiday.

If an observed holiday falls on an employee's regularly scheduled day off, they shall be granted an additional day to be scheduled within fourteen (14) calendar days following the observed holiday for employees to be off work.

Holiday proration for new hires:

Full time regular employees hired before September 30 will receive two floating holidays. Employees hired between October 1 and November 30 will receive one floating holiday. Regular part-time employees will receive pro-rated holiday hours based on regular work hours according to the preceding schedule.

Regular part-time employees will receive pro-rated holiday hours based on regular work hours according to the preceding schedule.

FTE	Hours Earned per Holiday
.76 up to 1.0 FTE	8 hours
.51 pp to .75 FTE	6 hours
.26 pp to .50 FTE	4 hours
.01 up to .25 FTE	2 hours

Employees may make up any difference in hours on their holiday between the holiday pay and the scheduled shift within the same FLSA workweek at their regular wage rate by mutual agreement between the employee and their supervisor. Employees will not receive overtime for the additional hours worked.

Section 2: Holiday Hours

Holiday pay shall be eight (8) hours regular pay for full-time employees and pro-rated according to the table in Section 1 for part time employees.

The intent of this provision is to ensure that employees receive not more than one hundred and four (104) hours of holiday pay per year.

Section 3: Floating Holidays

An employee must request their floating holiday at least ten (10) working days in advance. The department head must accept or reject the date within five (5) working days of the request. Once accepted, it shall become a fixed holiday for that employee for that year. If the employee must work on that date at the City's request, they will be paid the same as work on any other holiday.

Section 4: Working on Holidays

All employees covered by this Agreement who work any day that is designated as a holiday by this Agreement, shall be paid for such overtime work or work on such holiday, at an overtime rate based upon one-and-one-half times the employee's regular hourly rate which shall be determined by dividing the annual salary by the actual number of working hours for any given calendar year and this payment shall be in addition to the employee's holiday pay.

ARTICLE 11 - VACATIONS

An annual vacation is of benefit to both the employee and the City, and all full-time City employees shall be required to take an annual vacation subject to the requirements listed below.

Section 1:

All City employees covered by this Agreement who work full-time shall accrue vacation credit for each month of continuous service as shown on the table below for the duration of this Agreement. Regular part-time employees shall accrue vacation time on a pro-rated basis based on regular hours worked each pay period. Upon hire, employees may utilize accrued vacation leave subject to the requirements of this article.

VACATION CREDIT ACCRUED

Continuous Service From Employee's Adjusted Employment Date	Number of Vacation Hours Per Year
1st Year	96 hours
2nd Year	104 hours
3rd and 4th Years	112 hours
5th Year	120 hours
6th and 7th Years	128 hours
8th and 9th Years	144 hours
10th through 14th Years	160 hours
15th through 19th Years	184 hours
20th through 24th Years	200 hours
25th Year and Beyond	208 hours

"Continuous Service" shall be determined from the employee's adjusted employment date.

Section 2:

No vacation accrual will be allowed in excess of two (2) years accrual. For purposes of this section, vacation accrual will be made available to the employee.

No employee shall have vacation credit accrual in excess of 240 hours at the time of their retirement/separation, except PERS I employees hired prior to July 13, 1983 – 48 days (384 hours).

Any employee terminating employment or retiring must use any vacation accrual in excess of the aforementioned limits prior to termination/retirement or it will be lost to the employee.

The City agrees, upon request by the Union, to meet and negotiate concerning the preceding paragraph if during the term of this Agreement the "excess compensation" issue relating to the 240 hour cap is changed by operation of law.

Section 3:

Vacations shall be approved by the department head or designee at times when vacations will constitute minimum conflict with work schedules.

Any vacation request conflict between employees within the work group scheduled two (2) or more months in advance will be resolved by overall employee seniority. Conflicts over vacations scheduled less than two (2) months in advance shall be governed on a first come basis.

A vacation request response shall be returned to the employee in a reasonable time frame, no later than 14 calendar days from the date of submission.

Section 4:

Employees will be cashed out for accrued vacation when they separate from City employment in accordance with Article 11 Section 2. Whenever possible, the employee shall give two weeks written notice to the City of their intention to terminate.

Section 5:

If a holiday specified in this contract falls within the employee's actual vacation, the employee may add one extra day to their vacation time, such day to be scheduled by mutual agreement between the City and the employee.

ARTICLE 12 - INSURANCE BENEFITS

Section 1: Eligibility.

- a. New hire employees shall receive any City paid insurance benefits the first day of the month following employment (employee starts work in April, insurance starts May 1st).
- b. Regular part-time employees who work 22 hours or more per week shall be eligible for benefits under Article 12 on a pro-rata basis.
- c. Day laborers (IV) will be eligible to participate in medical insurance. Returning Day Laborer IV's shall receive medical insurance on the first day of the following month of rehire
- d. Circulation Assistant I/Shelvers are exempt from Article 12 unless required by law.

Section 2: Medical Insurance.

The City agrees to offer medical coverage for eligible employees and their legal dependents. Employees and their dependents shall have the option of enrolling in the Kaiser Legacy Core HMO, Kaiser New Core HMO, or one of the City's self-insured medical plans. Employees that choose the Kaiser HMO Plans or the City's traditional PPO Plan, shall pay ten percent of the monthly premium for employees and dependents. Employees that choose the City's Consumer Driven Healthcare Plan (CDHP), shall pay 5% of the monthly premium for employees and dependents.

Effective January 1, 2026, employees that choose the Kaiser HMO Plans or the City's traditional PPO Plan, shall pay 11% percent of the monthly premium for employees and dependents. Employees that choose the City's Consumer Driven Healthcare Plan (CDHP), shall pay 5% of the monthly premium for employees and dependents.

Effective January 1, 2027, employees that choose the Kaiser HMO Plans or the City's traditional PPO Plan, shall pay 12% percent of the monthly premium for employees and dependents. Employees that choose the City's Consumer Driven Healthcare Plan (CDHP), shall pay 5% of the monthly premium for employees and dependents.

Employees that enroll in the CDHP will receive a City paid contribution to an HRA/VEBA in the amount of \$1,200 for individual for \$2,400 for family coverage in the second pay period of the new year. Changes due to a qualifying event will be pro-rated for the remainder of the year.

Annual Whole Health Evaluation:

Employees enrolled in the CDHP will receive an HRA/VEBA contribution in the amount of \$200 for individual and \$200 for spouse or domestic partner upon completion of an Annual Whole Health Evaluation.

Employees enrolled in the traditional PPO Plan will receive an HRA/VEBA contribution in the amount of \$100 upon completion of an Annual Whole Health Evaluation.

The benefits under the City's self-insured medical insurance program shall not be reduced without agreement of the parties.

Section 3: Life Insurance.

The City will provide for the employee \$1,000 life insurance per \$1,000 of annual salary, rounded to the next highest \$1,000 at the City's expense for the duration of this agreement.

Section 4: AD&D.

The City will provide for the employee Accidental Death and Dismemberment coverage in an amount equal to that specified in Section 3 hereinabove, at the City's expense for the duration of this agreement.

Section 5: Dental.

The City will pay the premium for the dental plan 12, offered through the trustees of the Washington State Council of County and City Employees for the employee and their eligible dependents.

Section 6: Vision.

The City will pay the premium for the vision plan offered through the trustees of the Washington State Council of County and City Employees for the employee and their eligible dependents.

Section 7: Enrollment.

In order to participate, an employee must sign authorization cards to be kept on file by the City. If the employee does not wish to participate in the program, then they must sign a waiver card for their file.

Section 8: Disability Insurance. Employees covered under this agreement shall participate in a disability insurance program through the insurance company of the Union's choice. Premiums for this coverage will be the responsibility of the employee.

Section 9: Review.

The City will provide reports on the City's self-insured plan upon request which will include usage trends and fund balance.

Section 10: (Washington Paid Family Medical Leave (WPFML))

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee.. If the City elects to rejoin the state-administered WPFML plan, the City agrees to notify the Union of this action and potential deductions 90 days prior to the effective date, and to negotiate any impacts of such decision.

ARTICLE 13 - SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity. Upon hire, employees may utilize accrued sick leave subject to the requirements of this article.

Section 1:

Sick leave is defined as leave with pay taken for the illness, injury, or pre-approved medical appointments of the employee. In the case of an eligible dependent, sick leave with pay may be used in accordance with Federal and State laws and applicable City requirements.

Section 2: Sick Leave Provided

Sick leave shall accrue to each employee, excluding part-time and day laborers, actively employed in the City service at the rate of eight (8) hours of leave for each calendar month of the employee's active service. The total carryover from year-to-year shall not exceed 960 hours. Sick leave will accrue beyond this limit in accordance with Washington state law, subject to the yearly carryover maximum. Regular part-time employees shall accrue sick leave benefits on a pro-rated basis based on regular hours worked each pay period. Day Laborer's shall accrue sick leave in accordance with the Washington Paid Sick Leave Law.

Section 3: Leave of Absence or Lay-off

Employees who, for any purpose, are granted leave of absence with pay shall continue to accrue sick leave during such leave of absence. Any employee on a non-pay status shall not accrue any sick leave. Employees laid off and rehired within twenty-four (24) months, and employees granted leave of absence without pay shall not accrue sick leave during said lay off or leave of absence, but, upon resumption of active employment, shall have available the sick leave accrued at the time of such lay off or unpaid leave, less any final cashouts that may have occurred.

Section 4: Physician's Certification

Sick leave with pay for a period of four (4) days or more requires the presentation of a written statement by the employee's personal physician and/or physician representing the City, certifying that the employee was subject to restriction. An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources. An employee on sick leave shall inform their department head, or cause the department head to be informed, forthwith that they are unable to report for duty and the reasons therefore, and failure to do so without excuse shall be cause for denial of sick leave pay. Subsequent incidents may be grounds for disciplinary action.

Section 5: Vacation Leave In Lieu Of Sick Leave

In using sick leave, only those days on which the employee would be required to report for work shall be considered. Upon the request of an employee who shall be absent for personal illness or injury and with the concurrence of the department head or their designee, days off will be charged against the vacation to which they may be entitled, and such employee shall be paid therefore and the vacation allowance reduced accordingly.

Section 6: Sick Leave While on Vacation

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or injury. Therefore, if an employee becomes ill or injured once their vacation has commenced, vacation time will be deducted unless the employee provides certification of overnight hospitalization for which sick leave will be substituted for a regularly scheduled vacation day (one day for each night of hospitalization). However, if the employee notifies the Department Head or their designee prior to the commencement of the employee's vacation that said employee is ill or injured, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be canceled and rescheduled, if possible, at a time mutually agreeable to the City and the employee.

Section 7: Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, they shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 11 and 13 of this Agreement. This section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

Section 8:

An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with unauthorized use of sick leave.

Section 9:

Subject to the Civil Service rules, the head of any department may discipline (including suspension or dismissal) any employee who uses sick leave under false pretenses. The City may request a doctor's statement for any sick leave provided there is evidence of unauthorized sick leave use. The request for the doctor's statement will be made following a determination of the possible sick leave abuse by a department head.

Section 10:

Employees who have successfully passed probation shall be allowed, upon separation, to receive in cash an amount equal to twenty (20%) of the value of their then existing sick leave accrual balances, up to the 960 hour yearly carryover cap.

ARTICLE 14 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, upon request to their department head or designee, will be granted up to four (4) days of bereavement leave, if necessary, and to attend the funeral service, and will be compensated at their normal salary for the hours lost from their regular schedule, before or after the funeral, with the maximum of four (4) days allowance, if on pay status. If required to travel beyond the distance of 300 miles to attend services, two (2) additional days will be allowed. In the event that the employee is the personal representative of the deceased, they shall be allowed up to an additional three (3) days of bereavement leave. This time off shall not be deducted from accumulated sick leave or vacation. Bereavement Leave as described in this article, shall not exceed seven (7) days in total per occurrence.

The term "immediate family" is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. The City will honor specific requests for leave to attend the funeral of other family members upon consultation of the Human Resources department or designee., with the understanding that the employee will take the leave and request determination whether or not it is to be bereavement leave or vacation leave within ten (10) working days after their return from their absence.

ARTICLE 15 - SENIORITY

Section 1:

Employees shall complete the applicable probationary period before they become regular employees entitling them to seniority rights.

Section 2:

Seniority shall be computed using the adjusted employment date, subject to the applicable probationary period.

Section 3:

Classification seniority shall be recognized as follows:

- A. The supervisor shall recognize seniority in assignments of duties within a job class on a job site wherein the assignments change on a periodic basis; provided that, this provision does not apply to regular vacancies.
- B. Those employees having greater classification seniority shall be given preference in the selection of callouts and assignment of overtime. For the purpose of this section, classification seniority shall include the designated classification series listed in Addendum A. The list may be modified through the labor/management process.

Lists for call-outs and assignment of overtime shall be established at least annually in each department. Lists shall be established for each shift by classification and type of work comprised of all employees qualified to undertake the assignment. Placement on the list shall be by employee choice in seniority order, or if by management agreement, following a Union conducted majority vote of the affected individuals, a rotational system may be established.

- C. Projects or assignments with defined responsibilities which involve overtime shall be exempt from this provision when continuity provides specialized knowledge or training that is needed for the efficient performance of the work.

Section 4: Separation

Seniority shall terminate by the employee being discharged from service or by the employee voluntarily leaving the service of the City. Any employees laid off who are subsequently recalled shall be credited back with the seniority they had at the time they were laid off.

Section 5: Bumping Rights

It shall be understood and agreed that when there is a layoff or a reduction of force in a given position classification in a department, the person with the lowest seniority in that position classification will move to the next position classification to which their seniority and line of progression entitles him/her, displacing the person with the least seniority in that position classification. Similarly, this displaced person moves under the same procedure and so on until the excess person with the least seniority in a

position classification is laid off. The layoff procedure shall follow the employee's line of progression starting from their entry position classification. An employee bumping to a lower or equivalent position classification shall add their seniority in that position classification to any seniority in an equivalent or higher position classification(s) for seniority consideration in the lower or equivalent position classification. Although seniority can accumulate from a higher to a lower position classification or between two (2) equivalent position classifications following the line of progression, seniority cannot accumulate from a lower to a higher position classification. It is understood that employees in non-AFSCME positions shall be entitled to bumping rights but shall only be allowed to accumulate seniority, for this purpose, for time spent in bargaining unit classifications. Employees shall be given a minimum of ten (10) working days' notice of layoff and/or reduction in force.

Section 6: Seniority Rights

If an employee is reclassified, changes departments, or if the employee is transferred laterally, seniority will follow. This section is subject to Civil Service rules and regulations. Sick leave accrual, vacation accrual, and longevity will not be affected, but based on adjusted date of hire.

Section 7: Return to Work

For a period of two (2) years, an employee who has been laid off for lack of funds or work, will have the first right of refusal to fill a vacancy in order of their seniority in that classification, provided, that the person meets the same requirements that a newly hired employee would be required to meet and is subject to a background check covering the period of separation to the time of rehire.

Employees bumping to a different classification will be permitted to request an extension to remain on the rehire list in increments of one (1) additional year periods by notifying the Human Resources Department in writing prior to the expiration of their current eligibility.

Subsection A: The City will endeavor to return rehired employees to their original departments if they have been rehired into a department different than that from which they were laid off. The rehired employee will still retain seniority rights to return to their original department if a vacancy should occur.

Subsection B: Rehired employees may be subject to a pre-employment medical evaluation. Rehired employees in the Police Department and Prosecutor's Office will be subject to a polygraph examination.

Section 8: Five-day Posting

All bargaining unit position vacancies shall be posted in all City departments for five (5) working days prior to requesting a list of applicants from the Human Resources Department. Additionally, all laid off employees subject to recall shall receive notices of all open and competitive bargaining unit vacancies (both Civil Service and non-Civil Service) for a period of two years.

In considering candidates to fill vacant bargaining unit positions, hiring authorities will consider candidates in the following sequence:

- First consideration: Those laid off employees subject to recall who have previously established rights to the classification by virtue of successfully completing the applicable probationary period.

- Second consideration: Those interested employees who presently or have previously established rights to the classification by virtue of successfully completing the applicable probationary period.
- Third consideration: Those interested employees who presently are in the classification but do not yet hold rights to the classification.
- Fourth consideration: Those individuals who have been certified to the hiring authority from the current eligible register or through approved screening process.

ARTICLE 16 - CIRCULATION ASSISTANT I/SHELVERS

Section 1:

Circulation Assistant I/Shelvers perform a variety of tasks throughout the Library. Circulation Assistant I/Shelvers work is not seasonal in nature and for this reason the only limitation on employment duration is funding capacity and performance.

- A. Circulation Assistant I/Shelvers shall be compensated at the hourly rate schedule identified in Article 7 and Appendix 1. Step increases shall occur consistent with other regular part-time employees.
- B. Circulation Assistant I/Shelvers shall accrue holiday based on FTE status in Article 10, however sick leave, vacation time, longevity, and all other benefits on a pro-rated basis based on regular hours worked, with the exception of medical insurance (unless required by law), life insurance and accidental death and dismemberment coverage as outlined in Article 12. Circulation Assistant I/Shelvers shall be covered by all provisions of this Collective Bargaining Agreement, unless otherwise specified.
- C. The Library Director shall determine appropriate work shifts for Circulation Assistant I/Shelvers.

ARTICLE 17 - DAY LABORERS and INTERNS

Section 1:

Subject to the terms and conditions set forth below, the City and Union agree that the City shall have the right to employ day laborers and interns so long as said employment does not supplant full-time or regular part-time bargaining unit positions.

It is recognized and agreed that persons employed as day laborers and interns are not members of the bargaining unit and as such, except where specifically provided in this Agreement, shall not be subject to the terms and conditions of this Agreement. However, as a condition of the City employing day laborers and interns, the Union will require a reasonable work permit fee not to exceed twelve dollars (\$12.00) per pay period.

Section 2:

The term "Day Laborer" shall be defined as an employee performing bargaining unit work and occupying a position on less than a year around basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief, and other situations involving fluctuating staff. Seasonal peak workloads for all Departments shall be considered to be March 1st through November 30th. Seasonal peak workloads for Animal Services shall be considered to be April 1st – December 31st.

The term "intern" shall be defined as a High-school or post-secondary student currently enrolled in an accredited institution or bonified vocational or employment agency (Ex: Work Source) participating in a paid or unpaid internship. Interns may be paid to perform bargaining unit work for a specific assignment not to exceed four months or 1040 hours. The use of interns to perform bargaining unit work shall be limited to one term and non-consecutive. The intern must show proof of current enrollment at the time of the internship. If the internship occurs during the summer, the intern shall provide proof of summer or fall enrollment. The city shall provide all proof of all accreditation or applicable documentation to the Union upon hire.

Section 3: Term of Employment

- A. Except as provided otherwise herein, the City shall not employ day laborers in excess of six consecutive months. The City will not rehire a day laborer for a second six (6) month period unless at least four (4) months have elapsed since the end of the previous six (6) month period of employment as well as all other time and date requirements set forth.
- B. The parties agree that any person employed as a day laborer who is actively enrolled in an accredited high school or college and maintains a minimum of nine hours per week and provides enrollment documentation to the hiring department for each quarter or semester, shall not be subject to the four (4) month limitation above, so long as said person works no more than twenty (20) hours per week. If the student exceeds the twenty (20) hours, s/he shall be terminated and not rehired until four (4) months have elapsed. Additionally, the work permit fee for Student Day Laborers shall be eight dollars (\$8.00) per pay period.

Student Day Laborers may work during one off semester or quarter per year between academic enrollments provided that notification by the student is provided in writing and the Student Day Laborer was employed during the previous quarter or semester. The hours worked during the off semester or quarter shall not be limited to twenty (20) hours per week provided that the total hours worked in the calendar year shall not exceed 1040 hours.

- C. Recognizing the necessity to maintain on-going, continuous programs in the Parks Department, the parties agree that day laborers employed in Seasonal Parks positions may be employed up to nine (9) consecutive months in duration at pay range 01-008. Seasonal Parks positions may accrue holiday pay and vacation time on a pro-rated basis worked. Step increases, longevity, and vacation accrual will be based on 2080 hours of regular work. The number of Seasonal Day Laborers positions shall not exceed seventeen (17) in a calendar year. The City has the right to assign duties and shift schedules. Shift schedules will remain flexible. Seasonal Day Laborers are not entitled to out-of-class pay unless they are performing work associated with classifications compensated above range 01-015 that is beyond the scope of work contained within their applicable job description. Seasonal Day Laborers assigned to operate a vehicle requiring a Commercial Driver's License for two (2) or more hours shall be compensated at the 01-014 range. Seasonal Day Laborers assigned to apply any materials requiring a Washington State Public Pesticides Operator's License shall receive a five percent (5%) premium for all hours worked while applying such materials. A Seasonal Day Laborer may only be utilized during the aforementioned nine (9) month seasonal peak workload unless by mutual agreement of the parties.

Section 4: Hiring and Compensation of Day Laborers

- A. The Mayor or their designee shall have the sole discretion to hire and terminate all day laborers, with or without cause, and to establish the rate of pay for all day laborers, except those employed in the City Library or those employed in 9 month Seasonal Day Laborer Parks positions. The rate of pay for a day laborer shall not exceed the contractual rate for like work.
- B. In the case of day laborers employed in the Library, the Everett Library Board, together with the Library Director, shall establish the rate of pay for said employees.
- C. In establishing the rate of pay for all day laborers, emphasis shall be given to the qualifications, experience and background of the prospective employee, and the nature of the position which will be filled by the employee.
- D. All day laborers who are directed by their Department Head or duly appointed supervisor to work more than 40 hours in a calendar week, shall be paid at one-and-one-half times the employee's regular hourly rate. This section shall not be construed to entitle day laborers to any benefits or compensation set forth in Article 10 (with the exception of Seasonal Parks positions as outlined in 3.C. above).
- E. Except as specifically provided in this Article, day laborers shall not be entitled to any other compensation or benefits (including, but not limited to, holiday pay, vacation, sick leave or insurance), except as may be required by applicable law.

Section 5:

- A. The City will establish a monitoring system that will notify AFSCME and Department Heads monthly of each day laborer's remaining work time.
- B. The parties agree that generally no extensions for day laborers shall be allowed. On rare occasions and with special circumstances, the parties may enter a written agreement that would allow specific extensions on the aforementioned timelines.

- C. Day laborers will not supervise regular employees nor fill regular vacancies unless mutually agreed upon between the City and Union.

Section 6: Swim Center

In recognition of the year-round, non-seasonal nature of the activities of the Swim Center, the parties agree that the Swim Center shall be exempted from the supplanting language and the time limit provisions identified in Section 2. Although the time limit provisions shall not apply to positions, the time limit provisions and the applicable work permit fee shall apply to individuals. The parties also agree that the City will maintain a minimum of three (3) bargaining unit FTEs assigned to the Swim Center and that the ratio of day laborer hours to regular employee hours is not increased. That ratio is 6.92 day laborer hours for every hour worked by a regular full-time employee. The City will produce a report at the end of each calendar year showing the ratio of day laborer hours to regular employee hours and provide it to the Union.

In addition to the provisions in Section 3, Student Day Laborers employed by the Swim Center may not work more than twenty-five (25) hours per week.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1:

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

In the event an employee elects to file a challenge concerning their employment status in civil service or the city library, the employee shall have the option of pursuing the challenge through either civil service/library board or filing a grievance through the provisions of this Article but limited to one or the other. The employee may at their own discretion pursue the alleged grievance without the Union's participation through Step 1 (or Step 3 if it is a grievance submitted directly at Step 3) of the established grievance procedure identified below.

An employee who believes they have been aggrieved as defined above shall discuss the matter with a Union official before filing a grievance.

Any grievance filed as a class action grievance shall be reviewed, approved, and signed by the Union President, Union Vice-President, or Union Staff Representative.

Section 2:

Time periods between grievance steps may be extended by written mutual agreement of both parties. Working days, for the express purpose of this Article, are defined to be Monday through Friday, excluding holidays, Saturdays and Sundays.

Step 1: To be valid, a grievance must be submitted to the employee's immediate non-represented supervisor within ten (10) working days of the alleged event or occurrence which is the basis for the alleged grievance. Failure to file a grievance within this period shall be deemed as an absolute waiver of the right to file a grievance. The supervisor will submit a written grievance response within five (5) working days. In the event of termination, the grievance shall be filed directly with the Mayor or designee at Step 3.

Step 2: If the grievance was not settled at Step 1, it may be advanced by the Union to the Department Head or designee within five (5) working days of receipt of the Step 1 response. A grievance meeting may be held within ten (10) working days of receipt of the grievance, and a written grievance response will be given within five (5) working days of the meeting to the Union President, Union Vice-President and Union Staff Representative.

Step 3: If the Grievance was not settled at Step 2, it may be advanced by the Union to the Mayor or designee. It is agreed between the parties that the timeline for this step shall be within ten (10) working days, or until the 2nd Friday following the 2nd Thursday of the month (to allow the Union's Grievance Committee to review the grievance prior to advancement), whichever is later. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance response will be given within ten (10) working days of the meeting to the Union President, Union Vice-President and Union Staff Representative.

Step 4: If the grievance is not settled in accordance with the foregoing procedure at Step 3, the Union Grievance Committee and/or Executive Board or Employer, as the “moving party,” may refer the grievance to arbitration by providing a written notice for arbitration to the opposing party within thirty (30) working days after receipt of the City's response to Step 3. If the notice for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

Step 5: The moving party shall submit a request for arbitration to the American Arbitration Association requesting a list of seven (7) arbitrators residing and practicing in Washington and Oregon and proficient in public sector arbitration. This request must be made within six (6) months of the notice of appeal as specified in Step 4 or the right to arbitrate will be deemed as waived. The City and the Union, upon receipt of the list of arbitrators, shall meet and take turns striking names from the list until a sole name remains. That person shall be the arbitrator. A coin toss shall determine whether the City or the Union shall strike first. The arbitrator shall issue a decision within thirty (30) days after the close of the hearing. The cost of the arbitrator shall be borne equally by both parties and each party shall pay its respective representatives' or attorneys' fees. The decision of the arbitrator shall be final and binding.

The arbitrator shall render its decision solely based on the interpretation and application and provisions of this Agreement and shall address only those issues raised in the written grievance. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 3:

In the case of Library employees, the above Section 2, Steps 1, 2 and 5 shall apply. In Section 2, Steps 3 and 4, the Library Board shall respond instead of the Mayor.

ARTICLE 19 - SAVING CLAUSE - ORDINANCE

No ordinance granting any employee a benefit shall be changed during the term of this Agreement which would reduce the benefits to the employees particularly as it applies to provisions as written in the collective bargaining agreement.

ARTICLE 20 - DURATION

This Agreement shall be effective as of the 1st day of January 2025 and shall remain in full force and effect through the last day of December 2027. Any one Article may be opened during the period of the contract year if mutually agreed to by both parties; and, if agreement is not reached on the opened Article within thirty (30) days, the said Article will remain in force as written.

In witness whereof, the parties have set their hands on the day of , 2024.

CITY OF EVERETT

EVERETT MUNICIPAL EMPLOYEES
LOCAL NO. 113, AFSCME

CASSIE FRANKLIN, Mayor

JEFF JESMER, President

ATTEST

WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFL-CIO

MARISTA JORVE, City Clerk

ROGER MOLLER, Staff Representative

APPROVED AS TO FORM

ATTEST

DAVID HALL, City Attorney

CHRISTINE MAIR, Secretary

ADDENDUM A – CLASSIFICATION SENIORITY LIST

List of Classifications included in Classification Seniority:

- Circulation Assistant IV -> Circulation Assistant I
- Heavy Equipment Operator -> Equipment Operator
- Librarian II -> Librarian I
- SCADA/Telemetry Technician Lead -> SCADA/Telemetry Technician I
- Senior Signal Technician -> Traffic Signal Technician
- Utility Maintenance Technician III -> Utility Maintenance Technician I
- Water Pollution Control Operator III -> I
- Water Quality Control Operator II -> Water Quality Control Operator I
- Water Treatment Plant Operator III -> I

Revised as of 11.12.2024

ADDENDUM B – SAFETY BOOTS AND SHOES LIST
AFSCME Local 113

Legend: X = recommended for job class					
Occ	Title	Non Safety Toe ASTM 2892	(I/C) Impact and Compression Resistant ASTM F2413	(EH) Electrical Hazard Resistant	(SR) Slip Resistant
1535	Animal Care and Customer Service Assistant	X			X
1510	Animal Control Officer	X			X
1530	Animal Shelter Attendant	X			X
3000	Arborist		X	X	
1222	Assistant Buyer		X		X
3600	Assistant Inventory Control/Dispatch Technician		X	X	X
1260	Buyer		X		X
3610	Cement Finisher		X		
3640	Communications Technician		X	X	X
4210	Construction Inspector		X	X	
1945	Custodial Supervisor	X		X	X
1950	Custodian	X		X	X
3887	Electrical Safe Worker Program Administrator		X	X	
1960	Electrician		X	X	
4090	Encampment Response Supervisor		X		
4260	Engineering Technician		X		
4270	Engineering Technician Trainee		X		
4395	Environmental Technician		X		
3700	Equipment Operator		X		
3710	Equipment Service Worker		X	X	X
2145	Fire Apparatus/Equipment Mechanic		X	X	X
3685	Fleet Maintenance Supervisor		X	X	X
3690	Fleet Service Technician		X	X	X
4549	Fleet Support Specialist		X	X	X
3037	Golf and Athletic Supervisor		X		
3025	Golf and Grounds Equipment Technician		X		
3035	Golf Course Supervisor		X		
3020	Groundskeeper		X		

3720	Heavy Equipment Operator		X		
3040	Horticulturist		X	X	
3730	Industrial Waste Inspector		X	X	
3740	Inventory Control Technician		X	X	X
3050	Landscaper		X		
3018	Lead Groundskeeper		X		
3750	Lead Utility Serviceworker		X	X	
2370	Maintenance Mechanic		X	X	
3026	Maintenance Technician		X	X	
3080	Park Ranger I	X			
3095	Park Ranger Supervisor	X			
3105	Parks & Grounds Maintenance Supervisor		X	X	
3820	Plant/Pump Maintenance Mechanic		X	X	
1434	Procurement Specialist		X		
1432	Procurement Technician		X		
4082	Public Works Supervisor - Sewer/Drainage/Utilities		X		
4085	Public Works Supervisor - Streets		X		
4084	Public Works Supervisor - TSG/Utilities		X	X	
4083	Public Works Supervisor - Water/Utilities		X		
3090	Ranger II	X			
3875	SCADA/Telemetry Technician I		X	X	
3876	SCADA/Telemetry Technician II		X	X	
3877	SCADA/Telemetry Technician Lead		X	X	
2016	Security Officer	X			X
1436	Senior Procurement Specialist		X		
4410	Senior Signal Technician		X	X	
2445	Small Tool & Equipment Repair Technician		X	X	X
3725	Source Control Inspector		X		
3100	Structural Maintenance Supervisor		X		
2450	Supervisor I		X		
2460	Supervisor II		X		
3735	Surface Water Inspector		X		
4420	Traffic Electronic Technician		X	X	
4425	Traffic Electronic Technician Trainee		X	X	
4441	Traffic Operations Supervisor		X	X	
4430	Traffic Signal Electrician		X	X	
4435	Traffic Signal Technician		X	X	
4440	Traffic Technician		X	X	
3860	Transportation Maintenance Technician		X	X	

4070	Treatment Plant Operator-in-Training		X		
3210	Urban Forester		X		
3885	Utilities Electrician		X	X	
3878	Utilities Maintenance Technician I		X	X	
3879	Utilities Maintenance Technician II		X	X	
3880	Utilities Maintenance Technician III		X	X	
3900	Utility Laborer		X		
3920	Utility Service Worker		X		
3695	Vehicle Electronics Technician		X	X	X
4547	Vehicle Parts Storekeeper		X	X	X
1430	Warehouseworker		X		X
3940	Water Pollution Control Operator I		X		
3950	Water Pollution Control Operator II		X		
3960	Water Pollution Control Operator III		X		
3980	Water Quality Analyst	X			
3989	Water Quality Control Operator I		X	X	
3990	Water Quality Control Operator II		X	X	
4010	Water Quality Technician	X			
4020	Water Service Technician		X		
4040	Water Treatment Plant Operator I		X		
4050	Water Treatment Plant Operator II		X		
4060	Water Treatment Plant Operator III		X		
4080	Welder		X	X	X

Revised as of 12.17.2024

ADDENDUM C – INSTRUCTOR PAY TOPICS

Eligible Instruction Topics as of 11/12/2024

- Commercial Driver License
- CPR/First Aid/AED
- Temporary Traffic Control
- Riding Mowers and Tractors
- Elevating Work Platform
- Powered Industrial Trucks (Forklifts)
- Rigging & Signaling
- Washington State Flagger Certification

APPENDIX 1 – SCHEDULE OF WAGES

January 1, 2025

SCHEDULE OF WAGES

AFSCME 2025 SALARY TABLE - COLA 2%, MARKET 1.5%

Range #	Step A	Step B	Step C	Step D	Step E
01-001	3105	3265	3430	3604	3782
01-002	3265	3430	3604	3782	3970
01-003	3430	3604	3782	3970	4162
01-004	3604	3782	3970	4162	4377
01-005	3782	3970	4162	4377	4593
01-006	3970	4162	4377	4593	4827
01-007	4162	4377	4593	4827	5068
01-008	4377	4593	4827	5068	5316
01-009	4593	4827	5068	5316	5582
01-010	4827	5068	5316	5582	5857
01-011	5068	5316	5582	5857	6157
01-012	5316	5582	5857	6157	6471
01-013	5582	5857	6157	6471	6793
01-014	5857	6157	6471	6793	7129
01-015	6157	6471	6793	7129	7483
01-016	6471	6793	7129	7483	7855
01-017	6793	7129	7483	7855	8251
01-018	7129	7483	7855	8251	8669
01-019	7483	7855	8251	8669	9099
01-020	7855	8251	8669	9099	9554
01-021	8251	8669	9099	9554	10032
01-022	8669	9099	9554	10032	10534
01-023	9099	9554	10032	10534	11061
01-024	9554	10032	10534	11061	11614
01-025	10032	10534	11061	11614	12194
01-026	10534	11061	11614	12194	12804
01-027	11061	11614	12194	12804	13445

01-552*	16.85	17.51	18.37	19.29
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*Hourly Rate - Step A is Above 1/1/25 minimum
wage

Project title: Amendment No. 1 to the PSA with Consor for the 2024 Comprehensive Sewer Plan

Council Bill # *interoffice use*

Agenda dates requested:

12/18/24

Briefing

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☐ x No ☐

Budget amendment:

Yes ☐ x No ☐

PowerPoint presentation:

Yes ☐ x No ☐

Attachments:

PSA Amendment

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425.257.7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 2024 Comprehensive Sewer Plan

Partner/Supplier: Consor

Location: The City Sewer Service Area

Preceding action: PSA [4/07/2021](#)

Fund: 401 – Water and Sewer Utilities Fund

Fiscal summary statement:

The programmed available funding for the 2024 Comprehensive Sewer Plan is \$1,495,314.00.

Project summary statement:

A draft plan has been completed and is currently in SEPA review. No change in scope or fee are included with this Amendment.

Amendment No. 1 to the PSA with Consor for the 2024 Comprehensive Sewer Plan project, extends the contract end date to 12/31/2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the PSA with Consor extending the contract end date to 12/31/2025.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Conсор, Inc.
City Project Manager	Amie Campbell
	acampbell@everettwa.gov
Original Agreement Date	4/12/2021

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	1,495,314.00
	Compensation Added (or Subtracted) by this Amendment	0
	Maximum Compensation Amount After this Amendment	1,495,314.00

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	NA
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Adam Schuyler

Signer's Email Address:

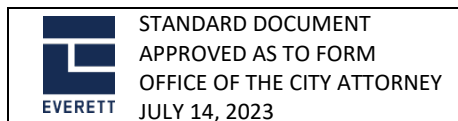
Adam.Schuyler@consoreng.com

Date

Title of Signer: Senior Vice President

ATTEST

Office of the City Clerk



Project title: Agreement No. WQC-2025-EverPW-00038 with the Washington State Department of Ecology

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed 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

Consideration: Agreement No. WQC-2025-EverPW-00038

Project: Riverpoint Outfall Replacement – Design Phase

Partner/Supplier: Washington State Department of Ecology (Ecology)

Location: Several

Preceding action: None

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

The programmed available funding for the design phase of this project is \$50,000.

The funding source for the design phase of this project will be a WA State Department of Ecology grant (WQC-2025-EverPW-00038) in the amount of \$42,500 and local matching funds in the amount of \$7,500 from Fund 401 – Water & Sewer Utility.

The department will continue to pursue grant funding from the WA State Department of Ecology for the construction phase of the project.

Project summary statement:

The Riverpoint Outfall Replacements Project involves the replacement of two stormwater outfalls to the Snohomish River in the vicinity of Railway Avenue, including the addition of a water quality treatment facility at one of the outfalls.

This is a Water Quality Combined Financial Assistance Agreement with Ecology that provides funding for design of the water quality treatment facility.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Agreement No. WQC-2025-EverPW-00038 with Ecology for Riverpoint Outfall Replacement-Design Phase.



Agreement No. WQC-2025-EverPW-00038

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF EVERETT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Everett, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Riverpoint Outfall Replacement
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$42,500.00
Recipient Share:	\$7,500.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	01/31/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Snohomish River through design and future construction of stormwater pretreatment and treatment devices near the South Outfall in the Riverpoint area in the City of Everett. When constructed, this project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus.

Project Long Description:

Under this agreement, the RECIPIENT will design pretreatment and treatment devices to treat stormwater runoff from the Riverpoint area in the City of Everett before it enters Snohomish River. Land uses in the Riverpoint Area consist mostly of light industrial and commercial operations. Untreated stormwater currently drains into a roadside ditch north of Railway Avenue near Everett Avenue and flows into a 12-inch corrugated metal pipe that discharges to the Snohomish River. During wet weather and high tides, water from the Snohomish River backs up behind the existing outfall pipe

Agreement No: WQC-2025-EverPW-00038
Project Title: Riverpoint Outfall Replacement
Recipient Name: City of Everett

and floods Railway Avenue.

The Snohomish River is not currently on Washington's 303(d) List for impaired designated uses. The shoreline of Snohomish River is a Category 2 riverine wetland. The RECIPIENT will delineate the wetland impact area and obtain all necessary permits prior to constructing the project.

