



# EVERETT

WASHINGTON

## **Everett City Council Preliminary Agenda** **12:30 p.m., Wednesday, June 25, 2025** **City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

Guest Presentation: Machinists Institute-Little Wings Daycare

### CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,874,359.85 For The Period Ending June 7, 2025 Through June 13, 2025.

Documents:

[RES\\_CLAIMS PAYABLE 06.13.25.PDF](#)

(2) Authorize The Mayor To Sign An Amendment Extending The Executed Interlocal Agreement With Snohomish County For \$80,000 In 2024 REET II Funding To Construct A Skate Feature At Lion's Park.

Documents:

[LIONS PARK SKATE DOT PROJECT ILA AMEND\\_SNOCO.PDF](#)

(3) Authorize Call For Bids For The Walter E. Hall Park Community Connections Path.

Documents:

[WALTER E. HALL COMMUNITY CONNECTIONS PATH CALL FOR BIDS.PDF](#)

(4) Approve The Mayor To Sign The Agreement To Use Property For Wiggum's Hollow Park.

Documents:

[AGREEMENT FOR PARK USE OF PROPERTY FOR WIGGUMS HOLLOW PARK.PDF](#)

(5) Authorize The Mayor To Sign The Professional Services Agreement For 2025/2026 On-Call Geotechnical Services With HWA GeoSciences Inc.

Documents:

[HWA\\_ONCALL GEOTECHNICAL SERVICES\\_PSA.PDF](#)

(6) Award The Construction Contract For The 2025 Federal Overlay – Broadway Project To Central Paving, LLC Of Ellensburg, WA In The Amount Of \$1,336,574.30.

Documents:

[FEDERAL OVERLAY BROADWAY\\_AWARD CONTRACT.PDF](#)

(7) Authorize The Mayor To Sign Amendment No.1 To Water Quality Combined Financial Assistance Agreement No. WQC- 2022-EVERPW-00084 With The State Of Washington Department Of Ecology.

Documents:

[DOE\\_100THST REGIONAL STORMWATER FACILITY STUDY\\_AMENDNO1.PDF](#)

**ACTION ITEMS:**

(8) Adopt A Resolution Establishing Prohibited Areas Related To Areas Of Drug Trafficking.

Documents:

[RES\\_2025 SODA UPDATE.PDF](#)

(9) Authorize Mayor To Sign The 3rd Amendment To The Amended And Restated Riverfront Property Disposition Agreement In The Form Substantially As Provided.

Documents:

[RIVERFRONT THIRD AMENDMENT TO ARPDA.PDF](#)

**BRIEFING & PROPOSED ACTION ITEM:**

(10) CB 2506-38 – 1st Reading - Adopt An Ordinance Relating To Ambulance And Emergency First Aid Services, Adding A Section To Chapter 3.82 Of The Everett Municipal Code. (3rd & Final Reading 7/09/25)

Documents:

[CB 2506-38.PDF](#)

Executive Session

Adjourn

**PARTICIPATION IN REMOTE COUNCIL MEETINGS**

- o Participate remotely via Zoom by registering to speak at [everettwa.gov/speakerform](https://everettwa.gov/speakerform).

You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or [aely@everettwa.gov](mailto:aely@everettwa.gov) and identify the topic you wish to address.

- Provide written public comments by email to [Council@everettwa.gov](mailto: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.

## **AGENDAS, BROADCAST AND RECORDINGS**

- The Council agendas and meeting recordings can be found, in their entirety, at [everettwa.gov/citycouncil](http://everettwa.gov/citycouncil).
- 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](mailto:Council@everettwa.gov) or call the Council offices at 425.257.8703.

*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 June 7, 2025 through June 13, 2025, 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
002	General Funds	(4,088.80)
004	Administration	3,300.00
005	Municipal Court	867.25
009	Misc Financial Funds	87,391.75
024	Public Works-Engineering	9,772.69
026	Animal Shelter	1,567.83
032	Fire	10,311.04
038	Facilities Maintenance	256.63
TOTAL GENERAL FUND		\$ 109,378.39

Fund	Department	Amount
101	Parks & Recreation	6,236.67
110	Library	5,592.99
112	Municipal Arts	20,992.64
120	Public Works - Streets	19,277.68
138	Hotel/Motel Tax Fund	30,000.00
145	Cum Res/ Real Prop Acq.	45,786.90
146	Property Management	26,533.53
152	Cum Res/Library	805.94
153	Emergency Med Svc	26,982.35
155	Capital Reserve Fund	15,405.29
156	Criminal Justice	4,162.08
197	CHIP Loan Program	8,091.79
198	Comm Dev Block Grants	11,333.61
303	Public Works Impr. Projects	4,506.25
336	Water & Sewer Sys Improv I	86,053.69
342	City Facilities Const.	975,918.56
354	Parks Capital Const.	73,548.84
401	Public Works-Utilities	1,489,564.48
425	Public Works-Transit	415,353.86
430	Everpark Garage	240.68
440	Golf	96,294.44
501	MVD - Trans Services	127,056.78
505	Computer Reserve	262,960.91
507	Telecommunications	12,281.50
TOTAL CLAIMS		3,874,359.85

Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**Council President**





## City Council Agenda Item Cover Sheet

**Project title:** Authorize the Mayor to Sign an Amendment to the Executed Interlocal Agreement with Snohomish County for \$80,000 in 2024 REET II Funding to Construct a Skate Feature at Lion's Park

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 6/25/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
Yes X No

**Attachments:**  
ILA Amendment

**Department(s) involved:**  
Parks and Facilities  
Legal

**Contact person:**  
Bob Leonard

**Phone number:**  
425 257-8335

**Email:**  
Bleonard@everettwa.gov

**Initialed by:**  
*RML*  
Department head

Administration

Council President

**Project:** Lion's Park Skate Dot Project

**Partner/Supplier:** Snohomish County

**Location:** 7530 Cascade Dr, Everett, WA 98203

**Preceding action:** Executed ILA 02/21/2024

**Fund:** TBD

**Fiscal summary statement:**

The Snohomish County Council approved REET II funding, available for local county entities, to share in the cost of capital improvement projects throughout the county. The County has awarded the City of Everett \$80,000 in 2024 REET II funding to construct a skate feature at Lion's Park. The City of Everett executed this ILA contract in February of 2024. The City of Everett has requested an amendment to this contract to extend the project completion date to December 31<sup>st</sup>, 2026.

**Project summary statement:**

Lion's Park serves as an important gathering place for residents of the Beverly Park-Cascade View Neighborhood. Based on feedback from the neighborhood group, the adjacent Boys and Girls Club, as well as the City of Everett Police Department, we believe it is an ideal location to introduce Everett's first-of-its-kind skate feature. The ILA extension will allow continued coordination towards design, community engagement and construction.

This park improvement will be realized, in part, with the support of Snohomish County through REET II funding.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign an Amendment extending the Executed Interlocal Agreement with Snohomish County for \$80,000 in 2024 REET II funding to construct a skate feature at Lion's Park.

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH  
COUNTY AND THE CITY OF EVERETT FOR THE LION'S PARK SKATE DOT PROJECT

THIS AMENDMENT NO. 1 ("Amendment No. 1") to that certain Interlocal Agreement between Snohomish County and the City of Everett, Washington, concerning the Lion's Park Skate DOT Project (the "Agreement") dated April 11, 2024, is made by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Everett, a municipal corporation of the State of Washington (the "City").

The City of Everett has requested an extension for the Agreement due to delays encountered with procurement and design challenges.

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Section 2., **Effective Date and Duration**, is hereby amended as follows:

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

2. Section 4.4, **Project Deadline**, is hereby amended as follows:

On or before December 31, 2026, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

3. Section 5., **Invoicing and Payment**, is hereby amended as follows:

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2026, whichever occurs first, the City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

4. Section 12.2., **Termination for Breach**, is hereby amended as follows:

In the event that the City fails to complete the Project by December 31, 2026, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination

EXCEPT AS PROVIDED IN THIS AMENDMENT NO. 1, ALL TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT DATED APRIL 11, 2024, SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY:

CITY OF EVERETT:

\_\_\_\_\_  
Snohomish County Executive

\_\_\_\_\_  
Title: Date

**Project title:** Authorize Call for Bids for the Walter E. Hall Park Community Connections Path

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Proposed action  
Consent 6/25/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

None

**Department(s) involved:**

Parks and Facilities  
Community Development

**Contact person:**

Bob Leonard

**Phone number:**

425 257-8335

**Email:**

Bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Walter E. Hall Park Community Connections Path

**Partner/Supplier:** TBD

**Location:** 1226 W Casino Road

**Preceding action:** [Ordinance 4010-24](#)

**Fund:** Fund 354, Program 094 (CIP-3)

**Fiscal summary statement:**

The source of funds for the Walter E. Hall Park Community Connections Path is Fund 354, Program 094 (CIP-3).

The construction documents are nearing completion. Authorizing the call for bids at this time will allow the project to be advertised for competitive bids after the completion of the construction documents.

**Project summary statement:**

The City recognizes the need to improve neighborhood walkability and remove barriers to park access. The Walter E. Hall Community Connection Path will construct an asphalt path to connect the Westmont neighborhood to Walter E. Hall Park. The path will meet ADA accessibility standards and will also feature a traffic calming pedestrian crossing at the interior park driveway.

**Recommendation (exact action requested of Council):**

Authorize Call for Bids for the Walter E. Hall Park community connections path.

