



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, July 9, 2025
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: July 2, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,440,930.62 For The Period Ending June 21, 2025 Through June 27, 2025.

Documents:

[RES_CLAIMS PAYABLE 06.27.25.PDF](#)

(2) Authorize Call For Bids For Construction Of The 36th Street CSO Storage Improvements, UP 3765 Phase 2, CSO Storage Tank Project.

Documents:

[36TH ST CSO PH 2_CALL FOR BIDS.PDF](#)

(3) Authorize Call For Bids For Construction Of The 36th Street CSO Storage Improvements, UP 3765 Phase 1: Pacific Avenue Pipeline Improvements Project.

Documents:

[PACIFIC AVE PIPELINE PH 1_CALL FOR BIDS.PDF](#)

(4) Authorize Mayor To Execute The Amendment To Lease Agreement With Senator Maria Cantwell At Everett Municipal Building.

Documents:

[SEN CANTWELL - EMB LEASE RENEWAL 2025-2031.PDF](#)

(5) Authorize Mayor To Execute The Amendment To Lease Agreement With Congressman Rick Larsen At Everett Municipal Building.

Documents:

[EMB - REP LARSEN LEASE RENEWAL 2025-2027.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 1 To Water Quality Combined Financial Assistance Agreement No. WQC-2023-EverPW-00118 With The State Of Washington Department Of Ecology.

Documents:

[DOE_REGIONAL STORMWATER FACILITY STUDY GRANT_AMENDMENT NO. 1.PDF](#)

(7) Authorize The Mayor To Sign The 2025 Professional Services Agreement With Roots Forestry Consulting, LLC For Forestry And Watershed Management Services.

Documents:

[ROOTS FORESTRY_SERVICES FOR CHAPLAIN TRACT_PSA.PDF](#)

(8) Authorize The Mayor To Sign The Schnack Shack Concessions Contract Amendment No 2.

Documents:

[PHIL JOHNSON BALLFIELDS SCHNACK SHACK AMENDMENT NO. 2.PDF](#)

ACTION ITEM:

(9) CB 2506-39 – 2nd Reading - Adopt The Amendment To Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010). (3rd & Final Reading 7/16/25)

Documents:

[CB 2506-39.PDF](#)

PROPOSED ACTION ITEM:

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

Documents:

[CB 2506-38.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at 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 and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

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- Watch live meetings and recordings at YouTube.com/EverettCity.

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov 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 21, 2025 through June 27, 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
001	City Council	10,779.53
002	General Funds	(1,115.03)
003	Legal	219.21
004	Administration	339.65
005	Municipal Court	1,323.22
007	Human Resources	1,290.39
009	Misc Financial Funds	289,648.75
010	Finance	1,775.88
015	Information Technology	573.31
021	Planning & Community Dev	1,020.34
024	Public Works-Engineering	9,617.52
026	Animal Shelter	920.11
030	Emergency Management	207.99
031	Police	11,305.08
032	Fire	8,099.95
038	Facilities Maintenance	232.43
TOTAL GENERAL FUND		\$ 336,238.33

Fund	Department	Amount
101	Parks & Recreation	22,937.00
110	Library	16,191.22
112	Municipal Arts	21,445.85
114	Conference Center	2,400.00
120	Public Works - Streets	22,394.60
130	Develop & Const Permit Fee	286.36
138	Hotel/Motel Tax Fund	2,155.00
145	Cum Res/ Real Prop Acq.	29.70
146	Property Management	42,784.39
153	Emergency Med Svc	148,399.34
155	Capital Reserve Fund	26,201.36
156	Criminal Justice	357.04
162	Capital Projects Reserve	23,806.50
197	CHIP Loan Program	18,464.29
198	Comm Dev Block Grants	45,486.13
303	Public Works Impr. Projects	896.40
336	Water & Sewer Sys Improv I	478,998.22
354	Parks Capital Const.	8,411.67
401	Public Works-Utilities	514,311.97
425	Public Works-Transit	1,322,141.27
430	Everpark Garage	3,577.22
440	Golf	38,560.55
501	MVD - Trans Services	120,188.61
503	Self-Insurance	41,095.21
505	Computer Reserve	6,870.22
508	Health Benefits Reserve	8,268.75
637	Police Pension	5,646.89
638	Fire Pension	32,824.14
661	Claims	100,103.97
665	Other Special Agency Funds	29,458.42
TOTAL CLAIMS		3,440,930.62

Councilperson introducing Resolution	
Passed and approved this _____ day of _____, 2025	



City Council Agenda Item Cover Sheet

Project title: Call for Bids for 36th Street CSO Storage and Regulator Modifications, Phase 2

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/09/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 36th Street CSO Storage Improvements, UP3765 Phase 2

Partner/Supplier: NA

Location: 3600 Smith Avenue

Preceding action: Original PSA authorized [2/3/21](#); Amendment 2 authorized 1/27/25 ([1/22/25](#) Council)

Fund: 336 – Water and Sewer System Improvements, Program 022

Fiscal summary statement:

This project is included in the current Public Works Capital Improvements Program for Sewer Infrastructure. The funding source for this project will be Fund 336 Water and Sewer System Improvements, Program 022. The programmed available funding established by City Ordinance No. 4074-25 is \$42,500,000.