The RECIPIENT will design improved local conveyance and a treatment system consisting of a pretreatment device to collect trash and large debris and a treatment device that will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus. The design will include replacing the existing 12-inch pipe with a 42-inch pipe to accommodate 100-year storm events. The new 42-inch pipe will bypass high flows around the treatment device and a new 12-inch pipe will direct water to the treatment device. An in-line check valve will act as a tide gate to prevent backflow into the new system. The design will also include a new outfall and a rock energy dissipation pad to prevent scouring at the outfall. The contributing area for the project is approximately 45 acres.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-EverPW-00038
Project Title: Riverpoint Outfall Replacement
Recipient Name: City of Everett

RECIPIENT INFORMATION

Organization Name: City of Everett

Federal Tax ID: 91-6001248
UEI Number: LVPSLN4A2LF6

Mailing Address: 3200 Cedar St.
Everett, Washington 98201

Physical Address: 3200 Cedar St.
Everett, Washington 98201

Organization Email: sbridge@everettwa.gov
Organization Fax: (425) 257-8945

Contacts

Agreement No: WQC-2025-EverPW-00038

Project Title: Riverpoint Outfall Replacement

Recipient Name: City of Everett

Project Manager	Emily Coba Associate Engineer 3200 Cedar St. Everett, Washington 98201 Email: ecoba@everettwa.gov Phone: (425) 257-8889
Billing Contact	Mi Young Lee Financial Analyst 3200 Cedar St. Everett, Washington 98201 Email: mlee@everettwa.gov Phone: (425) 257-8922
Authorized Signatory	Angelique Thompson Capital Program Fund Manager 3200 Cedar St. Everett, Washington 98201 Email: aathompson@everettwa.gov Phone: (425) 257-8922

Agreement No: WQC-2025-EverPW-00038
Project Title: Riverpoint Outfall Replacement
Recipient Name: City of Everett

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Lisa Rodgers</p> <p>PO Box 330316 Shoreline, Washington 98133-9716 Email: lro461@ecy.wa.gov Phone: (425) 229-5512</p>
Financial Manager	<p>Xavier Gilbert Stormwater Project Financial Specialist</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: XGIL461@ecy.wa.gov Phone: (564) 669-1942</p>
Technical Advisor	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State Department of Ecology	City of Everett
By: _____	By: _____
Vincent McGowan, P.E. Water Quality Program Manager	Angelique Thompson Capital Program Fund Manager
Date	Date

Template Approved to Form by
Attorney General's Office

Cassie Franklin

MayorDate

Tim Benedict

Deputy City AttorneyDate

Marista Jorve

City ClerkDate

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$2,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Recipient Task Coordinator: Emily Coba, EIT - Associate Engineer

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$5,000.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

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Project Title: Riverpoint Outfall Replacement

Recipient Name: City of Everett

Cultural and Environmental Review, and Permitting**Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$42,500.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Guidance.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit preliminary GIS polygon data for the contributing basin(s) and the BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance for more information.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

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The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project shapefiles, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$500.00

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
4.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG250146

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP

Funding Effective Date: 07/01/2024

Funding Type: Grant

Funding Expiration Date: 01/31/2026

Funding Source:

Title: SFAP-SFY25

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 15%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 2,000.00
Cultural and Environmental Review, and Permitting	\$ 5,000.00
Design Plans and Specifications	\$ 42,500.00
Project Close Out	\$ 500.00

Total: \$ 50,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 7,500.00	\$ 42,500.00	\$ 50,000.00
Total		\$ 7,500.00	\$ 42,500.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at:
<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2025-EverPW-00038
Project Title: Riverpoint Outfall Replacement
Recipient Name: City of Everett

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2025-EverPW-00038
Project Title: Riverpoint Outfall Replacement
Recipient Name: City of Everett

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Project title: Professional Services Agreement with HWA Geosciences, Inc., for Geotechnical Services on the Riverpoint Outfall Replacements Project

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA

Department(s) involved:

Public Works, Admin

Contact person:

Grant Moen

Phone number:

425-257-8947

Email:

gmoen@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Professional Services Agreement (PSA)

Project: Riverpoint Outfall Replacements Project

Partner/Supplier: HWA Geosciences, Inc., WA State Department of Ecology

Location: Riverpoint Outfalls at Railway Ave.

Preceding action: N/A

Fund: Fund 401 – Water & Sewer Utility Fund

Fiscal summary statement:

The programmed available funding for the design phase of the project is \$50,000.

The funding source for the design phase of this project will be a WA State Department of Ecology grant (WQC-2025-EverPW-00038) in the amount of \$42,500 and local matching funds in the amount of \$7,500 from Fund 401 – Water & Sewer Utility.

The department will continue to pursue grant funding from the WA State Department of Ecology for the construction phase of the project.

Project summary statement:

The Riverpoint Outfall Replacements Project involves the replacement of two stormwater outfalls to the Snohomish River in the vicinity of Railway Avenue, including the addition of a water quality treatment facility at one of the outfalls.

This professional service agreement with HWA Geosciences, Inc. will provide geotechnical field explorations and geotechnical engineering design services for this project for a contract amount not to exceed \$43,638.00.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with HWA Geosciences, Inc., for Geotechnical Services for the Riverpoint Outfall Replacements Project.



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	HWA Geosciences, Inc.
	21312 30th Dr SE, Suite 110
	Bothell, WA 98021
	sbrodahl@hwageo.com
City Project Manager	Emily Coba
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	ecoba@everettwa.gov
	Geotechnical services for the Riverpoint Outfall Replacements project.
Completion Date	December 31, 2025
Maximum Compensation Amount	\$43,638.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Wendy Christeson
	206-441-6300
	Wendy.christeson@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Additional Provisions	The suggested clauses from the Washington Department of Ecology attached as <u>Exhibit C</u> are all incorporated into this Agreement. In the event of difference or conflict between <u>Exhibit C</u> and other parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.

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), the attached method of compensation (Exhibit B), and the attached Ecology clauses (Exhibit C).

**CITY OF EVERETT
WASHINGTON**

HWA GEOSCIENCES, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Sandy Brodahl

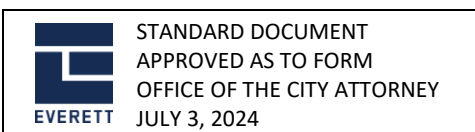
Signer's Email Address: sbrodahl@hwageo.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

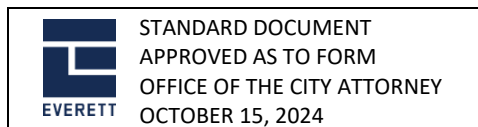


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

November 7, 2024
HWA Project No. 2024-P272-21

City of Everett Public Works Department
3200 Cedar St
Everett, Washington 98201

Attention: Emily Coba, EIT

Subject: **Geotechnical Engineering Scope of Work
Riverpoint Outfall Replacement
Everett, Washington**

Dear Ms. Coba:

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this proposed scope and budget for geotechnical services associated with the Riverpoint Outfall Replacement Project in Everett, Washington. This scope of work is based on our understanding of the project and our conversations with the City.

GEOTECHNICAL SERVICES SCOPE

The proposed work will include the following tasks:

PROJECT MANAGEMENT:

- **Project Setup:** HWA will initiate the project and set up billing information in support of invoicing throughout the project.
- **Project Management:** HWA will provide project management including communications and coordination with the design team. HWA will provide task management to all geotechnical related aspects of the project. HWA will correspond with the design team in the form of meetings, emails, and telephone calls, as necessary.
- **Invoice Generation and Processing:** HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project.
- **Design Team Coordination Meetings:** HWA will attend up to two (2) meetings, each 1 hour in duration. Up to two geotechnical Consultant staff will attend each coordination meeting.

FIELD EXPLORATIONS:

- **Collect and Review Available Geotechnical Data:** HWA will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and HWA library.
- **Perform Geotechnical Site Reconnaissance and Mark Utility Locates:** HWA will conduct a geotechnical site reconnaissance of the project area. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program. While on site, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA assumes load/unload and travel to site requires 1 hour in each direction.
- **Plan Geotechnical Field Exploration Program:** HWA will plan and coordinate the geotechnical exploration program for the project. The exploration program will consist of pushing two cone penetrometer tests (CPT), one at each outfall location, advanced to a depth of 100 to 125 feet below ground surface to provide data for design of the proposed improvements. The planning efforts include coordination with subcontractor and the City of Everett.
- **Generate Exploration Work Plan Memorandum:** HWA will prepare a Geotechnical Work Plan Memoranda, which will include a project specific Health and Safety Plan, for the proposed field work. The work plan will be submitted to the design team and appropriate jurisdictions for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work. HWA assumes traffic control measures will not be needed for conducting the exploration work. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the required permits will be provided at no cost to HWA.
- **Conduct Geotechnical Explorations:** HWA will conduct 1 day of CPT testing consisting of a total of 2 CPT explorations, one at each outfall location, to assess the subsurface soil and groundwater conditions. The proposed CPT tests will be advanced to a depth of 100-125 feet or the practice refusal of the equipment whichever is shallower. All CPT tests will be conducted within the Right-of-Way of the City of Everett or on private properties within the proposed project area, in coordination with the City. The City will provide all necessary permits for the exploration work, including street-use permits, right-of-way permits, right-of-entry permits, and temporary construction easements (if required), at no cost to HWA.

HWA assumes conducting the proposed CPT tests will take 1 mobilization and 1 working day to complete and the work will NOT require traffic control flaggers.

Each of the above-described geotechnical explorations will be logged by an HWA geotechnical engineer or geologist.

GEOTECHNICAL ENGINEERING DESIGN SERVICES:

- **Evaluate Geotechnical Field and Laboratory Data:** Based on the CPT test results on selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- **Develop Geologic Cross-Sections:** HWA will construct two geologic cross-sections, one at each outfall location, as needed, for the project. The cross-sections will show near surface soil conditions and will be provided in a geotechnical report.
- **Generate Seismic Design Parameters:** Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Road and Bridge.
- **Slope Stability and Liquefaction Analyses and Recommendation:** HWA will conduct stability and liquefaction analyses for the proposed improvement and provide geotechnical recommendations for design and construction of the proposed outfalls.
- **HWA QA/QC:** All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team.
- **Prepare Draft Geotechnical Engineering Report:** HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the explorations and testing including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features and summary exploration logs. The report will also include the results of our engineering analyses and provide geotechnical recommendations for the proposed improvements.
- **Respond to Geotechnical Related Review Comments:** HWA will provide written responses to all review comments. The written responses shall be provided in the form of emails to the design team.
- **Prepare Final Geotechnical Engineering Report:** HWA will prepare a final geotechnical engineering report for the project once review comments are provided.
- **Geotechnical Plan and Specification Review:** HWA will collaborate with the design team to verify that the geotechnical engineering requirements are properly incorporated into the plans and specifications.

DELIVERABLES:

- Monthly status reports and invoices
- Subsurface Exploration Work Plan Memorandum
- Draft and Final Geotechnical Engineering Report

ASSUMPTIONS:

- No geotechnical data report or baseline report will be generated as part of this work.
- All costs are estimated and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
- Site reconnaissance is limited to observation of existing topography and features; no excavation or subsurface exploration will be conducted during site reconnaissance.
- The City will provide all necessary permits for the exploration work, including street-use permit, right-of-way permits, right-of-entry permits, and temporary construction easements (if required), at no cost to HWA.
- CPT locations will be located using handheld GPS and/or measurement from existing known features.
- Utility locates, via the One-Call Utility Locate Center will be comprehensive and accurate enough to allow reliable and safe location for explorations. Vacuum extraction of CPT locations is not included.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions.
- HWA assumes no coring will not be required prior to pushing the proposed.
- No Phase 1 or Phase 2 Environmental Site Assessment will be completed by the HWA.
- All CPT test conducted through the pavement will be patched with quick drying cement or Aquaphalt. Saw cutting of the pavement or hot mix asphalt patches will not be completed.
- The CPT test locations will be surveyed by others.
- All field works will be accomplished during normal daylight workdays and hours, with at least a minimum of 8 hours available per day.
- Neither site specific PSHA nor site specific response analyses are included in this scope.
- Pavement investigation and pavement design is not part of this scope of work.

November 7, 2024
HWA Project No. 2024-P272-21



Thank you again for the opportunity to provide this proposal for geotechnical engineering services for this project. Should you have any questions regarding this proposal, or require additional services, please contact us at your convenience.

Sincerely,

HWA GEOSCIENCES INC.

Handwritten signature of Ali Sirjani in black ink.

Ali Sirjani, P.E.
Geotechnical Engineer

Handwritten signature of Donald Huling in black ink.

Donald Huling
Geotechnical Engineer, Principal

Enclosures:

Project Cost Estimate.

Project Cost Estimate
Riverpoint Outfall Replacement
Geotechnical Engineering Services
Everett, Washington



HWA Ref: 2024-P272-21
Task:
Date: 04-Oct-24
Prepared By: AS/DJH

Proposed Scope of Work:
See Scope Document

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2024 HOURLY RATES									TOTAL HOURS	TOTAL AMOUNT
	Principal IX A. Sugar \$98.00	Engr. VIII D. Huling \$94.00	Engr. V A. Sirjani \$61.50	Engr. IV W. Rosso \$53.00	Geol. VI N. Kapise \$53.00	Geol. IV S. Pemble \$52.00	CAD C. Fry \$34.00	Contracts V. Babko \$50.00	Admin Murphy \$35.00		
PROJECT MANAGEMENT											
Project Setup			1					1		2	\$112
Project Task Management		3	4							7	\$528
Invoice Generation and Processing			5					5		10	\$558
Design Team Meetings		2	2							4	\$311
FIELD EXPLORATIONS											
Collect and Review Available Geotechnical Data			6							6	\$369
Perform Geotechnical Site Reconnaissance and Mark Utility Locates						4				4	\$208
Plan Field Exploration Program			2							2	\$123
Generate Exploration Work Plan Memorandum			2			8				10	\$539
Conduct Geotechnical Explorations						10				10	\$520
GEOTECHNICAL ENGINEERING DESIGN SERVICES											
Evaluate Geotechnical Field and Laboratory Data		1	2	2						5	\$323
Develop Geologic Cross-Section		2	2	6			6			16	\$833
Generate AASHTO Seismic Design Parameters		1	1	4						6	\$368
Slope Stability and Liquefaction Analyses and Recommendation		2	4	8						14	\$858
HWA QA/QC	1	4								5	\$474
Prepare Draft Geotechnical Engineering Report		6	16	8			4		1	35	\$2,143
Respond to Review Comments		2	6							8	\$557
Prepare Final Geotechnical Engineering Report	1	4	8				2		1	16	\$1,069
Conduct Plan and Specification Review	10	2	4		4					20	\$1,626
DIRECT SALARY COST (DSC):	12	29	65	28	4	22	12	6	2	180	\$11,518

ESTIMATED DIRECT EXPENSES:

Mileage @ IRS rate (3 visits)	\$100
CPT Subcontractor	\$7,000
TOTAL DIRECT EXPENSES:	\$7,100

PROJECT TOTALS AND SUMMARY:

Direct Salary Cost (DSC)	\$11,518
OH @ 1.8724*DSC	\$21,565
Profit at 30% DSC	\$3,455
Total Labor	\$36,538
Direct Expenses	\$7,100
GRAND TOTAL:	\$43,638

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C
ECOLOGY CLAUSES**



WASHINGTON STATE DEPARTMENT OF ECOLOGY

WATER QUALITY COMBINED FUNDING

INSERT FOR ALL SERVICES FOR

STATE-FUNDED PROJECTS

The following clauses are suggested to be incorporated into contracts for all services receiving state financial assistance from the Washington State Department of Ecology's Water Quality Combined Funding Program.

Compliance with State and Local Laws

The service provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Department of Ecology. The Washington State Department of Ecology's logo must be on all signs and documents. Logos will be provided as needed.

Accessibility

Public-facing documents produced under this agreement shall be accessible to the RECIPIENT's best ability. This recommendation applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

Access To the Work Site and To Records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three years after the final audit.

Funding Provision

Partial funding of this project is being provided through the Washington State Department of Ecology. In the event that Ecology's funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the contract may be amended.

Copyright to Documents

The Department of Ecology retains a copyright to any documents produced and data collected under this agreement. The Department retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents. The Department can authorize others to use the data or documents for federal, state, or local government purposes.

Project title: Amendment No. 3 to the Agreement Between the City of Everett and Snohomish County Superior Court for Jury Management Services

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment No. 3

Department(s) involved:

Legal, Municipal Court

Contact person:

David Hall

Phone number:

425-257-8624

Email:

dhall@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: Jury Management Services

Partner/Supplier : Snohomish County Superior Court

Location:

Preceding action: [2017 Agreement](#), [2019 Amendment No. 1](#), [2022 Amendment No. 2](#)

Fund: 003/Legal

Fiscal summary statement:

This amendment makes no changes to expenditures or budget.

Project summary statement:

In 2017, the City entered into an agreement with the Snohomish County Superior Court to provide jury management services to the Everett Municipal Court. In December 2019, Amendment No. 1 was approved which increased the number of jurors provided by the Superior Court from 13 to 18. In December 2022, Amendment No. 2 was approved which extended the term of the agreement from December 31, 2022, to December 31, 2024.

The City and the Superior Court desire to extend the term of the agreement to December 31, 2026, by entering into Amendment No. 3.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 3 to extend the term of the agreement between the City of Everett and Snohomish County Superior Court for jury management services to December 31, 2026.

**AMENDMENT NO. 3
AGREEMENT BETWEEN
CITY OF EVERETT AND SNOHOMISH COUNTY SUPERIOR COURT
FOR JURY MANAGEMENT SERVICES**

This Amendment No. 3 is dated for reference purposes December 31, 2024. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“Everett”) and the Snohomish County Superior Court, a State of Washington Superior Court in and for Snohomish County (“Superior Court”).

RECITALS

Everett and the Superior Court are parties to an Agreement for Jury Management Services effective July 15, 2017, as amended by Amendment No. 1 dated on or about December 2, 2019, and by Amendment No. 2 dated for reference purposes December 31, 2022 (as amended, the “Agreement”). Everett and the Superior Court desire to extend the term of the Agreement.

AGREEMENT

Everett and the Superior Court agree as follows:

1. Section 8 of the Agreement is modified so that the Agreement shall remain in effect through December 31, 2026, unless terminated as provided in Section 9 of the Agreement. This extension is effective regardless of the dates of the parties’ signatures on this Amendment.
2. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.
3. This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution of this Amendment by a party shall be legally valid and effective by (i) executing a paper copy, (ii) execution by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email or otherwise in pdf format or other electronically scanned format.

[remainder of page blank; signatures on following page]

**CITY OF EVERETT
WASHINGTON**

By: _____
Cassie Franklin, Mayor

Date

ATTEST:

Office of the City Clerk

**SNOHOMISH COUNTY SUPERIOR
COURT**

Signature: _____
Andrew Somers, Court Administrator

Project title: PSA Amendment to continue grant writing and support contract.

Council Bill # interoffice use

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Keller Partners Professional
Services Agreement
Amendment

Department(s) involved:

Administration

Contact person:

Jennifer Gregerson

Phone number:

Email:

jgregerson@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Grant writing contract

Partner/Supplier: Keller Partners

Location:

Preceding action: Approval of original PSA: [1/10/24](#)

Fund:

Fiscal summary statement:

This professional services agreement adds a one-year extension and is for a not to exceed amount of \$85,000. It is anticipated to support many successful grant awards.

Project summary statement:

The City has contracted with Keller Partners since July 31, 2023 for grant writing support, as well as advocacy efforts for grants. Staff propose to contract for a full year, after this initial six month relationship.

Keller Partners' team provides support to city issue experts, including full grant writing, grant review, advice on grant requirements and grant award advocacy at federal, state and other levels such as for private foundation grants.

Examples of work under way with Keller Partners include:

- Successful receipt of Law Enforcement Mental Health and Wellness Grant of \$187,204
- Successful receipt of Washington Electric Vehicle Charging Program grant for EV chargers at both Library branches for \$444,000
- Supported submission and appeal of results for Clean Buildings Early Adopter Incentive Program to support South Precinct HVAC improvements
- Submitted two Connecting Housing to Infrastructure grants for \$1,000,000 each in support
- Submitted federal grant (\$20,000,000) and supported submittal of state grant (approximately \$6,700,000, currently ranked first for consideration by the state legislature in the 2025 session) for Fire Training Facility on the waterfront.
- Reviewed staff work on the PRO Housing Grant submittal
- Supporting staff work preparing a federal transportation grant for the Everett Point Industrial Center (EPIC) Bridge for approximately \$4,000,000 for design
- Reviewed staff work for a public charging infrastructure grant

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the amendment to the Professional Services Agreement with Keller Partners.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Keller Partners
City Project Manager	Jennifer Gregerson
	jgregerson@everettwa.gov
Original Agreement Date	1/1/2024

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$85,000
	Compensation Added (or Subtracted) by this Amendment	\$85,000
	Maximum Compensation Amount After this Amendment	\$170,000

Changes to Scope of Work	<p>Scope of Work is not changed by this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Amendments	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

KELLER PARTNERS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Tom Keller

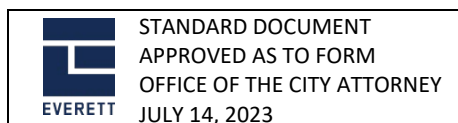
Signer's Email Address: tkeller@kellerpartnersco.com

Title of Signer: Managing Principal

Date

ATTEST

Office of the City Clerk



Project title: Professional Services Agreements for On-Call Surveying Services

Council Bill #

Project: Professional Services Agreements for On-Call Surveying Services

Partner/Supplier: Multiple Surveying Firms

Location: Citywide

Preceding action: Previous Agreements, last approved [12/21/2022](#)

Fund: Multiple Funds

Agenda dates requested:

Briefing

Proposed action

Consent 12/18/24

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Proposed Agreements

Department(s) involved:

Public Works, Legal

Contact person:

Tom Hood

Phone number:

425.257.8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

The individual agreements are limited to \$200,000 over the life of the proposed agreements which expire on December 31, 2026. The funding for each surveying services agreement (by task order) is the responsibility of the assigning department and the cost will be a part of each capital project requiring surveying services.

Project summary statement:

The Public Works Department maintains a roster of pre-qualified, pre-contracted surveying firms to provide on-call surveying services. Past practice necessitated individual departments and project managers to contract for surveying services on a single project basis, which was time consuming. Costs could vary throughout the construction season and occasionally firms were not available.

The current roster expires on December 31, 2024, and will need to be updated for the 2025 and 2026 operating years. City Departments needing surveying services will have access to the on-call roster. Funding for each project is the responsibility of the tasking Department and becomes a cost of the capital project requiring service.

The pre-qualified surveying firms selected from the Municipal Research and Services (MRSC) roster are as follows:

- 1 Alliance Geomatics
- Bush, Roed & Hitchings, Inc.
- David Evans & Associates, Inc.
- Metron & Associates, Inc.
- Otak, Inc.
- Pacific Surveying & Engineering
- Reid Middleton

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreements for 2025/2026 On-Call Surveying services with 1 Alliance Geomatics, Bush, Roed & Hitchings, Inc., David Evans & Associates, Inc., Metron & Associates, Inc., Otak, Inc., Pacific Surveying & Engineering, and Reid Middleton.



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	1 Alliance Geomatics
	1261A 120th Avenue NE Bellevue, WA 98005
	Brian.Blevins@1-alliance.com
City Project Manager	Tom Hood
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Elizabeth Daba
	213-689-0065
	Elizabeth.Daba@lockton.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

1 ALLIANCE GEOMATICS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brian Blevins

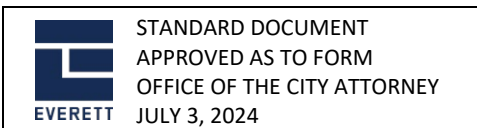
Signer's Email Address: Brian.Blevins@1-alliance.com

Title of Signer: Area Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

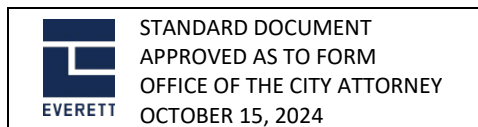


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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



City of Everett On-Call Proposed Rates
1 Alliance Geomatics (EVRT22-143)
2025-2026 Rate Sheet

Position/Classification	2025 Hourly Rate	2026 Hourly Rate
Principal Surveyor	\$290.00	\$305.00
Project Manager	\$180.00	\$189.00
Project Surveyor	\$159.00	\$167.00
CADD 5	\$112.00	\$117.00
Tech 5	\$128.00	\$134.00
Tech 4	\$115.00	\$120.00
Tech 3	\$105.00	\$110.00
Tech 1	\$87.00	\$91.00
Administrative Support/Admin	\$155.00	\$163.00
Mileage – Per mile	IRS Rate	IRS Rate



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Bush, Roed & Hitchings
	15400 SE 30th Pl., Suite 100 Bellevue, WA 98007
	dakinb@brhinc.com
City Project Manager	Tom Hood
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Annie Jennens
	425-740-5214
	Annamaria.jennens@alliant.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

BUSH, ROED & HITCHINGS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Dakin Bell

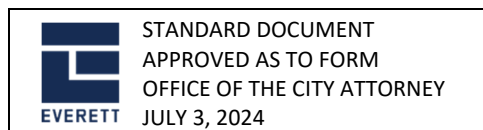
Signer's Email Address: dakinb@brhinc.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

11. **Insurance.**

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

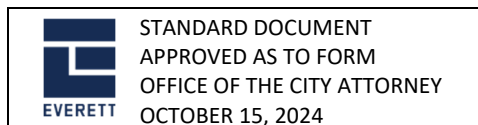


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

**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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	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.

BUSH, ROED & HITCHINGS, INC.

Standard Schedule of Charges and General Conditions – City of Everett - Effective to December 31, 2026

FEE SCHEDULE

Clerical	100/Hr.	Principal (PE, PLS)	306/Hr.
Research Technician	132/Hr.	Expert Witness (PE, PLS)	372/Hr.
Utility Locator	119/Hr.	1 Person Field Crew	133/Hr.
Survey Coordinator	146/Hr.	2 Person Field Crew	229/Hr.
Survey CAD Technician	137/Hr.	3 Person Field Crew	315/Hr.
Engineering CAD Technician	137/Hr.	Overtime	1.50 X Rates
Engineering CAD Designer	163/Hr.		
Sr. Engineering CAD Designer	186/Hr.	DIRECT NON-SALARIED COSTS	
Design Engineer (EIT)	149/Hr.	Vehicle Per Diem Charge	\$37 /Day
Project Engineer (PE)	163/Hr.	Mileage	Current IRS Rate
Project Manager	193/Hr.	Job Related Expenses	Cost Plus 15%
Sr. Project Manager (PE, PLS)	201/Hr.	Non-Account Related Prints	\$50 Minimum
Principal Project Manager (PE, PLS)	244/Hr.	Non-Account Related Data File Transfer	\$100 Minimum
		Per Diem – Personnel	Current IRS Rate

Payment Terms

Invoices will be submitted once per month and are payable upon receipt. Accounts remaining unpaid after 60 days will be subject to a 1.5% service charge per month. Collection fees including liens and attorney's fees, as may be required, will be added to the account.

Right-of-Entry and Boundary Line Location

Client will furnish right-of-entry for BRH to make surveys. Client shall furnish a description of the property where boundary lines are to be established. BRH assumes no liability for the establishment of actual lines of ownership other than as described and certified as such by a title insurance company. BRH will not be responsible for indicating easements, covenants, and restrictions of record on surveys unless furnished with a current title insurance report. At the request of the Client BRH will obtain a report from a title insurance company at Client's expense.

Utility Locations

When retained to locate utilities, BRH will depend upon utility agency records where verification by field location is not possible. BRH assumes no liability for the accuracy of records or locations provided by others.

General and Automobile Liability Insurance

BRH, Inc. maintains General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile Liability and Property Damage Insurance is maintained with combined single limits of \$1,000,000.

Professional Liability

BRH maintains professional liability insurance for losses arising directly from its negligent acts, errors or omissions with limits of \$2,000,000 per occurrence and in the aggregate.

Service Agreement

It is BRH policy to negotiate and execute a Service Agreement setting forth actual scope of work, fees, payment terms, and general conditions prior to commencing services.

Date: October 24, 2024



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	David Evans & Associates
	1620 W Marine View Drive, Suite 200 Everett, WA 98201
	gjla@deainc.com
City Project Manager	Tom Hood
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lockton Companies
	816-960-9000
	kcasu@lockton.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

DAVID EVANS & ASSOCIATES

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Gil Laas

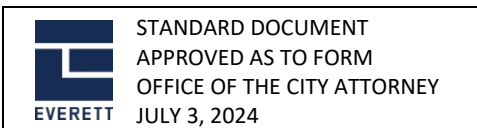
Signer's Email Address: gjla@deainc.com

Title of Signer: Associate Vice President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

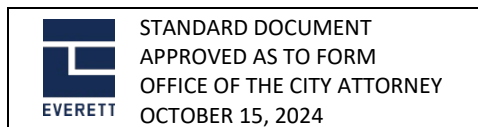


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

**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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	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.



DAVID EVANS
AND ASSOCIATES INC.

PUGET SOUND REGION 2025/2026 SURVEY and GEOMATICS HOURLY RATES

(Effective Date January 01, 2025 – December 31, 2026)

PROFESSIONAL CLASSIFICATION

HOURLY BILLING RATE

ADMINISTRATIVE

Project Accountant.....	\$115 - \$155
Administrative Assistant.....	\$110 - \$145
Project Coordinator.....	\$110 - \$150

SURVEYING and GEOMATICS

Survey Manager	\$220 - \$270
Project Surveyor	\$180 - \$240
Survey Analyst	\$160 - \$190
Office Survey Technician	\$115 - \$170
Party Chief	\$125 - \$190
Field Survey Technician	\$90 - \$115
GIS Analyst.....	\$135 - \$180
Remote Pilot	\$130 - \$190
Flight Operations Manager	\$200 - \$240

NON-LABOR EXPENSES

Static 3-D Laser Scanner	\$590.00 per day
Mobile Mapping System	\$5,000.00 per day
sUAS Tier 1 Inspection.....	\$100.00 per day
sUAS Tier 2 Mapping	\$500.00 per day
sUAS Tier 3 HD Sensor / RTK Aircraft	\$900.00 per day
sUAS LIDAR	\$3,500.00 per day
Mileage	Current IRS Rate
Per Diem: Meals / Lodging	Current GSA Rate
Other Expenses	Cost plus 10%



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Metron & Associates, Inc.
	307 N. Olympic Blvd. #205 Arlington, WA 98223
	teb@metrongis.com
City Project Manager	Tom Hood
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	CLC
	clcnorthwest@leavitt.com
	(800) 726-8771
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

METRON & ASSOCIATES, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Thomas E. Barry

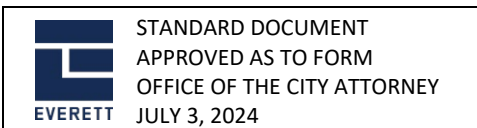
Signer's Email Address: teb@metrongis.com

Title of Signer: Senior Principal Land Surveyor

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

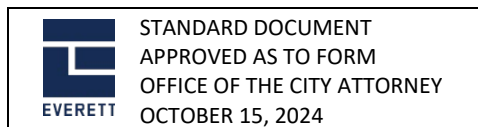


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

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

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

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

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

Exhibit B.1

Metron and Associates, Inc. 2025-2026

CITY OF EVERETT- On Call Land Surveying and Mapping Services

Discipline or Job Title		2025	2026
1	Three Person Crew	350.00	370.00
2	Two Person Crew	275.00	290.00
3	Land Surveyor in Training (LSIT)	175.00	185.00
4	Senior PLS	225.00	235.00
5	Junior PLS	200.00	210.00
6	Technician - AutoCAD	175.00	185.00
7	Administrative Support	85.00	85.00
8	Professional Engineer (PE)	N/A	N/A
9	Laser Scanner (UAV Photogrammetry)	300.00	320.00
10	Mileage - per mile (IRS Rate)	0.67	0.70

Prepared by: Thomas E. Barry Date: 11/5/2024



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Otak, Inc.
	2828 Colby Avenue, Suite #401 Everett, WA 982001
	nico.vanderhorst@otak.com
City Project Manager	Tom Hood
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	thood@everettwa.gov
Brief Summary of Scope of Work	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Alison Blaser, Greyling Insurance Brokerage
	(770) 927-8388
	alison.blaser@greyling.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

OTAK, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Nico Vanderhorst

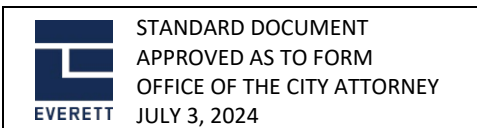
Signer's Email Address: nico.vanderhorst@otak.com

Title of Signer: Senior Vice President

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

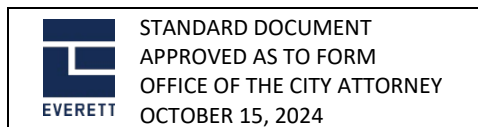


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	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.

#	Discipline or Job Title	2025 Hourly Rates
1	Three Person Crew (3-Person /GPS)	
	Survey Crew Chief III	139.00
	Survey Crew Chief II	115.00
	Survey Crew Chief I	99.00
	Survey Field Tech III	88.00
2	Two Person Crew (2-Person/RTK/Robotic)	
	Survey Crew Chief III	139.00
	Survey Field Tech III	88.00
	Survey Field Tech II	84.00
	Survey Field Tech I	69.00
3	One Person Crew (1-Person/RTK/Robotic)	
	Survey Crew Chief III	139.00
4	Land Surveyor in Training (LSIT)	
	Survey Office Technician IV	141.00
	Survey Office Technician III	136.00
	Survey Office Technician II	115.00
	Survey Office Technician I	103.00
5	Senior PLS	
	Sr. PIC/PLS Sr. Manager	308.00
	PIC/PLS Sr. Manager	261.00
	Professional Land Surveyor V	215.00
	Professional Land Surveyor IV	185.00
6	Junior PLS	
	Professional Land Surveyor III	170.00
	Professional Land Surveyor II	158.00
	Professional Land Surveyor I	147.00
7	Technician - AutoCAD	
	Engineering Designer V	137.00
	Engineering Designer IV	127.00
	Engineering Designer III	124.00
	Engineering Designer II	114.00
	Engineering Designer I	106.00
	Engineering Technician VII	170.00
	Engineering Technician VI	147.00
	Engineering Technician V	129.00
	Engineering Technician IV	123.00
	Engineering Technician III	107.00
	Engineering Technician II	90.00
	Engineering Technician I	74.00
8	Administrative Support	
	Graphics Specialist	130.00
	Project Coordinator III	155.00
	Project Coordinator II	145.00
	Project Coordinator I	128.00
	Project Admin Assist	107.00
9	Professional Engineer (PE)	
	Sr. PIC/Sr. PM Civil	308.00
	PIC/Sr. PM Civil	298.00
	Civil Engineer X	232.00
	Civil Engineer IX	223.00
	Civil Engineer VIII	200.00
	Civil Engineer VII	188.00
	Civil Engineer VI	174.00
	Civil Engineer V	164.00
	Civil Engineer IV	157.00
	Civil Engineer III	148.00
	Civil Engineer II	136.00
	Civil Engineer I	127.00
10	Laser Scanner (UAV Photogrammetry)	
	Survey Crew Chief III	139.00
	Survey Crew Chief II	115.00
	Survey Crew Chief I	99.00
	Survey Field Tech III	88.00
	Survey Field Tech II	84.00
	Survey Field Tech I	69.00
11	Mileage - per mile at IRS Rate	IRS Rate

#	Discipline or Job Title	2026 Hourly Rates
1	Three Person Crew (3-Person /GPS)	
	Survey Crew Chief III	144.00
	Survey Crew Chief II	119.00
	Survey Crew Chief I	102.00
	Survey Field Tech III	91.00
2	Two Person Crew (2-Person/RTK/Robotic)	
	Survey Crew Chief III	144.00
	Survey Field Tech III	91.00
	Survey Field Tech II	87.00
	Survey Field Tech I	71.00
3	One Person Crew (1-Person/RTK/Robotic)	
	Survey Crew Chief III	144.00
4	Land Surveyor in Training (LSIT)	
	Survey Office Technician IV	146.00
	Survey Office Technician III	141.00
	Survey Office Technician II	119.00
	Survey Office Technician I	107.00
5	Senior PLS	
	Sr. PIC/PLS Sr. Manager	319.00
	PIC/PLS Sr. Manager	261.00
	Professional Land Surveyor V	215.00
	Professional Land Surveyor IV	191.00
6	Junior PLS	
	Professional Land Surveyor III	176.00
	Professional Land Surveyor II	164.00
	Professional Land Surveyor I	152.00
7	Technician - AutoCAD	
	Engineering Designer V	142.00
	Engineering Designer IV	131.00
	Engineering Designer III	128.00
	Engineering Designer II	118.00
	Engineering Designer I	110.00
	Engineering Technician VII	176.00
	Engineering Technician VI	152.00
	Engineering Technician V	134.00
	Engineering Technician IV	127.00
	Engineering Technician III	111.00
	Engineering Technician II	93.00
	Engineering Technician I	77.00
8	Administrative Support	
	Graphics Specialist	135.00
	Project Coordinator III	160.00
	Project Coordinator II	150.00
	Project Coordinator I	132.00
	Project Admin Assist	111.00
9	Professional Engineer (PE)	
	Sr. PIC/Sr. PM Civil	319.00
	PIC/Sr. PM Civil	308.00
	Civil Engineer X	240.00
	Civil Engineer IX	231.00
	Civil Engineer VIII	207.00
	Civil Engineer VII	195.00
	Civil Engineer VI	180.00
	Civil Engineer V	170.00
	Civil Engineer IV	162.00
	Civil Engineer III	153.00
	Civil Engineer II	141.00
	Civil Engineer I	131.00
10	Laser Scanner (UAV Photogrammetry)	
	Survey Crew Chief III	144.00
	Survey Crew Chief II	119.00
	Survey Crew Chief I	102.00
	Survey Field Tech III	91.00
	Survey Field Tech II	87.00
	Survey Field Tech I	71.00
11	Mileage - per mile at IRS Rate	IRS Rate



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Pacific Surveying & Engineering, Inc.
	909 Squalicum Way, Suite 111
	Bellingham, WA 98225-2077
	anelson@psurvey.com
City Project Manager	Tom Hood
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	thood@everettwa.gov
	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Andrew Olive
	360-671-9995
	aolive@coastalig.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

PACIFIC SURVEYING & ENGINEERING, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Adam Nelson

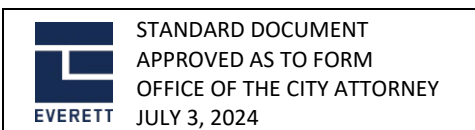
Signer's Email Address: anelson@psurvey.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

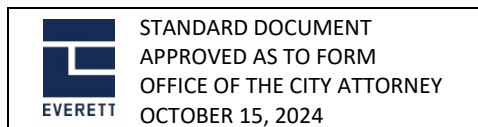


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	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.