**Project title:** Agreement to Use Property for Wiggum's Hollow Park

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 6/25/2025  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Parks & Facilities  
Legal

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Agreement to Use Property for Wiggum's Hollow Park

**Partner/Supplier:** Everett Housing Authority

**Location:** Wiggum's Hollow Park

**Preceding action:** 1998 Agreement

**Fund:** N/A

**Fiscal summary statement:**

N/A

**Project summary statement:**

The City of Everett and the Everett Housing Authority (EHA) are updating an agreement dating back to 1998 regarding the EHA owned property adjacent to Wiggum's Hollow Park. The agreement continues to allow the Parks Department to maintain the EHA property in exchange for continued use of the property as a public park. Additionally, the new agreement allows the City to make improvements to the property with EHA reimbursing the City for such improvements if EHA determines that the property can no longer be used as a public park in the future. This important clause allows the City to use both capital and grant dollars to make improvements to the property.

**Recommendation (exact action requested of Council):**

Approve the Mayor to sign the Agreement to use property for Wiggum's Hollow Park.



## AGREEMENT FOR USE OF PROPERTY

This Use Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the CITY OF EVERETT, a Washington municipal corporation (“**City**”), and the HOUSING AUTHORITY OF THE CITY OF EVERETT, a body corporate and politic of the State of Washington (“**Owner**”), (individually a “**Party**” and collectively the “**Parties**”).

Owner owns property adjacent to the City’s Wiggums Hollow Park, as described in the Basic Provisions (the “**Property**”). Owner desires to allow the City to use the property for public park and recreational purposes. Accordingly, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**1. BASIC PROVISIONS.** The following definitions and provisions apply and are part of this Agreement:

<b>Owner Notice Address</b>	Executive Director Everett Housing Authority 3107 Colby Avenue Everett, WA 98201
<b>Property</b>	The real property subject to this Agreement is owned by Owner and is located on Popular St., in Everett, Washington, with Snohomish County Parcel Number 29051700103400.
<b>City Notice Address</b>	Director of Parks and Facilities City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203

**2. PERMISSION.** Owner hereby grants permission to the City to use the Property for public park and recreational purposes.

**3. MAINTENANCE.** The City will perform maintenance at the City’s cost as necessary to allow use of the Property for public park and recreational purposes.

**4. IMPROVEMENTS.** The City may make improvements to the Property (“City Improvements”) with prior written consent of an authorized representative of the Owner. The consent request must include a description of the proposed City Improvement, the project cost, and the timeline for completion. Upon installation of a City Improvement, the City will provide the Owner with information about the City Improvement, including the project cost, date of installation, and associated back-up documentation. Any City Improvements shall become the property of Owner. Prior to the termination of this Agreement, the City at the City’s sole discretion will determine whether to remove all, some or none of City Improvements. If the City determines to remove the City Improvements, the City upon such removal will restore the

Property to a condition reasonably acceptable to Owner. City Improvements removed from the Property become the property of the City upon removal.

**5. TERMINATION.** Either Party may terminate this Agreement by providing at least 90 days written notice of termination to the other Party. If such notice is provided by Owner, then, in order for the termination to be effective, Owner must pay to the City a Termination Payment no later than the termination date of the Agreement. The “**Termination Payment**” is the value as of the termination date of the Agreement of all City Improvements made to the Property by the City after the effective date of this Agreement, except for those improvements that the City determines to remove prior to the termination date. For purposes of determining the value of an improvement, the Parties agree that an improvement’s value is deemed to be the City’s cost to construct the improvement depreciated on a straight-line basis for 15 years. (For example, this means that an improvement that cost \$100,000 would have \$50,000 value 7.5 years after construction and zero value on the 15th anniversary of construction). The City will provide the Termination Payment information to the Owner within 30 days of receiving the written notice of termination of this agreement by Owner.

**6. INDEMNIFICATION.**

A. Owner hereby agrees to save the City, its officers, employees and agents harmless and indemnify them from all loss, claims or damage occasioned to the City, its officers, employees or agents or to any third person or property by reason of any act or omission of Owner, its employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against the City, its officers, employees or agents, or any third person alleging injuries to person and/or damage to property by reason of such act or omission and will pay any judgment which may be obtained against the City, its officers, employees, agents or third persons in such suit. Any damages and expenses arising from any lawsuits, actions or claims in connection with loss of life, bodily or personal injury, or property damage arising from the use by the City of the subject property shall be allocated between the City and Owner based on each party’s comparative negligence or fault.

B. The City hereby agrees to save Owner, its officers, employees and agents harmless and indemnify them from all loss, claims or damage occasioned to Owner, its officers, employees or agents or to any third person or property by reason of any act or omission of the City, its employees, subcontractors or agents which arises as a result of this Agreement, and shall, after reasonable notice thereof, defend and pay the expense of defending any claim or suit which may be commenced against Owner, its officers, employees or agents, or any third person alleging injuries to person and/or damage to property by reason of such act or omission and will pay any judgment which may be obtained against Owner, its officers, employees, agents or third persons in such suit.

C. In the event of acts of joint negligence, liability of Owner, the City, or third party shall be allocated on the basis of proportionate fault. Each party shall pay its own defense costs. This indemnity includes claims of employees of Owner and the City and constitutes a specific waiver of Owner immunity under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

D. To the extent that RCW 4.24.115 is applicable, (i) if the claims, demands, expenses or suits are caused by or result from the concurrent negligence of (1) Owner, its employees, subcontractors or agents and (2) the City, its officers, agents and employees, the indemnity provisions provided herein shall be valid and enforceable only to the extent provided by law; and (ii) solely for the purpose of this indemnification and defense, Owner and the City specifically waive any immunity under the State Industrial Insurance Law, Title 51 RCW. Owner and the City recognize 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.

## **7. GENERAL.**

A. Entire Agreement. This is the entire agreement of City and Owner with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement specifically supersedes and replaces the Parties' "Wiggums Hollow Park Housing Authority Agreement" dated August 5, 1998.

B. Waiver. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default.

C. Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court.

D. No Third Party Beneficiary. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs, personal representatives, successors and assigns of the parties hereto.

E. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party.

F. Notice. Any notice under this Agreement shall be in writing delivered by first class mail, properly addressed to the address(es) in the Basic Provisions and with the required postage. A Party may update its address by written notice to the other Party.

G. Amendments. Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Owner and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for City.

H. Counterparts/Signatures. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A Party's signature may be AdobeSign, which is fully binding.

***[signatures on following page(s)]***



IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

**CITY:**

CITY OF EVERETT,  
a Washington municipal corporation

By: \_\_\_\_\_  
Cassie Franklin, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Office of the City Clerk

**OWNER:**

HOUSING AUTHORITY OF THE CITY OF EVERETT,  
a body corporate and politic of the State of  
Washington

By: \_\_\_\_\_  
Mary Swenson, Executive Director

Date: \_\_\_\_\_

**Project title:** Professional Services Agreement for On-Call Geotechnical Services

**Council Bill #**

**Project:** Professional Services Agreement for On-Call Geotechnical Services

**Partner/Supplier:** HWA GeoSciences Inc.

**Location:** Citywide

**Preceding action:** Previous Agreement last amended [12/6/2024](#)

**Fund:** Multiple Funds

**Agenda dates requested:**

Briefing

Proposed action

Consent 6/25/25

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

**Fiscal summary statement:**

The Professional Services Agreement is limited to \$250,000 over the life of the proposed agreement which expires on December 31, 2026. The funding for each geotechnical services agreement (by task order) is the responsibility of the assigning department and the cost will be a part of each capital project requiring geotechnical services.

**Project summary statement:**

The Public Works Department maintains a roster of pre-qualified, pre-contracted geotechnical firms to provide on-call geotechnical services. Past practice necessitated individual departments and project managers to contracts for geotechnical 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 on-call geotechnical agreement with HWA GeoSciences Inc was amended on December 4, 2024, to extend to December 31, 2025. The amendment, however, did not increase compensation or update compensation rates. A new agreement for \$250,000, expiring on December 31, 2026 will replace the current agreement.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Professional Services Agreement for 2025/2026 On-Call Geotechnical Services with HWA GeoSciences Inc.

**Initialed by:**

RLS

Department head

Administration

Council President



## PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	HWA GeoSciences Inc.
	21313 30th Drive SE, Suite 110
	Bothell, WA 98021
	jgillie@hwageo.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
	The Service Provider will provide a variety of GeoTechnical Engineering and Inspection services on an on-call and as needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$250,000

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><b>Answer:</b> 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><b>Answer:</b> 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>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</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**

HWA GeoSciences Inc.

\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: \_\_\_\_\_

Name of Signer: JoLyn Gillie

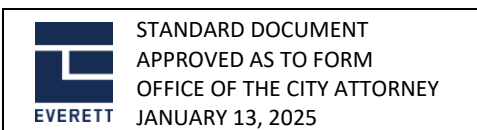
Signer's Email Address: jgillie@hwageo.com

Title of Signer: Principal

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Office of the City Clerk



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.1.13.25)**

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.

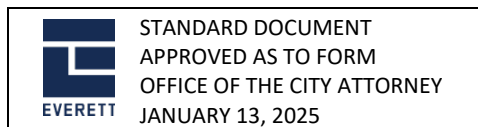
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all 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, 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.1.13.25)**



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

## **SCOPE OF WORK**

The Service Provider will perform a variety of Geotechnical Engineering and Inspection services on an on-call and as-needed basis under this Agreement, including slope stability evaluations, geotechnical design, shoring design, subsurface geotechnical investigations, construction support services, geotechnical peer review, site development review, storm drainage evaluations, site-specific seismic hazard studies, constructability review, and geotechnical inspection/observation of City construction projects.