The estimated cost for Phase 2 is \$35M

Project summary statement:

Periodic sewer flooding and uncontrolled combined sewer overflows into the Snohomish River occur in the sewer catchment areas served by the City's outfalls SRO7 and SRO8 and are influenced by heavy precipitation events. These events violate the City's National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology.

A combined sewer overflow storage tank (Phase 2 of 2 of this project) is anticipated to help bring the City into compliance with its NPDES permit for the SRO7 and SRO8 basins and Agreed Order No. 11638 that the Department of Ecology issued the City in 2015 to reduce combined sewer overflow events.

Recommendation (exact action requested of Council):

Authorize Call for Bids for Construction of the 36th Street CSO Storage Improvements, UP 3765 Phase 2, CSO storage tank project.



City Council Agenda Item Cover Sheet

Project title: Call for Bids for 36th Street CSO Storage and Regulator Modifications, Phase 1

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/09/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 36th Street CSO Storage Improvements, UP3765 Phase 1:
Pacific Avenue Pipeline Improvements

Partner/Supplier: NA

Location: Pacific Ave, between Pine St and Chestnut St

Preceding action: Original PSA authorized [2/3/21](#); Amendment 2 authorized 1/27/25
([1/22/25](#) Council)

Fund: 336 – Water and Sewer System Improvements, Program 022

Fiscal summary statement:

This project is included in the current Public Works Capital Improvements Program for Sewer Infrastructure. The funding source for this project will be Fund 336 Water and Sewer System Improvements, Program 022. The programmed available funding established by City Ordinance No. 4074-25 is \$42,500,000.

The estimated cost for Phase 1 is \$7.5M

Project summary statement:

Periodic sewer flooding and uncontrolled combined sewer overflows into the Snohomish River occur in the sewer catchment areas served by the City's outfalls SRO7 and SRO8 and are influenced by heavy precipitation events. These events violate the City's National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington State Department of Ecology.

A new combined sewer pipe in Pacific Avenue (Phase 1 of 2 of this project) is anticipated to help bring the City into compliance with its NPDES permit for the SRO7 and SRO8 basins and Agreed Order No. 11638 that the Department of Ecology issued the City in 2015 to reduce combined sewer overflow events.

Recommendation (exact action requested of Council):

Authorize Call for Bids for Construction of the 36th Street CSO Storage Improvements, UP 3765 Phase 1: Pacific Avenue Pipeline Improvements Project.

Project title: Amendment to Lease agreement with Senator Maria Cantwell at Everett Municipal Building

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 7/9/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Lease Amendment

Department(s) involved:
Real Property
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: Amendment to Lease with Senator Maria Cantwell

Partner/Supplier: Senator Maria Cantwell

Location: 2930 Wetmore Ave. (Everett Municipal Building)

Preceding action: July 17, 2019

Fund: 146

Fiscal summary statement:

Senator Maria Cantwell has leased office space in the Everett Municipal Building on the 9th floor since 2003. The proposed amendment for the same office space is for a duration of six years at the monthly rate of \$1,020, which includes 306 square feet at a rate of \$37.06/sf and an annual charge of \$900 for parking. This is an increase from the prior rate of \$27.32/sf.

Project summary statement:

On May 7, 2003, the City Council approved a 44-month lease with Senator Cantwell to lease 306 square feet of office space on the 9th floor of the Everett Municipal Building located at 2930 Wetmore Avenue and two parking spaces. The initial lease term ended December 31, 2006.

Subsequent lease agreements commenced at six-year intervals each on January 3rd of 2007, 2013, and 2019 coinciding with the Lessee's senate terms. The current amendment includes the additional amenity of cable service.

Recommendation (exact action requested of Council):

Authorize Mayor to execute the amendment to Lease Agreement with Senator Maria Cantwell at Everett Municipal Building.



1. **THIS LEASE AGREEMENT** (this "Lease") is made by and between **CITY OF EVERETT ACCOUNTING DIVISION** (the "Landlord") and the **HONORABLE MARIA CANTWELL**, (the "Tenant") in her official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. § 6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant. Landlord and Tenant may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

2. **BASIC LEASE TERMS and DEFINITIONS:**

a. **PREMISES:** 306 usable square feet as shown on the location plan attached as **Exhibit A**, hereinafter referred to as the "Leased Premises."

b. **BUILDING ADDRESS:** 2930 Wetmore Avenue
Everett, WA 98201-4073.

Full Legal Description of Property as described on Exhibit A

c. **TERM:** Seventy-Two (72) full calendar months (plus any partial month from the 01/03/2025 until the first day of the next full calendar month during the Term).

d. **COMMENCEMENT DATE:** January 3, 2025

e. **EXPIRATION DATE:** January 2, 2031

f. **RENT:** Payable in level monthly installments as follows –
MONTHS: 72*

BASE RENT: \$1,020.00

TOTAL ANNUAL RENT THROUGH LEASE TERM: \$12,240.00 (\$40.00 per usable square foot)**

* Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of BASE RENT for such period based on a thirty-day (30) day basis and the amount of the monthly installment specified above.