2025-2026 On-Call Survey Roster - hourly rates

#	Discipline or Job Title	2025 Hourly Rates
1	Three Person Crew (3-Person /GPS)	305.00
2	Two Person Crew (2-Person/RTK/Robotic)	240.00
3	One Person Crew (1-Person/RTK/Robotic)	175.00
4	Land Surveyor in Training (LSIT)	155.00
5	Senior PLS	200.00
6	Junior PLS	180.00
7	Technician - AutoCAD	125.00
8	Administrative Support	110.00
9	Professional Engineer (PE)	200.00
10	Laser Scanner (UAV Photogrammetry)	285.00
11	Mileage - per mile	IRS Rate

#	Discipline or Job Title	2025 Hourly Rates
12	Three Person Crew (Prevailing Wage)	475.00
13	Two Person Crew (Prevailing Wage)	365.00
14	One Person Crew (Prevailing Wage)	280.00

#	Discipline or Job Title	2026 Hourly Rates
1	Three Person Crew (3-Person /GPS)	310.00
2	Two Person Crew (2-Person/RTK/Robotic)	245.00
3	One Person Crew (1-Person/RTK/Robotic)	180.00
4	Land Surveyor in Training (LSIT)	160.00
5	Senior PLS	205.00
6	Junior PLS	185.00
7	Technician - AutoCAD	130.00
8	Administrative Support	115.00
9	Professional Engineer (PE)	205.00
10	Laser Scanner (UAV Photogrammetry)	290.00
11	Mileage - per mile at IRS Rate	IRS Rate

#	Discipline or Job Title	2026 Hourly Rates
12	Three Person Crew (Prevailing Wage)	490.00
13	Two Person Crew (Prevailing Wage)	380.00
14	One Person Crew (Prevailing Wage)	295.00



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Reid Middleton
	728 134th Street SW #200
	Everett, WA 98204-5322
	rmccabe@reidmiddleton.com
City Project Manager	Tom Hood
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	thood@everettwa.gov
	On-call surveying services to be utilized by City Departments on an as-needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$200,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Wendy Christeson
	206-441-6300
	wendy.christeson@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

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**

REID MIDDLETON, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: William R. McCabe

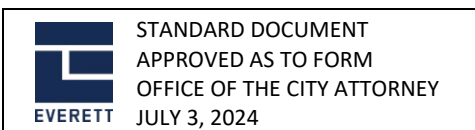
Signer's Email Address: rmccabe@reidmiddleton.com

Title of Signer: Survey Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.101524)

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

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

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

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

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

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** 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. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW (such as, for

example, potholing or drilling for geotechnical investigations), all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

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. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party 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.101524)**

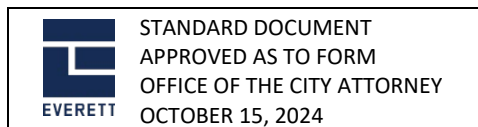


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

2025-2026 On-Call Surveying Services

1. The Contractor agrees to furnish the service of a licensed professional land surveyor (PLS) and appropriate technical/survey field personnel to provide on-call survey services for the City as defined by the Task Assignment Scope of Services.
2. The survey crew shall work on an “as Required” basis only, as determined by the City’s Project Manager or Construction Engineer. If the Contractor is not in a position to provide the survey crew at the time requested by the City, the Contractor may decline the request without prejudice.
3. Prior to mutual acceptance of a task assignment, the Contractor will prepare a written itemized cost estimate for the requested services. This cost estimate shall include all field hours, travel expenses, office time, and associated recording fees as appropriate to the task.
4. The survey crew shall be supervised by a licensed PLS and shall coordinate with Project Manager or Construction Engineer, as required, to ensure all required surveying in the task assignment is performed as requested by the City.
5. All survey drawings, notes, cross sections, and profiles shall be provided in Autodesk “.DWG” format, in accordance with the most recent edition of the City of Everett “Standards Manual for Civil CAD and Graphics.” Civil 3D AEC objects such as surfaces, shall be delivered in their native format.
6. The Surveyor shall schedule and meet with the City Engineering Resources Manager prior to beginning any survey work to establish site access, survey Datum, currently Washington State Plane – North Zone – US Survey feet, horizontal control and monumentation, required standards, and electronic delivery method. This meeting is required for each task assignment.
7. PDF file formatted to print full size at 22” x 34” and digitally signed.
8. Other survey deliverables typically include:
 - a. Point file in “.csv” format that include point #, northing, easting, elevation, and description (PNEZD).
 - b. Land XML files if Autodesk format was not used to generate the surface.
 - c. Digital terrain model file (e.g. DTM, DEM, etc.) generated from the assigned work.

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
Surveying and related tasks as shown in Exhibit B.1	Rates as shown in Exhibit B.1
Reimbursable Expenses: Parking and Meals	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.

#	Discipline or Job Title	2025 Hourly Rates
1	Three Person Crew (3-Person /GPS)	297.50
2	Two Person Crew (2-Person/RTK/Robotic)	237.30
3	One Person Crew (1-Person/RTK/Robotic)	173.60
4	Land Surveyor in Training (LSIT)	171.95
5	Senior PLS	277.75
6	Junior PLS	190.60
7	Technician - AutoCAD	118.10
8	Administrative Support	148.15
9	Professional Engineer (PE)	312.50
10	Laser Scanner (UAV Photogrammetry)	\$250 per hour
11	Mileage - per mile	IRS Rate

#	Discipline or Job Title	2026 Hourly Rates
1	Three Person Crew (3-Person /GPS)	312.40
2	Two Person Crew (2-Person/RTK/Robotic)	249.20
3	One Person Crew (1-Person/RTK/Robotic)	182.30
4	Land Surveyor in Training (LSIT)	180.50
5	Senior PLS	291.60
6	Junior PLS	200.10
7	Technician - AutoCAD	124.00
8	Administrative Support	155.50
9	Professional Engineer (PE)	328.15
10	Laser Scanner (UAV Photogrammetry)	\$250 per hour
11	Mileage - per mile at IRS Rate	IRS Rate

Project title: PSA Amendment for Public Works Emergency Preparedness

Council Bill #

Project: Public Works Emergency Preparedness

Partner/Supplier: Perteet

Location: N/A

Preceding action: Original Contract – [08.10.2022](#)

Fund: 401 – Water & Sewer Utility Fund

Agenda dates requested:

Briefing

Proposed action

Consent 12/11/24

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Amendment No. 1
2025 Rate Sheet

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:**Fiscal summary statement:**

This amendment makes no changes to the expenditures or budget.

Project summary statement:

Perteet will continue to provide consultant services to support Public Works staff in improving the Public Works Emergency Program through program plan expansion, department training, and grant applications.

Amendment No. 1 extends the terms of the existing Professional Services Agreement between the City and Perteet, Inc. to December 31, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Perteet, Inc., for Emergency Preparedness Program support to revise the original contract expiration.

Initialed by:

RLS

Department head

Administration

Council President



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Perteet, Inc.
City Project Manager	Sierra Magnuson
	smagnuson@everettwa.gov
Original Agreement Date	8/15/2022

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	Enter other changes to the Agreement, if any.
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

Perteet, Inc.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Crystal Donner

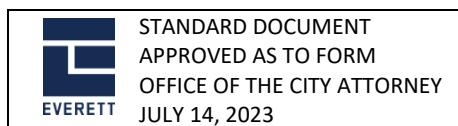
Signer's Email Address: crystal.donner@perteet.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk





PERTEET

Schedule of 2025 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2025 Hourly Rate</u>
Principal	394.00
Director	341.00
Senior Associate	289.00
Senior Engineer/Manager	252.00
Lead Engineer/Manager	210.00
Engineer III	184.00
Civil Designer II	163.00
Civil Designer I	142.00
Senior Planner/Cultural Resources Manager	200.00
Lead Planner/Manager	184.00
Cultural Resources Specialist III	163.00
Cultural Resources Specialist II	147.00
Cultural Resources Specialist I	121.00
Planner III	173.00
Planner II	163.00
Planner I	116.00
Sr. Environmental Scientist/Manager	205.00
Lead Environmental Scientist/Manager	189.00
Environmental Scientist III	158.00
Environmental Scientist II	137.00
Environmental Scientist I	116.00
Lead Technician/Designer	163.00
Technician III	147.00
Technician II	116.00
Technician I	95.00
Contract Administrator	158.00
Accountant	158.00
Graphics Specialist	158.00
Clerical	131.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

PerTeet's Hourly Rates are subject to change each year on January 1st.



PERTEET

Schedule of 2025 Billing Rates

Page 2

Direct Expenses

Rate

Living & travel expenses outside of service area	Cost plus 10%
Authorized Subconsultants	Cost plus 10%
Outside Services (printing, traffic counts, etc.)	Cost plus 10%
Mileage	@ current federal rate

Construction Classifications

2025 Hourly Rate

Construction Director	368.00
Construction Supervisor	315.00
Construction Engineering Manager	257.00
Senior Construction Manager	263.00
Construction Manager	247.00
Assistant Construction Manager	210.00
Construction Engineer III	189.00
Construction Specialist II	168.00
Construction Specialist I	142.00
Senior Construction Observer	236.00
Construction Observer III	173.00
Construction Observer II	121.00
Construction Observer I	110.00
Senior Office Engineer	200.00
Senior Construction Technician	189.00
Construction Technician III	173.00
Construction Technician II	158.00
Construction Technician I	121.00

Project title: Dedication of Easement for Right of Way Purposes for Portions of Sharon Crest and Tulalip Avenues on Reservoir 2 Utility Property

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Dedication of Easement
for Right of Way Purposes

Department(s) involved:
Real Property
Public Works
Legal

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Dedication of Easement

Partner/Supplier: N/A

Location: Reservoir 2 Utility Property

Preceding action: 1973 Easement for Edwards Ave.

Fund: N/A

Fiscal summary statement: None.

Project summary statement: The City's Reservoir 2 property is a 45-acre parcel owned for many decades by the City for utility purposes.

Three City rights of way exist on the Reservoir 2 property: Edwards Avenue, near the southern edge of the property; a portion of Tulalip Avenue, generally near the eastern edge of the property; and a portion of Sharon Crest Avenue, generally bisecting the property. These streets have functioned as public rights of way for as long as can be remembered, with the City's streets department maintaining them.

An easement for right of way purposes was granted to the public by the City for Edwards Avenue in 1973. Either because of administrative oversight or because of mis-docketing by the County Auditor many years ago, the companion easement for Tulalip Avenue and Sharon Crest Avenue has not been located.

This missing easement from the public record can create glitches in title for properties that use Tulalip Avenue or Sharon Crest Avenue for access. The purpose of this Council item is to fix this by again dedicating/recording an easement again for Tulalip Avenue and Sharon Crest Avenue as public right of ways. Once recorded, this easement document will serve as confirmation of rights of way that already exist for public record purposes. Accordingly, this action contains no exchange of the money between City funds or any other financial impact.

Recommendation (exact action requested of Council):

Approve and authorize execution of dedication of Easement for Right of Way purposes for portions of Sharon Crest and Tulalip Avenues on reservoir 2 utility property in substantially the form provided.

When Recorded, Return to:

City of Everett
802 E. Mukilteo Blvd, Bldg. #100
Everett, WA 98201
Attn: Real Property Manager

DEDICATION OF EASEMENT FOR RIGHT OF WAY PURPOSES

Grantor(s):	CITY OF EVERETT
Grantee:	CITY OF EVERETT
Legal Description (abbreviated):	
Assessor's Tax Parcel ID #:	29053000300800
Reference Nos. of Documents Released or Assigned:	N/A

This Dedication of Easement for Right of Way Purposes (this “***Dedication***”) concerns the portions of Tulalip Avenue and Sharon Crest Avenue located on the property owned by the City of Everett (the “***City***”) described on **Exhibit A** attached hereto (the “***Property***”).

RECITALS

A. The Property has been held by the City for utility purposes for many decades. The City's Reservoir No. 2 is located on the Property.

B. Three City rights of way exist on the Property: Edwards Avenue, near the southern edge of the Property; a portion of Tulalip Avenue, generally near the eastern edge of the Property; and a portion of Sharon Crest Avenue, generally bisecting the Property.

C. The above-named rights-of-way have been rights-of-way for many decades, open to the public and with the City's streets department maintaining them.

D. An easement for right of way purposes was granted to the public by the City for Edwards Avenue in 1973 by the Easement recorded under Snohomish County Auditor's recording

number 2317081. Either because of administrative oversight or because of mis-docketing many years ago, the companion easement for Tulalip Avenue and Sharon Crest Avenue has not been located.

E. The purpose of this Dedication is to re-dedicate a right-of-way easement for public record purposes right for the portions of Tulalip Avenue and Sharon Crest Avenue located on the Property. This dedication is more aptly a “rededication” because it is only a confirmation and repetition of a dedication that occurred decades ago but specific written record of which cannot be located.

F. This Dedication was approved by the Everett City Council in open public meeting on _____, 2024.

DEDICATION

The City hereby again dedicates, grants and conveys to the public an easement for City of Everett right-of-way purposes for the portions of Tulalip Avenue and Sharon Crest Avenue located on the Property.

[signatures on following pages]

DATED this ____ day of _____, 202__.

GRANTOR CITY OF EVERETT:

Signature:_____

Printed Name: Cassie Franklin

Title: Mayor

ATTEST

Office of the City Clerk

Accepted for Right of Way Purposes:

CITY OF EVERETT, a municipal corporation
of the State of Washington

Signature:_____

Name: Darcie Byrd

Title: Assistant Real Property Manager

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF SNOHOMISH _____

}

ss.

This record was acknowledged before me on _____, 2024, by Cassie Franklin
as Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission Expires _____

EXHIBIT A

CITY OF EVERETT WATER RESERVIOR #2

LEGAL DESCRIPTION FOR INGRESS, EGRESS AND UTILITIES ALONG EXISTING ACCESS ROADS

A 30.00 feet wide easement for ingress, egress and utilities, over, under, across and through, that portion of the Northeast Quarter of the Southwest Quarter, Section 30, Township 29 North, Range 5 East, W.M., lying south of 35th Street, as shown on the Plat of Everett Division H Replat of Blocks 830 and 831, in accordance with the plat thereof, as recorded in Volume 9 of Plats, page 68 , records of Snohomish County, Washington and lying west of Tulalip Ave, as shown on Prospect Heights Addition to Everett, in accordance with the plat thereof, as recorded in Volume 8 of Plats, at page 20, records of said county, being 15.00 feet on each side of the following described centerline;

Commencing at the Northeast corner of the Southwest Quarter of said Section 30; thence North 89°34'06" West, along the north line thereof, a distance of 702.68 feet to a point on the west margin of Tulalip Ave, as shown on said Plat of Prospect Heights Addition to Everett; thence North 89°34'06" West, along said north line, a distance of 90.11 feet to the centerline of an existing access road, being the True Point of Beginning of the herein described centerline; thence following the centerline of the existing access road the following courses and distances;

Thence South 0°39'35" West, a distance of 30.98 feet;

Thence Southeasterly, along a curve to the left, having a central angle of 48°54'19", a radius of 125.00 feet, an arc distance of 106.69 feet to a point of reverse curvature;

Thence Southerly, along a curve to the right , having a central angle of 22°35'28", a radius of 172.47 feet, an arc distance of 68.00 feet to a point of compound curve;

Thence southerly, along a compound curve to the right, having a central angle of 35°21'00", a radius of 102.75 feet, an arc distance of 63.39 feet;

Thence South 9°41'44" West, a distance of 93.41 feet;

Thence Southwesterly, along a curve to the right, having a central angle of 43°19'57", a radius of 230.00 feet, an arc distance of 173.93 feet;

Thence South 53°01'21" West, a distance of 138.93 feet;

Thence Westerly, along a curve to the right, having a central angle of 9°56'02" , a radius of 250.00 feet, an arc distance of 43.34 feet to a point hereinafter referred to as "Point A";

Thence continue westerly, along said curve to the right, having a central angle of 9°56'16", a radius of 250.00 feet, an arc distance of 43.36 feet;

Thence South $72^{\circ}53'38''$ West, a distance of 41.04 feet;

Thence Westerly, along a curve to the right, having a central angle of $37^{\circ}06'32''$, a radius of 150.00 feet, an arc distance of 97.15 feet;

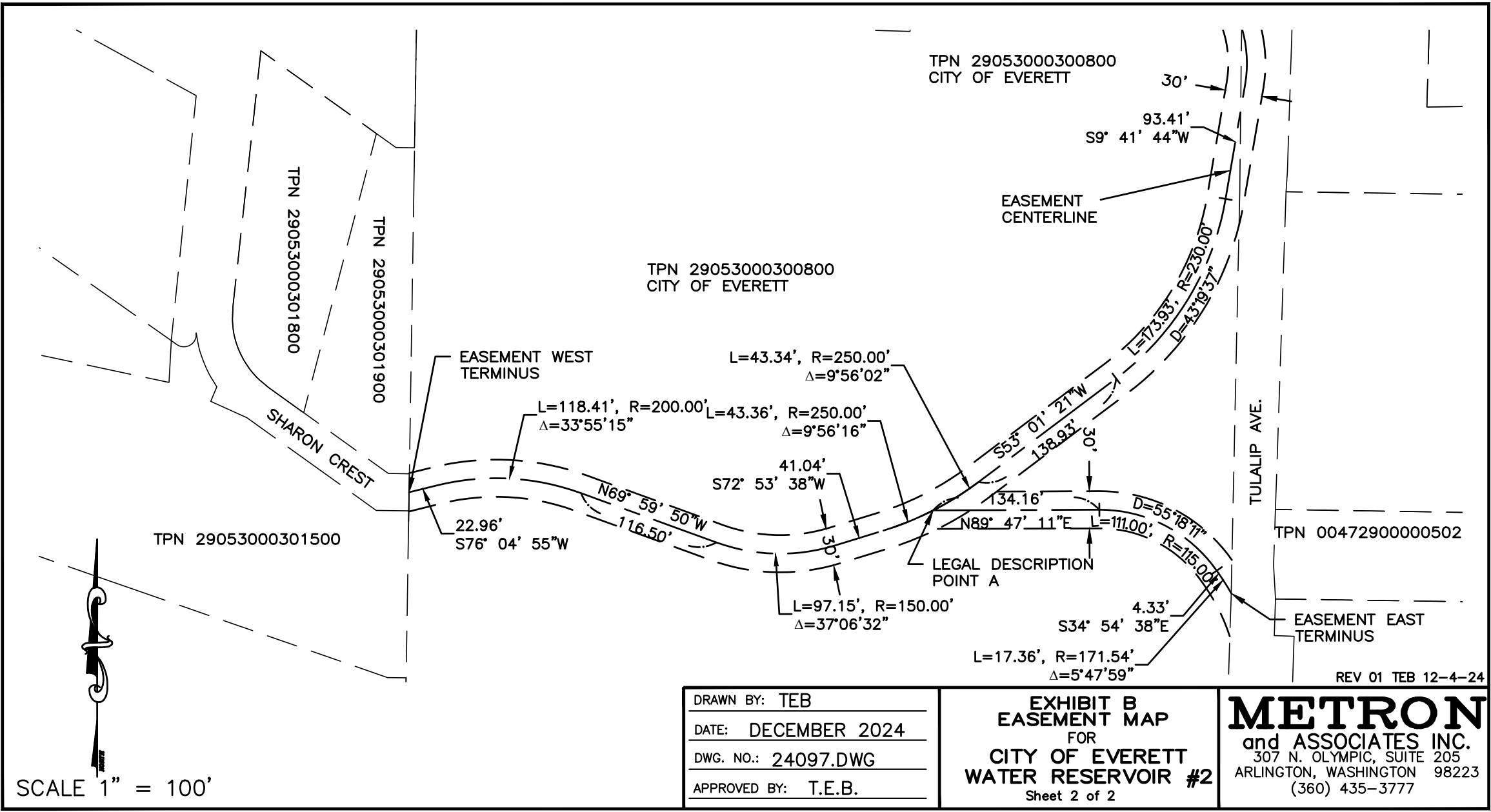
Thence North $69^{\circ}59'50''$ West, a distance of 116.50 feet;

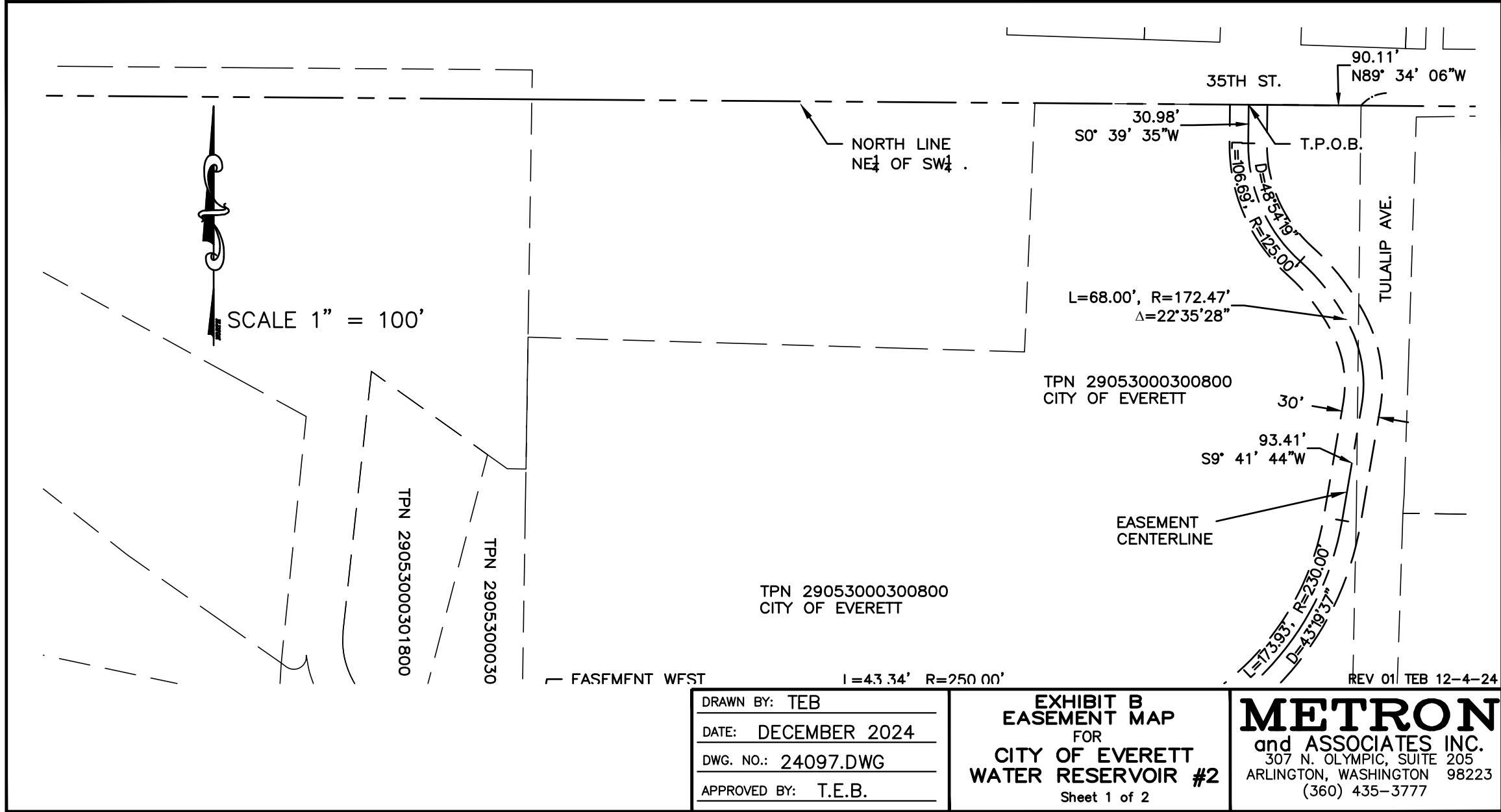
Thence Northwesterly, along a curve to the left, having a central angle of $33^{\circ}55'15''$, a radius of 200.00 feet, an arc distance of 118.41 feet;

Thence South $76^{\circ}04'55''$ West, a distance of 22.96 feet to a point on the East line of that certain "Record Map of Boundary Adjustments" for the Estate of Howard S. Bargreen, as recorded under Auditors File No. 9207205001, records of said county, said point being the centerline of the "Access and Utility Easement" as shown on said Auditors File No. 920720500, and said point being the westerly terminus of the herein described centerline.

Together with a 30.00 feet wide easement for ingress, egress and utilities, over, under, across and through, that portion of the Northeast Quarter of the Southwest Quarter, Section 30, Township 29 North, Range 5 East, W.M., being 15.00 feet on each side of the following described centerline;

Beginning at the hereinbefore described "Point A"; thence North $89^{\circ}47'11''$ East, a distance of 134.16 feet; thence Southeasterly, along a curve to the right, having a central angle of $55^{\circ}18'11''$, a radius of 115.00 feet, an arc distance of 111.00 feet; thence South $34^{\circ}54'38''$ East, a distance of 4.33 feet; thence Southeasterly, along a curve to the right, having a central angle of $5^{\circ}47'59''$, a radius of 171.54 feet, an arc distance of 17.36 feet to the West Line of Tulalip Ave, as shown on the Plat of Hillcrest Addition to Everett, in accordance with the plat thereof, as recorded in Volume 10 of plats, at page 92, records of said county and the Easterly terminus of the herein described centerline.





DRAWN BY: TEB
DATE: DECEMBER 2024
DWG. NO.: 24097.DWG
APPROVED BY: T.E.B.

EXHIBIT B
EASEMENT MAP
FOR
CITY OF EVERETT
WATER RESERVOIR #2
Sheet 1 of 2

METRON
and ASSOCIATES INC.
307 N. OLYMPIC, SUITE 205
ARLINGTON, WASHINGTON 98223
(360) 435-3777

Project title: Authorize the Mayor to sign Amendment #1 for the Professional Services Agreement with Shiels Oblatz Johnsen Inc. (SOJ)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Professional Service Agreement Amendment #1

Department(s) involved:
Administration Economic Development

Contact person:
Scott Pattison

Phone number:
425-257-7111

Email:
spattison@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Everett Stadium Project

Partner/Supplier: Shiels Oblatz Johnsen Inc. (SOJ)

Location: City Of Everett

Preceding action: Professional Services Agreement approved [11/8/2023](#)

Fund: Fund 145

Fiscal summary statement:

On November 8, 2023, the City Council approved the Professional Services Agreement with Shiels Oblatz Johnsen, Inc. (SOJ) for \$344,400. This agreement was intended to cover the environmental review, site evaluation, project development, and early design phases throughout 2023 and 2024.

This amendment will add \$457,986 to the SOJ agreement to support the tasks below. This cost is offset by savings from the Environmental Impact Statement work completed by Environmental Science Associates, which came in \$280,000 under budget thanks to the support from SOJ and city staff.

Project summary statement:

SOJ will manage, coordinate, and assist the city with development of the Project, including the following tasks:

- Procurement of and contract negotiations with the Progressive Design-Build (PDB) team with the City and their legal counsel
- Negotiations with private partners, including the Everett AquaSox and United Soccer League (USL), with the City and their legal counsel.
- Development of project scope with the PDB team, the city and their partners/tenants
- Development of funding plans/financial plans for construction and long-term operations with the city and their financial partners
- Site assembly and acquisition of real property with the City and their legal counsel
- Development and tracking of project schedule with the PDB team.
- Development and tracking of project budget with the city.
- Development of design deliverables including Concept Design and Program, Schematic Design, Design Development, Construction Documents, and cost estimates by the PDB team.
- Stakeholder engagement plan with the city.
- Permitting strategy and implementation with the PDB team
- The City and Project Manager may add/modify scope and tasks as needed.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Shiels Oblatz Johnsen, Inc. in the amount of \$457,986.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Shiels Oblatz Johnsen, Inc.
City Project Manager	Scott Pattison
	spattison@everettwa.gov
Original Agreement Date	12/6/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$344,400.00
	Compensation Added (or Subtracted) by this Amendment	\$457,986.00
	Maximum Compensation Amount After this Amendment	\$802,386.00

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.	
	This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.	
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.	

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

Shiels Oblatz Johnsen, Inc.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Tong

Signer's Email Address: bradt@sojsea.com

Title of Signer: Managing Partner

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 14, 2023

EXHIBIT A
AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK)

SOJ will provide project management services for the Everett Outdoor Multipurpose Stadium Project, as directed by the City of Everett (City) and as described below.

Design and Permitting Phase of the Project (2025)

SOJ will manage, coordinate and assist the City with development of the Project, including the following tasks:

- Procurement of and contract negotiations with the Progressive Design-Build (PDB) team with the City and their legal counsel
- Negotiations with private partners, including the Everett AquaSox and United Soccer League (USL), with the City and their legal counsel
- Development of project scope with the PDB team, the City and their partners/tenants
- Development of funding plans/financial plans for construction and long-term operations with the City and their financial partners
- Site assembly and acquisition of real property with the City and their legal counsel
- Development and tracking of project schedule with the PDB team
- Development and tracking of project budget with the City
- Development of design deliverables including Concept Design and Program, Schematic Design, Design Development, Construction Documents and cost estimates by the PDB team
- Stakeholder engagement plan with the City
- Permitting strategy and implementation with the PDB team
- The City and Project Manager may add/modify scope and tasks as needed

Construction of the Project is anticipated to commence in 2026 and be completed in 2027. The scope of work and compensation for the Construction Phase of the Project will be incorporated in a future amendment to the contract.

The City shall pay SOJ a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Hourly Rate
Ben Franz	Partner/Sr. Project Manager	\$272
Ethan Bernau	Partner/Sr. Project Manager	\$265
Julie DeDonato	Project Manager (subconsultant)	\$231
John Palewicz	PDB Advisor (subconsultant)	\$249
Adam Strutynski	Sr. Project Controls (subconsultant)	\$159
Matt Strutynski	Project Controls	\$120
Ken Johnsen	Strategic Advisor	\$322

Project title: Replacement of Reservoir 2 - Final Acceptance & Certificate of Completion

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Certificate of Completion,
Final Contract Voucher,
Affidavit of Amounts Paid
DBE Participation,
Subcontractor Tracking Log,
Final Estimate

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

Thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Final Acceptance & Certificate of Completion

Project: Replacement of Reservoir 2

Partner/Supplier: Walsh Construction Company II, LLC

Location: 702 Edwards Ave (Rucker Hill, adjacent to Jackson Elementary School)

Preceding action: Award; [4/21/2021](#)

Fund: 336 – Water/Sewer System Improvements

Fiscal summary statement:

Improvements were completed as follows:

Original Contract Amount \$20,079,342.85

Approved Change Order Amount 2,917,575.94

Final Contract Total \$22,996,918.79

Final Amount Paid **\$22,941,886.62**

Project summary statement:

The general contractor, Walsh Construction Company II, LLC, completed the Replacement of Reservoir 2 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 Replacement of Reservoir 2 as complete and authorize the Mayor to sign the Certificate of Completion.



CERTIFICATE OF COMPLETION

Project:	Replacement of Reservoir 2
Contractor:	Walsh Construction II, LLC
Work Order Number:	UP 3658

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

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

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

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

Recommended:



Ryan Sass, Director of Public Works

Date: 12-03-2024

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

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



Final Contract Voucher Certificate

Contractor Walsh Construction Company II, LLC			
Street Address 16400 Southcenter Parkway, Suite 501			
City Seattle	State WA	Zip 98188	Date 8/27/2024
Work Order No. UP 3658			
Project Title Replacement of Reservoir 2			
Date Work Physically Completed 10/20/2023		Final Amount \$ 22,941,886.62	

Contractor's Certification

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

DATED at Seattle WA this 22 day of November, 2024.
(City, State)

[Signature]
Contractor Authorized Signature

Area Manager.
Title

Tina Rule
Printed Name

Public Works Department Certification

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

Approved Date 12-03-2024

Keith Alewine
Keith Alewine, Construction Manager

[Signature]
Ryan Sass, Director of Public Works

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



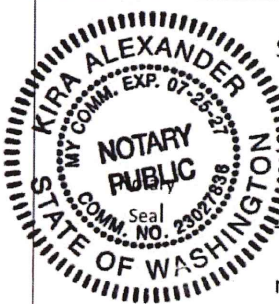
**City of Everett
Construction Management**

Affidavit of Amounts Paid DBE Participants

Contractor: Walsh Construction Company II, LLC			Date: 8/27/2024	
Address: 16400 Southcenter Parkway Suite 501		City: Seattle	State: WA	Zip Code: 98188
Project Title: Replacement of Reservoir 2			Project Work Order #: UP 3658	
Federal Aid Project Number (if Federally Funded) N/A				
Contract Bid Price: \$ 20,069,683		DBE Condition of Award: \$ N/A		
DBE Participant Name and Address	Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid to Participants (Including retainage held)
Silver Streak Inc 23700 SE 264 th Street Maple Valley, WA 98038	O	S	1,4,5,6,8,9,10,14 15,16	\$638,577.94
Blue Concrete LLC 6301 55 th PI NE Marysville, WA 98270	H	S	14,15	\$81,052.58
Northwest Asphalt 10430 Renton-Issaquah Rd SE Issaquah, WA 98027	O	S		\$15,383.16
PNW Reinforcing 31600 126 th Ave SE Spc #87 Auburn, WA 98092	H	S	15	\$11,338
Ethnic Code: B = Black H = Hispanic A = Asian American I = American Indian Alaskan Native O = Other		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$746,351.68

Affidavit

I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts shown for bid items, or portions thereof, listed.



Signature *[Signature]* Title *Area Manager*

Subscribed and sworn before me this: 22 day of November, 2024

Kira Alexander Notary Public in and for the State of Washington

residing at *16400 Southcenter Parkway, Suite 501, Tukwila*

**THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE
FROM THE PRIME CONTRACTOR ON ALL PROJECTS**



SUBCONTRACTOR TRACKING LOG

Project: Replacement of Reservoir 2

Job Number: UP- 3658

Contract Amount at Bid (excludes WSST) \$18,278,400.00

Req #	Subcontractor	UBI #	Amount \$	This %	Prior %	% To Date	COE Bus Lic Exp	DBE	L&I Intent	Date	L&I Affdvt	Date
	Walsh Construction Co	603050702						n	1147587	6/4/21		
1	Security Contractor Svcs	604057527		0.00	0.00	0.00		n	1153148	6/30/21	1270257	12/14/23
2	Harmsen LLC	604327078		0.00	0.00	0.00		n	1153418	6/17/21	1133131	8/3/22
3	Ward-Henshaw Const Co	600380134		0.00	0.00	0.00		n	1154149	7/2/21	1253301	10/31/23
4	DDJ Construction Welding	602016795		0.00	0.00	0.00		n	1156172	6/28/21	1240387	9/21/23
5	Northwest Lng/Geotxtl Prd	600343034		0.00	0.00	0.00		n	1156385	7/12/21	1103178	3/23/22
6	Silverstreak Inc	600432781		0.00	0.00	0.00		y	1160972	7/26/21	1296492	3/20/24
7	Veca Electric & Tech LLC	601190731		0.00	0.00	0.00		n	1161507	7/27/21	1264891	12/8/23
8	OMA Construction Inc	601872128		0.00	0.00	0.00		n	1162053	7/29/21	1258859	11/7/23
9	Janicki Logging & Const Co	298001775		0.00	0.00	0.00		n	1166285	10/6/21	1068372	11/2/21
10	Granite Construction Co	409023062		0.00	0.00	0.00		n	1170742	8/19/21	1261684	11/15/23
11	Long Painting Co	578090687		0.00	0.00	0.00		n	1183852	10/14/21	124878	10/2/23
12	Linescape of Washington	602663114		0.00	0.00	0.00		n	1187694	11/1/21	1267075	12/5/23
13	Miles Sand & Gravel Co	171004760		0.00	0.00	0.00		n	1188210	11/3/21	1261744	11/16/23
14	Ralph's Concrete Pumping	578085430		0.00	0.00	0.00		n	1193495	11/16/21	1187546	2/27/23
15	R & D Masonry Inc	601783793		0.00	0.00	0.00		n	1314475	3/30/23	1261540	11/21/23
16	Becker Blacktop LLC	603135627		0.00	0.00	0.00		n	1228070	5/16/22	1153384	10/20/22
17	Blue Concrete LLC	604032388		0.00	0.00	0.00		y	1314454	3/27/23	1259427	11/16/23
18	Caliber Concrete Const Inc	601156625		0.00	0.00	0.00		n				
19	Commercial Insulation Svcs Inc	602597277		0.00	0.00	0.00		n	1219402	3/21/22	1142846	10/21/22
20	Conco Cement Company	601716374		0.00	0.00	0.00		n	1231244	5/23/22	1233889	8/31/23
21	Cottonwood Construction	604962844		0.00	0.00	0.00		n	1244753	6/28/22	1138373	8/24/22
22	Discount Fence	603432260		0.00	0.00	0.00		n	1203713	1/10/22	1289705	2/26/24
23	Evergreen Concrete Cutting	601605667		0.00	0.00	0.00		n	1307261	2/28/23	1259452	2/28/23
24	Fowler General Construction	602409517		0.00	0.00	0.00		n	1254612	8/3/22	1176609	1/26/23
25	Hermanson Company LLP	604004844		0.00	0.00	0.00		n	1281811	11/7/22	1272531	12/27/23
26	Lacey Glass Inc	600435540		0.00	0.00	0.00		n	1309218	3/7/23	1257948	11/3/23

Category 2: Sensitive information.