The scope and fee for projects under this Agreement shall be established separately for each individual project using a Task Authorization form, provided as Exhibit A1. The Service Provider may use its own Task Authorization form so long as it includes the same necessary information (scope, fee, signatures, dates, project name, etc.), but the Service Provider's terms and conditions are excluded and not part of this Agreement. The Task Authorization form shall include a detailed scope of work and fee for each project and shall be signed by both parties prior to the Service Provider performing any work under this Agreement. The City does not guarantee that any work will be assigned to the Service Provider under this Agreement, except that which is authorized using the Task Authorization form.

The scope of services may include a combination of the following tasks:

1. Review of available drawings, geotechnical studies, maps, photographs, and other available documentation pertinent to the project or area of concern.
2. Detailed reconnaissance of the project area and subsurface geotechnical investigations, including deep excavations, shallow excavations, barhole investigation/probing, sampling, field testing, laboratory testing, etc.
3. Preparation of a work plan for any additional on-site exploration, laboratory testing, and analysis that may be required to properly evaluate the site and develop recommendations for mitigation as appropriate.
4. Meeting with City staff to discuss findings and develop plans for further action, as appropriate for the project.
5. Prepare summary reports appropriate for the project. The level of detail for reports may vary, ranging from technical memos and field reports to detailed design or investigation reports with detailed drawings, maps, boring logs, calculations, etc.
6. Other geotechnical engineering tasks requested by the City.

After both parties sign a Task Authorization form for a project, it becomes part of this Agreement and is subject to the terms and conditions of this Agreement.

Exhibit A1

TASK ORDER

Job Cost / GL Code:

The general provisions and clauses of the **On-call Geotechnical Services** Agreement shall be in full force and effect for this Task Order.

Project Title:

Maximum Amount Payable per Task Order:

Completion Date:

Description of Work:  
(Give brief description and note attachments)

Accepted:

\_\_\_\_\_  
City of Everett

Date

\_\_\_\_\_  
Service Provider

Date



**EXHIBIT B  
PROFESSIONAL SERVICES AGREEMENT**

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

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

Name	Title	Rate
enter name	SEE EXHIBIT B1 FOR HOURLY RATES	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 B1



**GEOSCIENCES INC.**  
DBE/MWBE

21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010  
Phone: 425.774.0106 | Fax: 425.774.2714  
[www.hwageo.com](http://www.hwageo.com)

### HWA GEOSCIENCES INC.

#### 2025 ANTE BILLING RATES BY CATEGORY

CLASSIFICATION TITLE	MIN BILLING RATE	MAX BILLING RATE
Administrative Support	\$115.00	\$125.00
CAD	\$135.00	\$155.00
Contracts Administrator	\$120.00	\$175.00
Geologist I	\$85.00	\$105.00
Geologist II	\$95.00	\$130.00
Geologist III	\$120.00	\$155.00
Geologist IV	\$140.00	\$180.00
Geologist V	\$175.00	\$190.00
Geologist VI	\$180.00	\$230.00
Geologist VII	\$200.00	\$250.00
Geologist VIII	\$240.00	\$320.00
Geotechnical Engineer I	\$110.00	\$140.00
Geotechnical Engineer II	\$125.00	\$155.00
Geotechnical Engineer III	\$150.00	\$170.00
Geotechnical Engineer IV	\$160.00	\$195.00
Geotechnical Engineer V	\$180.00	\$225.00
Geotechnical Engineer VI	\$200.00	\$250.00
Geotechnical Engineer VII	\$240.00	\$310.00
Geotechnical Engineer VIII	\$270.00	\$320.00
Hydrogeologist IV	\$185.00	\$195.00
Hydrogeologist V	\$190.00	\$250.00
Lab/Field Technician I	\$70.00	\$90.00
Lab/Field Technician II	\$85.00	\$95.00
Lab/Field Technician III	\$90.00	\$135.00
Lab/Field Technician IV	\$125.00	\$165.00
Lab/Field Technician V	\$150.00	\$175.00
Principal IX	\$330.00	\$360.00

## Exhibit B1



**GEOSCIENCES INC.**  
DBE/MWBE

21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010  
Phone: 425.774.0106 | Fax: 425.774.2714  
www.hwageo.com

### HWA GEOSCIENCES INC.

#### 2026 ANTE BILLING RATES BY CATEGORY

CLASSIFICATION TITLE	MIN BILLING RATE	MAX BILLING RATE
Administrative Support	\$120.00	\$130.00
CAD	\$135.00	\$155.00
Contracts Administrator	\$120.00	\$180.00
Geologist I	\$85.00	\$110.00
Geologist II	\$95.00	\$130.00
Geologist III	\$120.00	\$155.00
Geologist IV	\$140.00	\$180.00
Geologist V	\$175.00	\$190.00
Geologist VI	\$180.00	\$230.00
Geologist VII	\$200.00	\$250.00
Geologist VIII	\$240.00	\$320.00
Geotechnical Engineer I	\$110.00	\$140.00
Geotechnical Engineer II	\$125.00	\$155.00
Geotechnical Engineer III	\$150.00	\$170.00
Geotechnical Engineer IV	\$160.00	\$195.00
Geotechnical Engineer V	\$180.00	\$230.00
Geotechnical Engineer VI	\$200.00	\$250.00
Geotechnical Engineer VII	\$240.00	\$310.00
Geotechnical Engineer VIII	\$270.00	\$330.00
Hydrogeologist IV	\$185.00	\$195.00
Hydrogeologist V	\$190.00	\$250.00
Lab/Field Technician I	\$70.00	\$95.00
Lab/Field Technician II	\$85.00	\$100.00
Lab/Field Technician III	\$90.00	\$135.00
Lab/Field Technician IV	\$125.00	\$165.00
Lab/Field Technician V	\$150.00	\$175.00
Principal IX	\$330.00	\$360.00

# Exhibit C



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Phone: 425.774.0106 | Fax: 425.774.2714  
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## 2025 ODC Rates

1150 Shelby Tube Extrusion	Per Each	\$100.00
1160 Moisture Content with Description	Per Each	\$30.00
1162 Visual Soil Classification	Per Each	\$25.00
1171 Sieve Analysis, Wet, Small sample (D6913)	Per Each	\$140.00
1172 Sieve Analysis/Grain Size, Wet, Bulk (C136)	Per Each	\$200.00
1495 Percent Passing #200 Sieve (D1140)	Per Each	\$115.00
1180 Hydrometer Analysis	Per Each	\$200.00
1181 Combined Analysis (D6913/D7928)	Per Each	\$280.00
1184 Oversize Fee - Sieve Analysis	Per Each	\$75.00
1189 Proctor for Granular Soil-4 pt (D698, D1557)	Per Each	\$290.00
1190 Proctor for Granular Soil (1pt)	Per Each	\$155.00
1191 Proctor for Cohesive Soil (D698, D1557)	Per Each	\$325.00
1200 Specific Gravity of Soil (D854)	Per Each	\$180.00
1210 Specific Gravity, Fine Aggregate (C128)	Per Each	\$250.00
1215 Specific Gravity, Coarse Aggregate (C127)	Per Each	\$145.00
1217 Uncompacted Voids	Per Each	\$150.00
1220 Unit Weight in Ring (D2937)	Per Each	\$85.00
1225 Unit Weight in Shelby Tubes (D2937)	Per Each	\$125.00
1230 Unit Weight of soil by Waxing	Per Each	\$145.00
1235 Unit Weight of Agg. by Rodding (C29)	Per Each	\$85.00
1237 Porosity of soils	Per Each	\$240.00
1245 Atterberg Limits, Three Points (D4318)	Per Each	\$265.00
1255 Unconfined Compressive Strength (D2166)	Per Each	\$200.00
1260 Direct Shear, (3) Points - Intact (D3080)	Per Each	\$700.00
1262 Direct Shear, (3) Points - Remolded (D3080)	Per Each	\$800.00
1263 Direct Shear, (1) Point - Intact	Per Each	\$240.00
1264 Direct Shear- (1) point - Remolded	Per Each	\$300.00
1265 Strength Test-Triaxial (u-u) (D2850)	Per Each	\$300.00
1270 Strength test-Triaxial (cu) 1 pt	Per Each	\$900.00
1274 Strength Test - Triaxial (c-u) 3 Samples, 3 pts (D4767)	Per Each	\$1,800.00
1278 Strength Test - Triaxial (c-u) 1 Sample, 3 pt Multi-Stage (D4767)	Per Each	\$1,400.00
1280 Consolidation - One-Dimensional (D2435)	Per Each	\$1,000.00
1281 Consolidation - (w/Secondary Compression)	Per Each	\$1,400.00

# Exhibit C

## HWA GeoSciences ODC Rates

1284 Consolidation - Extra Point, Per Point	Per Each	\$125.00
1290 One dimensional Swell	Per Each	\$1,000.00
1300 (CBR) Calif. Bearing Ratio - 1 Point (D1883)	Per Each	\$300.00
1302 (CBR) Calif. Bearing Ratio - 3 Points (D1883)	Per Each	\$700.00
1306 Effective Porosity	Per Each	\$650.00
1310 Permeability - Falling Head (WSDOT 605)	Per Each	\$300.00
1314 Perm Test-Triaxial with back Press. 6" Dia.	Per Each	\$700.00
1315 Permeability - Triaxial with Back Pressure, Intact (D5084)	Per Each	\$635.00
1317 Permeability - Triaxial with Back Pressure, Remolded (D5084)	Per Each	\$735.00
1340 Organic Content Test (D2974)	Per Each	\$75.00
1341 Soil pH Test (AASHTO T289)	Per Each	\$55.00
1342 Soil Resistivity Test (AASHTO T288)	Per Each	\$120.00
1343 Soil pH and Resistivity Test (AASHTO T288/T289)	Per Each	\$160.00
1420 Cylinder Compression Test (C 39)	Per Each	\$40.00
1425 End Trimming	Per Each	\$40.00
1440 Concrete Cylinders Sampled and Cure -Not Test	Per Each	\$40.00
1450 Cylinder Density Tests	Per Each	\$50.00
1452 Lightweight Concrete Cylinder Density Test	Per Each	\$145.00
1454 Concrete Core Compression Test with Trim	Per Each	\$125.00
1460 Concrete Beam Flexural Strength Test (C78)	Per Each	\$150.00
1469 Grout/Mortar Compression Tests	Per Each	\$50.00
1475 Shotcrete Panel Testing/panel	Per Each	\$400.00
1500 Clay Lumps & Friable Particles (C142)	Per Each	\$115.00
1520 LA Abrasion (C131, C535)	Per Each	\$260.00
1540 Organic Impurities Test (C40)	Per Each	\$100.00
1550 Sand Equivalent (D2419)	Per Each	\$120.00
1560 Fracture Face Count (D5821)	Per Each	\$70.00
1561 Flat and Elongated	Per Each	\$70.00
1570 Degradation Test (WSDOT 113)	Per Each	\$325.00
1600 Marshall Compaction, Volumetrics with Flow/Stability - 3 specimens (D6926)	Per Each	\$800.00
1602 Marshall Compaction, Volumetrics - 1 specimen (D6926)	Per Each	\$350.00
1603 Gyratory Compaction - 3 specimens (D6926)	Per Each	\$600.00
1605 Marshall Compaction, Volumetrics - 3 specimens (D6926)	Per Each	\$600.00
1609 Asphalt Core Density-uncoated	Per Each	\$100.00
1610 Bitumen Content by Extraction & Gradation (D5444, D6307)	Per Each	\$450.00
1611 Bitumen Extraction Only (D6307)	Per Each	\$250.00
1612 Oven Correction (3 points)	Per Each	\$550.00
1615 Rice Density (D2041)	Per Each	\$350.00
1616 HMA Bulk Sp. Grav. SSD Method, Per Briquette (D2726)	Per Each	\$110.00
1617 HMA Bulk Specific Gravity - Wax, Per Specimen (D1188)	Per Each	\$400.00
Concrete Cylinder Molds	Per Each	\$10.00
Coring @ \$175, Per Core (12-inch)	Per Core	\$175.00
Coring @ \$80, Per Core (6-inch)	Per Core	\$80.00
Data Logger/Transducers/Piezometer	Per Each	\$650.00
Dropweight Cone Penetrometer	Per Day	\$500.00

# Exhibit C

## HWA GeoSciences ODC Rates

Falling Weight Deflectometer	Per Hour	\$1,000.00
Geophysical Equipment Rental	Per Day	\$1,000.00
GPS Unit	Per Day	\$75.00
Nuclear Density Gauge	Per Day	\$50.00
Thin Lift Gauge	Per Day	\$60.00
Brush Clearing Equipment	Per Day	\$75.00
Water Level Indicator	Per Day	\$30.00

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services NW CL</b> <b>601 Union Street, Suite 1000</b> <b>Seattle, WA 98101</b>	<b>CONTACT NAME:</b> Wendy Christeson <b>PHONE (A/C, No, Ext):</b> 206 441-6300 <b>E-MAIL ADDRESS:</b> wendy.christeson@usi.com		<b>FAX (A/C, No):</b> 610-362-8530
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>HWA GeoSciences, Inc.</b> <b>21312 30th Dr SE</b> <b>Bothell, WA 98021</b>	<b>INSURER A :</b> Travelers Indemnity Company of CT		<b>25682</b>
	<b>INSURER B :</b> Travelers Indemnity Company		<b>25658</b>
	<b>INSURER C :</b> Berkley Insurance Company		<b>32603</b>
	<b>INSURER D :</b> Continental Casualty Company		<b>20443</b>
	<b>INSURER E :</b> Phoenix Insurance Company		<b>25623</b>
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802W3626492447	12/01/2024	12/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA2W3626742447G	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP2W3627292447	12/01/2024	12/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6802W3626492447 (WA STOP GAP)	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Incl Pollution		X	AEC908601000	12/01/2024	12/01/2025	\$5,000,000 per claim \$5,000,000 annl aggr.
D	Leased/Rented			7095015788	11/07/2024	11/07/2025	\$30,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Project Name: On-Call Geotechnical Engineering Services for the City of Everett. Project Number: 2025 074.**

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Everett, its officers, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed by or on (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Everett</b> <b>3200 Cedar Street</b> <b>Everett, WA 98201</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement with Primary and Noncontributory wording, when required by written contract.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



## City Council Agenda Item Cover Sheet

**Project title:** Award the construction contract for the 2025 Federal Overlay - W. Mukilteo Boulevard project to Central Paving, LLC of Ellensburg, WA in the amount of \$1,336,574.30.

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 6/25/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Bid Summary, Project Map

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

**Email:**

thood@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** 2025 Federal Overlay – Broadway

**Partner/Supplier:** Washington State Department of Transportation (WSDOT)

**Location:** Broadway Avenue - California St. to 18th St.

**Preceding action:** [Ordinance 4062-24, approved on 12/11/24](#)  
[Call for bids, approved on 3/5/25](#)

**Fund:** Fund 303 – Public Works Improvement Projects

**Fiscal summary statement:**

The current programmed available funding, as established by City Ordinance No. 4062-24, for this project is \$3,825,480.

**Project summary statement:**

Bid proposals for the 2025 Federal Overlay – Broadway project were opened on June 3, 2025, with three (3) bid proposals received. Central Paving, LLC of Ellensburg, WA was the lowest responsive responsible bidder in the amount of \$1,336,574.30.

The 2025 Federal Overlay – Broadway project will resurface asphalt as the roadways are nearing the end of its expected life and needs resurfacing to prevent further deterioration and ensure the safety and functionality of roadways.

**Recommendation (exact action requested of Council):**

Award the Construction Contract for the 2025 Federal Overlay – Broadway project to Central Paving, LLC of Ellensburg, WA in the amount of \$1,336,574.30.



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

BID SUMMARY

2025 Federal Overlay, Broadway - California Street to 18th Street

W.O.# 3841

Federal Aid No. STBGUL-2715(012)

Date: 6/3/2025

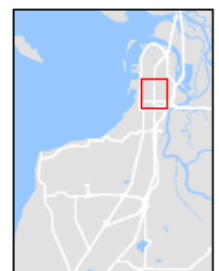
For:

Bidder Name:	Bidder Totals:
Engineer's Estimate	\$1,269,464.00
Central Paving, LLC	\$1,336,574.30
Lakeside Industries, Inc	\$1,613,045.00
Granite Construction Company	\$1,698,890.00



# 2025 FEDERAL OVERLAY BROADWAY - CALIFORNIA ST TO 18TH ST Vicinity Map

2/6/2025



G:\Basemaps\Vicinity\Public\_Works\_Communications\2025\2025\_PW\_Communications\_VicinityMaps\2025\_PW\_Communications\_VicinityMaps.aprx

**Project title:** Authorize the Mayor to sign Amendment No. 1 to the grant agreement with Dept. of Ecology for the 100<sup>th</sup> Street SW Regional Stormwater Study.

**Council Bill #**

**Project:** 100<sup>th</sup> Street Regional Stormwater Study

**Partner/Supplier:** Washington State Department of Ecology

**Location:** 100<sup>th</sup> Street corridor, Evergreen Way to City Limits

**Preceding action:** Authorization to sign grant agreement, [08/10/2022](#)

**Fund:** 336 – Utilities Fund, Program 042

**Agenda dates requested:**

Briefing

Proposed action

Consent 6/25/25

Action

Ordinance

Public hearing

Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Amendment to Grant  
#WQC-2022-EVERPW-  
00084

**Department(s) involved:**

Public Works

**Contact person:**

Tom Hood

**Phone number:**

425-257-8809

**Email:**

THood@everettwa.gov

**Fiscal summary statement:**

Amendment No. 1 does not change the grant amount, nor does it add any City financial commitment. The expiration date will be extended, and existing funds will be re-allocated between the already established tasks within the grant. The grant requires a 25% match from the city which will come from the utilities fund.

Total City expenditure: \$56,500

**Project summary statement:**

The proposed amendment will extend the grant expiration date to June 30, 2026, to allow for design of the selected regional stormwater facility at 9900 18<sup>th</sup> Ave W.

The grant funds a study and preliminary design to examine ways to expand stormwater improvements associated with existing roadways and future improvements within the upper Swamp Creek Drainage Basin. A regional stormwater treatment and flow control facility location has been identified and acquired, and this grant provides funding for design of the facility. Once constructed, the facility will provide treatment and flow control for currently untreated runoff from existing roadways and other properties to improve conditions in the Swamp Creek Basin.

**Recommendation (exact action requested of Council):** Authorize the Mayor to sign Amendment #1 to Water Quality Combined Financial Assistance Agreement No.WQC-2022-EVERPW-00084 with the State of Washington Department of Ecology.