27	Landsol LLC	603190531			0.00	0.00	0.00	0.00	n	1367144	10/6/23	1259235	11/16/23
28	Northwest Asphalt	601556048			0.00	0.00	0.00	0.00	y	1213332	3/18/22	1262535	11/19/23
29	Olson Brothers Pro-Vac LLC	602170975			0.00	0.00	0.00	0.00	n	1311982	3/22/23	1344120	9/17/24
30	Pacific Exteriors LLC	602652139			0.00	0.00	0.00	0.00	n	1297455	1/19/23	1179630	1/23/23
31	Pacific Topsoils Inc	600405438			0.00	0.00	0.00	0.00	n	1364039	9/28/23	1258869	11/7/23
32	PNW Reinforcing	604485839			0.00	0.00	0.00	0.00	y	1228167	4/25/22	1259210	11/8/23
33	TMG Services Inc	600432781			0.00	0.00	0.00	0.00	n	1309493	3/8/23	1196957	3/29/23

L & I Check Date 23-Aug

TOTAL													
	PRINT DATE												



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

FINAL

Retainage not withheld
per Retainage Bond
107429152

CONTRACT ESTIMATE VOUCHER
Schedule: A

Date: 11/17/2023

CM Check: Mikes KANSAS

PM Review: Jengood for SN

Date: 11-17-2023

Date: 11/17/23

Recommended By: Jengood

1

04080

Contractor: Walsh Construction II, LLC
Project: Replacement of Reservoir 2
Estimate: 32
W.O.# 3658
Cutoff: 11/03/2023

TO DATE	PREVIOUS	PRESENT
\$ 20,883,080.42	\$ 20,510,388.87	\$ 372,691.55
\$ 844,637.86	\$ 844,637.86	\$ -
\$ 1,214,168.35	\$ 1,177,271.88	\$ 36,896.46
\$ 22,941,886.62	\$ 22,532,298.61	\$ 409,588.01

ORG. CONTRACT	UPDATED WITH TAX	UPDATED CO + TAX	TO DATE	CONTRACT BALANCE
\$ 20,069,683.20	\$ 20,079,342.85	\$ 22,996,918.79	\$ 22,941,886.62	\$ 55,032.16
\$ 20,069,683.20	\$ 20,079,342.85	\$ 22,996,918.79	\$ 22,941,886.62	\$ 55,032.16
PERCENT PAID ON CONTRACT 98.76%				

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	Mobilization, Bonds, Demobilization	LS	\$ 1,800,000.00	1.00	\$ 1,800,000.00	1.00	\$ 1,800,000.00	1.00	\$ 1,800,000.00	0.99	\$ 1,779,640.20	0.01	\$ 20,559.80
2	Surveying and Construction Staking	LS	\$ 38,000.00	1.00	\$ 38,000.00	1.00	\$ 38,000.00	1.00	\$ 38,000.00	1.00	\$ 38,000.00	0.00	\$ -
3	Trench and Excavation Safety Systems	LS	\$ 230,000.00	1.00	\$ 230,000.00	1.00	\$ 230,000.00	1.00	\$ 230,000.00	1.00	\$ 230,000.00	0.00	\$ -
4	Temporary Erosion and Sediment Control	LS	\$ 320,000.00	1.00	\$ 320,000.00	1.00	\$ 320,000.00	1.00	\$ 320,000.00	1.00	\$ 320,000.00	0.00	\$ -
5	36-inch Diameter Existing Steel Pipe Thrust Restraint	EA	\$ 19,000.00	10.00	\$ 190,000.00	10.00	\$ 190,000.00	10.00	\$ 190,000.00	0.00	\$ -	10.00	\$ 190,000.00
6	48-inch Diameter Existing Steel Pipe Thrust Restraint	EA	\$ 10,000.00	15.00	\$ 150,000.00	15.00	\$ 150,000.00	15.00	\$ 150,000.00	0.00	\$ -	15.00	\$ 150,000.00
7	Concrete Thrust Blocks	CY	\$ 380.00	130.00	\$ 49,400.00	130.00	\$ 49,400.00	116.36	\$ 44,215.13	116.36	\$ 44,215.13	0.00	\$ -
8	Yard Piping and Fittings	LS	\$ 4,605,000.00	1.00	\$ 4,605,000.00	1.00	\$ 4,605,000.00	1.00	\$ 4,605,000.00	1.00	\$ 4,605,000.00	0.00	\$ -
9	Two, 2.5 MG Prestressed Concrete Reservoirs	LS	\$ 8,330,000.00	1.00	\$ 8,330,000.00	1.00	\$ 8,330,000.00	1.00	\$ 8,330,000.00	1.00	\$ 8,330,000.00	0.00	\$ -
10	Over-Excavation	CY	\$ 24.00	1,000.00	\$ 24,000.00	1,000.00	\$ 24,000.00	64.00	\$ 1,536.00	64.00	\$ 1,536.00	0.00	\$ -
11	Haul Offsite for Disposal	CY	\$ 1.00	10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00	0.00	\$ -	10,000.00	\$ 10,000.00
12	Existing Reservoir 2 Demolition and Pipe Abandonment	LS	\$ 670,000.00	1.00	\$ 670,000.00	1.00	\$ 670,000.00	1.00	\$ 670,000.00	1.00	\$ 670,000.00	0.00	\$ -
13	HMA CL1/2" PG 58H-22 Grind and Overlay	SY	\$ 18.00	2,000.00	\$ 36,000.00	2,000.00	\$ 36,000.00	3,597.00	\$ 64,746.00	3,597.00	\$ 64,746.00	0.00	\$ -
14	Final Grading and Site Work	LS	\$ 470,000.00	1.00	\$ 470,000.00	1.00	\$ 470,000.00	1.00	\$ 470,000.00	0.95	\$ 445,113.67	0.05	\$ 25,106.33
15	Storage Facility	LS	\$ 510,000.00	1.00	\$ 510,000.00	1.00	\$ 510,000.00	1.00	\$ 510,000.00	1.00	\$ 510,000.00	0.00	\$ -
16	Underdrain Sump Pump	LS	\$ 55,000.00	1.00	\$ 55,000.00	1.00	\$ 55,000.00	1.00	\$ 55,000.00	1.00	\$ 55,000.00	0.00	\$ -
17	Electrical & Telemetry	LS	\$ 530,000.00	1.00	\$ 530,000.00	1.00	\$ 530,000.00	1.00	\$ 530,000.00	1.00	\$ 530,000.00	0.00	\$ -
18	Snohomish PUD	FA	\$ 1.00	50,000.00	\$ 50,000.00	50,000.00	\$ 50,000.00	55,000.00	\$ 55,000.00	55,000.00	\$ 55,000.00	0.00	\$ -
19	Testing and Startup	LS	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -
20	Record Drawings	LS	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -
21	Baseline COVID-19 Requirements	LS	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
22	Fore Account	FA	\$ 1.00	200,000.00	\$ 200,000.00	200,000.00	\$ 200,000.00	221,359.42	\$ 221,359.42	190,120.00	\$ 190,120.00	2,643.00	\$ 2,643.00
101	Transmission Line Modifications	FA	\$ 1.00	275,000.00	\$ 275,000.00	275,000.00	\$ 275,000.00	221,359.42	\$ 221,359.42	263,283.00	\$ 263,283.00	(41,923.58)	\$ (41,923.58)
102	Revised Tullaly Restoration	LS	\$ 114,302.00	1.00	\$ 114,302.00	1.00	\$ 114,302.00	1.00	\$ 114,302.00	1.00	\$ 114,302.00	0.00	\$ -
103	Increase Sump Depth	LS	\$ 163,192.00	1.00	\$ 163,192.00	1.00	\$ 163,192.00	1.00	\$ 163,192.00	1.00	\$ 163,192.00	0.00	\$ -
104	Added Air Release Assemblies	LS	\$ 107,833.00	1.00	\$ 107,833.00	1.00	\$ 107,833.00	1.00	\$ 107,833.00	1.00	\$ 107,833.00	0.00	\$ -
105	Tank Gutter Downspout Credit	LS	\$ (23,259.50)	1.00	\$ (23,259.50)	1.00	\$ (23,259.50)	1.00	\$ (23,259.50)	1.00	\$ (23,259.50)	0.00	\$ -
106	Grout Revision	LS	\$ 33,916.00	1.00	\$ 33,916.00	1.00	\$ 33,916.00	1.00	\$ 33,916.00	1.00	\$ 33,916.00	0.00	\$ -
107	Load and Haul Sand BF	LS	\$ 162,843.00	1.00	\$ 162,843.00	1.00	\$ 162,843.00	1.00	\$ 162,843.00	1.00	\$ 162,843.00	0.00	\$ -
108	Additional Pipe Abandonment	LS	\$ 16,758.00	1.00	\$ 16,758.00	1.00	\$ 16,758.00	1.00	\$ 16,758.00	1.00	\$ 16,758.00	0.00	\$ -

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	* PRESENT QUANTITY	PRESENT TOTAL
109	Addition Tank Level Transducers	LS	\$ 21,912.00			1.00	\$ 21,912.00	1.00	\$ 21,912.00	1.00	\$ 21,912.00	0.00	\$ -
110	Interior Stair Revision	LS	\$ 17,696.00			1.00	\$ 17,696.00	1.00	\$ 17,696.00	1.00	\$ 17,696.00	0.00	\$ -
111	Temp system for early tank filling	LS	\$ 50,224.00			1.00	\$ 50,224.00	1.00	\$ 50,224.00	1.00	\$ 50,224.00	0.00	\$ -
112	Bridge Crane Revision	LS	\$ 15,311.00			1.00	\$ 15,311.00	1.00	\$ 15,311.00	1.00	\$ 15,311.00	0.00	\$ -
113	Topsoil	CY	\$ 39.20			110.00	\$ 4,312.00	185.00	\$ 7,252.00	185.00	\$ 7,252.00	0.00	\$ -
114	Erosion Control Hydroseed	SF	\$ 0.15			210,000.00	\$ 31,500.00	210,000.00	\$ 31,500.00	99,960.00	\$ 14,994.00	110,040.00	\$ 16,506.00
115	Lawn Mix Hydroseed	SF	\$ 0.25			15,000.00	\$ 3,750.00	15,000.00	\$ 3,750.00	15,000.00	\$ 3,750.00	0.00	\$ -
116	Erosion Control Mat	SF	\$ 0.10			33,000.00	\$ 3,300.00	45,470.00	\$ 4,547.00	45,470.00	\$ 4,547.00	0.00	\$ -
117	Tank Base Revision	LS	\$ 225,082.73			1.00	\$ 225,082.73	1.00	\$ 225,082.73	1.00	\$ 225,082.73	0.00	\$ -
118	Revised Excavation Sequence	LS	\$ 764,297.10			1.00	\$ 764,297.10	1.00	\$ 764,297.10	1.00	\$ 764,297.10	0.00	\$ -
119	Duct Bank Relocation Revision	LS	\$ 563,434.49			1.00	\$ 563,434.49	1.00	\$ 563,434.49	1.00	\$ 563,434.49	0.00	\$ -
120	Tank Reinforcing Steel Increase	LS	\$ 103,351.36			1.00	\$ 103,351.36	1.00	\$ 103,351.36	1.00	\$ 103,351.36	0.00	\$ -

Notice to Proceed	7/14/2021
75% Completion	12/21/2022
Substantial Completion	6/15/2023
Substantial Completion of work achieved within	489

Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	Reviewed By Date	Est 26	Est 27	Est 28	Est 29	Est 30	Est 31	Est 32
A	1	Mobilization, Bonds, Demobilization	LS	1.00	1.00		5/19/2023	6/16/2024	7/14/2023	8/11/2023	9/18/2023	10/19/2023	11/9/2023
A	2	Surveying and Construction Staking	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.0138	0.03050	0.013111
A	3	Trench and Excavation Safety Systems	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	4	Temporary Erosion and Sediment Control	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	5	36-inch Diameter Existing Steel Pipe Thrust Restraint	EA	10.00	10.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	6	48-inch Diameter Existing Steel Pipe Thrust Restraint	EA	15.00	15.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	7	Concrete Thrust Blocks	CY	130.00	116.36		5.00	0.00	4.00	0.00	0.00	0.00	15.00
A	8	Yard Piping and Fittings	LS	1.00	1.00		0.00	0.01	0.021712849	0.00	0.00	0.00	0.00
A	9	Two, 2.5 MG Prestressed Concrete Reservoirs	LS	1.00	1.00		0.01	0.01	0.0086392000	0.00	0.00	0.00	0.00
A	10	Over-Excavation	CY	1,000.00	64.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	11	Haul Offsite for Disposal	CY	10,000.00	10,000.00		0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
A	12	Existing Reservoir 2 Demolition and Pipe Abandonment	LS	1.00	1.00		0.06	0.05	0.00	0.0835820896	0.00	0.00	0.00
A	13	HMA CL 1/2" PG 58H-22 Grind and Overlay	SY	2,000.00	3,597.00		0.00	0.00	0.00	0.00	3,597.00	0.00	0.00
A	14	Final Grading and Site Work	LS	1.00	1.00		0.00	0.02	0.1832241915	0.0031914894	0.0790	0.564890	0.05341772
A	15	Storage Facility	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	16	Underdrain Sump Pump	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	17	Electrical & Telemetry	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	18	Snohomish PUD	FA	50,000.00	55,000.00		0.00	0.05	0.2782641509	0.0797830189	0.00	0.00	0.00
A	19	Testing and Startup	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	20	Record Drawings	LS	1.00	1.00		0.00	0.00	0.00	0.20	0.00	0.80	0.00
A	21	Baseline COVID-19 Requirements	LS	1.00	1.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	22	Force Account	FA	200,000.00	192,763.00		240,718.48	7,079.00	(894,262.48)	(577,693.75)	95,977.00	7,565.00	2,643.00
A	101	Transmission Line Modifications	FA	275,000.00	221,359.42		0.00	0.00	232,295.00	30,988.00	0.00	0.00	(41,923.58)
A	102	Revised Tulalip Restoration	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	103	Increase Sump Depth	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	104	Added Air Release Assemblies	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	105	Tank Gutter Downspout Credit	LS	1.00	1.00		0.00	0.00	1.00	1.00	0.00	0.00	0.00
A	106	Grout Revision	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	107	Load and Haul Sand BF	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	108	Additional Pipe Abandonment	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	109	Additional Tank Level Transducers	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	110	Interior Stair Revision	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	111	Temp system for early tank filling	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	112	Bridge Crane Revision	LS	1.00	1.00		0.00	0.00	1.00	0.00	0.00	0.00	0.00
A	113	Topsoil	CY	110.00	185.00		0.00	0.00	0.00	0.00	0.00	185.00	0.00
A	114	Erosion Control Hydroseed	SF	210,000.00	210,000.00		0.00	0.00	0.00	0.00	0.00	99,960.00	110,040.00
A	115	Lawn Mix Hydroseed	SF	15,000.00	15,000.00		0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
A	116	Erosion Control Mat	SF	33,000.00	45,470.00		0.00	0.00	0.00	0.00	0.00	45,470.00	0.00
A	117	Tank Base Revision	LS	225,082.73	1.00		0.00	0.00	0.00	1.00	0.00	0.00	0.00
A	118	Revised Excavation Sequence	LS	764,297.10	1.00		0.00	0.00	0.00	1.00	0.00	0.00	0.00
A	119	Duct Bank Relocation Revision	LS	103,351.36	1.00		0.00	0.00	0.00	1.00	0.00	0.00	0.00
A	120	Tank Reinforcing Steel Increase	LS	163,960.40	1.00		0.00	0.00	0.00	1.00	0.00	0.00	0.00

Project title: Amendment No. 4 to Professional Services Agreement with WSP USA, Inc., for On-call Environmental Services

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 12/18/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA Amendment 4

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

Consideration: Amendment No. 4 to PSA with WSP USA, Inc.

Project: On-call Environmental Services

Partner/Supplier: WSP USA, Inc. (Formerly Wood Environment and Infrastructure Solutions, Inc.)

Location: Various

Preceding action: Amendment No. 3, [12/06/2023](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement:

This amendment adds additional \$10,000 to the PSA resulting in a contract not to exceed amount of \$357,000.

Project summary statement:

Through this PSA amendment, WSP USA, Inc., will continue to provide on-call support work only for existing projects, including the Riverpoint Outfall Replacements and Diking Improvement District 5's Dike Repairs project. Work is anticipated to include revisions to existing environmental documents or responses to agency comments during permitting reviews.

This amendment (Amendment No. 4) extends the term of the existing Professional Services Agreement between the City and WSP USA, Inc. to December 31, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 4 to the Professional Services Agreement with WSP USA, Inc., for environmental on-call services to extend the contract completion date and increase the contract by \$10,000 to an amount not to exceed \$357,000.



**AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	WSP USA, Inc. (Formerly Wood Environment and Infrastructure)
City Project Manager	Emily Coba
	ecoba@everettwa.gov
Original Agreement Date	2/22/2019

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$347,000
	Compensation Added (or Subtracted) by this Amendment	\$10,000
	Maximum Compensation Amount After this Amendment	\$357,000

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

WSP USA, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Sean F. Gormley

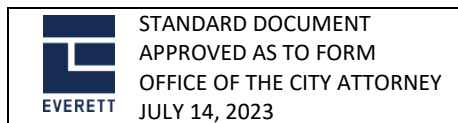
Signer's Email Address: sean.gormley@wsp.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



Project title: Amendment No. 2 to Washington Department of Fish and Wildlife Law Enforcement Services Contract

Council Bill #

Project: Law Enforcement Services to City Owned Property around Lake Chaplain

Partner/Supplier: Washington Department of Fish and Wildlife

Location: Lake Chaplain Tract

Preceding action: Original Contract: [9/8/21](#)

Fund: 401 Water & Sewer Utility Fund

Agenda dates requested:

Briefing

Proposed action

Consent 12/18/24

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Law Enforcement Services Contract

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

Amendment No. 2 increases the total compensation of the existing agreement with Washington State Department of Fish and Wildlife (WDFW). The original total compensation was \$90,000. Amendment No. 1 increased the total budget to \$150,000. Due to an increased need of services, Amendment No. 2 will increase the budget by \$20,000, for a total revised compensation of \$170,000.

Project summary statement:

The current agreement allows WDFW to provide law enforcement services around the Lake Chaplain Tract, demonstrating a visible and active presence while enforcing all Washington State and County laws/codes and City regulations set forth in Everett Municipal Code Chapter 8.64.

Amendment No. 2 will increase the total compensation amount on the existing contract and extend the contract to expire December 31, 2025. This amendment will provide continued security inspections, investigations in relation to use of property, escorting trespassers, and rule violators off the property.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to Washington Department of Fish and Wildlife Law Enforcement Services Contract to increase compensation in the amount of \$20,000 for a total contract amount of \$170,000 and extend the contract expiration date to December 31, 2025.

Initialed by:

RLS

Department head

Administration

Council President



CONTRACT AMENDMENT

TITLE: Law Enforcement Services

WDFW NUMBER: 22-18235

CONTRACTOR: City of Everett

AMENDMENT NUMBER: 2

AMENDMENT EFFECTIVE DATE:
11/12/2024

AMENDMENT VALUE: \$20,000.00

CONTRACT END DATE:
12/31/2025

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Everett is hereby amended as follows:

- a. The contract period is extended through December 31, 2025.
- b. The maximum amount is increased by \$20,000 for a new total to \$170,000.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF EVERETT

**WASHINGTON DEPARTMENT OF FISH
AND WILDLIFE**

Cassie Franklin, Mayor

Signature and Date

Approved as to Form:

Office of the City Attorney

Attest:

Marista Jorve, City Clerk



City Council Agenda Item Cover Sheet

Project title: An Ordinance establishing Everett utility rates for the 2025 through 2028 Operating Years.

Council Bill # *interoffice use*

CB 2411-41

Agenda dates requested:

Briefing	12/11/24
Public Hearing	12/18/24
Consent	
Action	01/08/25
Ordinance X	
Public hearing	
X Yes	No

Budget amendment:

Yes	X	No
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PowerPoint presentation:

X	Yes	No
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Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Shaun Bridge

Phone number:

425-257-8823

Email:

sbridge@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 2024 Cost-of-Service Study

Partner/Supplier: HDR Engineering, Inc.

Location: Citywide

Preceding action: Ordinance No. 3909-22, approved [11/30/22](#)

Fund: Fund 401 – Water & Sewer Utility

Fiscal summary statement:

The Public Works Department has completed the 2024 Cost-of-Service Study for water, filtration, sewer, and stormwater services. The study determined that rate increases are necessary to meet water supply, wastewater collection and treatment, surface water management, emerging regulatory requirements, and financial obligations of the Everett Utility.

Project summary statement:

This proposed Ordinance will establish rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City of Everett customers, rates for wholesale master meters, and amend [EMC 14.04.020](#), [EMC 14.60.010](#), and [EMC 14.16.713](#).

Recommendation (exact action requested of Council):

Adopt an Ordinance establishing Everett utility rates for the 2025 through the 2028 Operating Years.

ORDINANCE NO. _____

An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and rates pertaining to special fees and charges.

WHEREAS,

- A. **EMC 14.04.020** (as adopted under **Ordinance 3793-21**) was amended by **Ordinance 3909-22** effective **January 1, 2023**, establishing current sewer rates.
- B. **EMC 14.60.010** (as adopted under **Ordinance 3793-21**) was amended by **Ordinance 3909-22** effective **January 1, 2023**, establishing current surface water management rates.
- C. **EMC 14.16.713** (as adopted under **Ordinance 3793-21**) was amended by **Ordinance 3909-22** effective **January 1, 2023**, establishing current water and filtration rates for Everett water customers.
- D. The **2024** cost of service study has been completed by HDR Engineering, Inc.
- E. To cover the cost of service, a general rate increase is necessary to cover operations, maintenance, and capital expenditures.
- F. The City Council finds that the rates and charges herein are reasonable.

NOW, THEREFORE, the City of Everett does ordain:

Section 1: Effective **February 1, 2025**, service charges for the City of Everett sewer system are hereby fixed as follows:

Sewer Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Single Family Residence per month	\$104.04	\$118.49	\$132.70	\$148.14
Other than Single Family Residence				
Base Monthly Charge	\$104.04	\$118.49	\$132.70	\$148.14
Monthly Charge Added to Base Monthly Charge per CCF of Metered Water Consumption in Excess of 9 CCF	\$11.56	\$13.17	\$14.75	\$16.47
Septage Volume Fees (per gallon of discharge)	\$0.33	\$0.38	\$0.43	\$0.48

The monthly charges in the table above include Surface Water Quality Protection and Enhancement and the current state utility tax.

Section 2: Effective **February 1, 2025**, service charges for City of Everett surface water management services are hereby assessed on all utility customers in Everett not being billed for sewer service as follows:

Surface Water Management Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Single Family Residence per month	\$38.28	\$42.87	\$48.01	\$53.29
Other than Single Family Residence				
Base Monthly Charge	\$38.28	\$42.87	\$48.01	\$53.29
Monthly Charge for Drainage Added to Base Monthly Charge per CCF of Metered Water Consumption in Excess of 9 CCF	\$4.25	\$4.76	\$5.33	\$5.92

The monthly charges in the table above include the current state utility tax.

Section 3: Effective **February 1, 2025**, the monthly water rates and charges, monthly base charges, monthly filtration charges, and provisions relating to rates and charges throughout the water system shall be as follows:

A. Within City Limits

1. Residential Water Rates and Charges

Residential Monthly Water Rates and Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
<i>1/2-3/4" Meter Size</i>				
Base Water Charge	\$27.15	\$28.50	\$29.64	\$30.83
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 5 CCF	\$5.43	\$5.70	\$5.93	\$6.17
Base Filtration Charge	\$5.06	\$5.47	\$5.63	\$5.80
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 5 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>1" Meter Size</i>				
Base Water Charge	\$54.29	\$57.00	\$59.28	\$61.65
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 10 CCF	\$5.43	\$5.70	\$5.93	\$6.17
Base Filtration Charge	\$10.12	\$10.93	\$11.26	\$11.60
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 10 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>2" Meter Size</i>				
Base Water Charge	\$65.15	\$68.40	\$71.14	\$73.98
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 12 CCF	\$5.43	\$5.70	\$5.93	\$6.17
Base Filtration Charge	\$12.14	\$13.12	\$13.51	\$13.92
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 12 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>Over 2" Meter Size</i>				
Base Water Charge	\$86.86	\$91.20	\$94.85	\$98.64
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 16 CCF	\$5.43	\$5.70	\$5.93	\$6.17
Base Filtration Charge	\$16.19	\$17.49	\$18.02	\$18.56
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 16 CCF	\$1.012	\$1.093	\$1.126	\$1.160

2. Commercial/Industrial/Government Water Rates and Charges

Commercial/Industrial/Government Monthly Water Rates and Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
<i>1/2-3/4" Meter Size</i>				
Base Water Charge	\$32.57	\$34.20	\$35.57	\$36.99
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 6 CCF	In accordance with the rate table below			
Base Filtration Charge	\$6.07	\$6.56	\$6.76	\$6.96
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 6 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>1" Meter Size</i>				
Base Water Charge	\$54.29	\$57.00	\$59.28	\$61.65
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 10 CCF	In accordance with rate table below			
Base Filtration Charge	\$10.12	\$10.93	\$11.26	\$11.60
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 10 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>2" Meter Size</i>				
Base Water Charge	\$65.15	\$68.40	\$71.14	\$73.98
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 12 CCF	In accordance with rate table below			
Base Filtration Charge	\$12.14	\$13.12	\$13.51	\$13.92
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 12 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>Over 2" Meter Size</i>				
Base Water Charge	\$86.86	\$91.20	\$94.85	\$98.64
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 16 CCF	In accordance with rate table below			
Base Filtration Charge	\$16.19	\$17.49	\$18.02	\$18.56
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 16 CCF	\$1.012	\$1.093	\$1.126	\$1.160

Commercial/Industrial/Government Rate Table	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Consumption between 6-30 CCF, per CCF	\$5.429	\$5.700	\$5.928	\$6.165
Consumption between 31-150 CCF, per CCF	\$3.553	\$3.731	\$3.880	\$4.035
Consumption over 150 CCF, per CCF	\$3.021	\$3.278	\$3.518	\$3.772

All wholesale customers shall be assessed a twenty-five percent rate multiplier on water charges. No multiplier shall be assessed on the filtration charge.

3. Irrigation Water Rates and Charges

Irrigation Monthly Water Rates and Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
<i>1/2-3/4" Meter Size</i>				
Base Water Charge	\$37.31	\$39.17	\$40.74	\$42.37
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 6 CCF	In accordance with rate table below			
Base Filtration Charge	\$6.07	\$6.56	\$6.76	\$6.96
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 6 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>1" Meter Size</i>				
Base Water Charge	\$62.19	\$65.29	\$67.90	\$70.62
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 10 CCF	In accordance with rate table below			
Base Filtration Charge	\$10.12	\$10.93	\$11.26	\$11.60
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 10 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>2" Meter Size</i>				
Base Water Charge	\$74.63	\$78.35	\$81.48	\$84.74
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 12 CCF	In accordance with rate table below			
Base Filtration Charge	\$12.14	\$13.12	\$13.51	\$13.94
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 12 CCF	\$1.012	\$1.093	\$1.126	\$1.160
<i>Over 2" Meter Size</i>				
Base Water Charge	\$99.50	\$104.46	\$108.64	\$112.99
Charge Added to Base Water Charge per CCF of Metered Water Consumption in Excess of 16 CCF	In accordance with rate table below			
Base Filtration Charge	\$16.19	\$17.49	\$18.02	\$18.56
Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 16 CCF	\$1.012	\$1.093	\$1.126	\$1.160

Irrigation Rate Table	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Consumption between 6-30 CCF, per CCF	\$6.219	\$6.529	\$6.790	\$7.062
Consumption over 31 CCF, per CCF	\$3.935	\$4.132	\$4.297	\$4.469

4. City-Installed Service Connection Charges

City Installed Service Connection Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
5/8 x 3/4" (each)	\$3,975.00	\$4,234.00	\$4,510.00	\$4,804.00
1" (each)	\$4,508.00	\$4,802.00	\$5,115.00	\$5,448.00
2" (each)	\$5,865.00	\$6,247.00	\$6,654.00	\$7,087.00
Added non-refundable application fee	\$150.00	\$158.00	\$166.00	\$175.00

Service connection installations larger than the two-inch size shall be charged at the actual cost of the complete installation.

Service connection applications shall be valid only for 180 days from date of issuance unless work is in progress, or a time extension is granted by the Public Works Director. Service connection charges (less the non-refundable application fee) may be refunded to the applicant in the event that the service has not been installed and the refund is requested within one year from the date of issuance.

5. Developer-Installed Connection Charges

Developer Installed Connection Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
5/8 x 3/4" (each)	\$649.00	\$682.00	\$717.00	\$753.00
1" (each)	\$758.00	\$796.00	\$836.00	\$878.00
2" (each)	\$1,341.00	\$1,409.00	\$1,480.00	\$1,554.00

6. Fire Service

The rates for water supplied exclusively for fire protection purposes shall be deemed service charges and shall be for any one month, or fractional part thereof, as follows:

Size of Fire Service	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
2"	\$17.77	\$18.66	\$19.41	\$20.19
3"	\$24.28	\$25.49	\$26.51	\$27.57
4"	\$30.91	\$32.46	\$33.76	\$35.11
6"	\$44.78	\$47.02	\$48.90	\$50.86
8"	\$58.13	\$61.04	\$63.48	\$66.02
10"	\$73.38	\$77.05	\$80.13	\$83.34
12"	\$84.84	\$89.08	\$92.64	\$96.35

B. Outside City Limits

1. Individual Meters Outside of the City Limits

The water charges for individual metered services outside the City limits shall be computed in the same manner as for residential customers within the City, and then a multiplier of twenty-five percent of this amount shall be applied to the water charges so computed. In addition, filtration charges will be added as follows (but no multiplier shall be applied to filtration charges):

Filtration Charges for Individual Meters Outside of City Limits	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Base Filtration Charge	\$5.06	\$5.47	\$5.63	\$5.80
Monthly Charge Added to Base Filtration Charge per CCF of Metered Water Consumption in Excess of 5 CCF	\$1.012	\$1.093	\$1.126	\$1.160

2. Master Meters:

- a. Master meter rates and charges shall be required for water districts, water associations or other organizations providing water service to 16 or more permanent services. Organizations serving less than 16 services and all other customers shall be charged at the individual meter rates and charges.

b. The consumption charges for master meters shall be as follows:

i. Master meters connected East of the Snohomish River:

Master Meters East of Snohomish River	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Meter Charge (per meter/month)	\$539.84	\$566.83	\$589.50	\$613.08
Water Charge (per CCF)	\$0.780	\$0.820	\$0.850	\$0.880
Added Filtration Charge (per CCF)	\$1.012	\$1.093	\$1.126	\$1.160

A twenty-five percent rate multiplier shall be applied to the water charge in the table above. Also, a filtration charge as stated in the table above shall be added, to arrive at the total monthly charge. No multiplier shall be applied to the filtration charge.

ii. Master meters connected West of the Snohomish River:

For master meters connected west of the Snohomish River, the water rates and charges shall be the same as the Commercial/Industrial/Governmental water rates and charges. A twenty-five percent rate multiplier shall be applied to water charges. Also, a filtration charge as stated in the table below shall be added, to arrive at the total monthly charge. No multiplier shall be applied to the filtration charge.

Filtration Charge for Master Meters West of Snohomish River	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Added Filtration Charge (per CCF)	\$1.012	\$1.093	\$1.126	\$1.160

3. Service Connection Charges

Service connection installations outside the City limits of all sizes shall be charged at the actual cost of the complete installation, but in no event shall the charge for a three-quarter inch, a one-inch or a two-inch service be less than the amount charged for service connections within the City limits.

C. Special Charges

Special Charges	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
Turn on for restart of service	\$59.00	\$74.00	\$89.00	\$103.00
Shut-off request, cust. stop + waste valve not used	\$86.00	\$92.00	\$98.00	\$103.00
Turn-on/shut-off outside regular hours	\$325.00	\$433.00	\$541.00	\$649.00
<i>Meter testing:</i>				
All meters, in-shop testing (1-hour min)	\$68.00	\$72.00	\$75.00	\$79.00
Testing using meter test van (3- hour min)	\$692.00	\$726.00	\$760.00	\$794.00
Destroying/removing lock on meter	\$123.00	\$133.00	\$142.00	\$152.00
Illegal turn-on/tampering of service	\$296.00	\$328.00	\$361.00	\$394.00
Lien processing fee	\$129.00	\$136.00	\$142.00	\$150.00
New account setup charge	\$63.00	\$80.00	\$97.00	\$114.00
Locate/mark City water shut-off valve	\$85.00	\$89.00	\$94.00	\$98.00
Temp shut-off/turn-on	\$109.00	\$138.00	\$168.00	\$197.00
Temp shut-off/turn-on (vault entry)	\$1,026.00	\$1,077.00	\$1,131.00	\$1,188.00
Failure to return water service key	\$76.00	\$79.00	\$83.00	\$88.00
Returned check fee	\$36.00	\$37.00	\$39.00	\$41.00
Hang notice for delinquent account	\$52.00	\$58.00	\$64.00	\$71.00
Illegal taking of water from hydrant	\$1,327.00	\$1,395.00	\$1,462.00	\$1,530.00
<i>Noncompliance w/ annual backflow testing/month:</i>				
Month 1/first occurrence	\$250.00	\$263.00	\$276.00	\$289.00
Month 2/second occurrence	\$500.00	\$525.00	\$551.00	\$579.00
Month 3/third occurrence (fee+service interruption)	\$1,000.00	\$1,050.00	\$1,103.00	\$1,158.00

Special Charges cont.	2025	2026	2027	2028 and thereafter until superseded by a new rate ordinance
<i>Construction Meters:</i>				
Deposit	\$3,011.00	\$3,160.00	\$3,309.00	\$3,458.00
Monthly Permit Fee	\$118.00	\$124.00	\$130.00	\$136.00
Usage Rate per CCF	\$6.44	\$6.79	\$7.05	\$7.33
<i>Hydrant Permit:</i>				
Deposit	\$120.00	\$126.00	\$132.00	\$139.00
Usage Rate:				
Low (0-30,000 gal/month)	\$259.00	\$273.00	\$283.00	\$294.00
Medium (30,001-60,000 gal/month)	\$517.00	\$545.00	\$566.00	\$588.00
High (over 60,000 gal/month)	\$862.00	\$909.00	\$944.00	\$980.00
Dormant inspection	\$102.00	\$117.00	\$133.00	\$148.00
"Final" read charge	\$49.00	\$69.00	\$89.00	\$109.00
Duplicate statement charge (annual charge)	\$16.00	\$17.00	\$17.00	\$18.00
Voluntary turn-off	\$53.00	\$72.00	\$91.00	\$109.00
Fee for preparing estimates	\$10.00	\$11.00	\$11.00	\$12.00
Late fee imposed when customer receives a "past due letter" for failure to pay by the due date	\$5.00	\$5.00	\$5.00	\$5.00

Except as may be otherwise determined by the Public Works Director or designee, a multiplier of twenty-five percent on the above special charges applies to customers outside the City limits.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Selecting the Location for the Proposed Everett Outdoor Multipurpose Facility Project

Council Bill # *interoffice use*

Agenda dates requested:

Briefing	12/11/24
Proposed action	
Consent	
Action	12/18/24
Ordinance	
Public hearing	12/18/24
X Yes	No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

1. Resolution Selecting Downtown Site
2. Resolution Selecting School District Site

Department(s) involved:

Administration
Economic Development

Contact person:

Scott Pattison
Project Manager

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

DE

Department head

Administration

Council President

Project: Everett Multipurpose Facility Project

Partner/Supplier: Snohomish County, AquaSox, Everett School District

Location: School District site or Downtown site

Preceding actions: Joint Resolution No. 7813 with Snohomish County Council to explore feasibility of an Everett outdoor multipurpose facility: [9/28/22](#)
Approval of contracts for [project management](#) and [SEPA/EIS](#): 11/8/23
Creation of Fiscal Advisory Committee: [12/20/23](#)
Approval of Progressive Design Build with release of RFQ/RFP: [10/9/23](#)

Fund: N/A

Fiscal summary statement:

No financial obligations are created by adoption of a resolution selecting a project location. However, Council in early 2025 will be asked to approve (1) a Progressive Design Build contract and (2) steps towards property acquisition (depending on the location selected).

Project summary statement:

In response to new requirements from Major League Baseball, the Everett AquaSox, the Minor League Baseball team in Everett, will need an updated or new stadium facility. The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox in a public-private effort to develop and operate a new or updated outdoor multipurpose facility that will host baseball and non-baseball events.

The City is considering two alternative locations for the proposed facility. One alternative is the existing site owned by the Everett School District. The other alternative is located on the eastern edge of Everett's Downtown core, adjacent to and east of the Angel of the Winds Arena. There is of course a "No Action" alternative.

The City evaluated the environmental impacts of these alternatives in a draft and final environmental impact statement (EIS), prepared in accordance with the State Environmental Policy Act (SEPA) and the Everett Municipal Code. In addition, the City studied economic impacts, solicited public and agency comments, and studied environmental, social, economic, and other relevant factors. The purpose of the EIS process, related studies, and public and agency outreach is to provide information to assist the Council in evaluating the alternatives. Accordingly, the Council will be asked to decide between the School District site, Downtown site, and No Action alternatives.

The briefing scheduled for December 11 will discuss the alternatives and provide information in preparation for a City Council decision. To keep the project on its tight schedule, staff requests that Council make the selection decision at its meeting on December 18, 2024.

Administration's recommendation is selection of the Downtown alternative, which is why the Recommendation below requests adoption of a resolution selecting the Downtown location. With this coversheet is a draft resolution for that purpose; in addition, a draft resolution selecting the current School District site alternative is also included in case that is the Council decision. The two resolutions are substantively the same, except for Section 4, which is the paragraph that specifically makes the selection. Of course, if Council selects "No Action" then no resolution is needed.

Additional reference links include the [Outdoor Multipurpose Facility Project webpage](#) and the [Multiuse Facility Fiscal Advisory Committee webpage](#).

Recommendation (exact action requested of Council):

Adopt a Resolution selecting the downtown alternative as the location for the Proposed Everett Outdoor Multipurpose Facility Project.



RESOLUTION NO. _____

A RESOLUTION Selecting the Downtown Alternative as the Location for the Proposed Everett Outdoor Multipurpose Facility Project

WHEREAS,

- A. In response to new requirements from Major League Baseball, the Everett AquaSox, the Minor League Baseball team that plays home games in Everett, will need an updated or new stadium facility. The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox in a public-private effort to develop and operate a new or updated outdoor multipurpose facility that will host baseball and non-baseball events. In this resolution, this proposed facility is referred to as the “Multipurpose Facility.”
- B. The City is considering two alternative locations for the proposed Multipurpose Facility. One alternative location is the existing School District site owned by the Everett School District. The other alternative is located on the eastern edge of Everett’s Downtown core, directly adjacent to and east of the Angel of the Winds Arena. The City has also considered a No Action alternative.
 - Under the School District site alternative, the School District stadium would be renovated and expanded to create the Multipurpose Facility. In addition to serving as the home of the AquaSox, the School District is currently home to Everett School District high school sports teams and Everett Community College’s baseball team. Under this alternative, it is assumed that Everett Memorial Stadium would remain. With these assumptions in mind, approximately 7 acres is available on which to construct the Multipurpose Facility. To provide additional space, procurement of the privately owned 0.77-acre property at the southwest corner of Broadway and 38th Street would need to be considered.
 - Under the Downtown alternative, the Multipurpose Facility would be constructed on a 12.5-acre Downtown site. The Downtown site currently contains a mix of commercial businesses, including light industrial, distribution, retail, restaurant, and office. The Downtown site is bordered by Broadway to the west, Hewitt Avenue to the north, an Amtrak rail line to the east, and Pacific Avenue to the south. Property acquisitions and business displacements would occur under this alternative.
 - Under the No Action alternative, no new or renovated stadium would be built. However, if no action is taken, Major League Baseball will require the AquaSox to leave Everett.

- C. The City evaluated the environmental impacts of these alternatives in a draft and final environmental impact statement (EIS), prepared in accordance with the State Environmental Policy Act (SEPA) (chapter 43.21C RCW; chapter 197-11 WAC) and the Everett Municipal Code (chapter 19.43 EMC). The purpose of the EIS process is to provide information to assist decisionmakers in evaluating the impacts of alternatives for implementing the proposal.
- D. Community members and other interested parties have had the opportunity to comment on the Multipurpose Facility during the EIS process. These opportunities included the following:
- The City conducted the scoping phase of the EIS process for this project from January 18, 2024, through February 20, 2024. All scoping comments received during the comment period are included in the public record and the EIS.
 - Comments on the draft EIS from the public and agencies were received during the 30-day comment period following the issuance of the draft on September 5, 2024. An online public meeting was held on Tuesday, September 24, 2024 to brief the public and receive verbal comments.
- E. The City issued a final EIS on November 6, 2024, which responds to the public and agency comments received. The final EIS analyzes the environmental impacts of both the School District site and Downtown alternative locations as well as the no action alternative. It discloses the potential significant adverse impacts of the alternatives and describes mitigation measures to reduce impacts. The appeal period for challenging the adequacy of the final EIS concluded on November 20, 2024, and no appeals were received.
- F. The draft EIS, final EIS, and appendices are available on the City’s website (www.everettwa.gov). The City Council has received and been briefed on the EIS and related project materials. The City Council has reviewed and considered the alternatives evaluated in the EIS, along with public comments and community input.
- G. Key findings from the final EIS can be briefly summarized as follows:

	School District Alternative	Downtown Alternative	No Action
Traffic and Noise	Slight Increase	Comparable to present	Reduction
Historical Resources Impacted	Yes, but mitigation available	Same	None
Other Environmental Impacts	Comparable to present	Comparable to present	Comparable to present

- H. In addition to considering the information in the final EIS, the City Council has considered input from the Multiuse Facility Fiscal Advisory Committee, as well as information from other studies and resources regarding the alternatives. These include study of economic impacts,

construction budgets, facility uses and other non-environmental factors. The considered studies and resources include the following without limitation:

- Minor League Ballpark Site Selection Study (Populous) dated June 19, 2023.
- Preliminary Site Evaluation Report Multipurpose Outdoor Stadium (Kimley Horn) dated August 31, 2023.
- Everett AquaSox School District site Renovation Feasibility Study (AECOM Hunt, SRG, Cannon Design) dated April 2024.
- Everett AquaSox Economic Impact Analysis (Community Attributes, Inc.) dated December 22, 2022, updated May 17, 2024.