**Initialed by:**

RLS

Department head

Administration

Council President



**AMENDMENT NO. 1  
TO AGREEMENT NO. WQC-2022-EverPW-00084  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
City of Everett**

**PURPOSE:** To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Everett (RECIPIENT) for the 100th St. SW Regional Stormwater Facility Study (PROJECT).

The RECIPIENT experienced delays in the PROJECT due to an extended period of negotiations for property acquisition. This amendment will extend the AGREEMENT from July 1st, 2021, to June 30th, 2026, to provide the RECIPIENT with additional time to complete design deliverables for this project, now that property has been acquired. This amendment will also redistribute the budget between the tasks but will not impact the total award amount or the deliverables. The budget will be adjusted as follows:

Task 1 is increased by \$1,440.00 from \$7,560.00 to \$9,000.00

Task 2 is decreased by \$25,730.00 from \$82,892.00 to \$57,160.00

Task 3 remains the same

Task 4 is increased by \$4,017.00 from \$27,983.00 to \$32,000.00

Task 5 is increased by \$20,275.00 from \$39,725.00 to \$60,000.00

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2025 Amended: 06/30/2026

**CHANGES TO THE BUDGET**

**Funding Distribution EG220731**

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP - SFY22  
Fund: FD  
Type: State  
Funding Source %: 100%  
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

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	\$ 9,000.00
Cultural and Environmental Reviews, and Permitting	\$ 57,160.00
Data Collection	\$ 67,840.00
Preliminary Design and Alternative Selection	\$ 32,000.00
Design Plans and Specifications	\$ 60,000.00

**Total: \$ 226,000.00**

## CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$9,000.00**

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; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that 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, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

Recipient Task Coordinator: Erik Emerson

**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)	
1.3	Two-page Outcome Summary Report	

**CHANGES TO SCOPE OF WORK**

Task Number: 2 Task Cost: \$57,160.00

Task Title: Cultural and Environmental Reviews, and Permitting

Task Description:

The RECIPIENT shall 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 provide both the ECOLOGY project manager and [separegister@ecy.wa.gov](mailto:separegister@ecy.wa.gov) an initial consultation



on the draft State Environmental Policy Act (SEPA) documents.

B. The RECIPIENT will notify the ECOLOGY project manager, in addition to the required distribution and public notice, when SEPA documents have been issued for the official comment period, which is a minimum of 21 days.

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.

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

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 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.

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.

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.

**Deliverables**

Number	Description	Due Date
2.1	SEPA checklist, or other documentation for projects considered exempt from SEPA review. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

2.3	Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. ECOLOGY will upload documentation to EAGL when cultural resources is complete.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

## CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$32,000.00

Task Title: Preliminary Design and Alternative Selection

### Task Description:

The RECIPIENT will conduct a review of the available information and examine potential stormwater treatment and flow control facilities that will serve both the existing developed areas and the future road improvements.

A. Using information collected in Data Collection task, the RECIPIENT shall prepare concept level design for potential flow control and treatment facilities. Alternatives shall consider land use, contributing areas, property acquisition scenarios and facility types. A comparative cost estimate shall be prepared for each alternative to facilitate comparison.

B. The RECIPIENT will prepare documentation for review by internal project stakeholders to examine alternatives. RECIPIENT will convene one or two charrette style meetings to select a preferred option. Stakeholders may include internal City surface water and maintenance and real property staff, Ecology and other environmental review staff. The RECIPIENT will consult property owners, prior to selecting a preferred alternative.

C. The RECIPIENT will provide a description of the selection process and the preferred alternative selected.

D. The RECIPIENT will complete initial due diligence to ensure that the selected property has no major concerns, liens, etc. before completing the design process.

### Task Goal Statement:

The RECIPIENT will assess and select the best alternatives for advancement to final design with project stakeholders.

### Task Expected Outcome:

Potential sites, contributing area, land use and property acquisition scenarios, and facility types will be compared and narrowed down to a list for review at a charrette, where they will be narrowed down further to one design.

## Deliverables

Number	Description	Due Date
4.1	Description of proposed alternatives. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Memorandum describing alternatives selection process and the preferred alternative. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Land acquisition due diligence documentation to include: a Hazardous Substances Certification and Property Assessment Checklist, Property Appraisal and Preliminary Title Report. Upload to EAGL, notifying ECOLOGY when complete.	

## CHANGES TO SCOPE OF WORK

Task Number: 5 Task Cost: \$60,000.00

Task Title: Design Plans and Specifications

### Task Description:

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

A. The RECIPIENT will develop a stormwater retrofit project design. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables 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.

1. 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.

2. 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, which includes 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 Final Design.

B. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit a preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

Task Goal Statement:

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

Task Expected Outcome:

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.

**Deliverables**

Number	Description	Due Date
5.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
5.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

5.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
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**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 56,500.00	\$ 169,500.00	\$ 226,000.00
Total		\$ 56,500.00	\$ 169,500.00	\$ 226,000.00



ATTEST: OFFICE OF THE CITY CLERK

---

Ashleigh Scott, Deputy

Date

Template Approved to Form by  
Attorney General's Office



**Project title:** A Resolution establishing Prohibited Areas related to areas of drug trafficking.

**Council Bill #****Agenda dates requested:**

Briefing 6/18/25  
Proposed action  
Consent  
Action 6/25/25  
Ordinance  
Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

x Yes No

**Attachments:**

Resolution  
Declaration in support

**Department(s) involved:**

Legal

**Contact person:**

Lacey Offutt

**Phone number:**

425-257-8528

**Email:**

loffutt@everettwa.gov

**Initialed by:**

DH

Department head

Administration

Council President

**Project:** A resolution establishing Prohibited Areas related to areas of drug trafficking.

**Partner/Supplier:** N/A

**Location:** Everett, WA

**Preceding action:** N/A

**Fund:** N/A

**Fiscal summary statement:**

N/A

**Project summary statement:**

Chapter 10.13 EMC of the Everett Municipal Code requires that the Stay Out of Drug Area (SODA) geographic areas be updated at least every two years. The Everett Police Department has requested an update to the geographic areas based on drug crime data, including narcotics related crimes, as outlined in the Declaration of Sergeant Chris Bennett.

**Recommendation (exact action requested of Council):**

Adopt a Resolution establishing Prohibited Areas related to areas of drug trafficking.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION establishing Prohibited Areas related to areas of drug trafficking.**

**WHEREAS,**

1. On December 19, 2007, the Council enacted Ordinances related to Violations of Court Orders; and
2. Ordinance No. 3048-07 §4, 2007 (EMC 10.13.040) requires that Stay Out of Drug Areas (“SODA”) orders set forth Prohibited Areas that have been established by a resolution of the City Council, at a minimum update of every two years; and
3. Due to the evolving nature of open-air drug markets, the areas must be updated every two years to account for areas of the City that become or cease to be areas of drug trafficking; and
4. The Ordinances require that the establishment of the Prohibited Areas be supported by information from the Police Department in the form of one or more declarations and/or sworn testimony; and
5. The City Council has reviewed the Declaration of Sergeant Chris Bennett, and/or has heard other sworn testimony;

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

The City Council adopts the attached recommendations for Prohibited Areas related to areas of drug trafficking.

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Council President

**Stay Out of Drug Areas**  
**Declaration of Sergeant Chris Bennett**  
**May 2025**

I, Chris Bennett, certify or declare under the penalty of perjury under the laws of the State of Washington that the following is true and correct:

I am a Sergeant with the Everett Police Department. My current assignment is Sergeant of the Anti-Crime Team (ACT). ACT focuses on problem locations in the city with the goal of reducing crime, including narcotics related crimes, proactively.

I have been a commissioned police officer since 2006. In my time with the Everett Police Department I have been involved in uniform and undercover proactive narcotics investigations. I have spent my career working patrol and spent roughly three and a half years working in ACT as an officer. I have been a Master Police Officer responsible for training new officers and was promoted to Sergeant in October of 2016. I began supervising the Anti-Crime Team in the spring of 2021.

I have made or been involved in hundreds of narcotics arrests in the City of Everett, including Stay out of Drug Areas ("SODA") Order violations. I have attended numerous hours of training related to narcotics investigations.

In preparing this document, I consulted with Sergeant Nathan Wallace who supervises the Everett Police Department's Community Response Team (CRT). The Community Response Team proactively enforces quality of life complaints while also conducting proactive narcotic investigations. I know they have extensive knowledge of narcotics activity throughout the city. I also had the Everett Police Department Crime Analysis Unit evaluate the drug arrest and complaints of drug activity for a two-year time frame (Jan. 2023 – Dec. 2024). Included with this declaration is a PowerPoint presentation they prepared which includes maps that display drug related incidents, arrests and narcotic overdose data; it is referenced by year and location within the city.

The first two slides of the presentation include data related to fatal and non-fatal drug overdoses in 2021 and 2022, the second of which is overlaid with data from 2023. Each slide contains the actual numbers of overdoses along with a map overlay showing location. Slides four and five show the same data for the years 2023 and 2024. While the number of fatal overdoses greatly declined in 2023, the number of total reported overdoses continues to remain steady. The mapping of this data continues to show that these overdoses predominantly occur within already established SODA zones within the city.

Slides six-eight show arrest data for drug and narcotic related violations in of Everett, first broken down by north and south/central sectors, and then city wide. These slides contain data from both 2023 and 2024. As is evidenced in the slides, the majority of all the current SODA zones continue to contain the majority of drug related arrests within the city.