I. Key information from these studies and resources is briefly summarized in the table below.

	School District Alternative	Downtown Alternative
Keeps AquaSox in Everett	Yes	Yes
Compliant with MLB Requirements	Yes	Yes
Economic Impact	Slightly Positive	Very Positive
Jobs Impact	Slightly Positive	Very Positive
Budget Required	\$70,000,000+	\$100,000,000+
Property Acquisition Required	Minimal	Substantial
Parking Available Within 10 Minute Walk	800+	2600+
Useable as Concert Venue	Unknown	Yes
Useable as Soccer Venue	No	Yes
Useable for Sports Tournaments	Limited	Yes
Scheduling Conflicts	Yes (student use prioritized)	No
Adds Pedestrian Connections/Transit	None	Yes
Benefits to Surrounding Businesses	Slightly Positive	Very Positive

- J. After considering all of the information described above, public and agency comment, the environmental, social, economic, and other relevant factors, the City Council has decided to select the Downtown alternative (as described in the final EIS) for the proposed Multipurpose Facility.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The “WHEREAS” provisions of this resolution shall constitute findings, determinations, and conclusions of the City Council, which are incorporated by reference as if fully set forth herein.

Section 2. The City Council has considered the School District site alternative for the proposed Multipurpose Facility, the Downtown alternative for the proposed Multipurpose Facility, and a no-action alternative.

Section 3. The City Council has determined that no-action is not an acceptable alternative because Major League Baseball would then require the AquaSox to leave Everett.

Section 4. The City Council selects the Downtown alternative as the location for the proposed Multipurpose Facility. The selection is based on the findings of the final EIS, which show that environmental impacts for the downtown location will be generally comparable to the present and can be appropriately mitigated. This selection is also based on the Downtown alternative having superior economic impact, jobs impact, available parking, alternative uses (soccer and concerts) and pedestrian and transit connections as compared to the School District site alternative, in addition to avoiding the scheduling conflicts inherent in the School District site alternative.

Section 5. This resolution is solely for the purpose of selecting the location for the proposed Multipurpose Facility. It is understood that the proposed Multipurpose Facility project still requires funding and other elements, which are not yet in place.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024

Council President





RESOLUTION NO. _____

A RESOLUTION Selecting the School District Site Alternative as the Location for the Proposed Everett Outdoor Multipurpose Facility Project

WHEREAS,

- A. In response to new requirements from Major League Baseball, the Everett AquaSox, the Minor League Baseball team that plays home games in Everett, will need an updated or new stadium facility. The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox in a public-private effort to develop and operate a new or updated outdoor multipurpose facility that will host baseball and non-baseball events. In this resolution, this proposed facility is referred to as the “Multipurpose Facility.”
- B. The City is considering two alternative locations for the proposed Multipurpose Facility. One alternative location is the existing School District site owned by the Everett School District. The other alternative is located on the eastern edge of Everett’s Downtown core, directly adjacent to and east of the Angel of the Winds Arena. The City has also considered a No Action alternative.
 - Under the School District site alternative, the School District stadium would be renovated and expanded to create the Multipurpose Facility. In addition to serving as the home of the AquaSox, the School District site is currently home to Everett School District high school sports teams and Everett Community College’s baseball team. Under this alternative, it is assumed that Everett Memorial Stadium would remain. With these assumptions in mind, approximately 7 acres is available on which to construct the Multipurpose Facility. To provide additional space, procurement of the privately owned 0.77-acre property at the southwest corner of Broadway and 38th Street would need to be considered.
 - Under the Downtown alternative, the Multipurpose Facility would be constructed on a 12.5-acre Downtown site. The Downtown site currently contains a mix of commercial businesses, including light industrial, distribution, retail, restaurant, and office. The Downtown site is bordered by Broadway to the west, Hewitt Avenue to the north, an Amtrak rail line to the east, and Pacific Avenue to the south. Property acquisitions and business displacements would occur under this alternative.
 - Under the No Action alternative, no new or renovated stadium would be built. However, if no action is taken, Major League Baseball will require the AquaSox to leave Everett.

- C. The City evaluated the environmental impacts of these alternatives in a draft and final environmental impact statement (EIS), prepared in accordance with the State Environmental Policy Act (SEPA) (chapter 43.21C RCW; chapter 197-11 WAC) and the Everett Municipal Code (chapter 19.43 EMC). The purpose of the EIS process is to provide information to assist decisionmakers in evaluating the impacts of alternatives for implementing the proposal.
- D. Community members and other interested parties have had the opportunity to comment on the Multipurpose Facility during the EIS process. These opportunities included the following:
- The City conducted the scoping phase of the EIS process for this project from January 18, 2024, through February 20, 2024. All scoping comments received during the comment period are included in the public record and the EIS.
 - Comments on the draft EIS from the public and agencies were received during the 30-day comment period following the issuance of the draft on September 5, 2024. An online public meeting was held on Tuesday, September 24, 2024 to brief the public and receive verbal comments.
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- F. The draft EIS, final EIS, and appendices are available on the City’s website (www.everettwa.gov). The City Council has received and been briefed on the EIS and related project materials. The City Council has reviewed and considered the alternatives evaluated in the EIS, along with public comments and community input.
- G. Key findings from the final EIS can be briefly summarized as follows:

	School District Alternative	Downtown Alternative	No Action
Traffic and Noise	Slight Increase	Comparable to present	Reduction
Historical Resources Impacted	Yes, but mitigation available	Same	None
Other Environmental Impacts	Comparable to present	Comparable to present	Comparable to present

- H. In addition to considering the information in the final EIS, the City Council has considered input from the Multiuse Facility Fiscal Advisory Committee, as well as information from other studies and resources regarding the alternatives. These include study of economic impacts,

construction budgets, facility uses and other non-environmental factors. The considered studies and resources include the following without limitation:

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Property Acquisition Required	Minimal	Substantial
Parking Available Within 10 Minute Walk	800+	2600+
Useable as Concert Venue	Unknown	Yes
Useable as Soccer Venue	No	Yes
Useable for Sports Tournaments	Limited	Yes
Scheduling Conflicts	Yes (student use prioritized)	No
Adds Pedestrian Connections/Transit	None	Yes
Benefits to Surrounding Businesses	Slightly Positive	Very Positive

- J. After considering all of the information described above, public and agency comment, the environmental, social, economic, and other relevant factors, the City Council has decided to select the School District site alternative (as described in the final EIS) for the proposed Multipurpose Facility.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The “WHEREAS” provisions of this resolution shall constitute findings, determinations, and conclusions of the City Council, which are incorporated by reference as if fully set forth herein.

Section 2. The City Council has considered the School District site alternative for the proposed Multipurpose Facility, the Downtown alternative for the proposed Multipurpose Facility, and a no-action alternative.

Section 3. The City Council has determined that no-action is not an acceptable alternative because Major League Baseball would then require the AquaSox to leave Everett.

Section 4. The City Council selects the School District site alternative as the location for the proposed Multipurpose Facility.

Section 5. This resolution is solely for the purpose of selecting the location for the proposed Multipurpose Facility. It is understood that the proposed Multipurpose Facility project still requires funding and other elements, which are not yet in place.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2024

Council President



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a special improvement project entitled "Fleming St. Bicycle Corridor"
Fund 303, Program 124, as established by Ordinance No. 3858-21.

Council Bill # *interoffice use*

CB 2411-40

Agenda dates requested:

Briefing
1st Reading 12/04/24
Proposed action 12/11/24
Consent
Action 12/18/24
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Fleming St. Bicycle Corridor

Partner/Supplier: Washington State Department of Transportation (WSDOT)

Location: Fleming Street between Madison and Forest Park

Preceding action: Ordinance No. 3858-21, approved [12/22/21](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3858-21 appropriated \$705,000 to Fund 303, Program 124 for this project, which included \$595,000 in a Federal Congestion Management Air Quality (CMAQ) grant, and \$110,000 in local funds. Only \$432,474 in CMAQ grant funds were received for this project.

The design and construction phase of this project was completed at a cost of \$512,037 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$30,437 for total costs of \$542,474.

Project summary statement:

This project designed and constructed a new boulevard style bicycle corridor, approximately two miles in length between Madison Street and the existing pedestrian and bicycle overpass of Mukilteo Boulevard at Forest Park. Improvements included way-finding signage, warning signs, on-street parking delineation, bicycle and shared lane pavement markings, some curb bulb outs and high visibility crosswalks.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Fleming St. Bicycle Corridor"
Fund 303, Program 124, as established by Ordinance No. 3858-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Fleming St. Bicycle Corridor” Fund 303, Program 124, as established by Ordinance No. 3858-21.

WHEREAS,

- A.** The special improvement project entitled “Fleming St. Bicycle Corridor” Fund 303, Program 124, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Fleming St. Bicycle Corridor” Fund 303, Program 124, as established by Ordinance No. 3858-21 be closed.

Section 2. The final expenses and revenues for the “Fleming St. Bicycle Corridor” Fund 303, Program 124 are as follows:

A. Expense

Design and Construction	\$ 512,037
Remaining Balance Transfer to Fund 119	<u>30,437</u>
Total Expenses	\$ 542,474

B. Source of Funds

Federal Grant - CMAQ	\$432,474
Fund 119 – Street Improvements	<u>110,000</u>
Total Funds	\$542,474

Section 3. There are no financial transactions remaining.

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Salary Ordinance 2025

Council Bill # *interoffice use*

CB 2412-42

Agenda dates requested:

Briefing 12/11/24

1st & 2nd Readings 12/11/24

Consent

Action 12/18/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Human Resources

Contact person:

Kandy Bartlett

Phone number:

425-257-8767

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: Ordinance establishing 2025 Salary Schedule for city employees

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: All funds

Fiscal summary statement:

The salary schedule contained in this Ordinance for union employees representing EPOA, EPMA and IAFF was previously approved by City Council, as part of the City's collective bargaining process. AFSCME employees are currently voting on their successor agreement, which is expected to be ratified by their members and placed on the December 18th council agenda and includes a 3.5% wage increase (2% COLA and 1.5% market adjustment). These wage increases are included in this Ordinance. To minimize compression issues, non-represented employees generally receive the same wage adjustment as AFSCME employees; therefore, non-represented employee salaries contained in this Ordinance reflect a 2% COLA in January 2025 and a 1.5% market adjustment effective July 1st, 2025. Negotiations with Snohomish County Construction Crafts (CRAFTS) and Amalgamated Transit Union (ATU) are in progress.

Project summary statement:

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2025, repealing Ordinance 3988-23.

Recommendation (exact action requested of Council):

Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2025.

**ORDINANCE NO. _____**

AN ORDINANCE establishing the basic salary schedule for employees of the City of Everett for 2025, repealing Ordinance 3988-23

THE CITY OF EVERETT DOES ORDAIN:

Section 1: It is the purpose of this ordinance to fix the classification and salary for each employee in the City of Everett and to establish part-time employment and day laborer rates and nothing herein shall be construed to prevent the various department heads, with the consent of the Mayor, from employing such additional employees from time to time as may be necessary in the proper discharge of the duties of such office or from discharging such temporary or part-time employees when the necessity therefore has ceased to exist.

Section 2: The salary schedule for all employees shall be as contained herein for January 1, 2025 to December 31, 2025.

Section 3: This salary schedule identifies existing classifications within the City of Everett. Due to organizational review and natural attrition, some classifications will be vacant throughout the year.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
<u>A. ADMINISTRATION</u>									
Chief Administrative Assistant	6001	06-024	15746	-	17707	-	20509		
Director of Emergency Management	6030	06-017	12282	-	13811	-	15997		
Executive Administrator	6012	06-017	12282	-	13811	-	15997		
Executive Assistant - City Council	6017	06-009	6937	-	7795	-	9018		
Executive Assistant - Mayor's Office	6003	06-009	6937	-	7795	-	9018		
Executive Director	6004	06-021	14468	-	16512	-	18841		
Executive Project Coordinator	6006	06-011	7890	-	8863	-	10260		
Government Affairs Director	6005	06-017	12282	-	13811	-	15997		
Labor & Administrative Services Director	6031	06-021	14468	-	16512	-	18841		
Senior Executive Director	6000	06-023	15287	-	17192	-	19911		
Special Projects Manager	6010	06-015	10409	-	11696	-	13538		
<u>B. BUDGET AND FINANCE</u>									
Accountant I	1200	01-018	7129	7483	7855	8251	8669		
Accounting Manager	6051	06-015	10409	-	11696	-	13538		
Assistant Accounting Manager	6049	06-014	9694	-	10893	-	12605		
Assistant Finance Director	6045	06-017	12282	-	13811	-	15997		
Budget Manager	6053	06-015	10409	-	11696	-	13538		
City Clerk	6054	06-015	10409	-	11696	-	13538		
Controller/Accounting Administrator	6048	06-017	12282	-	13811	-	15997		
Deputy City Clerk/Public Records Officer	6056	06-012	8436	-	9483	-	10968		
Finance Director	6057	06-021	14468	-	16512	-	18841		
Procurement Manager	6060	06-015	10409	-	11696	-	13538		
Procurement Technician	1432	01-015	6157	6471	6793	7129	7483		
Procurement Specialist	1434	01-017	6793	7129	7483	7855	8251		
Senior Procurement Specialist	1436	01-019	7483	7855	8251	8669	9099		
Tax & License Compliance Auditor	6050	06-011	7890	-	8863	-	10260		
Treasurer	6047	06-014	9694	-	10893	-	12605		
Warehouseworker	1430	01-010	4827	5068	5316	5582	5857		
<u>C. COMMUNICATIONS AND ENGAGEMENT</u>									
Communications Director	6009	06-017	12282	-	13811	-	15997		
Communications & Marketing Manager	6024	06-014	9694	-	10893	-	12605		
Engagement & Communications Specialist	6020	06-009	6937	-	7795	-	9018		
Engagement Director	6018	06-017	12282	-	13811	-	15997		
Marketing and Design Specialist	6021	06-009	6937	-	7795	-	9018		
Multimedia & Digital Communications Program Manager	6023	06-012	8436	-	9483	-	10968		
Multimedia Communications Coordinator	6022	06-010	7386	-	8305	-	9608		
Senior Communications Officer	6019	06-012	8436	-	9483	-	10968		
Visual Information Specialist	2480	01-014	5857	6157	6471	6793	7129		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
<u>D. COMMUNITY, PLANNING, AND ECONOMIC DEVELOPMENT</u>									
Assistant Planner	1540	01-016	6471	6793	7129	7483	7855		
Associate Planner	1550	01-018	7129	7483	7855	8251	8669		
Case Management Coordinator	6149	06-010	7386	-	8305	-	9608		
Community Development Director	6150	06-019	13521	-	15207	-	17614		
Community Development Manager	6152	06-014	9694	-	10893	-	12605		
Community Development Specialist	6151	06-010	7386	-	8305	-	9608		
Community Support Care Specialist	6139	06-010	7386	-	8305	-	9608		
Community Support Crisis Responder	6138	06-010	7386	-	8305	-	9608		
Community Support - Prevention Specialist	6137	06-010	7386	-	8305	-	9608		
Community Support Manager	6160	06-014	9694	-	10893	-	12605		
Community Support Specialist/Social Worker	6312	06-010	7386	-	8305	-	9608		
Economic Development & Marketing Manager	6167	06-014	9694	-	10893	-	12605		
Economic Development & Placemaking Program Manager	6165	06-012	8436	-	9483	-	10968		
Economic Development Director	6013	06-017	12282	-	13811	-	15997		
Environmental Planner	1590	01-020	7855	8251	8669	9099	9554		
Homeless Response Coordinator	6148	06-010	7386	-	8305	-	9608		
Housing Improvement Inspector	6155	06-010	7386	-	8305	-	9608		
Land Use Planning Manager	6156	06-015	10409	-	11696	-	13538		
Long Range Planning Manager	6157	06-015	10409	-	11696	-	13538		
Neighborhoods & Community Engagement Coordinator	6002	06-012	8436	-	9483	-	10968		
Planner	1670	01-020	7855	8251	8669	9099	9554		
Planning Director	6158	06-021	14468	-	16512	-	18841		
Planning & Community Engagement Coordinator	6147	06-009	6937	-	7795	-	9018		
<u>E. FACILITIES/PROPERTY MANAGEMENT</u>									
Asst. Real Property Manager	6202	06-011	7890	-	8863	-	10260		
Custodial Supervisor	1945	01-017	6793	7129	7483	7855	8251		
Custodian	1950	01-008	4377	4593	4827	5068	5316		
Facilities Maintenance Supervisor	6204	06-011	7890	-	8863	-	10260		
Facilities Manager	6205	06-014	9694	-	10893	-	12605		
Project Manager - Architect	6206	06-012	8436	-	9483	-	10968		
Real Property Manager	6207	06-015	10409	-	11696	-	13538		
<u>F. FIRE</u>									
Assistant Fire Chief	6250	06-020	14080	-	16053	-	18340		
Assistant Fire Chief/Fire Marshal	6254	06-020	14080	-	16053	-	18340		
Assistant Fire Marshal	2110	04-023	13250	-	-	-	-		
Deputy Fire Chief	6252	06-016	11198	-	12585	-	14563		
Fire and Emergency Medical Services Analyst	6255	06-009	6937	-	7795	-	9018		
Fire and EMS Support Specialist	2148	01-016	6471	6793	7129	7483	7855		
Fire Apparatus/Equipment Mechanic	2145	01-020	7855	8251	8669	9099	9554		
Fire Battalion Chief	2150	04-023	13250	-	-	-	-		
Fire Captain ²	2160	04-021	11830	-	-	-	-		
Fire Chief	6253	06-022	14842	-	16691	-	19331		
Fire Department PIO & Public Education Coordinator	6256	06-012	8436	-	9483	-	10968		
Fire Division Chief	2251	04-024	14196	-	-	-	-		
Fire Inspector	2180	04-021	11830	-	-	-	-		
Firefighter	2200	04-017	6631	7338	8043	8748	9464		
Firefighter	2200	04-117	6631	7571	8517	9464	-		
Firefighter/Driver	2210	04-018	10410	-	-	-	-		
Firefighter/EMTA	2220	04-018	10410	-	-	-	-		
Firefighter/Paramedic ³	2230	04-020	10978	11073	-	-	-		
Medical Services Officer	2250	04-022	12398	-	-	-	-		
<u>G. HUMAN RESOURCES</u>									
Assistant Human Resources Director	6550	06-017	12282	-	13811	-	15997		
Environmental Health & Safety Specialist	6551	06-012	8436	-	9483	-	10968		
Employee Benefits Coordinator	6553	06-009	6937	-	7795	-	9018		
Environmental Health & Safety Manager	6552	06-014	9694	-	10893	-	12605		
Equity Manager	6562	06-012	8436	-	9483	-	10968		
Human Resources Analyst	6557	06-009	6937	-	7795	-	9018		
Human Resources Business Analyst	6565	06-011	7890	-	8863	-	10260		
Human Resources Coordinator	6554	06-008	6516	-	7325	-	8478		
Human Resources Director	6555	06-019	13521	-	15207	-	17614		
Human Resources Manager	6558	06-015	10409	-	11696	-	13538		
Human Resources Operations Manager	6563	06-014	9694	-	10893	-	12605		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Labor & Employee Relations Coordinator	6560	06-011	7890	-	8863	-	10260		
Labor Relations Program Manager	6561	06-012	8436	-	9483	-	10968		
<u>H. INFORMATIONAL TECHNOLOGY</u>									
Cybersecurity Management Specialist	6065	06-011	7890	-	8863	-	10260		
Information Technology Director	6062	06-021	14468	-	16512	-	18841		
Information Technology Manager	6055	06-016	11198	-	12585	-	14563		
Information Technology Project Manager	6064	06-014	9694	-	10893	-	12605		
Information Technology Support Specialist I	1384	01-015	6157	6471	6793	7129	7483		
Information Technology Support Specialist II	1386	01-017	6793	7129	7483	7855	8251		
Information Technology Support Specialist Senior	1388	01-019	7483	7855	8251	8669	9099		
Network Engineer I	1396	01-022	8669	9099	9554	10032	10534		
Network Engineer II	1406	01-025	10032	10534	11061	11614	12194		
Network Engineer Senior	1416	01-027	11061	11614	12194	12804	13445		
Security Analyst I	1398	01-022	8669	9099	9554	10032	10534		
Security Analyst II	1408	01-025	10032	10534	11061	11614	12194		
Security Analyst Senior	1418	01-027	11061	11614	12194	12804	13445		
System Administrator I	1392	01-022	8669	9099	9554	10032	10534		
System Administrator II	1402	01-025	10032	10534	11061	11614	12194		
System Administrator Senior	1412	01-027	11061	11614	12194	12804	13445		
System Analyst I	1394	01-022	8669	9099	9554	10032	10534		
System Analyst II	1404	01-025	10032	10534	11061	11614	12194		
System Analyst Senior	1414	01-027	11061	11614	12194	12804	13445		
<u>I. INTERDEPARTMENTAL</u>									
Accounting Asst/Customer Svc Representative	2300	01-011	5068	5316	5582	5857	6157		
Accounting Technician	2310	01-012	5316	5582	5857	6157	6471		
Administrative Assistant*	6301	06-107	5793	-	6505	-	7530		
Administrative Coordinator	6302	06-008	6516	-	7325	-	8478		
Assistant Buyer	1222	01-012	5316	5582	5857	6157	6471		
Associate Engineer - NPE	6304	06-010	7386	-	8305	-	9608		
Associate Engineer - PE	6305	06-012	8436	-	9483	-	10968		
Business Analyst	6710	06-011	7890	-	8863	-	10260		
Buyer	1260	01-016	6471	6793	7129	7483	7855		
Capital Projects Coordinator	6313	06-011	7890	-	8863	-	10260		
Development Construction Supervisor	6311	06-011	7890	-	8863	-	10260		
Electrician	1960	01-020	7855	8251	8669	9099	9554		
Engineering Technician	4260	01-016	6471	6793	7129	7483	7855		
Engineering Technician Trainee	4270	01-014	5857	6157	6471	6793	7129		
Financial Analyst	6306	06-009	6937	-	7795	-	9018		
GIS Programmer/Analyst	4275	01-018	7129	7483	7855	8251	8669		
Maintenance Mechanic	2370	01-017	6793	7129	7483	7855	8251		
Office Assistant	2390	01-008	4377	4593	4827	5068	5316		
Office Specialist	2400	01-012	5316	5582	5857	6157	6471		
Office Technician	2420	01-010	4827	5068	5316	5582	5857		
Principal Engineer	6307	06-015	10409	-	11696	-	13538		
Project Coordinator	6308	06-010	7386	-	8305	-	9608		
Program Manager	6316	06-012	8436	-	9483	-	10968		
Public Service Aide	2425	01-002	3265	3430	3604	3782	3970		
Ranger II	3090	01-014	5857	6157	6471	6793	7129		
Senior Engineer	6310	06-014	9694	-	10893	-	12605		
Senior Financial Analyst	6314	06-011	7890	-	8863	-	10260		
Small Tool & Equipment Repair Technician	2445	01-015	6157	6471	6793	7129	7483		
Supervisor I	2450	01-017	6793	7129	7483	7855	8251		
Supervisor II	2460	01-020	7855	8251	8669	9099	9554		
Transportation Maintenance Technician	3860	01-015	6157	6471	6793	7129	7483		
<u>J. LEGAL</u>									
Assistant City Attorney I	6351	06-009	6937	-	7795	-	9018		
Assistant City Attorney II	6352	06-013	9037	-	10156	-	11749		
Assistant City Attorney III	6353	06-015	10409	-	11696	-	13538		
Assistant City Attorney/Safe Streets Manager	6016	06-016	11198	-	12585	-	14563		
City Attorney	6354	06-022	14842	-	16691	-	19331		
Deputy City Attorney	6355	06-019	13521	-	15207	-	17614		
Lead Prosecuting Attorney	6359	06-016	11198	-	12585	-	14563		
Legal Administrator/Risk Manager	6356	06-015	10409	-	11696	-	13538		
Legal Assistant	2395	01-011	5068	5316	5582	5857	6157		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
<u>K. LIBRARY</u>									
Assistant Library Director/Librarian IV	6401	06-013	9037	-	10156	-	11749		
Circulation Assistant II	2606	01-008	4377	4593	4827	5068	5316		
Circulation Assistant III	2609	01-010	4827	5068	5316	5582	5857		
Circulation Assistant IV	2612	01-012	5316	5582	5857	6157	6471		
Circulation Supervisor	2615	01-017	6793	7129	7483	7855	8251		
Digital Services Librarian	2633	01-020	7855	8251	8669	9099	9554		
ILS and Acquisitions Coordinator	2645	01-014	5857	6157	6471	6793	7129		
Librarian I	2624	01-018	7129	7483	7855	8251	8669		
Librarian II	2627	01-020	7855	8251	8669	9099	9554		
Librarian II - Cataloging	2648	01-020	7855	8251	8669	9099	9554		
Library Director	6404	06-019	13521	-	15207	-	17614		
Library Fundraising & Marketing Coordinator	6408	06-010	7386	-	8305	-	9608		
Library Manager/Librarian III	6409	06-012	8436	-	9483	-	10968		
Library Office Specialist	2720	01-012	5316	5582	5857	6157	6471		
Library Technician II	2636	01-008	4377	4593	4827	5068	5316		
Library Technician III	2639	01-010	4827	5068	5316	5582	5857		
Library Technician IV	2642	01-012	5316	5582	5857	6157	6471		
Northwest Room Assistant	2618	01-008	4377	4593	4827	5068	5316		
Youth Services Assistant	2621	01-008	4377	4593	4827	5068	5316		
<u>L. MUNICIPAL COURT</u>									
Assistant Municipal Court Administrator	6451	06-013	9037	-	10156	-	11749		
Detention Monitoring Assistant*	6455	06-107	5793	-	6505	-	7530		
Judicial Assistant	2811	01-013	5582	5857	6157	6471	6793		
Municipal Court Administrator	6452	06-017	12282	-	13811	-	15997		
Municipal Court Commissioner	6456	06-018	12693	-	14272	-	16531		
Municipal Court Security Officer*	6453	06-103	4678	-	5251	-	6082		
Probation Counselor	6454	06-010	7386	-	8305	-	9608		
<u>M. PARKS AND COMMUNITY SERVICES</u>									
Animal Care and Customer Service Assistant	1535	01-008	4377	4593	4827	5068	5316		
Animal Control Officer	1510	01-014	5857	6157	6471	6793	7129		
Animal Services Manager	6201	06-014	9694	-	10893	-	12605		
Animal Shelter Attendant	1530	01-007	4162	4377	4593	4827	5068		
Animal Shelter Volunteer & Foster Supervisor	1515	01-017	6793	7129	7483	7855	8251		
Arborist	3000	01-015	6157	6471	6793	7129	7483		
Assistant Animal Services Manager	6754	06-010	7386	-	8305	-	9608		
Assistant Parks & Recreation Director	6502	06-017	12282	-	13811	-	15997		
Athletic Program Supervisor	3038	01-017	6793	7129	7483	7855	8251		
Cultural Arts Manager	6014	06-014	9694	-	10893	-	12605		
Fundraising Coordinator	6757	06-010	7386	-	8305	-	9608		
Golf and Athletic Supervisor	3037	01-020	7855	8251	8669	9099	9554		
Golf and Grounds Equipment Technician	3025	01-015	6157	6471	6793	7129	7483		
Golf and Park Program Manager	6511	06-012	8436	-	9483	-	10968		
Golf Course Supervisor	3035	01-017	6793	7129	7483	7855	8251		
Groundskeeper	3020	01-015	6157	6471	6793	7129	7483		
Horticulturist	3040	01-017	6793	7129	7483	7855	8251		
Lead Groundskeeper	3018	01-016	6471	6793	7129	7483	7855		
Maintenance Technician	3026	01-012	5316	5582	5857	6157	6471		
Park Ranger I	3080	01-012	5316	5582	5857	6157	6471		
Park Ranger Supervisor	3095	01-017	6793	7129	7483	7855	8251		
Parks & Golf Manager	6510	06-014	9694	-	10893	-	12605		
Parks & Grounds Maintenance Supervisor	3105	01-020	7855	8251	8669	9099	9554		
Parks & Recreation Director	6504	06-021	14468	-	16512	-	18841		
Parks and Facilities Program Coordinator	6507	06-010	7386	-	8305	-	9608		
Parks & Facilities Planning & Capital Development Manager	6512	06-014	9694	-	10893	-	12605		
Recreation Leader	3160	01-009	4593	4827	5068	5316	5582		
Recreation Supervisor	3190	01-017	6793	7129	7483	7855	8251		
Resource Conservation Program Manager	6509	06-012	8436	-	9483	-	10968		
Shelter Operations Coordinator	6755	06-009	6937	-	7795	-	9018		
Structural Maintenance Supervisor	3100	01-020	7855	8251	8669	9099	9554		
Urban Forester	3210	01-017	6793	7129	7483	7855	8251		
Veterinarian	6750	06-011	7890	-	8863	-	10260		
Veterinary Clinic Coordinator	6756	06-007	6137	-	6895	-	7979		
Veterinary Manager	6758	06-015	10409	-	11696	-	13538		
Veterinary Technician	1525	01-009	4593	4827	5068	5316	5582		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
<u>N. POLICE</u>									
Deputy Police Chief	6601	06-021	14468	-	16512	-	18841		
Forensic Imaging Analyst	6611	06-009	6937	-	7795	-	9018		
Parking Enforcement Officer	3420	01-011	5068	5316	5582	5857	6157		
Parking Enforcement Supervisor	3415	01-015	6157	6471	6793	7129	7483		
Police Captain	3430	03-014	-	16584	-	-	-		
Police Chief	6602	06-023	15287	-	17192	-	19911		
Police Crime Analyst	6610	06-009	6937	-	7795	-	9018		
Police Inspector	6604	06-017	12282	-	13811	-	15997		
Police Lieutenant	3450	03-013	-	15432	-	-	-		
Police Officer	3460	03-021	8234	9017	10792	-	-		
Police Officer (BLEA)	3475	03-021	8234	9017	10792	-	-		
Police Officer (BLEA) Recruit	3465	03-021	8234	9017	10792	-	-		
Police Officer Entry-Level	3470	03-021	8234	9017	10792	-	-		
Police Property Room Manager	6609	06-011	7890	-	8863	-	10260		
Police Property Room Specialist	3531	01-013	5582	5857	6157	6471	6793		
Police Public Disclosure Manager	6608	06-011	7890	-	8863	-	10260		
Police Public Disclosure Specialist	3525	01-013	5582	5857	6157	6471	6793		
Police Records Unit Shift Supervisor	3505	01-015	6157	6471	6793	7129	7483		
Police Sergeant	3510	03-012	13496	-	-	-	-		
Police Services Program Manager	6606	06-012	8436	-	9483	-	10968		
Records Information Specialist	3530	01-012	5316	5582	5857	6157	6471		
Records Unit Manager	6607	06-011	7890	-	8863	-	10260		
Senior Police Crime Analyst	6615	06-011	7890	-	8863	-	10260		
Wellness Coordinator - Police	6613	06-010	7386	-	8305	-	9608		
<u>O. PUBLIC WORKS/ENGINEERING/PUBLIC SERVICES</u>									
Building Inspector	4150	05-023	9080	9443	9823	-	-		
Building Inspector II	4152	05-024	10315	-	-	-	-		
Building Official	6701	06-016	11198	-	12585	-	14563		
Chief Inspector	4170	05-025	11346	-	-	-	-		
City Engineer/Assistant Public Works Director	6702	06-019	13521	-	15207	-	17614		
City Traffic Engineer	6703	06-015	10409	-	11696	-	13538		
Civil Design Technician	4215	01-019	7483	7855	8251	8669	9099		
Code Compliance Supervisor	6612	06-011	7890	-	8863	-	10260		
Code Enforcement Officer	6102	06-009	6937	-	7795	-	9018		
Computer Aided Design (CAD) Manager	6709	06-011	7890	-	8863	-	10260		
Construction Contracts Compliance Coordinator	6681	06-012	8436	-	9483	-	10968		
Construction Inspector	4210	01-019	7483	7855	8251	8669	9099		
Electrical Inspector	4230	05-023	9080	9443	9823	-	-		
Electrical Inspector II	4232	05-024	10315	-	-	-	-		
Capital Program Funding Manager	6708	06-015	10409	-	11696	-	13538		
Permit Services Manager	6706	06-015	10409	-	11696	-	13538		
Permit Support Assistant	4325	01-010	4827	5068	5316	5582	5857		
Permit Technician	4320	01-014	5857	6157	6471	6793	7129		
Permit Technician Supervisor	4315	01-019	7483	7855	8251	8669	9099		
Plan Review Technician	4220	01-019	7483	7855	8251	8669	9099		
Plumbing/Mechanical Inspector	4340	05-023	9080	9443	9823	-	-		
Plumbing/Mechanical Inspector II	4342	05-024	10315	-	-	-	-		
Public Works Plan Review Supervisor (NPE)	6713	06-013	9037	-	10156	-	11749		
Public Works Plan Review Supervisor (PE)	6714	06-014	9694	-	10893	-	12605		
Senior Signal Technician	4410	01-020	7855	8251	8669	9099	9554		
Traffic Electronic Technician	4420	01-019	7483	7855	8251	8669	9099		
Traffic Electronic Technician Trainee	4425	01-017	6793	7129	7483	7855	8251		
Traffic Operations Supervisor	4441	01-021	8251	8669	9099	9554	10032		
Traffic Signal Electrician	4430	01-019	7483	7855	8251	8669	9099		
Traffic Signal Technician	4435	01-018	7129	7483	7855	8251	8669		
Traffic Technician	4440	01-019	7483	7855	8251	8669	9099		
<u>P. PUBLIC WORKS/UTILITIES</u>									
Assistant Construction Manager	6674	06-013	9037	-	10156	-	11749		
Assistant Inventory Control/Dispatch Technician	3600	01-014	5857	6157	6471	6793	7129		
Cement Finisher	3610	01-016	6471	6793	7129	7483	7855		
Chief Wastewater Treatment Plant Operator	6670	06-013	9037	-	10156	-	11749		
Chief Water Treatment Plant Operator	6657	06-013	9037	-	10156	-	11749		
Construction Manager	6664	06-014	9694	-	10893	-	12605		
Electrical Safe Worker Program Administrator	3887	01-021	8251	8669	9099	9554	10032		
Encampment Response Supervisor	4090	01-018	7129	7483	7855	8251	8669		
Environmental Permit Coordinator	4385	01-020	7855	8251	8669	9099	9554		

Category 2: Sensitive information

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Environmental Technician	4395	01-016	6471	6793	7129	7483	7855		
Equipment Operator	3700	01-014	5857	6157	6471	6793	7129		
Heavy Equipment Operator	3720	01-015	6157	6471	6793	7129	7483		
Industrial Waste Inspector	3730	01-019	7483	7855	8251	8669	9099		
Inventory Control Technician	3740	01-017	6793	7129	7483	7855	8251		
Lead Utility Serviceworker	3750	01-017	6793	7129	7483	7855	8251		
Maintenance Superintendent	6662	06-016	11198	-	12585	-	14563		
Maintenance Superintendent/Assistant Public Works Director	6679	06-019	13521	-	15207	-	17614		
Maintenance/Operations Supervisor	6663	06-013	9037	-	10156	-	11749		
Operations Maintenance Manager	6678	06-015	10409	-	11696	-	13538		
Operations Superintendent	6654	06-016	11198	-	12585	-	14563		
Operations Superintendent/Assistant Public Works Director	6666	06-019	13521	-	15207	-	17614		
Plant Maintenance Supervisor	6676	06-012	8436	-	9483	-	10968		
Plant/Pump Maintenance Mechanic ¹	3820	01-016	6471	6793	7129	7483	7855		
Pretreatment Manager	6655	06-012	8436	-	9483	-	10968		
Public Information/Education Specialist	3809	01-016	6471	6793	7129	7483	7855		
Public Works Budget and Compliance Manager	6680	06-015	10409	-	11696	-	13538		
Public Works Director	6667	06-022	14842	-	16691	-	19331		
Public Works Finance & Support Services Superintendent	6658	06-017	12282	-	13811	-	15997		
Public Works Information & Education Officer	6656	06-012	8436	-	9483	-	10968		
Public Works Project Manager	6677	06-012	8436	-	9483	-	10968		
Public Works Supervisor - Sewer/Drainage/Utilities	4082	01-019	7483	7855	8251	8669	9099		
Public Works Supervisor - Streets	4085	01-019	7483	7855	8251	8669	9099		
Public Works Supervisor - TSG/Utilities	4084	01-019	7483	7855	8251	8669	9099		
Public Works Supervisor - Water/Utilities	4083	01-019	7483	7855	8251	8669	9099		
Public Works Support Services Manager	6682	06-014	9694	-	10893	-	12605		
Records Systems Specialist	4400	01-014	5857	6157	6471	6793	7129		
SCADA/Telemetry Technician I	3875	01-019	7483	7855	8251	8669	9099		
SCADA/Telemetry Technician II	3876	01-020	7855	8251	8669	9099	9554		
SCADA/Telemetry Technician Lead	3877	01-021	8251	8669	9099	9554	10032		
Senior Environmental Specialist	6668	06-014	9694	-	10893	-	12605		
Senior Public Information/Education Specialist	3808	01-017	6793	7129	7483	7855	8251		
Senior Records Systems Specialist	4398	01-016	6471	6793	7129	7483	7855		
Source Control Inspector	3725	01-019	7483	7855	8251	8669	9099		
Surface Water Inspector	3735	01-019	7483	7855	8251	8669	9099		
Surface Water Manager	6675	06-015	10409	-	11696	-	13538		
Treatment Plant Operator-in-Training	4070	01-012	5316	5582	5857	6157	6471		
Utilities Electrician	3885	01-021	8251	8669	9099	9554	10032		
Utilities Engineering Manager	6665	06-016	11198	-	12585	-	14563		
Utilities GIS Program Manager	6659	06-011	7890	-	8863	-	10260		
Utilities Maintenance Technician I	3878	01-018	7129	7483	7855	8251	8669		
Utilities Maintenance Technician II	3879	01-019	7483	7855	8251	8669	9099		
Utilities Maintenance Technician III	3880	01-020	7855	8251	8669	9099	9554		
Utilities Records Manager	6660	06-011	7890	-	8863	-	10260		
Utility Billing Supervisor	6661	06-010	7386	-	8305	-	9608		
Utility Laborer	3900	01-010	4827	5068	5316	5582	5857		
Utility Mapping Supervisor	3890	01-019	7483	7855	8251	8669	9099		
Utility Service Worker	3920	01-015	6157	6471	6793	7129	7483		
Wastewater Plant Manager	6651	06-015	10409	-	11696	-	13538		
Water Plant Manager	6669	06-015	10409	-	11696	-	13538		
Water Pollution Control Operator I	3940	01-017	6793	7129	7483	7855	8251		
Water Pollution Control Operator II	3950	01-019	7483	7855	8251	8669	9099		
Water Pollution Control Operator III	3960	01-021	8251	8669	9099	9554	10032		
Water Quality Analyst	3980	01-019	7483	7855	8251	8669	9099		
Water Quality Control Operator I	3989	01-017	6793	7129	7483	7855	8251		
Water Quality Control Operator II	3990	01-018	7129	7483	7855	8251	8669		
Water/Wastewater Quality Process Analyst	6671	06-012	8436	-	9483	-	10968		
Water Quality Technician	4010	01-016	6471	6793	7129	7483	7855		
Water Service Technician ¹	4020	01-016	6471	6793	7129	7483	7855		
Water Treatment Plant Operator I	4040	01-017	6793	7129	7483	7855	8251		
Water Treatment Plant Operator II	4050	01-019	7483	7855	8251	8669	9099		
Water Treatment Plant Operator III	4060	01-021	8251	8669	9099	9554	10032		
Welder	4080	01-018	7129	7483	7855	8251	8669		
Q. TRANSIT									
Assistant Transit Director	6815	06-017	12282	-	13811	-	15997		
Bus Maintenance Person	4500	02-014	28.19	29.45	30.75	32.12	33.57		
Bus Operator	4510	02-110	30.07	32.14	34.21	36.29	38.44		
Bus Operator ⁴	4510	02-010	-	-	-	-	38.44		

Category 2: Sensitive information

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Bus Operator Trainee	4520	02-011	28.15	-	-	-	-		
Communications Technician	3640	01-019	7483	7855	8251	8669	9099		
Director of Everett Transit	6807	06-019	13521	-	15207	-	17614		
Equipment Service Worker	3710	01-014	5857	6157	6471	6793	7129		
Everett Station Building Manager	6814	06-011	7890	-	8863	-	10260		
Fleet Maintenance Supervisor	3685	01-021	8251	8669	9099	9554	10032		
Fleet Program Manager	6813	06-011	7890	-	8863	-	10260		
Fleet Service Technician	3690	01-019	7483	7855	8251	8669	9099		
Fleet Support Specialist	4549	01-016	6471	6793	7129	7483	7855		
Paratransit Operator	4530	02-113	27.06	28.93	30.79	32.66	34.60	36.52	38.44
Paratransit Operator ^a	4530	02-013	-	-	-	-	38.44		
Paratransit Operator Trainee	4540	02-009	25.34	-	-	-	-		
Paratransit Schedule Technician	4545	01-010	4827	5068	5316	5582	5857		
Transit Inspector	4550	02-012	44.21	45.36	47.63	-	-		
Transit Operations Manager	6805	06-015	10409	-	11696	-	13538		
Transit Operations Supervisor	6804	06-011	7890	-	8863	-	10260		
Transit Training/Safety Coordinator	6812	06-010	7386	-	8305	-	9608		
Security Officer	2016	01-011	5068	5316	5582	5857	6157		
Transportation Program Manager	6808	06-011	7890	-	8863	-	10260		
Transportation Services Customer Service Technician	4590	01-010	4827	5068	5316	5582	5857		
Transportation Services Manager	6803	06-015	10409	-	11696	-	13538		
Transportation Systems Manager	6809	06-013	9037	-	10156	-	11749		
Vehicle Electronics Technician	3695	01-019	7483	7855	8251	8669	9099		
Vehicle Maintenance Manager	6810	06-015	10409	-	11696	-	13538		
Vehicle Parts Storekeeper	4547	01-011	5068	5316	5582	5857	6157		

- Section 4: To provide a method of orderly transition from old salary schedules to a new salary schedule, the following shall apply:
- A. Any employee whose base salary under a previous schedule is greater than the base salary provided in the schedule contained in this ordinance shall continue to receive the previous base pay; salaries not covered by collective bargaining will be set per the compensation ordinance.
- Section 5: Day Laborers
- A. Day laborers employed by the City will be rated by their qualifications, experience, nature of duties and background, and compensated at a minimum of no less than the current minimum wage.
- B. The Mayor and/or his designee together with each Department Head employing day laborers shall establish the rate of pay based on the qualifications, experience, duties and background of each day laborer (other than Parks Department nine-month seasonals).
- C. The Library Board, together with the Library Director, shall establish the rate of pay of Library Day Laborer employees based on the qualifications, experience, duties and background of each Library day laborer employee.
- Section 6:
- A. There is hereby adopted as part of this salary schedule, longevity pay for those employees who are covered under AFSCME Local 113, Everett Firefighters Local 46, Everett Police Management Association, Everett Police Officers Association, Amalgamated Transit Union Local 883 and the Snohomish County Construction Crafts, per their respective collective bargaining agreements.
- B. Longevity pay shall not be paid to appointive employees, temporary employees or day laborers (other than Parks Department nine-month seasonals) and elected officials.
- Section 7: There is hereby adopted as part of this salary ordinance an educational incentive plan for commissioned police officers represented by the Everett Police Officers Association. Such officers, upon becoming eligible, may choose to participate in either the longevity plan or the educational incentive plan until completing 12 years of service. After 12 years of service, employees covered by this collective bargaining agreement may participate in both the longevity and the education plans as set forth in the collective bargaining agreement.
- Section 8: There is hereby adopted as part of this salary ordinance an educational incentive plan for employees represented by Everett Firefighter Local 46. Such employees, upon becoming eligible shall receive the educational incentive payment as set forth in the collective bargaining agreement.
- Section 9: Bus Operators/Paratransit Operators who are requested by their supervisors to act as Bus Operator/Paratransit Operator Trainers shall be paid 10% of their base hourly rate premium pay in addition to their regular hourly rate.
- Section 10: Employees represented by AFSCME, Local 113, and Snohomish County Construction Crafts receiving promotions will advance to the same step in the higher classification pay range or shall be assured of a minimum increase equal to one step in the employee's previous classification, whichever is less.
- Section 11: Employees represented by Everett Firefighters Local 46 shall have 3% added to base salary while meeting HAZMAT and Rescue Technician standards and serving as a member of either team.
- Section 12: Upon demotion, an employee shall be paid either at the step in the lower pay range which is the amount equal to the amount s/he had been at in the higher classification or at the highest step of the lower classification if all of the steps in the lower range are below the step the employee has been at in the higher classification.
- Section 13: All employees, except Circulation Assistant I/Shelver and those who are members of the Amalgamated Transit Union, Local 883, who are paid on an hourly basis as hereinafter or herein set forth shall be considered day laborers as defined by the City Charter governing civil service.
- Section 14: The addition of new classification(s) within salary ranges may be made by Council resolution during the life of this ordinance.
- Section 15: Any and all ordinances in conflict herewith of the City of Everett and all amendments thereto be and the same, are hereby repealed.
- Section 16: The effective date of this ordinance shall be January 1, 2025.

Footnotes:

- 1 Plant/Pump Maintenance Mechanic and Water Service Technician: Positions assigned to cross-connection responsibilities and possessing a state certification = 5% above salary.
- 2 Fire Captain - 3% added to base salary while assigned as Station Captain.
- 3 Firefighter/Paramedic classification - 3% added to base salary while assigned as Lead Paramedic.
- 4 Transit Operators hired in the classification prior to 1/1/99.
- 5 Appointive employees will receive an additional 1.5% market adjustment effective July 1, 2025.

*Non-exempt in accordance with Fair Labor Standards Act

Cassie Franklin, Mayor

Marista Jorve, City Clerk

Date Passed:

Date Valid:

Date Published:

Effective Date:

From: khope@comcast.net
To: [DL-Council](#)
Subject: [EXTERNAL] New Ballpark for Everett
Date: Wednesday, December 18, 2024 4:37:14 PM

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

Dear Council Members:

As a season ticket holder who does not live in Everett, it is my greatest hope that you will vote to build a new ballpark in Everett. We have been driving into Everett since 1994 to attend games, and as a result we have spent many dollars in Everett that we might have spent elsewhere. We visit restaurants, stores, and festivals that we might not have the inclination to come into Everett for. A new ballpark would bring revenue to Everett, perhaps new residents buying/building new homes, apartments, condos, etc. and incentive for businesses to open new offices, new businesses and grow existing businesses. Without the Everett AquaSox not a lot of reasons for us to come to Everett, so let's build a better place for all to visit, a multi functional facility that would benefit many for years to come!

Tonight is your time to vote for this ballpark, and we hope you do. We will be there tonight to celebrate a win for the Aqua Sox and Everett!

Thank you for taking the time to consider this important issue.

Kathy and Dave Hope
7621 129th DR SE,
Snohomish, WA 98290

From: [Mark Myers](#)
To: [Angela Ely](#)
Subject: RE: [EXTERNAL] You have my vote...NEW stadium
Date: Wednesday, December 18, 2024 3:07:11 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)

Category 2: Sensitive information

I currently live in Snohomish but was in Everett for 12 years prior. We attend quite a few games today and would be more excited to attend more in the future if there were amenities (restaurants, etc) walking distance to the stadium. Subway is good but I am talking more bars and social type amenities.

My wife was also the General Manager for the Courtyard by Marriott hotel in Everett for quite a few years. She actually opened that hotel and worked a ton with the city during the build process. We are invested in the city.

Thank you,

Mark Myers

Group Audit Program Manager

Audit, Risk, and Compliance (ARC)

C: 206-391-9442

Red-West B/3207

"Alone we can do so little; together we can do so much." – *Helen Keller*

"A life is not important except in the impact it has on other lives." – *Jackie Robinson*

"Spread love everywhere you go. Let no one ever come to you without leaving happier."

—*Mother Teresa.*



Category 2: For official use only / disclosure permissible by law.

From: Angela Ely <AEly@everettwa.gov>
Sent: Wednesday, December 18, 2024 1:40 PM
To: Mark Myers <marmye@microsoft.com>
Subject: RE: [EXTERNAL] You have my vote...NEW stadium



Angela Ely

Executive Assistant | Everett City Council

425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201

EVERETT everettwa.gov | [Facebook](#) | [Twitter](#)

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From: Mark Myers <marmye@microsoft.com>
Sent: Wednesday, December 18, 2024 8:07 AM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] You have my vote...NEW stadium

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

Dear esteemed Everett City Council:

I hope this message finds you well. I am writing to express my strong support for the proposal to build a new minor league baseball stadium for the Everett AquaSox in our city, specifically in the area currently facing high crime rates and economic challenges. I believe this project offers significant benefits that far outweigh the option of renovating the Funko Field "managed" by the Everett school district.

Economic Revitalization:

- **Job Creation:** The construction of a new stadium will [create numerous jobs](#) during the building phase and through ongoing operations, providing much-needed employment opportunities for local residents. I loved your position on ensuring local businesses are a priority for this effort.
- **Boost to Local Businesses:** A new stadium will [attract visitors, increasing foot traffic and spending in nearby businesses](#) such as restaurants, shops, and hotels, thereby [revitalizing the local economy and supporting small businesses](#).

Urban Renewal:

- **Property Value Increase:** New developments can [increase property values](#) in the surrounding area, leading to [higher tax revenues](#) that can be [reinvested in public services and infrastructure](#).
- **Infrastructure Improvements:** The project will likely include [upgrades to local infrastructure](#), such as roads, public transportation, and utilities, [benefiting the entire community](#).

Social Benefits:

- **Community Engagement:** The new stadium can [serve as a community hub, hosting not only sports events but also concerts, festivals, and other social gatherings, enhancing community pride and cohesion](#).
- **Crime Reduction:** Revitalizing a run-down area can lead to a [reduction in crime rates](#). Increased foot traffic and economic activity can [make the area safer and more vibrant](#).

Long-Term Sustainability:

- **Modern Facilities:** A new stadium can be built with modern amenities and sustainable practices, making it [more efficient and environmentally friendly](#).
- **Future-Proofing:** Building new allows for the [incorporation of the latest technology and design trends](#), ensuring the stadium remains relevant and attractive for years to come.

Addressing Current Issues:

- **Scheduling Conflicts:** The current ballpark, managed by the Everett school district, faces significant scheduling issues. A new stadium would [eliminate these conflicts](#), providing a dedicated space for the team

and other events.

- **Avoiding Major Renovations:** The existing ballpark requires extensive renovations. Building a new stadium can be **more cost-effective in the long run** and avoids the disruptions associated with extensive renovations.

Preventing Team Relocation:

- **Community Pride:** Keeping our beloved Everett AquaSox in town is crucial for community morale and local identity. Losing the team will have a massive negative impact on both.
- **Economic Loss:** **The potential economic loss if the team moves out of town includes lost jobs, reduced local spending, and decreased tourism.**

I strongly believe that building a new stadium in a run-down part of our city will bring about significant economic, social, and environmental benefits. It is an investment in our community's future that will pay dividends for years to come.

Here are some additional thoughts:

Building a new minor league ballpark in a part of town that is a bit degraded can offer several advantages over rebuilding on an existing location. Here are some key reasons:

1. Economic Revitalization:

1. **Job Creation:** New construction projects create jobs, both during the building phase and through ongoing operations. For example, the construction of Polar Park in Worcester, Massachusetts, created over 500 construction jobs and is expected to support hundreds of permanent jobs
2. **Increased Local Spending:** A new ballpark can attract visitors, boosting local businesses such as restaurants, hotels, and retail stores. This influx of spending can help revitalize the local economy

2. Urban Renewal:

1. **Property Value Increase:** Building a new stadium in a neglected or degraded area can increase property values, leading to higher tax revenues that can be reinvested in public services
2. **Infrastructure Improvements:** New stadium projects often include upgrades to local infrastructure, such as roads, public transportation, and utilities, benefiting the entire community

3. Community Benefits:

1. **Social Cohesion:** A new stadium can serve as a community hub, hosting not only sports events but also concerts, festivals, and other social gatherings. This can enhance community pride and cohesion
2. **Crime Reduction:** Revitalizing a run-down area can lead to a reduction in crime rates. Increased foot traffic and economic activity can make the area safer and more vibrant

4. Long-Term Sustainability:

1. **Modern Facilities:** New stadiums can be built with modern amenities and sustainable practices, making them more efficient and environmentally friendly
2. **Future-Proofing:** Building new allows for the incorporation of the latest technology and design trends, ensuring the stadium remains relevant and attractive for years to come

These benefits highlight why building a new ballpark in a run-down part of town can be a more advantageous option for cities looking to maximize economic and social returns.

Here are some specific statistics and examples regarding new ballparks for minor league teams and would love to add our beloved city of Everett to that list:

1. ABC Supply Stadium (Beloit Sky Carp):

1. **Economic Impact:** The construction of ABC Supply Stadium in Beloit, Wisconsin, has revitalized the local economy. The project created hundreds of construction jobs and is expected to generate ongoing employment opportunities

1. **Attendance Boost:** Since opening, the stadium has significantly increased game attendance, drawing more fans and boosting local business revenues

2. Atrium Health Ballpark (Kannapolis Cannon Ballers):

1. **Community Engagement:** Located in downtown Kannapolis, North Carolina, Atrium Health Ballpark has become a central hub for community events, not just baseball games. This has enhanced local community engagement and pride
2. **Economic Benefits:** The ballpark has spurred economic development in the area, attracting new businesses and increasing property values
3. **Polar Park (Worcester Red Sox):**
 1. **Job Creation:** The construction of Polar Park in Worcester, Massachusetts, created over 500 construction jobs and is expected to support hundreds of permanent jobs
 2. **Economic Impact:** The park has been a catalyst for economic development in Worcester, with new restaurants, hotels, and retail stores opening nearby

These examples illustrate how new minor league ballparks can provide significant economic and social benefits to their communities.

When we think about what a new stadium brings to the city, it is clear that there is a long-term benefit. The benefits expand beyond baseball, especially when you have a new ballpark versus a renovation of an existing one. The issues faced are beyond just facilities in the current location.

A new minor league ballpark can offer a variety of uses beyond just hosting baseball games, often providing more flexibility and modern amenities compared to a renovated ballpark. Here are some additional uses and benefits:

1. **Concerts and Entertainment Events:**
 1. New ballparks can be designed with state-of-the-art sound systems and staging areas, making them ideal venues for concerts and other large entertainment events. For example, the Texas Rangers have hosted the "Concert in Your Car" series at their new Globe Life Field
2. **Community Events and Festivals:**
 1. These venues can serve as central locations for community events, such as food festivals, holiday celebrations, and local markets. This helps foster community engagement and provides a versatile space for various activities
3. **Corporate and Private Events:**
 1. Modern ballparks often include conference rooms, banquet halls, and luxury suites that can be rented out for corporate meetings, weddings, and other private events. This can generate additional revenue for the city and the ballpark
4. **Fitness and Wellness Programs:**
 1. New ballparks can incorporate fitness facilities and host wellness programs, such as yoga classes, fun runs, and sports clinics. This promotes a healthy lifestyle within the community
5. **Educational Programs:**
 1. Ballparks can partner with local schools and organizations to offer educational tours, STEM programs, and sports camps. This provides valuable learning opportunities for students and young athletes
6. **Adaptive Reuse for Other Sports:**
 1. Some ballparks are designed to be adaptable for other sports, such as soccer, lacrosse, or even eSports events. This versatility can attract a wider range of audiences and events

By incorporating these diverse uses, a new minor league ballpark can become a vibrant, multi-purpose facility that benefits the entire community, offering more than just a place to watch baseball. Taking the upkeep, the scheduling and overall support out of the hands of the Everett School District can only have benefits. Let's be honest, the current Funko Field is vastly underutilized for bringing in revenue driving events like concerts, community events, etc. If a new ballpark is built with the community in mind, you can do SO MUCH MORE with it.

A new minor league ballpark can be utilized in various ways during the offseason, providing value to the community year-round. Here are some popular offseason uses:

1. **Concerts and Festivals:**
 1. Ballparks can host concerts, music festivals, and other large-scale entertainment events. The spacious seating and open field make them ideal venues for such gatherings

2. **Community Events:**

1. These venues can be used for local events such as holiday celebrations, farmers' markets, and food festivals. This helps foster community engagement and provides a central location for various activities

3. **Corporate and Private Events:**

1. Modern ballparks often include conference rooms, banquet halls, and luxury suites that can be rented out for corporate meetings, weddings, and other private events. This generates additional revenue and keeps the facility in use

4. **Sports Clinics and Camps:**

1. Ballparks can host youth sports clinics, training camps, and fitness programs. These activities promote health and wellness in the community and provide valuable training opportunities for young athletes

5. **Movie Nights:**

1. Many ballparks offer movie nights where families can watch films on the big screen from the comfort of the field or stands. This is a popular and family-friendly use of the space

6. **Charity Events:**

1. Hosting charity runs, walks, and other fundraising events can be a great way to support local causes and bring the community together

7. **Winter Activities:**

1. In colder climates, ballparks can be transformed into ice skating rinks or winter wonderlands, offering ice skating, holiday markets, and other seasonal activities. Why not do something like the Mariners currently do at T-Mobile with the **Enchant?**

These diverse uses ensure that a new minor league ballpark remains a vibrant and valuable asset to the community throughout the year.

I have a tough time seeing why this isn't the answer. It is fiscally responsible in the long run and brings a rejuvenation to a city that needs it. We will drive out crime in that area, which is a huge issue. The ballpark allows for something for everyone when done right. If you cut corners, you cut out benefits to the community. Go make this everything you want and need it to be so we bring community pride back to Everett. In addition, building it near the new light rail that is coming through also brings great benefits.

Building a new ballpark near a transit center can offer numerous benefits for the city and its residents. Here are some key advantages:

1. **Improved Accessibility:**

1. **Convenient Transportation:** Proximity to a transit center makes it easier for fans to reach the ballpark using public transportation, reducing the need for parking and alleviating traffic congestion
2. **Increased Attendance:** Easier access can lead to higher attendance at games and events, as more people can conveniently travel to the ballpark

2. **Economic Benefits:**

1. **Boost to Local Businesses:** Increased foot traffic from transit users can benefit nearby businesses, such as restaurants, bars, and retail stores
2. **Higher Property Values:** Properties near transit centers often appreciate in value more rapidly, benefiting local property owners and increasing tax revenues for the city

3. **Environmental Impact:**

1. **Reduced Carbon Footprint:** Encouraging the use of public transportation can help reduce the city's overall carbon footprint, contributing to environmental sustainability
2. **Less Traffic Congestion:** With more people using public transit, there is less reliance on cars, leading to reduced traffic congestion and lower emissions

4. **Social Benefits:**

1. **Enhanced Community Connectivity:** A ballpark near a transit center can become a central hub for community activities, making it easier for people from different parts of the city to gather and participate in events

2. **Inclusive Access:** Improved accessibility ensures that people from various socio-economic backgrounds can attend games and events, promoting inclusivity and community engagement
5. **Maximized Public Investment:**
 1. **Efficient Use of Infrastructure:** Building near a transit center maximizes the use of existing public infrastructure, ensuring that investments in transit systems are fully utilized
 2. **Synergy with Urban Development:** Transit-oriented development can spur further urban renewal and development projects, creating a more vibrant and livable city

These benefits highlight why building a new ballpark near a transit center can be a strategic and advantageous decision for cities looking to enhance accessibility, economic growth, and community engagement.

Thank you for considering my perspective. I am confident that this project will greatly benefit our city, and I urge you to support the proposal.

Thank you,

Mark Myers

Group Audit Program Manager
Audit, Risk, and Compliance (ARC)
C: 206-391-9442
Red-West B/3207

"Alone we can do so little; together we can do so much." – *Helen Keller*

"A life is not important except in the impact it has on other lives." – *Jackie Robinson*

"Spread love everywhere you go. Let no one ever come to you without leaving happier." —*Mother Teresa*.



From: Sean Collins <seanpc321@yahoo.com>
Sent: Wednesday, December 18, 2024 1:52 PM
To: Angela Ely
Subject: RE: [EXTERNAL] Aquasox Stadium Vote

Hi Angela!

I live in Michigan. Just a fan but this vote came across my radar. Would love to see them thrive for many more years in Everett. The people there deserve it

[Yahoo Mail: Search, Organize, Conquer](#)

On Wed, Dec 18, 2024 at 4:41 PM, Angela Ely
<AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.

Your comments have been received by the Council. I will forward your email to staff and can submit as written comment for the record at the December 18 Council meeting, but in order to do so, could you please confirm your city of residence?

Sincerely,

Angela



Angela Ely

Executive Assistant | Everett City Council

425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201

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From: Sean Collins <seanpc321@yahoo.com>
Sent: Wednesday, December 18, 2024 8:10 AM

To: DL-Council <Council@everettwa.gov>; Deb Williams <DWilliams@everettwa.gov>
Cc: dannyt@aquasox.com
Subject: [EXTERNAL] Aquasox Stadium Vote

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

Hi Team!

I'm writing to ask that you please consider the vote to keep the Aquasox in Everett. I'm not going to bore you with my entire back story or fan resume but just know I live in Detroit, love minor league baseball and through the magic of streaming, fell in love with the Aquasox over the last few years. So much so that I attended my first game in September and it was AWESOME. I've had the pleasure of attending some 15+ minor league stadiums in the last few years and can honestly say, the Aquasox cemented themselves as my favorite. I routinely wear my gear around metro Detroit and it becomes a conversation starter. Truth be told, I've probably gotten the team a few online orders and/or social media followers in the last few months. The merch was outstanding, stadium was perfectly situated in town, and the people made it fabulous. I literally met an older gentleman who graduated from my high school in Michigan! Baseball has a funny way of bringing people together that way. Sure, the stadium could use a face-lift and maybe more Seattle based food items but it was great. Everything minor league baseball should aim for. A fun, affordable night out with no headaches. The fans are knowledgeable. They know when to clap, when to boo and what to teach their kids about the game. I even got to meet the mascot and in game host, both of whom who couldn't have been nicer.

I did some research and saw they've improved attendance year over year recently. Very few minor league teams can say that. People go to minor league games not for the wins and losses (save that crowd for the Mariners) but for the fan experience. The Aquasox are elite in that regard. Please vote for the upgrade to Funko Field then let the operations and marketing team do what they do. It's working.

Not saying I'll be going to games often but to pull a team out of this town after 40yrs would kill a lot of good vibes in that town. Take a moment to see what's going on with the Carolina Mudcats move after this season as Exhibit A. Spoiler: People are livid, the new town doesn't care and the new team logos are rough to say the least. Please consider this email in your vote today.

If you have any questions or would like to chat with me about this further, please email me back or call anytime.

Thank you for reading and go Aquasox! Just don't go away...

Sean Collins
248-914-1532

[Yahoo Mail: Search, Organize, Conquer](#)

From: mona patrick <monaspatrick@gmail.com>
Sent: Wednesday, December 18, 2024 1:37 PM
To: Angela Ely
Subject: Re: [EXTERNAL] PLEASE SAVE AQUASOX IN EVERETT

Certainly
Susan Patrick
P.O. BOX 1712
WOODINVILLE, WA. 98072

Thank you!

On Wed, Dec 18, 2024, 1:29 PM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for submitting your email to Council.

If you are wanting your email to be submitted as written comment for the record at the December 18 Council meeting, I would need confirmation of your full name and city of residence.

The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.

Sincerely,

Angela



Angela Ely
Executive Assistant | Everett City Council
425.257.8703 | [2930 Wetmore Ave, Ste 9A, Everett, WA 98201](https://www.everettwa.gov)
[everettwa.gov](https://www.everettwa.gov) | [Facebook](#) | [Twitter](#)

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From: mona patrick <monaspatrick@gmail.com>
Sent: Tuesday, December 17, 2024 7:45 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] PLEASE SAVE AQUASOX IN EVERETT

From: Nick Schiffler <nschiffler@gmail.com>
Sent: Wednesday, December 18, 2024 12:32 PM
To: DL-Council
Subject: [EXTERNAL] Everett Aquasox - Supporting the New Downtown Stadium

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

Hi folks,

Emailing to send my support for a new downtown ballpark for the Everett Aquasox.

My now-wife and I moved to Snohomish County two years ago and one big reason was the sense of community this great area offers. The Aquasox are a huge part of that, and we fully support anything we can do to give them the long-term home they deserve in Everett.

Best,

Nick Schiffler
Marketing Manager and DEI Council Chairman, Deltek
206.920.7543

From: Meredith Lowe <mer_lowe@yahoo.com>
Sent: Wednesday, December 18, 2024 9:38 AM
To: DL-Council
Subject: [EXTERNAL] Everett Outdoor Multipurpose Facility

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

Good morning Council Members,

This evening you will be voting on whether or not to build a new outdoor multipurpose facility, renovate Funko Field, or neither. I strongly encourage you to vote to build a fiscally responsible outdoor multipurpose facility.

My family loves baseball and soccer. Every year we go to multiple Aquasox games. We love it. It is so much more affordable and manageable with small children than a Mariners game. My oldest has a passion for baseball that he doesn't have for other things. He plays almost every day and checks the stats for every player and team during the season and trades in the offseason. The chance to see and talk to so many players coming through the farm system is invaluable. My youngest adores the mascot Webbby and is always excited to see him. It's a delight to see Webbby around town supporting so many different areas of our community from school reading programs to the 4th of July parade to festivals downtown.

If there is a chance to have a minor league soccer team here as well, I'm sure we would be going to those games as well. We used to regularly attend many Sounders games until kids and schedules made that more challenging. Much like with the Mariners. However if a team were in our backyard, we would be much, much more likely to go see live games again. That would be amazing.

I am also excited about the possibility of non-sports related opportunities such as outdoor concerts and festival. The city and the port have proven that outdoor music and festivals are viable and popular in our community. Another venue for these activities would be wonderful.

I realize that money is an issue. In a year where the city has had to cut services it is difficult to think about approving millions of dollars on building something new. But it has been made abundantly clear that the Aquasox will not stay if there isn't an upgrade in the stadium they play in. Losing the team would be a fiscal and cultural blow to the city and the community. The loss of opportunity a multipurpose facility would provide this city would be shortsighted. Previous published reports indicate that it would be possible to build a new facility in a fiscally responsible way. I encourage you to pursue this option.

Thank you,
Meredith Lowe Prather
Everett, WA

From: Megan Newman <meganjoenewman@gmail.com>
Sent: Wednesday, December 18, 2024 8:38 AM
To: DL-Council; Jimmy Newman
Subject: [EXTERNAL] AquaSox Vote - Support for New Stadium

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

Hello,

My name is Megan Newman and I am writing to express my support for building a new Aqua Sox stadium. My family are Aqua Sox season ticket holders. My seven year old son loves baseball, and loves the AquaSox. He considers the stadium a second home. He spends most of the games, not watching but wandering around the stadium, meeting players, high fiving other fans, and catching fly balls, playing catch in the play field and generally tiring out his parents. This experience is much more meaningful to us, than what he gets in larger, less personal MLB parks. I urge you to please support building or renovating the stadium, so he and other kids can continue to discover a love of community engagement at a young age.

Thanks,

Megan Newman

14705 13th Ave SE, Mill Creek, WA 98012

From: Mark Rice <Mark.Rice@marenakos.com>
Sent: Wednesday, December 18, 2024 7:38 AM
To: DL-Council
Subject: [EXTERNAL] Everett Aquasox

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

This email is being sent to let you know how much I feel the importance is to the city, and families to be able to experience and have fun be available for a lower cost than high end major league sporting events.

Thank you for making this happen for our local families...

Mark A. Rice

Marenakos Rock Center
30250 SE High Point Way
Issaquah, WA. 98027
Direct Contact: 206-719-0123

From: Kelli Chapman <KChapman@jpclaw.com>
Sent: Wednesday, December 18, 2024 7:36 AM
To: Yorik Stevens-Wajda
Cc: Cassie Franklin; DL-Council; Angela Ely; Scott Pattison; Brian E. Lawler; JPC-LitigationSupport
Subject: [EXTERNAL] Proposed Downtown Stadium - Everett Multipurpose Facility
Attachments: Hewit Overpass LLC - Letter to Everett (01615677xB8ED2).PDF

Follow Up Flag: Follow up
Flag Status: Completed

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

Good morning.

Attached please find a letter from Brian Lawler in regards to the above referenced matter. Please note that a hard copy will follow by mail.

Best regards,

Kelli Chapman

PARALEGAL | JAMESON PEPPE CANTU PLLC
801 Second Avenue, Suite 700 | Seattle, WA 98104
Direct: 206.690.6112 | Fax: 206.292.1995
kchapman@jpclaw.com

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Brian Lawler
Of Counsel
blawler@jpcclaw.com
Tel: (206) 690-61106

801 Second Avenue, Suite 700
Seattle, Washington 98104
206.292.1994
www.jpcclaw.com

December 18, 2024

Mr. Yorik Stevens-Wajda
Planning Director
City of Everett Planning Dept.
2930 Wetmore Ave., Suite 8A
Everett, WA 98201
ystevens@everettwa.gov

Re: Proposed Downtown Stadium – Everett Multipurpose Facility
Council Vote: December 18, 2024

Dear Planning Director Stevens-Wajda

Introduction. On behalf of our client Hewitt Overpass LLC, we submit this statement of opposition to the proposed Downtown Stadium proposal. The vote for the proposed Everett Multipurpose Facility is a rush to approve a concept that is not fully vetted financially and does not account for the losses to the community from existing properties and businesses that will be displaced. As explained below, the loss of the 28 properties for the Downtown Stadium has negative ripple effects on other adjacent properties. This is an important project, with far reaching consequences, that warrants and requires a more rigorous review.

Our client Hewitt Overpass LLC owns four parcels which are on the south side of Hewitt Avenue on the north side of the block proposed as the Downtown Stadium site. Combined these properties encompass over 45,000 sf of space. A map of the proposed site with arrows pointing to the four parcels is attached for your reference. Attachment A.

Properties like those of Hewitt Overpass are important not only as stand alone properties, but also for their cumulative support for other properties and businesses. Case in point. The Hewitt Overpass parcels have shared space utilization supporting another business (Sea-Dog Corporation) which has 120,000 sf of building space on the 3400 block of Smith Street, 5 blocks South of the Hewitt property. Sea-Dog, a 90 year old company, is a leading national distributor of marine and powersports hardware and accessories. Its thriving business continues to utilize more and more of the space in the Hewitt Overpass properties. The loss of Hewitt Overpass buildings will negatively impact that business. There are likely other effects to other nearby businesses from the loss of the 28 parcels. Is this how the City wants to support downtown businesses?

Where is the Analysis of Displacement of Businesses/Acquisition of Properties?

Proponents of the Downtown Stadium cite speculative and unquantified economic development benefits according to an economic impact analysis prepared for the City in 2022 (*is that even current?*), even though researchers say claims of economic benefits from stadium construction are often exaggerated. See *HeraldNet* article referenced above. Boosterism works that way. No surprises there.

The Final Environmental Impact Statement (FEIS) for the Outdoor Multipurpose Facility Project (November 2024) reports that 28 properties will need to be acquired. See Figure 2-10 Property Ownership. Attachment B. Is there any cogent analysis of the effects of displacing these businesses? No. The FEIS obliquely states under Section 1.14 “Issued to Be Addressed”, four bullets’ points, the last of which states...“there would be an impact on displaced businesses.” Yes, no surprise there either. But then the FEIS stops.

So, what happens to the lost jobs and economic opportunities these businesses provide? How do those losses counterbalance the claimed economic opportunities cited by the boosters? Who knows? No “net” loss or gain analysis exists.

Another report suggests that property acquisition costs will be \$18M. See Thursday, December 12, 2024, *HeraldNet*. Lessons learned from Sound Transit’s property acquisition experience suggest these sorts of estimates are too low and optimistic. See discussion below on “Cost Overruns.” Owners are entitled to fair market value based on “highest and best use” not present use. The current zoning and Comp Plan designations for these properties are very favorable to further economic development. Property owners will appropriately cite those conditions to support higher values for their properties. This begs the question – what is the basis for an estimate of \$18M for acquisition costs?

Displaced tenants are also entitled to compensation under RCW 8.26 “Relocation Assistance – Real Property Acquisition Policy.” Are these costs analyzed and offset against speculative future economic benefits? No.

Where is the Money Coming from for the Downtown Stadium Project?

By any measure of rationality, there is not enough money to fund the Downtown Stadium project. The “City of Everett Stadium Fiscal Advisory Committee Initial Funding Recommendation” (December 5, 2024) reports on potential funding sources (Section 4, pages 5-9), some of which are real and some of which are speculative, and also reports on projected Project Costs (Section 6). Then, in concluding on page 13, SFAC report states “... the associated cost projections exceed funding sources.” [Emphasis added]. Where is the additional money coming from? How long will it take to find the extra money?

Illusory Cost Savings. My client has heard suggestions that savings can be achieved by condemning fewer properties, specifically the ten (10) properties along the south side of Hewitt

Ave. *See Attachment A.* This is illusory. Taking all properties up to but not including the properties along Hewitt Ave. eliminates the functional access and parking for those properties. (No parking is allowed on Hewitt Ave. in front of these properties.) Functional access is from McDougall. These properties become stranded and not functional. They will then have claims for diminution in value.

What About Real World Cost Overruns?

The current project cost estimates are unreliable and low. Can anyone on the Council remember **any** project of this magnitude that came in on time and on budget? Has the City even had any recent experience with a project of this magnitude.

According to the “City of Everett’s Stadium Fiscal Advisory Committee” (SFAC) dated December 5, 2024, and released on December 11, 2024, the cost of a Funko Field remodel could range between \$68 million and \$73.5 million, with another \$2.5 million needed for property acquisition. A new downtown stadium would cost **significantly more**, with a low end of \$84.4 million and a high end of \$114.6 million, along with \$18 million projected for property acquisition, for an estimated total of over \$130M. *See: HeraldNet, Thursday, December 12, 2024.*

Does anyone believe these costs are even remotely accurate? Further south of Everett, Sound Transit’s (ST) dramatic real world experience with cost overruns is informative. “The Urbanist” is a non-partisan non-profit entity that tracks and reports, among other things, area wide transportation, housing, and political topics. Its mission is to cover stories that inform and influence the public and their leaders on the vision that the Puget Sound region’s built environment and social systems support thriving, healthy, sustainable communities. Its neither a NIMBY (Not in My Back Yard) group nor a booster group. Likewise, the Washington Policy Center is a non-partisan think tank in Seattle, Washington, that publishes studies, sponsors events and conferences, and educates citizens on public policy issues facing Washington state. Both have commented extensively on Sound Transit’s massive cost overruns. A few illustrative examples follow.

The Urbanist notes that cost increases were always a probable outcome for the ST3 program given significant escalations in real estate, materials, and construction over the past decade, cost increases that generally well exceeded core inflation, as well as shotgun planning.

See: <https://www.theurbanist.org/2023/12/18/sound-transit-reveals-big-cost-overrun-for-federal-way-train-base/>.)

Likewise, the Washington Policy Committee’s Report of May 10, 2022, notes that the 2016 voter approved ST3 expansion estimated costs of \$54 billion for the ST3 expansion. By 2017, that cost estimate had risen to \$92 billion, and by 2022 to \$114 billion almost twice the number used in 2016 to gain voter approval. *See: <https://www.washingtonpolicy.org/publications/detail/in-five-years-sound-transit-has-racked-up-an-additional-50-billion-for-rail-plan>.*

Since then, Sound Transit has unearthed meteoric cost increases for the South Operations and Maintenance Facility (OFM) in Federal Way. *See: <https://www.theurbanist.org/2023/12/18/sound->*

Mr. Yorik Stevens-Wajda

December 18, 2024

Page 4

[transit-reveals-big-cost-overrun-for-federal-way-train-base/](#). Agency staff blames the cost increases primarily on inflated market conditions and a new cost-estimating methodology.

Even more recently, the Urbanist reported just a few months ago (09/19/24) that Sound Transit recently revealed another meteoric rise in costs for its West Seattle Link project.

See: <https://www.theurbanist.org/2024/09/19/op-ed-sound-transit-should-rethink-light-rail-extensions-beset-with-overruns>.

Can anyone remember any article about a public works project costing less than the early estimates? Are Everett Herald readers going to be reading future articles about the overruns at the Downtown Stadium? And pointing fingers?

Conclusion. Why do these concerns matter? The City, its residents, its business owners and their employees deserve a prudent decision, based on better, deeper, and wider analysis.

There are obviously myriad considerations, e.g., elimination of access streets, etc., the consequences of which have not been fully fleshed out, and all of which will create a quagmire of difficulty for local businesses, landowners, the City and this community if poor economic decisions are made based on this paucity of information.

As to costs, maybe the costs are in the \$68M to \$130M range described by SFAC. Not likely, but possible. But what if the costs are double \$136M - \$260M? Who gets stuck with the overruns? What is the plan?

What happens to the displaced businesses, and the associated jobs? What happens to the lost tax revenues?

We respectfully ask you to say “No” to the proposed Resolution in support of the Downtown Stadium proposal. Thank you.