Slide nine details substance abuse calls for service citywide in 2023-34, again showing alignment between the calls for service and the existing SODA zones.

Slides ten and eleven detail the substance abuse calls for service (side 10) and the drug/narcotic violation arrests (slide 11) in all city parks. The parks with the most drug/narcotics arrests are, in order of most arrests to least, Clark Park, J.J. Hill Park, and Wetmore Theater Plaza. These parks are within SODA areas 7, 1, and 4 respectively.

Based upon the provided data, the combined experiences of myself, Sgt Wallace and the two proactive units we are responsible for supervising it is our recommendation that each of the below listed areas, all of which are existing SODA areas; remain in effect going forward.

- 1) The entire area extending from the 1000 block to the 4100 block of Broadway, and two blocks east and west of this area of Broadway; and
- 2) The entire area on Evergreen Way extending from the 4700 block to the south city limits, and two blocks east and west of this area of Evergreen Way; and
- 3) The entire area on West Casino Road extending from the Evergreen Way to Airport Rd, and two blocks north and south of this area of West Casino Road; and
- 4) The entire area extending from the 1000 block to the 3200 block of Hewitt Ave, and two blocks north and south of this area of Hewitt Ave; and
- 5) The entire area extending from the 3100 block to the 3900 block of Smith Ave, and two blocks east and west of this area of Smith Ave.
- 6) The entire area extending from the 4000 block through 4700 block of Rucker Avenue, and two blocks east and west of this area of Rucker Avenue.

- 7) The entire area contained within Everett Avenue to 23<sup>rd</sup> Street on the south and north, and Broadway to Hoyt on the east and west (which includes Clark Park and the Everett High School campus; and
- 8) The entire area of Everett Mall Way from Evergreen Way to SR-526, and two blocks north and south of Everett Mall Way.
- 9) The entire area that makes up Senator Henry M. Jackson Park contained within 18<sup>th</sup> street to 16<sup>th</sup> street on the south and north, and Walnut Street and East Marine View Drive on the east and west, excluding any area within those boundaries that are not City of Everett Park Property.

Based upon the same data and experiences noted above, it is my recommendation the following current SODA zone be removed during this process:

1. The entire area that makes up Wiggums Hollow Park contained within 12<sup>th</sup> street to 10<sup>th</sup> street on the south and north, and Poplar street and Pine street on the east and west, excluding any areas within those boundaries that are not City of Everett Park Property.

This park has only had three drug related arrests over the past two-year period (2023-2024), as shown in slide 11. Additionally, it is not the source of frequent narcotic-related complaints that are referred to our respective units relative to the other areas that are recommended for inclusion. It is my opinion that based upon the data, and our combined experience, that this park should be removed from the current SODA boundaries.

Based upon the experience of Sgt Wallace and the Community Response Unit he supervises; it is my recommendation that the following area be added to the current SODA boundaries.

1. The entire area extending from the 1000 block of North Broadway Ave to the intersection of Marine View Drive, and two blocks east and west of this area of Broadway Avenue, and one block north of Marine View Dr.

The 700-1000 block of Broadway was previously included in past SODA boundaries but was removed during the 2021 review process due to ongoing commercial development in the area and a decreased frequency of narcotic related contacts. The data from 2023-2024 shows an increased number of arrests in this area. Sgt Wallace advised that his unit is routinely receiving complaints about areas within the above-described boundary and have seen drug/narcotic activity firsthand that warrants its re-inclusion. My recommendation is to extend the boundary from the 700 block further north to the intersection of Marine View Drive to account for the wooded areas to the north that have been the source of quality of life crime complaints that the CRT unit responds to.

Attached and incorporated by reference to my declaration is a description of the areas described above, all of which are contained within the city limits of Everett, that I am recommending on behalf of the Everett Police Department to the Everett City Council to be designated as Stay Out of Drug Areas ("SODA") to-wit:

- 1) The entire area extending from the 1000 block to the 4100 block of Broadway, and two blocks east and west of this area of Broadway; and
- 2) The entire area on Evergreen Way extending from the 4700 block to the south city limits, and two blocks east and west of this area of Evergreen Way; and
- 3) The entire area on West Casino Road extending from the Evergreen Way to Airport Rd, and two blocks north and south of this area of West Casino Road; and
- 4) The entire area extending from the 1000 block to the 3200 block of Hewitt Ave, and two blocks north and south of this area of Hewitt Ave; and
- 5) The entire area extending from the 3100 block to the 3900 block of Smith Ave, and two blocks east and west of this area of Smith Ave.
- 6) The entire area extending from the 4000 block through 4700 block of Rucker Avenue, and two blocks east and west of this area of Rucker Avenue.
- 7) The entire area contained within Everett Avenue to 23<sup>rd</sup> Street on the south and north, and Broadway to Hoyt on the east and west (which includes Clark Park and the Everett High School campus; and
- 8) The entire area of Everett Mall Way from Evergreen Way to SR-526, and two blocks north and south of Everett Mall Way.
- 9) The entire area that makes up Senator Henry M. Jackson Park contained within 18<sup>th</sup> street to 16<sup>th</sup> street on the south and north, and Walnut Street and East Marine View Drive on the east and west, excluding any area within those boundaries that are not City of Everett Park Property.
- 10) The entire area extending from the 1000 block of North Broadway Ave to the intersection of Marine View Drive, and two blocks east and west of this area of Broadway Avenue, and one block north of Marine View Dr.

These areas are known to me from my experience, the experience of Sgt Wallace, training, data produced above and interaction with law enforcement officers, neighbors and business people to be areas where narcotics activity presently justifies designation as SODAs. These areas include the listed streets and the immediately adjoining sidewalks and alleys.

Dated this 20th day of May, 2025 at Everett, Washington



Sgt. Chris Bennett #1316

**Project title:** Riverfront 3<sup>rd</sup> Amendment to Amended and Restated Property Disposition Agreement

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing 06/18/25  
Action 06/25/25

Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
X Yes No

**Attachments:**  
ARPDA Third Amendment

**Department(s) involved:**  
Planning, Legal

**Contact person:**  
Yorik Stevens-Wajda

**Phone number:**  
(425) 257-8725

**Email:**  
[ystevens@everettwa.gov](mailto:ystevens@everettwa.gov)

**Initialed by:**

Department head

Administration

Council President

**Project:** Riverfront Third Amendment to Amended and Restated Property Disposition Agreement

**Partner/Supplier:** Shelter Holdings

**Location:** Riverfront

**Preceding action:** Prior Amendments in 2021 and 2024

**Fund:** N/A

**Fiscal summary statement:** N/A

**Project summary statement:** The 2019 Amended and Restated Property Disposition Agreement (ARPDA) is one the agreements that governs the Riverfront. It contains deadlines and other real estate matters. On the former Landfill site, the ARPDA currently requires the “First Phase” to be completed by July 1, 2025. The First Phase elements and their current statuses are shown in the table below.

First Phase Element	Status
Two Mixed Use Buildings	Completed
Public Plaza (First Phase Elements)	Completed
First Phase Parking	Completed
First Phase Park Project	Under the amendment approved by City Council in 2024, Shelter’s First Phase Park Project at the Eclipse Mill Park must be completed within 18 months after the City completes its portion of the Eclipse Mill Park. The City Council awarded the City’s park project in May 2025, so the City’s project should be complete by 2026. This means Shelter’s project should be completed in 2026-2027.
Grocery Store	Shelter reports that grocery store operators want to see additional surrounding population density to support a grocery store at the Riverfront. Shelter has proposed to extend the deadline for the grocery store by five years to July 1, 2030.

Shelter has requested the grocery store deadline be extended for five years, to allow more residential buildings to be built and population density to increase. City staff recommends this extension.

The short proposed third amendment updates the ARPDA to include a five-year deadline extension for the grocery store. It also acknowledges the current deadline for the park project and the already completed First Phase elements.

**Recommendation (exact action requested of Council):** Authorize Mayor to sign the 3<sup>rd</sup> Amendment to the Amended and Restated Property Disposition Agreement in the form substantially as provided.

**THIRD AMENDMENT**  
**TO**  
**AMENDED AND RESTATED PROPERTY DISPOSITION AGREEMENT**  
**EVERETT RIVERFRONT DEVELOPMENT**  
**(LANDFILL)**

This Third Amendment to Amended and Restated Property Disposition Agreement (this “***Amendment***”) is dated for reference purposes June 1, 2025, and is made and entered into by and between (i) **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** (“***Riverfront***”), a Washington limited liability company, and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, “***Developer***”); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the “***City***”).

**RECITALS**

A. The City and Developer are parties to the Amended and Restated Property Disposition Agreement dated May 10, 2019, as amended by the First Amendment dated May 4, 2021 (the “***First Amendment***”), and by the Second Amendment dated on or about January 30, 2025 (the “***Second Amendment***”) (entire agreement as amended, this “***Agreement***”). All capitalized terms in this Amendment have the meaning set forth in the Agreement. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614.

B. The Agreement establishes a deadline of July 1, 2025, for substantial completion of the First Phase. The First Phase of the Project, as defined in the Recital E of the Agreement, includes (1) two mixed use buildings, (2) a grocery store, (3) a public plaza (except those parts of the plaza, if any, to be completed with the AFR Phase), (4) the First Phase Park Project, and (5) associated parking.

C. The Developer has completed the two mixed use buildings, the First Phase portion of the public plaza, and the associated parking. Developer will complete the First Phase Park Project by the First Phase Park Completion Deadline as established by the Second Amendment.