Sincerely,

JAMESON PEPPLER CANTU PLLC



By: Brian E. Lawler
Of Counsel

cc: Client

Mayor Cassie Franklin, cfranklin@everettwa.gov
Everett City Council, council@everettwa.gov; aely@everettwa.gov
Steven Pattison, Project Manager, spattison@everettwa.gov

ATTACHMENT A



SOURCES: ESA 2024; Nearmap Imagery 2024; Snohomish County Assessor 2024

FIGURE 2-10 Action Alternative 2 (Downtown) Property Ownership

ATTACHMENT B

00439168800100	BROADWAY & HEWITT INVESTMENTS
00439068800500	BROADWAY & HEWITT INVESTMENTS
00439168802200	2112 HEWITT ASSOCIATES LLC
00439168802100	2114 HEWITT ASSOCIATES LLC
00439168802000	2114 HEWITT ASSOCIATES LLC
00439168801900	HEWITT OVERPASS LLC
00439168801801	SIKOV PETE & HELEN
00439168801802	HEWITT OVERPASS LLC
00437868901900	HEWITT OVERPASS LLC
00437868901600	HEWITT OVERPASS LLC
00437868901400	HEWITT WORKLOFTS LLC
00437868900100	HEWITT WORKLOFTS LLC
00439168801200	KNEHR PETER A
00439068800600	VO NHAN HOAI & NGUYEN DIEU THI
00439068800700	VO NHAN HOAI & NGUYEN DIEU THI
00439068800901	VO NHAN HOAI & NGUYEN DIEU THI
00437868900400	BROOKTRAUT PROPERTIES LLC
00439068900500	BROOKTRAUT PROPERTIES LLC
00439068900900	WEYERSLAND LLC
00439071200100	TWO BY FOUR ASSOCIATES LLC
00439071200500	3011 BROADWAY LLC
00439071202100	CAMELOT INVESTMENTS, LLC
00439071100100	PUGET SOUND INDUSTRIAL LLC
00439071100700	YAK YAK YAK LLC
00439071200900	MOMI & JEMMU PROPERTIES LLC
00439071201500	SOMA PROPERTIES LLC
00439071201900	ROADRUNNER PROPERTIES LLC
00439071001000	PACIFIC AVENUE INV LLC



From: Ehlebracht, Mike <MEhlebracht@haleyaldrich.com>
Sent: Tuesday, December 17, 2024 11:43 PM
To: DL-Council; Deb Williams
Subject: [EXTERNAL] FW: Everett Outdoor Multipurpose Facility Site Selection

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

Thank you for the opportunity to comment on the proposed Outdoor Multipurpose facility. I would like to encourage the City council to approve the proposed downtown multipurpose stadium. As a long-time Snohomish County resident, I've greatly appreciated the opportunity to enjoy Everett Giants/Aquasox games over the years with my family. Now as a "Silver Slugger", I look forward to taking my grandchildren to many more games. But this proposed facility is much more than just keeping the Aquasox in Everett – it's about providing a hub for community events and fostering a sense of community pride and engagement. Unlike the current Funko Field, sports fans and concert goers will be able to supplement their experience by enjoying local restaurants, bars, and other amenities in the downtown area. This facility will be a huge asset to the community and will compliment the nearby AOTW arena. By approving construction of the downtown facility, the City council will ensure the economic vitality and quality of life that our residents greatly appreciate. Thanks!

Mike Ehlebracht
Everett

From: Deebach <deebach@earthlink.net>
Sent: Tuesday, December 17, 2024 8:01 PM
To: DL-Council
Subject: [EXTERNAL] NEW AQUASOX STADIUM - EVERETT'S FUTURE

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A new stadium will insure and reflect to others not living here that EVERETT is a destination and not a city to just pass through between Seattle and Vancouver BC. A new stadium will show the Baseball world that EVERETT is committed to baseball and will be played here for many years to come. This will also bring outside money to businesses in the area.

Jeff Deebach
63 year area resident (Edmonds & Lake Stevens)

From: Ben Zarlingo
Sent: Tuesday, December 17, 2024 6:21 PM
To: Angela Ely
Subject: Second of two more emails that ended up in my junk email folder (In support of a downtown ballpark)

Category 2: Sensitive information

Here's the other one.

Category 2: For official use only / disclosure permissible by law.

From: Julie F <sidewalk208@gmail.com>
Sent: Tuesday, December 17, 2024 9:49 AM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] In support of a downtown ballpark

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

Dear Mayor Franklin and Councilmembers,

I am writing in support of a downtown ballpark as an asset and attraction for Everett. I'd like to share my perspective as a longtime travel journalist and seasonal employee of the Seattle Mariners (though my views, of course, are my own).

I typically make it to about a half-dozen AquaSox games each year. I can tell you that in my work for the Mariners, hardly a game goes by when I don't meet people who have traveled to all the big-league ballparks. But at the Sox' last 2024 home game, I sat near a couple who had visited every single *minor* league ballpark, saving Everett for last. Baseball tourism is real, and a new ballpark would bring even more baseball fans to downtown Everett to stay overnight, eat in local restaurants, and enjoy downtown.

At present, I live in North Seattle, but I am mulling a move to Everett for my retirement years. I can think of few things I'd like better than having an apartment within walking distance of a grocery store, the library (it's a true gem, too--please fund it!), the waterfront, the ballpark, and the train station.

I appreciate that there is interest in having professional soccer, concerts, and other events at a new Everett ballpark. But as a baseball fan, I hope the new park will put baseball first in its design and amenities, for that is what will bring the most devoted baseball fans to enjoy our sport.

Thank you for your thoughtful consideration of baseball's future in Everett!

Sincerely,

Julie Fanselow

From: Ryan Morris <ryjames06@yahoo.com>
Sent: Tuesday, December 17, 2024 5:55 PM
To: DL-Council
Subject: [EXTERNAL] Aquasox Stadium

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

To whom it may concern,

I am writing this as a life long Snohomish County resident. The Everett Aquasox are a big part of every summer, and a new facility in downtown Everett would offer many opportunities for the city both financially, and for family entertainment. The team has been a loyal steward of the game of baseball for many decades, and the thought of losing that is very troubling for myself, and many other county residents. I think all efforts should be made by the city council, in cooperation with county, state, and federal agencies, to find a path forward for a new facility. Please do everything possible to work towards this resolution, and support the future of minor league baseball in Everett, for many more decades to come. Thank you.

Ryan Morris
425-512-2540

From: Kipp Strong <bugubrewingco@gmail.com>
Sent: Tuesday, December 17, 2024 1:57 PM
To: Angela Ely
Subject: Re: [EXTERNAL] Aquasox stadium project

I Live in Monroe Washington.
Sent from my iPhone

> On Dec 17, 2024, at 12:36 PM, Angela Ely <AEly@everettwa.gov> wrote:

>

> Category 2: Sensitive information

>

> Thank you for submitting your email to Council.

>

> If you are wanting your email to be submitted as written comment for the record at the December 18 Council meeting, I would need confirmation of your city of residence.

>

> The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

>

> If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.

>

> Sincerely,

> Angela

>

> Angela Ely

> Executive Assistant | Everett City Council 425.257.8703 | 2930 Wetmore

> Ave, Ste 9A, Everett, WA 98201 everettwa.gov | Facebook | Twitter

>

> Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

>

>

>

> Category 2: For official use only / disclosure permissible by law.

> -----Original Message-----

> From: Kipp Strong <bugubrewingco@gmail.com>

> Sent: Friday, December 13, 2024 11:37 AM

> To: DL-Council <Council@everettwa.gov>

> Subject: [EXTERNAL] Aquasox stadium project

>

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

>

>

> I'm writing to express my support for the new Aquasox stadium. I believe that this project will not only be a boom for small business, but also the city. I have attended many Aquasox games and find it to be an affordable family event and an opportunity to see high quality baseball. Just last weekend I attended an event at the Everett Historic Theatre. It was the same night as a Silvertips game. The shops and restaurants were packed. I actually felt safe walking around the area with my family because of all the activity. I was imagining what it would be like with all the additional events that would take place if the project were completed. It's very rare that a city sees a return on projects, and I believe this would be a huge return. I hope that you see the vision and support this project that will benefit many. Thank you.

>

> Kipp Strong

- > Season ticket holder
- > Sent from my iPhone

From: Patrick Hasselbring <uscgmia@yahoo.com>
Sent: Monday, December 16, 2024 10:46 PM
To: DL-Council
Subject: [EXTERNAL] Aquasox

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

Dear City Council,

My family and I moved to Snohomish County three years ago, and one of the most meaningful ways we've connected with Everett has been through attending AquaSox baseball games. The ballpark has become a cherished part of our lives, a place where unforgettable memories are made and where we've built new friendships with other fans who feel like extended family.

For my son, these games have been even more impactful. Meeting the players who take the time to engage with fans has given him lifelong role models who inspire hard work, dedication, and community spirit. The players and Aquasox Staff embody the best of what this town has to offer, and their presence enriches Everett in ways that go beyond baseball.

The AquaSox are more than just a team—they're part of the heart and identity of Everett. Their games bring people together, creating a sense of belonging and pride in community. Though we haven't been here long we plan to be here for the long haul.

Please do whatever it takes to keep the AquaSox here. Losing this team would mean losing an invaluable piece of what makes Everett special.

Best Regards,
Patrick Hasselbring
Aquasox season ticket holder

From: Kyle McMillan <kyle.e.mcmillan@gmail.com>
Sent: Monday, December 16, 2024 8:20 PM
To: DL-Council
Subject: [EXTERNAL] AquaSox Location

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

Good Evening!

I grew up in Everett and now live in Seattle. The AquaSox were a staple of my childhood and have now become a favorite of my families as well - so I write with a true interest and historical perspective, also looking ahead...

PLEASE DO NOT MOVE TO A NEW SITE, RENOVATE THE EXISTING FIELD.

Thanks for reading. Have a great day.

Kyle E. McMillan
Pastor | Skyline Baptist Church

"For we walk by faith, not by sight."
(2 Corinthians 5:7)

Sent from my iPhone

From: Nathan Caferro <nathan@snocosports.org>
Sent: Monday, December 16, 2024 4:25 PM
To: DL-Council; aley@everettwa.gov
Subject: [EXTERNAL] Supporting soccer and outdoor purpose facility

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

Dear Everett City Councilmembers,

My name is Nathan Caferro and I am the Sports Events Coordinator for the Snohomish County Sports Commission. I wanted to extend my greetings to you, as well as take a moment and share my support for having an outdoor purpose facility in Everett as it pertains to my love for soccer.

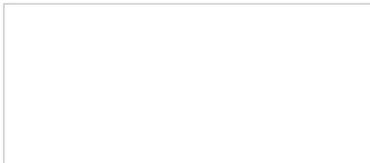
I grew up playing soccer in the Everett area. As a student at Immaculate Conception Our Lady of Hope school, our school merged with Saint Mary Magdalen school to play in the Irish Soccer Club. Some of my best memories growing up was when I played for Irish. This was due in part to the teammates I played with who became my lifelong friends.

The opportunities that can come from playing youth soccer are incredible. Having the avenue to develop as a young soccer player for the many strong youth soccer programs is so valuable, especially to those who are wanting to go to the next level. The youth soccer fan base will shine even brighter if a USL 1 team is brought to the area. This will have such a strong influence on the community not only economically, but socially. I believe this will unite the community even stronger and highlight our community as a sports destination even more so, given that Everett and Snohomish County has a very strong soccer culture is truly special.

I really appreciate it. Thank you for your time.

Best,

Nathan Caferro
Sports Events Coordinator | Snohomish County Sports Commission
3101 Cedar Street
Everett, WA 98201
(425) 512.5123
www.snocosports.org



From: Anthony Sardon <anthony@snohomishyouthsoccer.org>
Sent: Monday, December 16, 2024 11:51 AM
To: DL-Council; aley@everettwa.gov
Subject: [EXTERNAL] Letter Support for USL to city of Everett & Snohomish County - Downtown Stadium Project
Attachments: Letter of Support Stadium Project - Bring USL to Everett.pdf

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

To whom it may concern:

I have attached a letter of support on behalf of Snohomish Youth Soccer to bring the USL to the city of Everett and Snohomish County to create more opportunities for youth soccer and to grow the game.

--

Thank you,

Anthony Sardon
Snohomish United
Director of Coaching
(206) 909-5969

Follow us on:

[Facebook](#)
[Twitter](#)
[Instagram](#)



Dear Everett City Councilmembers:

I am writing a letter of support on behalf of Snohomish Youth Soccer in favor of building a new multi-use facility at a site near downtown Everett. This facility would help bring the United Soccer League (USL) and professional soccer to the city of Everett and to the region. Bringing the USL to Everett will create a positive impact to the city as well as the region in several areas. Soccer is the world's game and as a result brings together a diverse and special community both demographically and geographically. This project will create jobs, attract sports tourism and more consumer spending, revitalize areas of downtown with infrastructure improvements, increase civic engagement and as well as promote a greater sense of community. Having a professional soccer team in the region creates a pathway for local young talent, both male and female to aspire to play for someday while also providing affordable family entertainment. This creates more awareness and opportunities of the sport and helps grow the sport while promoting a healthy and safe activity for children.

This project will not only boost the local economy through creating jobs and generating more revenue for the city and its local businesses but will also create a connectivity of its citizens to the city and region. The USL is known for frequently engaging in community initiatives that unite residents and stimulates growth. Having the USL and professional soccer come to Everett will instill great civic pride and boost the visibility of the region nationally. Successful sports franchises motivate and energize its residents as these teams create deep and memorable connections that give the community something to cheer about even during hard times. Snohomish Youth Soccer is here to support this project and willing to work together to make it happen!

Sincerely,

Anthony Sardon

Anthony Sardon

Snohomish Youth Soccer

Director of Coaching

(206) 909-5969

anthony@snohomishyouthsoccer.org

From: Leon Smith <lsmithfm@gmail.com>
Sent: Sunday, December 15, 2024 1:38 PM
To: DL-Council; Deb Williams
Subject: [EXTERNAL] We want a new Aquasox stadium!

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

Dear council members and Mayors office,

As a resident voter and tax payer in our great city of Everett my family and I value having the Aquasox team as a part of the fabric of Everett. I believe it makes sense to do all we can to keep the Aquasox in Everett. I personally think a new sports complex in the heart of downtown would add eminence value to the city for the years to come. Please vote for a new complex not only for the revenue it will provide the city but also for the social health of our community and city.

Thank you,

Leon Smith

From: Landyn Olson <landyn@snocosports.org>
Sent: Friday, December 13, 2024 9:39 AM
To: DL-Council
Cc: Angela Ely
Subject: [EXTERNAL] Letter - New Multi-Purpose Stadium
Attachments: New Multi-Purpose Stadium - Letter - Everett City Council.pdf

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

Hello,

I am sending a letter requesting that City Council support the Everett Aquasox / Multi-Purpose Stadium project by voting "yes" to continue moving forward with the project.

A letter is attached.

Sincerely,

Landyn Olson
Sports Development Coordinator
Snohomish County Sports Commission
3101 Cedar St, Everett, WA 98201
Cell: (425)-535-5188
Email: Landyn@SnocoSports.org
www.snocosports.org



PNW SPORTS

SNOHOMISH COUNTY

SPORTS COMMISSION



December 13th, 2024

Everett City Council
2930 Wetmore Avenue
Everett, WA 98201

Dear Everett City Council,

I am reaching out to request that Everett City Council support the Everett AquaSox Baseball Stadium project and vote to continue to move forward with the project.

A new stadium will benefit the community by providing a place for the AquaSox to continue playing but also open a new opportunity for a United Soccer League (USL) team to come here. I believe people are certain they do not want to lose the AquaSox but maybe they are unsure of the true benefits a new multi-purpose stadium will have. Just as the AquaSox are an important part of the community, this stadium will offer the ability for a new group of people and a new sport to be just as important to all of us.

This is a special opportunity, and I believe the timing is perfect with the World Cup coming to the United States and Seattle in 2026. The appetite for soccer be at an all-time high inspiring a generation of fans and more children will want to play the sport. These children will flock to our local youth programs, and having a USL team in our community will allow them and their families to see the sport at a high level. An opportunity like this gets people active in the community and will create a generation of lifelong fans for a local USL club.

As I stand here today, I am living proof of the effect sports and soccer specifically can have on someone's life. Coming off the heels of the 1994 World Cup that was held in the United States, the MLS formation, and the overall growth of the sport, my father became a lifelong fan of the game. My father named me after USA Soccer star Landon Donovan and he has been a soccer coach in the Snohomish County community for over 20 years. Growing up, I loved soccer, the Sounders, and the US National team. I did not continue to play soccer my entire life, but I have remained a lifelong fan of the game. Soccer bonds my father and I and serves as a true source of joy in my life, it had a major positive impact on who I am as a person today. If I grew up at a time when I could watch a USL Soccer team in my local community, my family would have been there, and if they came now, we would be there. Just like this example from my life, more people will be affected by the growth of



soccer in the coming years and so many people already love the game in our community. We should provide more opportunities to the next generation and bringing a USL team here does that.

The Snohomish County Sports Commission recently had the joy of helping a local non-profit in the Everett area, Connect Casino Road, with their Wintertide event. We were asked to help source gift donations for local children, and we were informed that soccer balls were the most requested piece of sports equipment. At the event, 300 families were given Christmas gifts for their children, and over 20 of them received soccer balls. This may be a small sample size, but those children will remember that gift for a long time, if not a lifetime. I stand to argue that those same children and families will be positively influenced by the presence of a USL team. It could serve as a source of inspiration, and games could provide a place for them to create memories with their families, just like the memories a generation of AquaSox fans have made.

There will never be a better moment in history to make this decision. This choice will inspire a generation and grow a sport that is already loved in our local community. I stand behind growth and that means creating a new multi-purpose stadium in Everett.

Sincerely,

Landyn Olson

Snohomish County Sports Commission

Sports Development Coordinator

Everett City Council
2930 Wetmore Avenue
Suite 9-A
Everett, WA 98201

Dear Council Members:

While not opposed to the construction of a new multi-purpose stadium in Everett, **we are opposed to the location of that stadium as it is currently depicted in the Everett Outdoor Multipurpose Facility Site Plan.** Through an LLC, Hewitt Overpass LLC, we own approximately 45,000 sf of warehouse and manufacturing space in three buildings located on Hewitt Avenue and one small 2,500 sf lot used for parking and they are all currently accessible from McDougal Street and the adjacent alleyway system. We have owned these properties for approximately 45 years.

Portions of these buildings are used by the company Sea-Dog Corporation and leased to other tenants. At this point we have one tenant in one of the buildings, earlier this year our other tenant relocated in part due to the pending construction of this multi-purpose stadium project. These buildings that are used by Sea-Dog Corporation and provide back up warehouse and equipment storage for our main facility on Smith Street, 5 blocks to the South.

At that location on approximately 4+ acres of land is approximately 120,000 square feet of warehouse and manufacturing space that we also own under a related company, Sea-Real Corporation. We have owned that property since 1985. Sea-dog and its 80 +/- employee's manufacture and ship products all across the United States and Canada.

I have attached the accompanying pictures for your review:

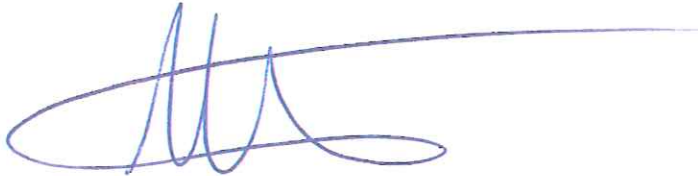
- 1) Stadium site plat map.
 - a. The area highlighted in Orange is Hewitt Avenue where it abuts our property and our buildings.
 - b. The area in Red is the current location of McDougal Street going South to North and Wall Street going West to East. These roads are the primary access roads to the back and lower floors of our buildings.
 - c. The two areas in Green are the highlighted areas of our buildings on the right and the small vacant lot on the left.
 - d. Finally, the area in Blue represents the two small alley ways providing limited access to the area by car.
- 2) Hewitt Parking Photo – We constantly have access restricted to this side of the building by the tenants of the neighboring building that park all day in the Load/Unload area and also in front of our roll up doors. This also occurs during activities at the Angel of the Winds Arena.
- 3) This is a view looking North from the intersection of McDougal and Wall Street, the area highlighted in RED on the site map. The two tan colored buildings at the end of McDougal are our buildings as well as the lower brick building to the right of those two. These buildings are accessible by all types of vehicles including semi-trucks. Our middle building has a loading dock door that the trucks can back up to in order to drive a forklift directly into the truck.

- 4) This picture shows the existing alleyway going from Wall Street North. Most of the time only one small vehicle is able to pass through at a time. There is not enough room for two opposing vehicles to pass each other.
- 5) This picture shows the existing alleyway going from the South to North alley way and then heading East. Larger trucks and semi trucks are not able to make the corner from the South to North alley way to this West to East alleyway.

In closing, without considering any other issues such as changes in the grade of the land to facilitate a "flat" baseball field, changes required for sewer and water line construction, site construction disturbances and the simple fact there is no parking left at all for our buildings or any other buildings not taken down as part of this project. I estimate there will be more than 100 parking spots that will be lost due to the construction of this facility and the abandonment of McDougal Street and Wall Street.

Where will the few remaining businesses that are still located in that area going to park and their customers going to park.

Please do not vote to accept this facility as it is now proposed.



Mark Nysether
Manager – Hewitt Overpass LLC
President – Sea-Real Corporation

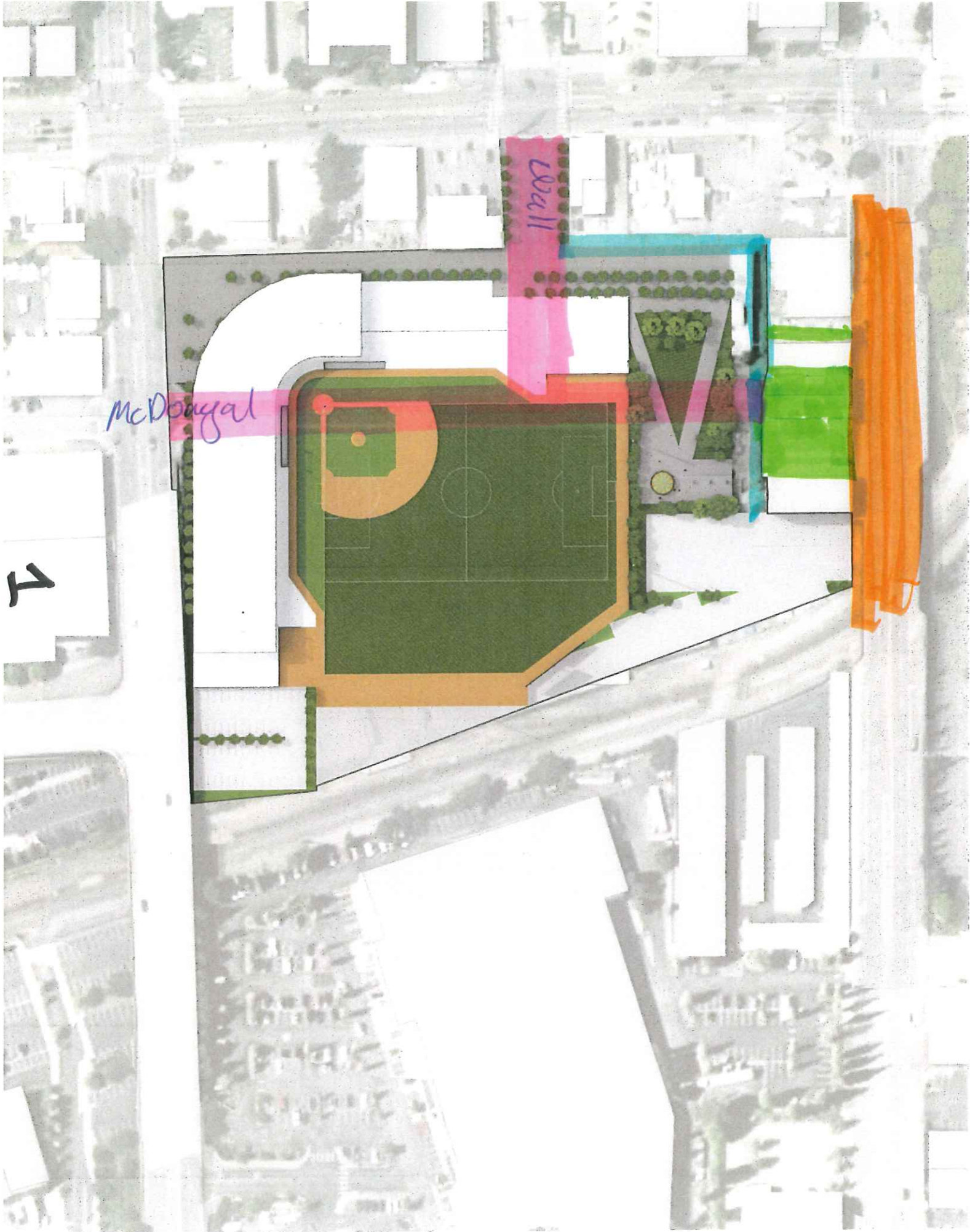
PO Box 67
Everett, WA 98206

425-231-8040

McDoagal

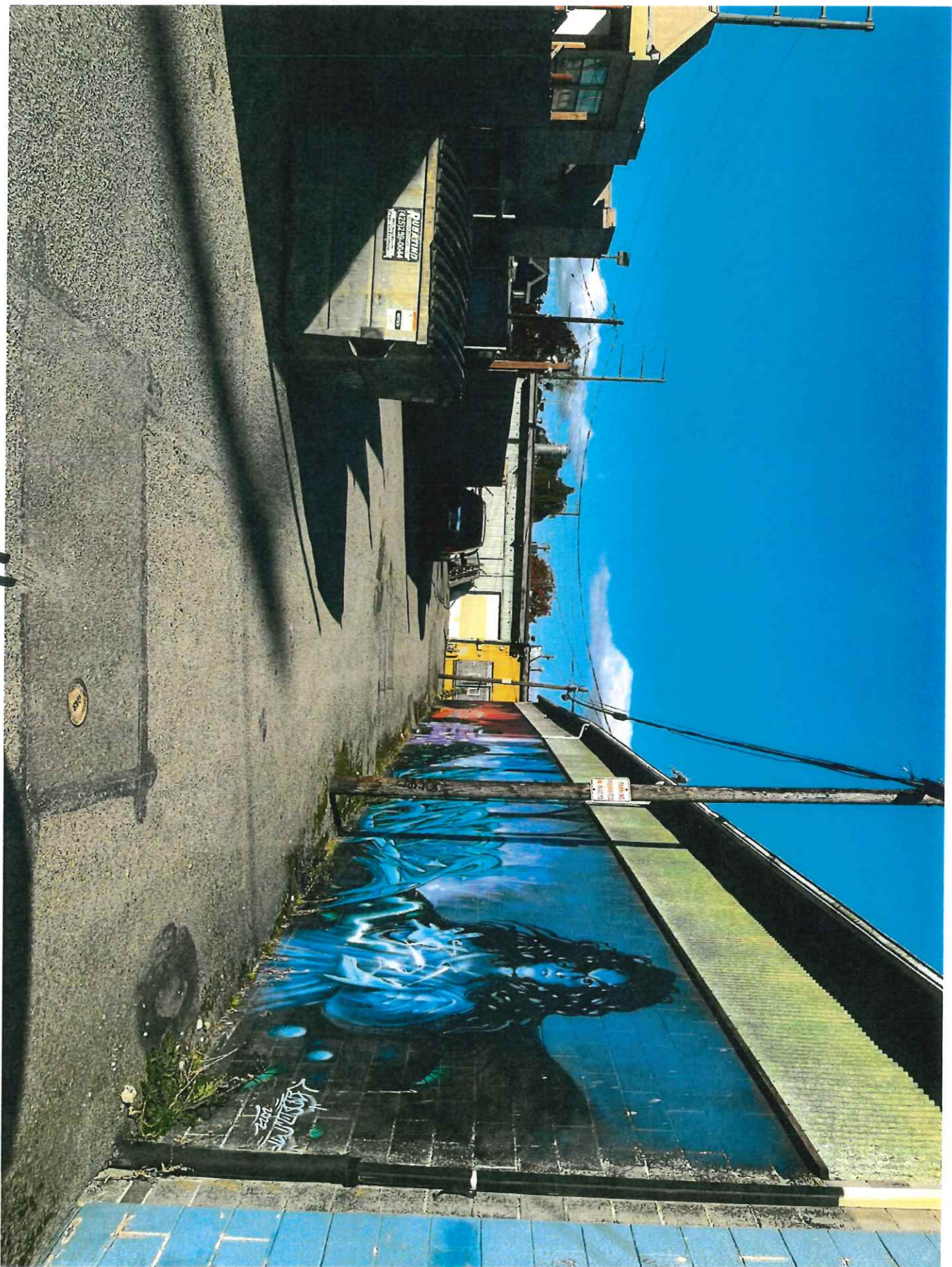
Wall

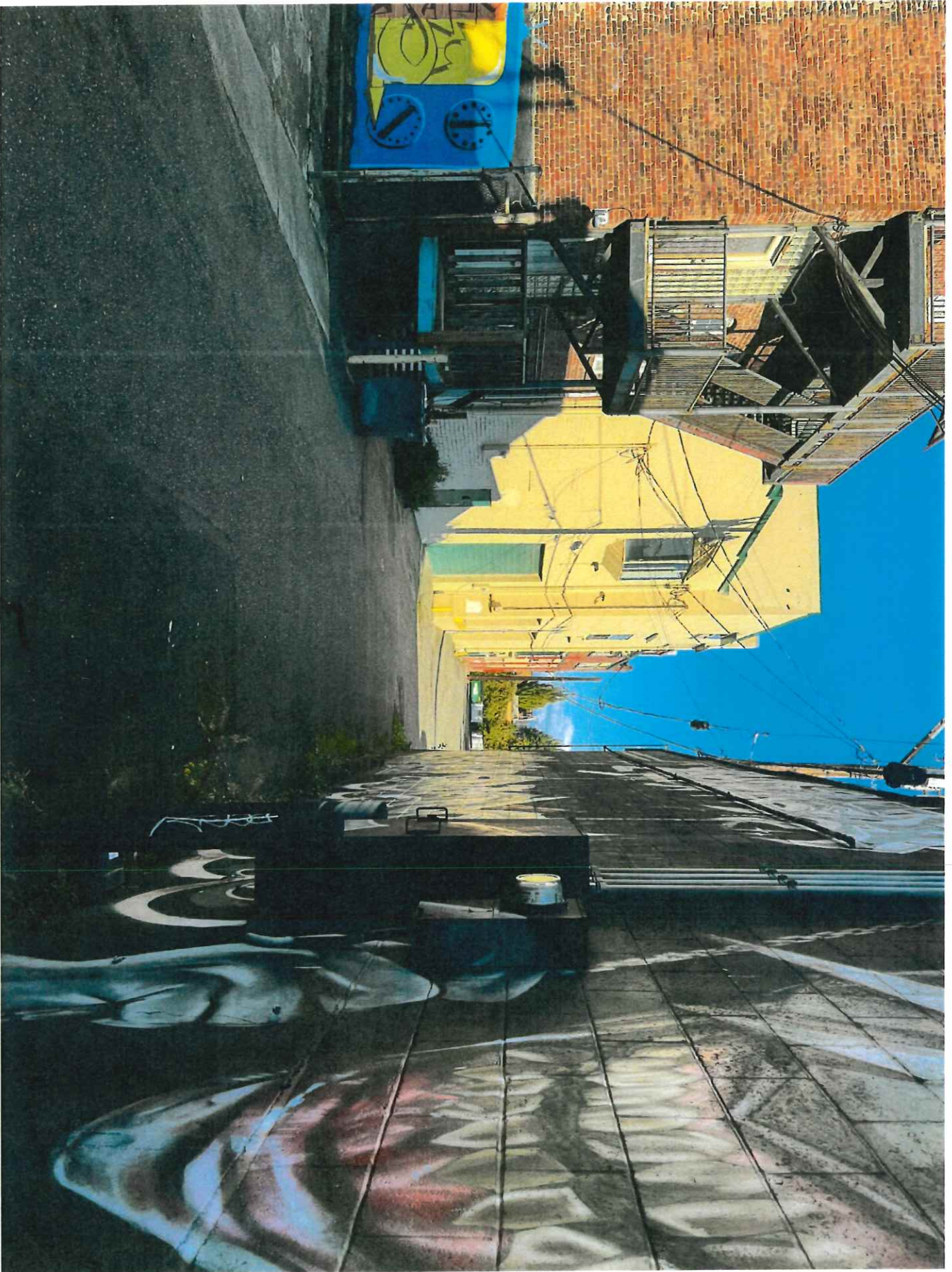
1













Agnew Hardware Parking area – 27 dedicated parking spots. 10 more in street right-of-way area.

All Three Pictures taken today at approximately 12:30pm – December 18, 2024

Hewitt Avenue Load/Unload area. Cars normally parked all day long.



December 18, 2024

Mr. Yorik Stevens-Wajda
Planning Director
City of Everett Planning Dept.
2930 Wetmore Ave., Suite 8A
Everett, WA 98201
ystevens@everettwa.gov

Re: Proposed Downtown Stadium – Everett Multipurpose Facility
Council Vote: December 18, 2024

Dear Planning Director Stevens-Wajda

Introduction. On behalf of our client Hewitt Overpass LLC, we submit this statement of opposition to the proposed Downtown Stadium proposal. The vote for the proposed Everett Multipurpose Facility is a rush to approve a concept that is not fully vetted financially and does not account for the losses to the community from existing properties and businesses that will be displaced. As explained below, the loss of the 28 properties for the Downtown Stadium has negative ripple effects on other adjacent properties. This is an important project, with far reaching consequences, that warrants and requires a more rigorous review.

Our client Hewitt Overpass LLC owns four parcels which are on the south side of Hewitt Avenue on the north side of the block proposed as the Downtown Stadium site. Combined these properties encompass over 45,000 sf of space. A map of the proposed site with arrows pointing to the four parcels is attached for your reference. Attachment A.

Properties like those of Hewitt Overpass are important not only as stand alone properties, but also for their cumulative support for other properties and businesses. Case in point. The Hewitt Overpass parcels have shared space utilization supporting another business (Sea-Dog Corporation) which has 120,000 sf of building space on the 3400 block of Smith Street, 5 blocks South of the Hewitt property. Sea-Dog, a 90 year old company, is a leading national distributor of marine and powersports hardware and accessories. Its thriving business continues to utilize more and more of the space in the Hewitt Overpass properties. The loss of Hewitt Overpass buildings will negatively impact that business. There are likely other effects to other nearby businesses from the loss of the 28 parcels. Is this how the City wants to support downtown businesses?

Where is the Analysis of Displacement of Businesses/Acquisition of Properties?

Proponents of the Downtown Stadium cite speculative and unquantified economic development benefits according to an economic impact analysis prepared for the City in 2022 (*is that even current?*), even though researchers say claims of economic benefits from stadium construction are often exaggerated. See *HeraldNet* article referenced above. Boosterism works that way. No surprises there.

The Final Environmental Impact Statement (FEIS) for the Outdoor Multipurpose Facility Project (November 2024) reports that 28 properties will need to be acquired. See Figure 2-10 Property Ownership. Attachment B. Is there any cogent analysis of the effects of displacing these businesses? No. The FEIS obliquely states under Section 1.14 “Issued to Be Addressed”, four bullets’ points, the last of which states...“there would be an impact on displaced businesses.” Yes, no surprise there either. But then the FEIS stops.

So, what happens to the lost jobs and economic opportunities these businesses provide? How do those losses counterbalance the claimed economic opportunities cited by the boosters? Who knows? No “net” loss or gain analysis exists.

Another report suggests that property acquisition costs will be \$18M. See Thursday, December 12, 2024, *HeraldNet*. Lessons learned from Sound Transit’s property acquisition experience suggest these sorts of estimates are too low and optimistic. See discussion below on “Cost Overruns.” Owners are entitled to fair market value based on “highest and best use” not present use. The current zoning and Comp Plan designations for these properties are very favorable to further economic development. Property owners will appropriately cite those conditions to support higher values for their properties. This begs the question – what is the basis for an estimate of \$18M for acquisition costs?

Displaced tenants are also entitled to compensation under RCW 8.26 “Relocation Assistance – Real Property Acquisition Policy.” Are these costs analyzed and offset against speculative future economic benefits? No.

Where is the Money Coming from for the Downtown Stadium Project?

By any measure of rationality, there is not enough money to fund the Downtown Stadium project. The “City of Everett Stadium Fiscal Advisory Committee Initial Funding Recommendation” (December 5, 2024) reports on potential funding sources (Section 4, pages 5-9), some of which are real and some of which are speculative, and also reports on projected Project Costs (Section 6). Then, in concluding on page 13, SFAC report states “... the associated cost projections exceed funding sources.” [Emphasis added]. Where is the additional money coming from? How long will it take to find the extra money?

Illusory Cost Savings. My client has heard suggestions that savings can be achieved by condemning fewer properties, specifically the ten (10) properties along the south side of Hewitt

Ave. *See Attachment A.* This is illusory. Taking all properties up to but not including the properties along Hewitt Ave. eliminates the functional access and parking for those properties. (No parking is allowed on Hewitt Ave. in front of these properties.) Functional access is from McDougall. These properties become stranded and not functional. They will then have claims for diminution in value.

What About Real World Cost Overruns?

The current project cost estimates are unreliable and low. Can anyone on the Council remember **any** project of this magnitude that came in on time and on budget? Has the City even had any recent experience with a project of this magnitude.

According to the “City of Everett’s Stadium Fiscal Advisory Committee” (SFAC) dated December 5, 2024, and released on December 11, 2024, the cost of a Funko Field remodel could range between \$68 million and \$73.5 million, with another \$2.5 million needed for property acquisition. A new downtown stadium would cost **significantly more**, with a low end of \$84.4 million and a high end of \$114.6 million, along with \$18 million projected for property acquisition, for an estimated total of over \$130M. *See: HeraldNet, Thursday, December 12, 2024.*

Does anyone believe these costs are even remotely accurate? Further south of Everett, Sound Transit’s (ST) dramatic real world experience with cost overruns is informative. “The Urbanist” is a non-partisan non-profit entity that tracks and reports, among other things, area wide transportation, housing, and political topics. Its mission is to cover stories that inform and influence the public and their leaders on the vision that the Puget Sound region’s built environment and social systems support thriving, healthy, sustainable communities. Its neither a NIMBY (Not in My Back Yard) group nor a booster group. Likewise, the Washington Policy Center is a non-partisan think tank in Seattle, Washington, that publishes studies, sponsors events and conferences, and educates citizens on public policy issues facing Washington state. Both have commented extensively on Sound Transit’s massive cost overruns. A few illustrative examples follow.

The Urbanist notes that cost increases were always a probable outcome for the ST3 program given significant escalations in real estate, materials, and construction over the past decade, cost increases that generally well exceeded core inflation, as well as shotgun planning.

See: <https://www.theurbanist.org/2023/12/18/sound-transit-reveals-big-cost-overrun-for-federal-way-train-base/>.)

Likewise, the Washington Policy Committee’s Report of May 10, 2022, notes that the 2016 voter approved ST3 expansion estimated costs of \$54 billion for the ST3 expansion. By 2017, that cost estimate had risen to \$92 billion, and by 2022 to \$114 billion almost twice the number used in 2016 to gain voter approval. *See: <https://www.washingtonpolicy.org/publications/detail/in-five-years-sound-transit-has-racked-up-an-additional-50-billion-for-rail-plan>.*

Since then, Sound Transit has unearthed meteoric cost increases for the South Operations and Maintenance Facility (OFM) in Federal Way. *See: <https://www.theurbanist.org/2023/12/18/sound->*

Mr. Yorik Stevens-Wajda

December 18, 2024

Page 4

[transit-reveals-big-cost-overrun-for-federal-way-train-base/](#). Agency staff blames the cost increases primarily on inflated market conditions and a new cost-estimating methodology.

Even more recently, the Urbanist reported just a few months ago (09/19/24) that Sound Transit recently revealed another meteoric rise in costs for its West Seattle Link project.

See: <https://www.theurbanist.org/2024/09/19/op-ed-sound-transit-should-rethink-light-rail-extensions-beset-with-overruns>.

Can anyone remember any article about a public works project costing less than the early estimates? Are Everett Herald readers going to be reading future articles about the overruns at the Downtown Stadium? And pointing fingers?

Conclusion. Why do these concerns matter? The City, its residents, its business owners and their employees deserve a prudent decision, based on better, deeper, and wider analysis.

There are obviously myriad considerations, e.g., elimination of access streets, etc., the consequences of which have not been fully fleshed out, and all of which will create a quagmire of difficulty for local businesses, landowners, the City and this community if poor economic decisions are made based on this paucity of information.

As to costs, maybe the costs are in the \$68M to \$130M range described by SFAC. Not likely, but possible. But what if the costs are double \$136M - \$260M? Who gets stuck with the overruns? What is the plan?

What happens to the displaced businesses, and the associated jobs? What happens to the lost tax revenues?

We respectfully ask you to say “No” to the proposed Resolution in support of the Downtown Stadium proposal. Thank you.

Sincerely,

JAMESON PEPPLER CANTU PLLC



By: Brian E. Lawler
Of Counsel

cc: Client

Mayor Cassie Franklin, cfranklin@everettwa.gov
Everett City Council, council@everettwa.gov; aely@everettwa.gov
Steven Pattison, Project Manager, spattison@everettwa.gov

ATTACHMENT A



SOURCES: ESA 2024; Nearmap Imagery 2024; Snohomish County Assessor 2024

FIGURE 2-10 Action Alternative 2 (Downtown) Property Ownership

ATTACHMENT B

00439168800100	BROADWAY & HEWITT INVESTMENTS
00439068800500	BROADWAY & HEWITT INVESTMENTS
00439168802200	2112 HEWITT ASSOCIATES LLC
00439168802100	2114 HEWITT ASSOCIATES LLC
00439168802000	2114 HEWITT ASSOCIATES LLC
00439168801900	HEWITT OVERPASS LLC
00439168801801	SIKOV PETE & HELEN
00439168801802	HEWITT OVERPASS LLC
00437868901900	HEWITT OVERPASS LLC
00437868901600	HEWITT OVERPASS LLC
00437868901400	HEWITT WORKLOFTS LLC
00437868900100	HEWITT WORKLOFTS LLC
00439168801200	KNEHR PETER A
00439068800600	VO NHAN HOAI & NGUYEN DIEU THI
00439068800700	VO NHAN HOAI & NGUYEN DIEU THI
00439068800901	VO NHAN HOAI & NGUYEN DIEU THI
00437868900400	BROOKTRAUT PROPERTIES LLC
00439068900500	BROOKTRAUT PROPERTIES LLC
00439068900900	WEYERSLAND LLC
00439071200100	TWO BY FOUR ASSOCIATES LLC
00439071200500	3011 BROADWAY LLC
00439071202100	CAMELOT INVESTMENTS, LLC
00439071100100	PUGET SOUND INDUSTRIAL LLC
00439071100700	YAK YAK YAK LLC
00439071200900	MOMI & JEMMU PROPERTIES LLC
00439071201500	SOMA PROPERTIES LLC
00439071201900	ROADRUNNER PROPERTIES LLC
00439071001000	PACIFIC AVENUE INV LLC



From: [Naomi Johnson](#)
To: [Angela Ely](#)
Subject: Re: [EXTERNAL] New Stadium Support
Date: Wednesday, December 18, 2024 5:32:37 PM
Attachments: [image002.png](#)

Angela

Apologies but I am just seeing this message now, I personally live in Monroe but have worked in Everett. Our office is downtown near PUD and we have been there over 30 years.

Naomi


From: Angela Ely <AEly@everettwa.gov>
Sent: Wednesday, December 18, 2024 1:46 PM
To: Naomi Johnson <antynom@hotmail.com>
Subject: RE: [EXTERNAL] New Stadium Support

Category 2: Sensitive information

Thank you for reaching out to the Everett City Council. We appreciate you taking the time to share your concerns, opinions, and ideas.

Your comments have been received by the Council. I will forward your email to staff and can submit as written comment for the record at the December 18 Council meeting, but in order to do so, could you please confirm your city of residence?

Sincerely,
Angela

 **Angela Ely**
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
EVERETT everettwa.gov | [Facebook](#) | [Twitter](#)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

Category 2: For official use only / disclosure permissible by law.

From: Naomi Johnson <antynom@hotmail.com>
Sent: Wednesday, December 18, 2024 8:58 AM
To: DL-Council <Council@everettwa.gov>; aley@everettwa.gov
Subject: [EXTERNAL] New Stadium Support

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

Everett City Council

I would like to send my support for the City of Everett to build a new stadium in downtown Everett. The possibility of having USL Soccer as well as keeping the Aqua Sox in our community is awesome. Everett is the center point for all county residents. This stadium would impact many different levels of events and sporting opportunities in Snohomish County.

Naomi Johnson

North County Youth Soccer

To: City Council Members
From: Cassie Franklin, Mayor
Re: Appointment to Boards and Commissions
Date: December 9, 2024

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, December 18, I will be asking for your concurrence on the following appointments:

To the CHIP Loan Review Committee

- Cathy Haage, Pos #A-1 – term expiring 12/31/2028
- Sharon Hale, Pos #A-2 – term expiring 12/31/2028

To the Library Board of Directors

- Audrey Gray, Pos #5 – term expiring 12/31/2029

To the Board of Park Commissioners

- Erin Knight, Pos #7 – term expiring 12/31/2030

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,




Cassie Franklin
Mayor, City of Everett

c. Nichole Webber, Michael Duerr, Simone Tarver, Nick Shekeryk, Jennifer Gregerson and Deb Williams

Office of the Mayor
CASSIE FRANKLIN

 2930 Wetmore Ave Ste 10A
Everett, WA 98201

 425.2577115
425.2578729fax

 everettwa.gov



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 12/18

NAME (required): Fred Salsman

CITY (required): _____ ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: _____



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

DATE: 12/6/2024

NAME (required): Sir Leo

CITY (required): Ev. Wash. ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☐ During the general public comment. Please state the topic you would like to speak on: _____



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

DATE: 12/18/24

NAME (required): Tanyus

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

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: ~~NO SIT-NO LIC~~

☒ During the general public comment. Please state the topic you would like to speak on: NO-SIT-NO-LIC



EVERETT CITY COUNCIL Public Comment Form

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

DATE: 12/18/24

NAME (required): Austin

CITY (required): Everett ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: NO ST NO 11e



EVERETT CITY COUNCIL Public Comment Form

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

DATE: 12/18/24

NAME (required): STEVE OSS

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: DRIVER MURDER, STUFF-A-BUS



EVERETT CITY COUNCIL

Public Comment Form

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

DATE: 12/18/24

NAME (required): Rhys Stenhouse B.Y.O.

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

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: AQUASOK

☐ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 12/18/2024

NAME (required): Mrs Corlonda Byrd

CITY (required): Everett ZIP (required): 98021

EMAIL (optional): corlondabyrd1966@icloud.com PHONE (optional): NA

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda? NO

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☐ During the general public comment. Please state the topic you would like to speak on: Unhoused/homelessness/Statics to be placed & experience the journey

Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.



EVERETT CITY COUNCIL Public Comment Form

5 min

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DATE: 2-18-24

NAME (required): Michelle Pendergrass

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

EMAIL (optional): pggrassrn@gmail.com PHONE (optional): 2063030723

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Hope N Wellness



EVERETT CITY COUNCIL Public Comment Form

5 min

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DATE: 12/18/24

NAME (required): Mark Nysether (Nysether)

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

EMAIL (optional): markn@sea-real.com PHONE (optional): 425-231-8090

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: 26? 21

☐ During the general public comment. Please state the topic you would like to speak on: _____



EVERETT CITY COUNCIL Public Comment Form

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DATE: 18 Dec 2024

NAME (required): Tammy Dunn

CITY (required): Live Snohomish ZIP (required): 98296
Work Everett 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: 21

☐ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 12/18/24

NAME (required): Nathanael Engen

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

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: 21

☐ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 12-18-24

NAME (required): BRUCE PLAPPERT

CITY (required): _____ ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: 21

☐ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 12/18

NAME (required): Grant Harrington

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

EMAIL (optional): Grant@snwhomeswarming.com PHONE (optional): 425 772-8395

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Riverside
When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: 24

☐ During the general public comment. Please state the topic you would like to speak on: _____



EVERETT CITY COUNCIL Public Comment Form

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

DATE: 12/18/24

NAME (required): PETE SIKOV

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item

AGENDA ITEM #: BASEBALL

☐ During the general public comment. Please state the topic you would like to speak on: _____



EVERETT CITY COUNCIL Public Comment Form

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

DATE: 12/18/21

NAME (required): Anthony Jansen

CITY (required): Edmonds ZIP (required): 98026

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?



During the comment period that will follow the agenda item

AGENDA ITEM #: 21



During the general public comment. Please state the topic you would like to speak on: _____

How can we help you?

[Cold Weather Shelters](#)[Encampments](#)[Pallet Shelter pilot project](#)

[Home](#) › [Your City](#) › [Departments](#) › [Community, Planning & Economic Development](#) › [Divisions](#) › [Community Development](#) › [Human Services](#) › [Addressing Homelessness](#) › Cold Weather Shelters

COLD WEATHER SHELTERS

Cold Weather Shelter

Multiple locations in Snohomish County provide overnight shelters during dangerously cold weather. Cold weather season generally starts in November and can last through March. The shelters usually open when temperatures are expected to be below 34° overnight. However, seasons can vary in length and intensity. Cold weather shelters also may vary in hours, days or location.

The link below is provided by Snohomish County as a round-up of cold weather shelters in the county and is updated as needed throughout the season. During periods of below-freezing weather, expect the site to be updated often with shelter openings and closures.

[Click here to find Snohomish County cold weather shelter information.](#)

For additional resources and services visit or call [211](#) or visit the [Carnegie Resource Center](#).



[Sign In](#)

Snohomish County Cold Weather Shelters

Multiple locations in Snohomish County provide overnight shelter during dangerously cold weather. Cold Weather Shelters are operated by community-based organizations, volunteer groups, and communities of faith across Snohomish County.

Cold Weather Shelters typically open when overnight temperatures are expected to be 34 degrees F or lower. The cold weather season begins in November and lasts through March of the following year.

This page is updated daily throughout the cold weather season to show shelter openings and closures on any given night.

Resources

[Daytime Warming Centers](#) | (Community libraries are open to the public as daytime warming centers. Click the link for hours and locations)

[Cold Weather and Power Outage Rack Cards](#)
(snohd.org)

[Cold Weather Safety](#) (NWS)

It's Cold Outside

Where to warm up during the day in Snohomish County

Community libraries are open to the public as daytime warming centers.

Sno-Isle Community Libraries

Arlington: 135 N Washington Ave. (360) 435-3033
 Brier: 23303 Brier Rd. (425) 483-0888
 Darrington: 1005 Cascade St. (360) 436-1600
 Edmonds Library Plaza Room: 650 Main St. (425) 771-1933
 Everett Mariner: 520 128th St. SW. (425) 423-9017
 Granite Falls: 815 E Galena St. (360) 691-6087
 Lakewood Smokey Point: 3411 169th Place NE. (360) 651-0774
 Lake Stevens: 2211 Grade Road. (425) 334-1900
 Lynnwood: 19200 44th Avenue W. (425) 778-2148
 Marysville: 6120 Grove St. (360) 658-5000
 Mill Creek: 15429 Bothell Everett Hwy. (425) 337-4822
 Monroe: 1070 Village Way. (360) 794-7851
 Mountlake Terrace: 23300 58th Avenue W. (425) 776-8722
 Mukilteo: 4675 Harbour Pointe Blvd. (425) 493-8202
 Snohomish: 311 Maple Ave. (425) 776-8722
 Stanwood: 9701 271st St NW. (360) 629-3132
 Sultan: 319 Main St, #100 (360) 793-1695



Call ahead to verify the most up-to-date opening hours

Everett Public Libraries

Main Branch 2702 Hoyt Ave. (425) 257-8000
 Evergreen 9512 Evergreen Way. (425) 257-8250

For updated information call the library or visit
<https://www.epils.org/280/Hours-Locations-Contact>

For updated hours information call the library location or visit
<https://www.sno-isle.org/>

2: Sensitive info

use only / disclos

Cold Weather SAFETY

STAY DRY
 Get under cover during rain or snow. Wear waterproof outer layer (coat, hat/hood, boots, gloves).

STAY WARM
 Spend time indoors. When outdoors, dress in lightweight, warm layers and cover exposed skin.

DON'T OVERDO IT
 Limit strenuous outdoor activity. Cold increases strain on the heart, and sweating can increase heat loss.

STAY INFORMED
 Go to
[HTTPS://SNO.CO.ORG/HEATING](https://snoco.org/heating)
 for a list of cold weather shelters and more safety tips.



10-2023 SAC

Snohomish County HEALTH DEPARTMENT

Power OUTAGES

HEAT SPACES SAFELY
 Never use gas ovens or ranges, barbecues, portable or propane heaters for indoor heating. Have working carbon monoxide detectors.

LIGHT SAFELY
 Use flashlights or glowsticks. Never leave a candle lit while sleeping or in an unattended area.

KEEP FOOD COLD
 Don't open your fridge or freezer more than necessary. Throw out perishable food if outage lasts more than a couple of hours. When in doubt, throw it out to prevent illness.

STAY INFORMED
 Go to
[WWW.SNOHD.ORG/WEATHER](http://www.snohd.org/weather)
 for more tips on storms and power outages.

10-2023 SAC

Snohomish County HEALTH DEPARTMENT

Snohomish County Overnight Cold Weather Shelters

Shelter	Address	Contact Info	Intake Hours
Everett Cold Weather Shelter	2624 Rockefeller	(425) 977-9686	Opens at 8PM. Closes at 10PM
Everett Family Cold Weather Shelter	5126 S. 2nd Ave	(425) 998-3954	Opens at 4PM. Closes at 8PM.
Marysville Cold Weather Shelter	7215 51 Ave. NE	(425) 686-9272	Opens at 7PM. Closes at 9:30PM
Monroe Cold Weather Shelter	342 S. Lewis Street	(360) 926-2435	Opens at 8PM. Closes at 10PM.
South County Cold Weather Shelter	www.facebook.com/coldweathershelters/	(425) 561-4680	Opens at 7PM. Closes at 9PM.
Snohomish Cold Weather Shelter	210 Avenue B	(425) 864-3765	Opens at 8PM. Closes at 10PM.

Multi-Purpose Facility Project

Preferred Site Decision

December 18, 2024

Project History

- Since 1984 the AquaSox have called Everett home.
 - In 2021, MLB reconfigured Minor Leagues
 - School District stadium is non-compliant
 - MLB fining and threatening AquaSox
 - Everett needs compliant stadium to keep AquaSox
- In 2022 City committed to lead public-private partnership
 - Studied remodel of School District Stadium
 - Studied 3 south Everett sites, 2 downtown sites



Project History

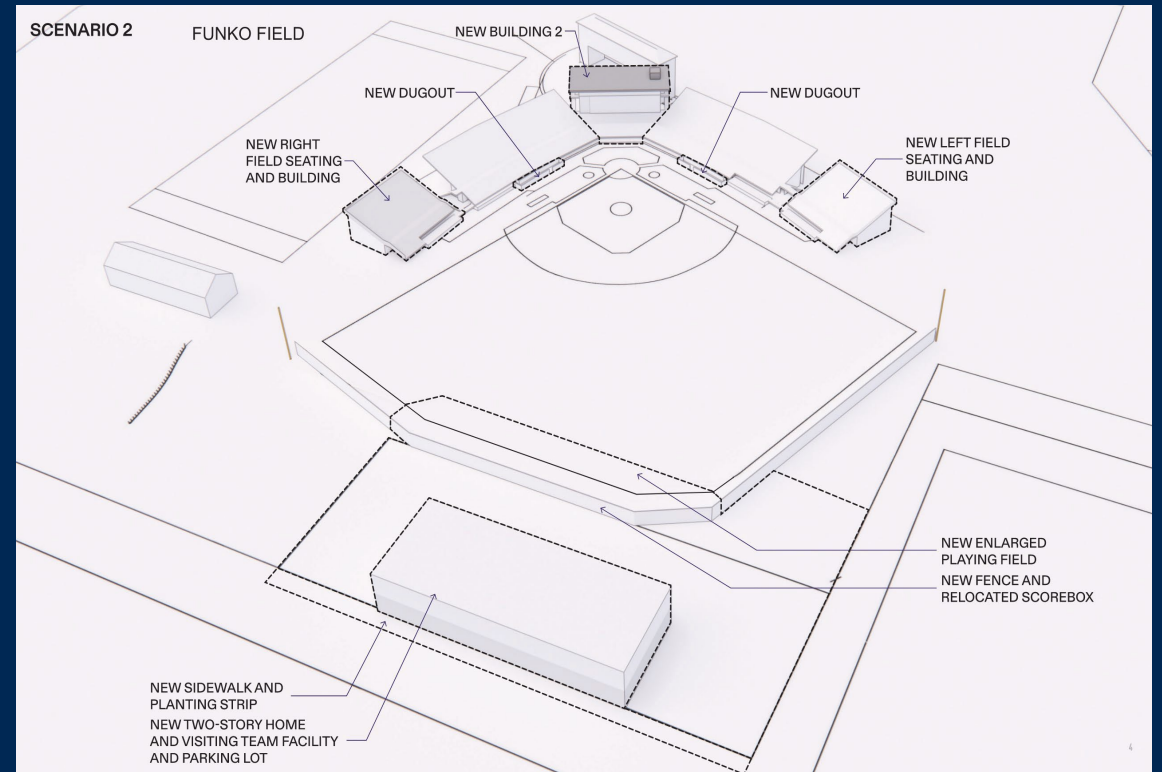
- Spent two years, over \$1 million studying best 2 alternatives
 - Remodel existing stadium at School District site
 - Build new facility at Downtown site
 - Take No Action and lose AquaSox
- Administration and Stadium Fiscal Advisory Committee recommend a new facility at the Downtown site

TONIGHT: Council asked to decide its preferred site



Review of alternatives

School District stadium remodel plus outfield expansion



AquaSox-funded design study



Review of alternatives

Downtown new multi-purpose facility site



AquaSox-funded design study



Final Environmental Impact Study findings

	School District Site	Downtown Site	No Action
ENVIRONMENTAL IMPACTS	Comparable to present	Comparable to present	Comparable to present
HISTORICAL RESOURCES IMPACTED	Comparable to present	Comparable to present	<u>None</u>
TRAFFIC AND NOISE	<u>Slight increase</u>	Comparable to present	<u>Reduction</u>
LIGHT POLLUTION	<u>Moderate reduction</u>	Comparable to present	Comparable to present



Stadium Fiscal Advisory Committee recommendations

- Rightsize the initial phase to meet current funding
- Maximize private investment
- Limit funding to revenue bonds and capital funds

At this time, SFAC is not recommending new levies, a Local Improvement District (LID), or tax increases to fund the project



Stadium Fiscal Advisory Committee recommendations

Funding Source	Potential Amount
CIP4	\$ 900,000
State Funds	7,400,000
Snohomish County	5,000,000
Private Partners (AquaSox only)	5,000,000
Bonds from Net Income and existing City bond capacity*	<u>14,000,000—16,000,000</u>
Total range	\$32,300,000—34,300,000

Preliminary SFAC School District Site financial analysis

Preliminary cost range:
\$71 – 83 million

**based on estimated revenues after expenses and subject to private party agreements*



Stadium Fiscal Advisory Committee recommendations

Funding Source	Potential Amount
CIP4	\$ 900,000
CIP3	2,000,000
Park Impact Fees	1,500,000
State Funds	7,400,000
Snohomish County	5,000,000
Private Partners	20,000,000—25,000,000
Bonds from Net Income and existing City bond capacity *	<u>28,000,000—48,000,000</u>
Total range	\$64,800,000—89,800,000

Preliminary SFAC Downtown Site financial analysis

Preliminary cost range

with no phasing:

\$102 - 133 million estimate

*Downtown site could be phased
to reduce initial cost*

**based on estimated revenues after expenses and subject to private party agreements*



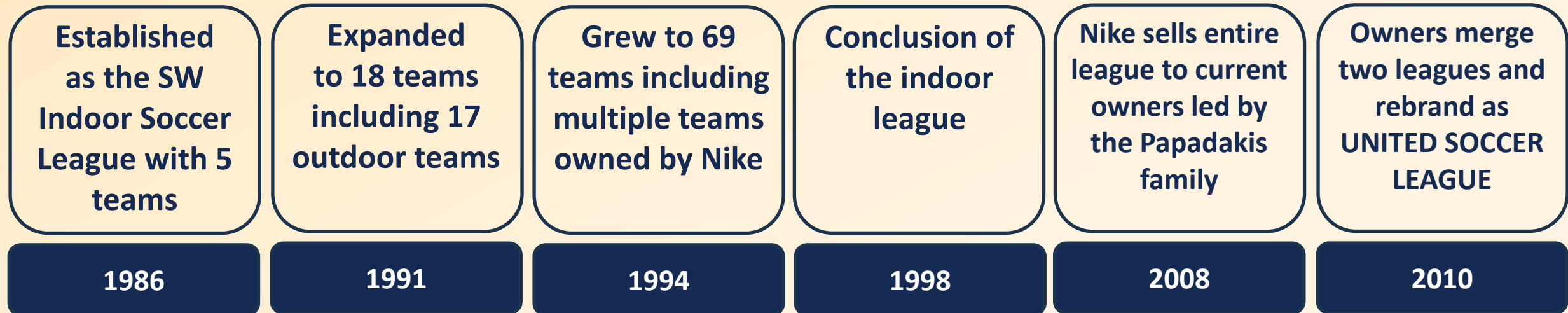
Closing the Funding Gap

- Add public funding
 - Additional State capital budget request
 - Additional Snohomish County budget request
 - Explore federal funding opportunities
- Control costs
 - Rightsize design with Progressive Design Build
 - Phase construction of Downtown alternative
- Add private funding
 - Negotiated agreements
 - Additional partners



Potential partner: United Soccer League

History of organization



United Soccer League



- USL led by Alec Papadakis (CEO) and Justin Papadakis (Deputy CEO/Chief Real Estate Officer), father and son
 - Family investment similar to Volpes/AquaSox
 - Volpes own 3 MiLB teams, Papadakis own entire USL league
- USL now operates 7 different soccer “properties” from youth to professional, men and women



United Soccer League



United Soccer League is now the largest professional soccer organization in North America

230

COMMUNITIES

20,000+

PLAYERS

4,700+

EVENTS

95,000,000

FANS

46

PRO CLUBS

700+

USL PRO MATCHES
BROADCASTED
ANNUALLY

48

NATIONALLY
BROADCASTED
MATCHES

13,000,000

UNIQUE VISITORS TO USL
DIGITAL PLATFORMS



Site Decision

- Spent two years studying alternatives
 - Remodel existing stadium at School District site
 - Build new facility at Downtown site
 - Take No Action and lose AquaSox
- Administration and Stadium Fiscal Advisory Committee recommend a new facility at the Downtown site

TONIGHT: Council asked to decide its preferred site



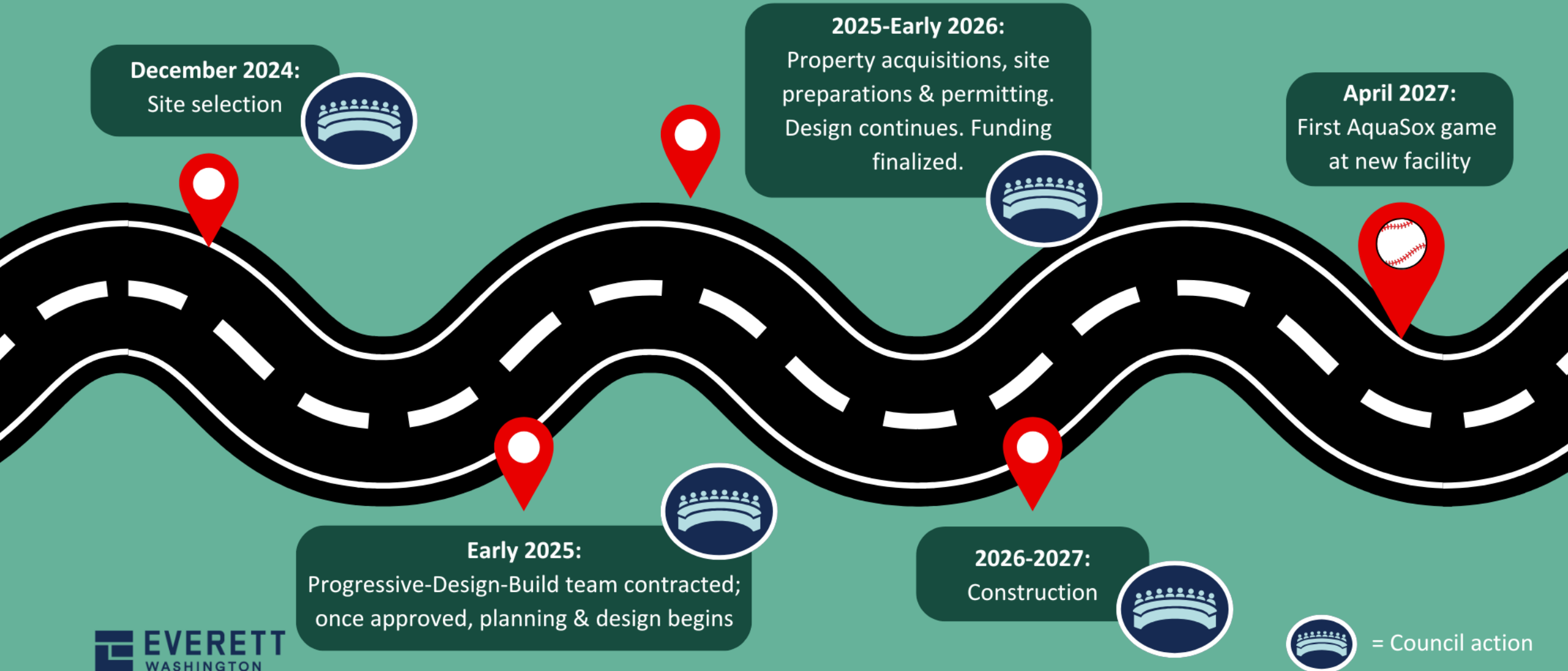
ADDITIONAL DISCUSSION SLIDES

Preferred Multipurpose Facility Site Decision

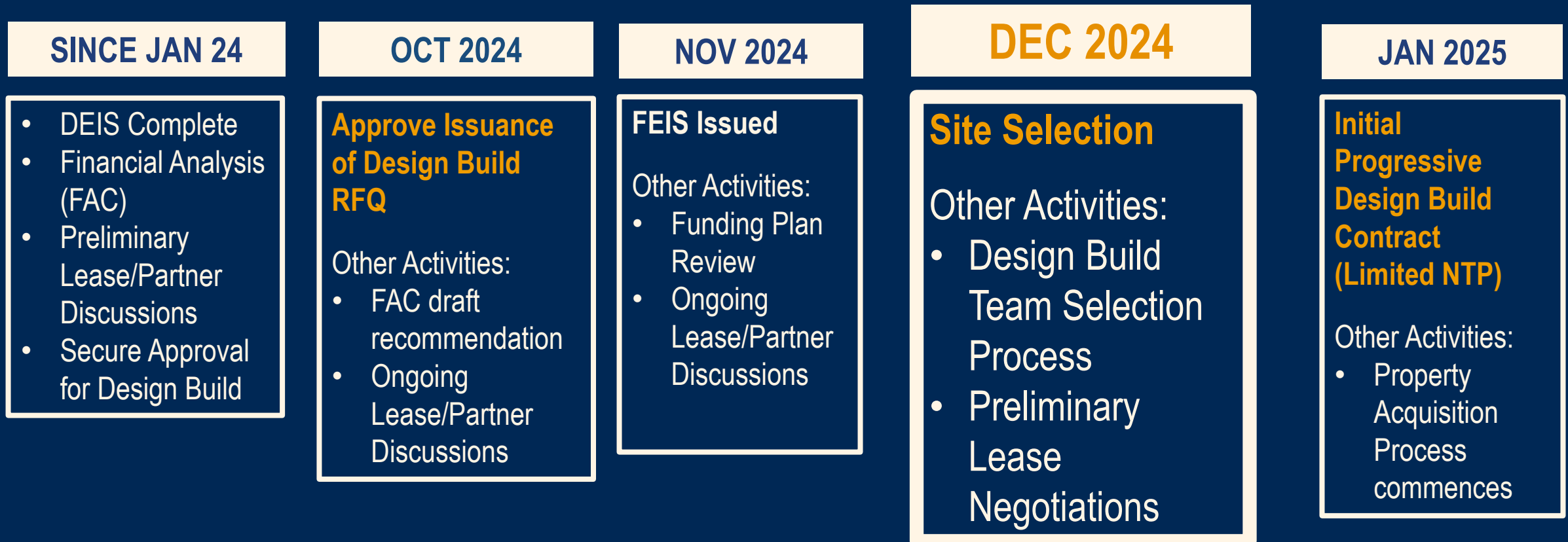
December 18, 2024

Proposed outdoor multipurpose facility

Tentative project timeline



Timeline (Council actions in orange)



SFAC: Funding Source Analysis

- Committee reviewed 22 potential funding sources
- Identified funding sources consistent with guiding principles:
 1. City of Everett uncommitted capital funds
 2. City of Everett bonds backed by net revenue from the stadium
 3. State funding (plan multiple asks over several years)
 4. Snohomish County funding (plan multiple asks)
 5. Private partner funding (AquaSox, USL, others in future)
 6. Federal funding (if available, applicable, and significant)



SFAC: Initial Recommendation

1. Pursue all prudent available funding to support the development of a **new Downtown Multipurpose Stadium**.
 - Downtown Site is the most fiscally beneficial option for the City
 - School District site sources of funding lower
 - School District site has limited return on City investment



SFAC: Initial Recommendation

- 2. Rightsize the initial phase of project delivery to meet currently identified funding sources including conservative net revenue projections for debt service capacity.**
 - Due to limited funds, Downtown multi-purpose facility likely to evolve over time with multiple phases
 - School District site is not able to be phased



SFAC: Initial Recommendation

3. Maximize **private investment** in the project with current (AquaSox) and new (United Soccer League) anchor tenants and future project partners.
 - AquaSox pledged investment is higher at Downtown site
 - USL will only invest in Downtown site



SFAC: Initial Recommendation

4. **Limit funding sources** to current revenue and/or City of Everett Capital Funds.

- As stated above, at this time SFAC is not recommending new levies, Local Improvement District (LID), or tax increases
- The current estimate is that every Capital Fund dollar initially invested by the City in the Downtown Site will be matched by more than \$7 in private, county, and state investment



SFAC: Initial Recommendation

5. Bond issuance **should be sized consistent** with the final, most complete, net revenue projections
 - Bond projections are based on net operation revenue and successful lease negotiations with private partners
 - Any bonds issued should be paid by stadium revenues to the largest extent possible



SFAC: Initial Recommendation

6. Utilize the **Progressive Design-Build** process

- PDB allows the City, architect, and contractor to collaborate from the start to efficiently achieve the City's scope, schedule, and budget requirements
- The City should challenge the PDB team to design to a fixed budget and sharpen the delivery approach to meet budget without compromising the core program



SFAC: Initial Recommendation

7. The City should **advance the project** prudently but expeditiously to minimize delay
- Avoids further cost escalation and potential cost increases beyond available resources.
 - Avoids MLB threats to remove AquaSox from Everett and MLB penalties on AquaSox
 - Provides path for opening in April 2027



Site comparison: Other considerations

	School District Site	Downtown Site	No Action
SCHEDULING CONFLICTS	SIGNIFICANT	NONE	NONE
NEW PUBLIC PARK	X	✓	X
ADDED PEDESTRIAN CONNECTIONS/ TRANSIT	X	✓	X
BENEFIT TO SURROUNDING BUSINESSES	\$	\$\$	- \$
IMPACTS TO AQUASOX/ SCHOOL DISTRICT FACILITY USAGE	SIGNIFICANT	NONE	NONE



Site comparison: Additional facility uses

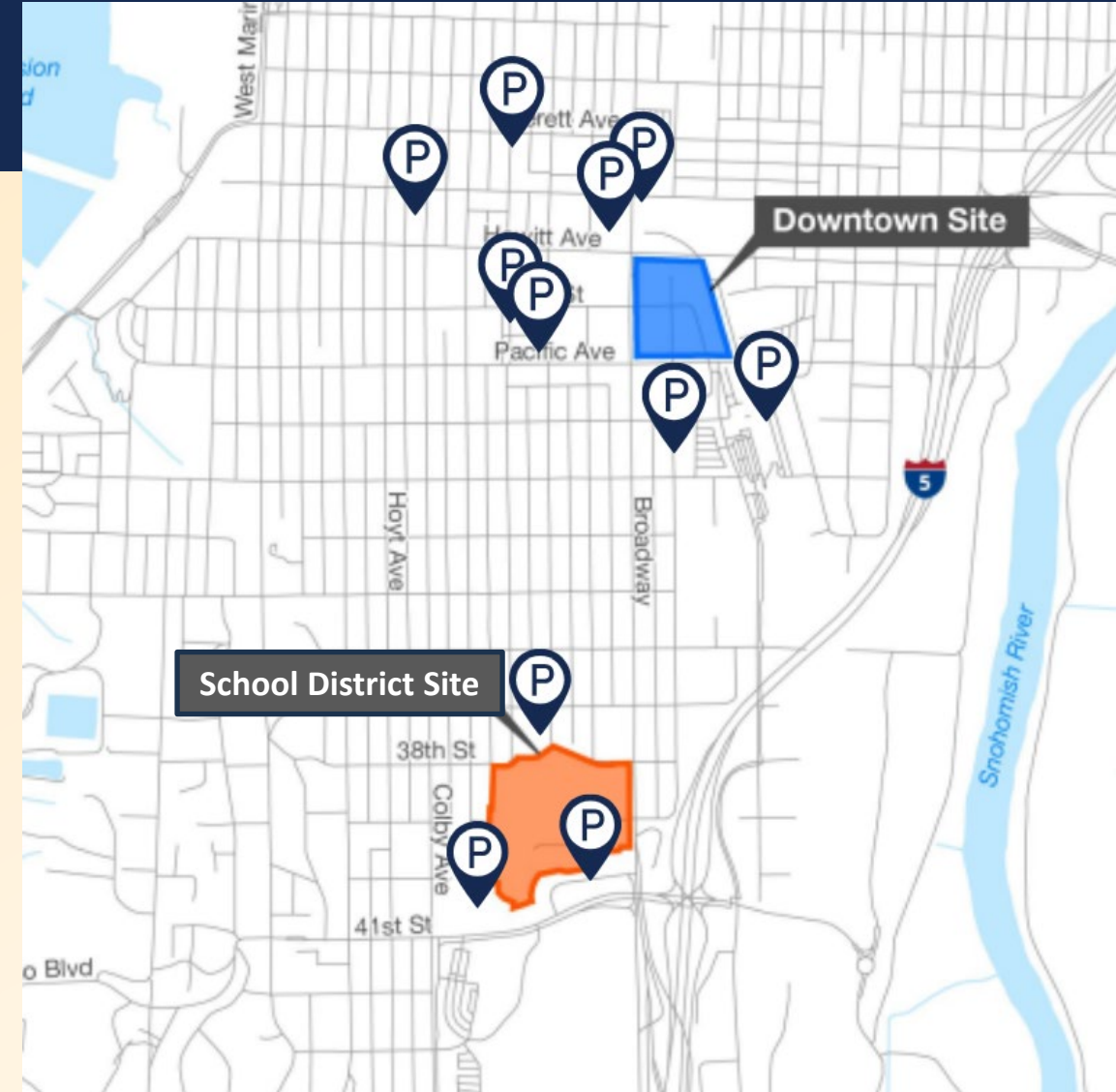
	School District Site	Downtown Site	No Action
BASEBALL (<i>compliant with MLB requirements</i>)	✓	✓	✗
CONCERTS	?	✓	✗
SOCCER	✗	✓	✗
SPORTS TOURNAMENTS (youth, college, adult)	Most limited	Two Stadiums	One Stadium

Additional Note: School District stadium remodel would require at least one year of construction with no use



Site comparison: Parking

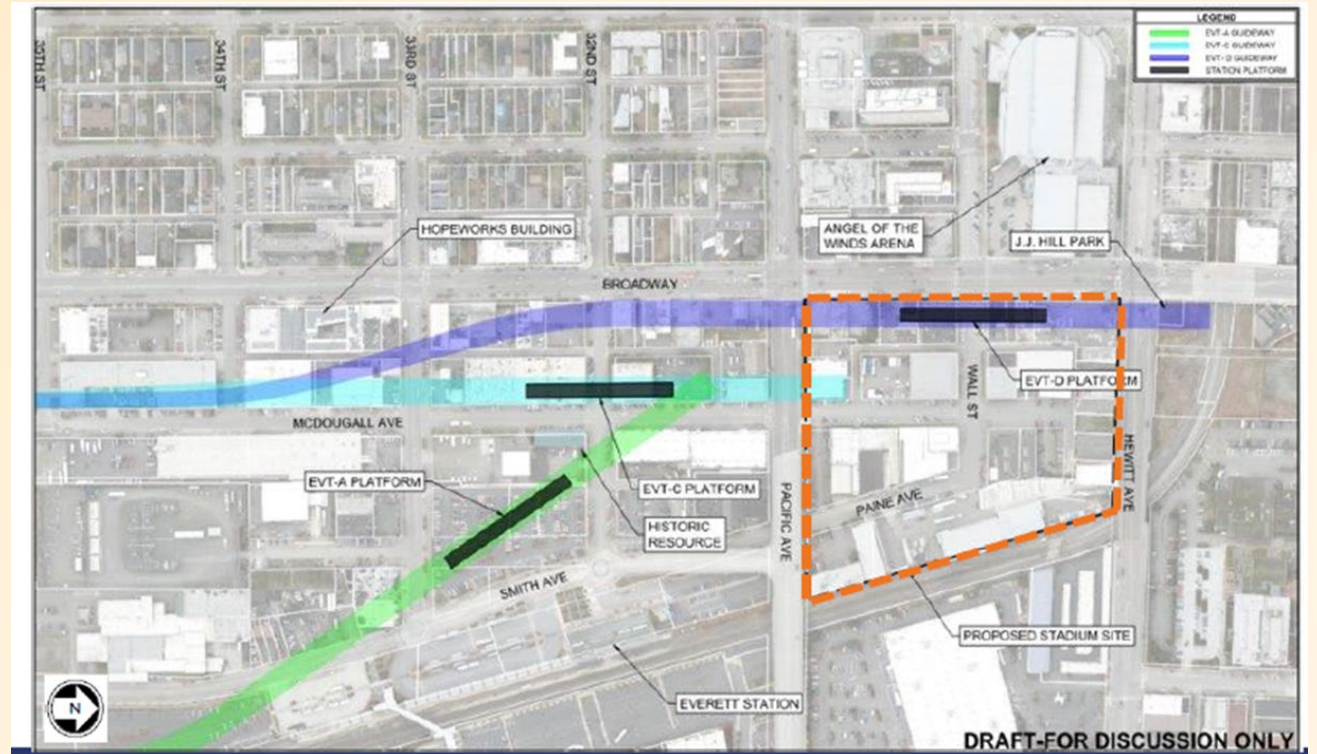
PARKING WITHIN 10-MIN. WALK	
SCHOOL DISTRICT SITE	800+
DOWNTOWN SITE	2,600+



Sound Transit Planning

- All potential downtown stop options work with proposed stadium location.
- Sound Transit submitted a response to the EIS expressing support for the downtown option on October 4, 2024:

“Sound Transit believes the City’s Alternative: Downtown Site presents the best opportunity for the future Everett Link Extension Station...”



METRO EVERETT BUILDING HEIGHTS