D. Current market conditions indicate that grocery store operators want to see additional surrounding population density to support a grocery store at the Riverfront.



Accordingly, the Developer has proposed to extend the deadline for the grocery store by five years to July 1, 2030.

E. The purpose of this Amendment is to update the First Phase deadline to delete First Phase elements that have been completed, acknowledge that First Phase Park Project will be completed as set forth in the Second Amendment, and extend the grocery store deadline by five years.

## **AGREEMENTS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in accordance with the terms of the Agreement, Developer and the City hereby amend the Agreement as follows:

### **1 DEADLINE UPDATE**

The parties have agreed to that the phrase in Agreement Section 10.1.1 that states

fails to substantially complete the First Phase by July 1, 2025 subject to extensions for Force Majeure as provided in Section 13.2 other than Force Majeure arising from COVID-19

is hereby replaced by

fails to substantially complete (a) the First Phase Park Project by the First Phase Park Completion Deadline and (b) the grocery store, as described in Recital E(2) above, by July 1, 2030, all subject to extensions for Force Majeure as provided in Section 13.2

### **2 AGREEMENT IN FULL FORCE AND EFFECT**

Except as modified by this Amendment, the Agreement remains in full force and effect. This Agreement may be signed with AdobeSign, which is fully binding.

**[SIGNATURE PAGES FOLLOW]**

CITY SIGNATURE PAGE

**CITY:**

CITY OF EVERETT

By: \_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST:

By: \_\_\_\_\_  
Office of the City Clerk

DEVELOPER SIGNATURE PAGES

**DEVELOPER:**

**RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 1 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 2 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 3 LLC,  
a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT PHASE 4 LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT THEATER LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**RIVERFRONT GROCER LLC,**  
**a Washington limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Project title:** Non-Emergency Lift Assistance Ordinance related to licensed care facilities

**Council Bill #**

CB 2506-38

**Agenda dates requested:**

Briefing 6/25/25  
Proposed Action 7/02/25  
Consent  
Action 7/09/25  
Ordinance X  
Public hearing  
X Yes No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Draft Ordinance  
ALTA: ALF #2024-035  
ALTA: NH #2024-053

**Department(s) involved:**

Fire, Legal

**Contact person:**

Dave DeMarco

**Phone number:**

425-257-8101

**Email:**

DDeMarco@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Non-Emergency Lift Assist Ordinance**Partner/Supplier:** NA**Location:** NA**Preceding action:** None**Fund:** 153/Emergency Medical Services**Fiscal summary statement:**

This draft ordinance proposes a penalty fee for licensed care facilities who access 911 for routine patient lift assists when no medical emergency is suspected. The fee is intended to discourage the use of emergency services for this purpose and may produce some small revenue, but it is not intended as a revenue stream and is not expected to have any real fiscal impact for fund 153.

**Project summary statement:**

This proposed ordinance penalizes licensed care facilities for accessing emergency medical services to perform routine patient lift assists in cases where no medical emergency exists. Washington Department of Social and Health Services (DSHS) routinely reminds licensed care facilities of the WAC requirement to maintain staff able to perform routine lift assists without the use of emergency services (see attached DSHS letter ALTA ALF #2024-035/ALTA NH #2024-053.)

Despite their obligation to perform these services internally, occasionally licensed care facilities utilize emergency responders to perform this work when no medical emergency exists. The proposed penalty is meant to discourage this practice and reserve valuable emergency medical services resources for medical emergencies only.

The penalty fee will be developed internally, based on the community cost to deliver this service and adjusted annually for inflation. The ordinance will not apply to registered adult family homes, nor to licensed care facilities when the patient is also experiencing a concurrent medical emergency.

If adopted, the department will undertake an 8-week educational campaign targeting all licensed care facilities within the city before imposing any penalty fees. An facility appeal process is included in the ordinance.

**Recommendation (exact action requested of Council):**

Adopt an Ordinance relating to Ambulance and Emergency First Aid Services, adding a Section to Chapter 3.82 of the Everett Municipal Code.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE relating to Ambulance and Emergency First Aid Services, adding a Section to Chapter 3.82 of the Everett Municipal Code.**

**WHEREAS,**

- A.** Use of the 911 emergency system for non-emergency uses is a detriment to the efficiency of the emergency response system and imposes unnecessary costs on the system.
- B.** The purpose of this ordinance is to discourage the use of the 911 emergency system to dispatch personnel of the Everett Fire Department for non-emergency patient lift assistance at licensed care facilities.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** The following is added as a new to chapter 3.82 EMC, to be codified as EMC 3.82.110:

**EMC 3.82.110**

It shall be the policy and practice of the City to discourage the use of the 911 emergency system to dispatch personnel of the Everett Fire Department or its contractors and partners for non-emergency patient lift assistance at licensed care facilities.

**A. Definitions**

For the purpose of this section, the following terms, phrases, words, and their derivations shall have the meanings given:

“Lift assist” means a response by a fire department emergency response unit or the emergency response unit of a private contractor of the City or the unit of another public safety department providing automatic or mutual aid to the City to a state licensed care or nursing facility for the purpose of lifting a fallen patient to a pre-fall position.

“Non-emergent/emergency” means a determination, based upon an assessment by the incident commander of the emergency response unit, that there is not an emergent medical condition or medical necessity justifying the presence of the emergency unit at the facility.

“Licensed care facility” means a Washington State licensed care or nursing facility, such as a skilled nursing facility, or an assisted living facility. A registered adult family home is not included in the definition of a licensed care facility.

**B. Determination of Non-Emergency Lift Assist**

The incident commander of an emergency response unit dispatched to a licensed care facility will determine if an emergent medical condition or emergent medical necessity exists. If the commander determines that no emergent medical condition or emergent medical necessity

exists, but the staff of the facility desires that emergency response personnel complete a lift assist of a fallen patient, the commander shall declare the incident a non-emergency lift assist in the commander's incident report.

C. Assessment of Penalty

The Fire Chief or the Fire Chief's designee shall be authorized to issue a penalty charge to the licensed care facility for each incident determined to be non-emergency lift assist. The penalty charge may be based upon some or all of the cost to the City for response to the incident. The penalty charge may take into account mitigating circumstances. The Fire Chief or designee will as feasible consistently apply penalty amounts to licensed care facilities.

D. Administrative Decision

Notice of the imposition of penalty charge(s) under the provisions of this section shall be sent to the owner or management of the facility where the incident occurred. With respect to business premises, the owner, manager, or chief administrative agent regularly assigned and employed on the premises at the time of the incident shall be presumed to be the appropriate person to receive the notice, unless the Fire Department is previously notified otherwise in writing.

E. Appeal from Administrative Decision

1. Any party subject to a penalty under the provisions of this section shall have a right of appeal to the Fire Chief. A notice of appeal must be submitted in writing no later than ten days after issuance of the notice of the penalty and must be directed to the Fire Chief, at the address listed on the notice of penalty. The penalty is deemed final unless a notice of appeal is properly filed in accordance with this section within ten days after the issuance of notice of penalty.

2. The written notice of appeal should include the penalty reference number and must include the appellant's reasoning why the imposition of penalty charge(s) should be reconsidered.

3. Within 30 days after receipt of a written appeal (or such longer reasonable time as the Fire Chief may determine), an impartial review of the appeal shall be completed and a recommendation shall be presented to the Fire Chief for final decision, which will be reported to the appellant in writing.

4. The Fire Chief's final decision may take into account any errors in the non-emergency lift assist determination, any mitigating facts, and any other factor(s) determined relevant by the Fire Chief. The Fire Chief's final decision may affirm the appealed penalty, reverse the appealed penalty, or may waive some or all of the appealed penalty amount(s).

**Section 2.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 3.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.



**Section 4.** 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 5.** 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.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_





**STATE OF WASHINGTON**  
**DEPARTMENT OF SOCIAL AND HEALTH SERVICES**  
*Aging and Long-Term Support Administration*  
*PO Box 45600, Olympia, Washington 98504-5600*

October 31, 2024

**ALTSA: AFH #2024-040**

**ALTSA: ALF #2024-035**

**ALTSA: ESF #2024-032**

**ALTSA: NH #2024-053**

**ALTSA: ICF/IID #2024-022**

**USE OF EMERGENCY MEDICAL SERVICES  
BY LICENSED AND CERTIFIED LONG-TERM CARE PROVIDERS**

Dear Administrator, Provider, or Superintendent:

**This letter rescinds:**

**ALTSA: AFH #2022-022**

**ALTSA: ALF #2022-019**

**ALTSA: ESF #2022-018**

**ALTSA: ICF/IID #2022-011**

**ALTSA: NH #2022-033**

The purpose of this letter is to remind providers and facilities when it is appropriate for facilities to call emergency medical services (EMS) or "9-1-1."

As you may know, emergency departments have reached record high wait times and EMS crews are becoming increasingly overburdened. The unintended consequences of these statistics can result in negative resident outcomes. We encourage each facility to be proactive in planning each resident/client's care and explore resources that can help support the residents/clients and community. This can include reviewing and implementing:

- Resident/client goals for treatment, advanced directives, and specifics listed on the Physician Orders for Life-Sustaining Treatment (POLST) form;
- Use of mobile x-ray, onsite urgent care, physician consult/visits, etc.;
- EMS usage in policies, procedures, and long standing practices;
- Best practices for before, during, and after a resident/client-focused 911 call; and
- Expectations to best serve residents/clients, staff, EMS, hospitals, and community resources.

Please review relevant state laws and rules pertaining to your responsibilities related to residents/clients, their medical issues, and the use of the local fire department and emergency medical services (EMS) or "9-1-1." Please remember that you are required to have sufficient and trained staff, equipment, and supplies at all times to respond to resident/client needs, including medical emergencies.

The staff must be capable of:

- Evaluating the resident/client's condition ongoing;
- Assisting the resident/client back to the pre-fall position if there are no signs of injuries; and

ALTSA Provider Letter: **USE OF EMERGENCY MEDICAL SERVICES BY LICENSED AND CERTIFIED LONG-TERM PROVIDERS**

October 31, 2024

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- Providing the EMS team with sufficient information on the resident/client's condition and observed acute changes when making the 9-1-1 call and upon arrival of the EMS.

Long-term care facilities are encouraged to:

- Utilize alternatives to an ER visit such as mobile x-ray, onsite urgent care, or MD consult/visit, etc.
- Use the guidance and educate staff and residents/clients for when EMS is called, included in the Dear Provider Letter.
- Be proactive when identifying, meeting, and addressing resident/client medical and mental health needs.

Please note that the EMS team can independently determine if the transfer to the hospital is appropriate or medically necessary depending on their own resident/client evaluation and/or medical information presented to them by facility staff. Facility staff are not required to have EMS sign a document stating they are denying the transfer. Instead, a written statement in the resident record is sufficient.

**EXAMPLES WHEN TO CALL 9-1-1:**

- Has an acute/serious, life-threatening medical condition or complaint. *A medical emergency can be defined as something that will result in loss of life or limb if not treated immediately.*
- Is medically unstable; or
- Has an immediate health risk.
- Examples can include:
  - Head injury with change of mental status;
  - Large burn or cut that will not stop bleeding;
  - Trouble breathing- unable to speak in full sentences; or
  - First time or longer than normal seizure.

**EXAMPLES WHEN NOT TO CALL 9-1-1:**

- The resident/client is medically stable;
- Health status is non-acute or not serious.
- Fall that did not result in obvious injury or mental status change;
- Need of medication or supplies that the facility is required to have/complete on site.

This letter does **not** mean that you should never call 9-1-1. When your evaluation or assessment of the resident shows that the resident may have a medical emergency, you should call 9-1-1. Please refer to the guidance below when calling 9-1-1.

**GUIDANCE\* FOR  
EMERGENCY MEDICAL RESPONSE AND TRANSPORT REQUESTS**

When Calling 9-1-1:	When EMS Arrives:

ALTSA Provider Letter: **USE OF EMERGENCY MEDICAL SERVICES BY LICENSED AND CERTIFIED LONG-TERM PROVIDERS**

October 31, 2024

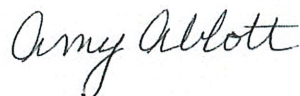
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<p>Be ready to relay the following information:</p> <ul style="list-style-type: none"><li>• Your Name/Name of home</li><li>• Address where help is needed</li><li>• Call-back number</li><li>• Resident information:<ul style="list-style-type: none"><li>✓ Age</li><li>✓ Gender</li><li>✓ Special medical complaint or problem: "Chest pain", "Shortness of breath", "change in level of consciousness", etc.</li><li>✓ Medical history relevant to or potentially impacted by the current medical event</li><li>✓ Any medical treatment provided and status change.</li></ul></li></ul> <p>Remember to call 9-1-1 again if conditions worsen.</p>	<p>Please be prepared to provide as much information as you can including:</p> <ul style="list-style-type: none"><li>• Resident age and gender</li><li>• Details of medical complaint/problem</li><li>• Level of consciousness</li><li>• Vital signs</li><li>• Medical history</li><li>• Medications</li><li>• Care provided: oxygen, ECG (Electrocardiogram), IV (Intro-venous), medications, etc.</li><li>• Plan and transport destination</li><li>• Medical orders/directives</li></ul>
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*\*This guidance includes information from King County Emergency Medical Services.*

Thank you for your continued commitment to resident health and safety. If you have any questions, please contact your local RCS Field Manager. For additional guidance regarding medical emergency response in your facility, you may contact your local fire department or EMS provider.

Sincerely,



Amy Abbott, Director  
Residential Care Services

DSHS: "Partnering with People"

**Related Regulatory References:**

- **AFH:** Applicable sections in [Chapter 388-76 WAC](#) include -10020, -10135, -10195, -10355, -10390, -10400, and -10405.
- **ALF:** Applicable sections in [Chapter 388-78A WAC](#) include -2050, -2090, -2140, -2450, and -2600.
- **ESF:** Applicable sections in [Chapter 388-107](#) include -0240, -0410, -0760, -1580, -1590, and -1600.
- **ICF/IID:** Applicable sections in [W-Tag](#) include W186; 42 CFR 483.430 (d)(1).
- **NH:** Applicable sections in [Chapter 388-97 WAC](#) include -1000, -1080, -1260, and -1660. [F-Tags:](#) F656 (42 CFR 483.21); F689 (42 CFR 483.25); F725, and F726 (42 CR 483.35).

**For Behavioral Health/Mental Health Support:**

RCS Behavioral Health Support Team:

- Inquiries: [RCSBHST@dshs.wa.gov](mailto:RCSBHST@dshs.wa.gov)
- Training Requests: [ALTSABHSTTRAINING@dshs.wa.gov](mailto:ALTSABHSTTRAINING@dshs.wa.gov)





## Expanding Childcare Access for Working Families in Everett and Snohomish County

Little Wings Early Learning Academy (LWELA) in Everett, Washington will serve families needing care during non-standard hours.

# The Problem



Manufacturing employers are faced with worker shortages that limit their ability to meet current demand and future growth. Healthcare and Construction face the same challenges, Shift work is a major contributing factor in recruiting and retaining the workforce.

According to the Washington Department of Children, Youth, and Families (DCYF), 54% of children in Washington have a parent who works during non-standard hours, yet Only 9% of childcare offers care. In Everett specifically, 3,530 machinists reside in the area—the highest concentration in the region—with 89% (3,135) living in areas designated as an extreme childcare desert by DCYF.



# Why It Matters

## Vision

- Every child receives quality early education
- Every parent has the opportunity to thrive in the workforce
- Communities are empowered by equality and opportunity

## Goals

- Create safe, high-quality childcare programs
- Develop education programs for lifelong success for children and the childcare workforce



# Key Objectives

## Close the Gender and Equity Gap

Enable parents, especially mothers, to thrive professionally

Provide affordable, accessible and dependable childcare

## Empower Communities

Support underrepresented groups

Expand access to early childhood education

Offer before/after school programs

## Strengthen Economic Mobility

Create pathways through apprenticeships

Higher Wages and Benefits

Prepare the next generation of professionals



# Early Childhood Development



## Social and Cognitive Growth

High-quality STEAM education programs foster early early learning, language, literacy, and social skills for for school readiness.

## Emotional Well-being

Nurturing environments help children develop resilience, self-expression, and healthy relationships. relationships.

**Quality early childhood education is critical. Our programs ensure every child has access to a nurturing, nurturing, stimulating environment.**

## Nature Care only Options

Short period care options where all learning occurs outside fostering educational opportunities in a nature environment. Accommodates parents who only need care for 3-4 hours.



# Economic and Workforce Benefits for Everett

## Enhanced Workforce Participation

Affordable and accessible childcare removes barriers for parents returning to full-time employment.

## Reduced Career Interruptions

Reliable childcare helps maintain career continuity, continuity, minimizing wage stagnation.

## Flexibility for Shift Workers

Extended hours support families with nontraditional schedules. These include economic drivers like Construction, Manufacturing and Healthcare



**Project Scope: 168 slots serving  
Nearly 500 children**

**6,400sqft**

**Building Renovation**

**5,000sqft**

**Classroom Addition**

**2.75 acres**

**Nature Preschool**

Peppered with forest trails, gathering  
spaces, and secure fencing



# Supporting the Childcare Workforce

## Hands-on Learning

- Practical experience in real-world settings
- Application of theoretical knowledge

## Mentorship

- Guidance from experienced professionals
- Support in skill development

## Debt-Free Alternative

- Cost-effective career advancement
- Avoidance of student loans

## Above market wages and benefits



# Contact Information



MACHINISTS  
INSTITUTE





# About the Machinists Institute

- Nonprofit Educational Institution
  - Serves aerospace, manufacturing, and automotive machinists industries
- Supporting Career Goals
  - Helps current and future workers achieve career objectives
- Meeting Employer Demand
  - Addresses the needs of employers in related industries
- Location and Contact
  - Located at 9125 15th Place S. Seattle, WA 98108
  - Website: [machinistsinstitute.org](https://machinistsinstitute.org)
  - Social Media: @machinists.institute

# Proposed Ordinance Lift Assist Penalty

Applied to Licensed Care Facilities Only

# Licensed Care Facilities

- Trained, licensed medical staff are present at all times
- Required by Chapter 388-78A WAC to perform simple lift assists
- Department of Social and Health Services (DSHS) provides annual reminder letters to all facilities



# Emergency Medical Services

- Community funded to be available for medical emergencies
- Non-emergent requests draw limited resources away
- Once assigned, they are committed
- In 2024, 55 incidents would have been evaluated for penalty





# Facility Education Campaign

- Directed educational effort
- In-person visits with all licensed care facilities within Everett
- Grace period planned through remainder of 2025



# Administrative Penalty

- Not a revenue stream
- Intended to disincentivize, not punish
- Formulaic, based on cost to deliver the service
- Adjusted annually
- Appeal process available