**Following end of Lease term, any holdover period will be at the BASE RENT rate.

g. **NO SEPARATE CHARGES:** The above indicated BASE RENT represents the full and complete monetary obligation of the Tenant for occupancy and use of the Leased Premises and Building, including, but not limited to all Common Areas and parking facilities. There shall be no separate charge and Tenant is not responsible for any other charge, including, but not limited to

operating expenses; cost of living increase; pro rata expense; escalation; taxes; permits; fees; common area maintenance, janitorial services, parking, or any other adjustment(s) during the term of this Lease. Further Tenant shall not be assessed or charged for any utilities, including, but not limited to all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection and any other utilities and services supplied to the Leased Premises and Building, including, but not limited to all Common Areas and parking facilities, together with any taxes thereon.

h. USE OF PREMISES:

General office use and related activities.

i. PARKING:

Tenant, Tenant's employees, and guests may park in (1) one uncovered parking space at no additional charge in the Wall Street Parking Lot or surface parking lot adjacent to the Building on a non-exclusive and non-reserved basis. The Landlord affirms that 1 unreserved spaces will be provided and paid for at the current fair market value of each space is \$55.00 per month.. The Landlord agrees to notify the Tenant and the United States Senate Sergeant at Arms of any change in parking space assignment(s) and/or fair market value of the space(s).

j. EARLY TERMINATION:

Lease may be terminated upon sixty (60) days written notice by Tenant or the United States Senate Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building, Leased Premises, or the Common Areas providing access to the Building or Leased Premises become untenable, unsafe, or materially interferes with Tenant's full use of the Premises for the intended purpose. Lease may be terminated, by Tenant or the United States Senate Sergeant at Arms, if a force majeure event occurs, which renders the Building, Leased Premises, or the Common Areas providing access to the Leased Premises unfit for Tenant's full use and enjoyment of the Leased Premises for the intended purpose or in the case of any breach, by Landlord, of the Lease terms described in this Lease.

k. FORCE MAJEURE:

Neither Party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

l. HOLDOVER:

Month-to-month at the per month BASE RENT rate during the term of Lease. Terminable by Landlord or Tenant with sixty (60) days written notice.

m. ADDITIONAL DEFINED TERMS:

See Rider 1 for definitions of capitalized terms

n. ADDRESSES FOR NOTICE:

LANDLORD

ATTN: REAL PROPERTY
802 E Mukilteo Blvd, Bldg 100
Everett, WA 98203
PMCKEE@EVERETTWA.GOV

COPY TO:
IF NECESSARY

FOR PAYMENT OF RENT:

ATTN: City of Everett
CITY CLERK
2930 Wetmore Avenue
Everett, WA 98201-4073

TENANT

On or after commencement date:
HONORABLE MARIA CANTWELL
2930 Wetmore Avenue, Suite 9B,
Everett, WA 98201-4073

COPY TO:
StateOfficeLiaison@saa.senate.gov

E-MAIL SUBMISSION OF MONTHLY
RENT INVOICES:
StateOfficeLiaison@saa.senate.gov

o. DELIVERY METHOD

Landlord and Tenant agree to send official communications and notifications with regard to this Lease using next-day airmail with delivery confirmation.

p. CONTENTS:

The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions

Exhibit A – Plan Showing Premises

Exhibit B – Building Rules & Regulations

Exhibit C – Cleaning Schedule

Exhibit D – Self Certification Letter

Exhibit E – Rent Payment Invoice

3. **PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord 306 usable square feet of office space located at **2930 Wetmore Avenue, Suite 9B, Everett, WA 98201-4073**. During the term of this Lease, the Landlord shall correct any latent defects. Leased Premises shall be considered in substantial completion or conformity only if the Leased Premises may be used for its intended purpose and the completion of any remaining work will not materially interfere with Tenant's full use and enjoyment of the Leased Premises. Landlord warrants that, on the commencement date, the Leased Premises; the Building; all Common Areas, including, but not limited to the lobby, elevators, and parking areas; as well as the Property will comply with all applicable laws, including those relating to disability access and hazardous materials, that Building Systems serving the Leased Premises are in good working order, and that the Building and Property is properly zoned for the intended use of the Premises. A certificate of occupancy for the Premises must be issued and delivered to the Tenant.
4. **TERM OF LEASE:** Tenant shall have and hold the Leased Premises for the period beginning with the commencement date, January 3, 2025, and ending on January 2, 2031. This Lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to her Senate seat after the expiration of her term of office which she was serving upon the execution of this Lease, the Tenant may holdover in the Leased Premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either Party by providing sixty (60) days advance written notice to the other Party. During a holdover event, the terms of the Lease shall apply, with the acknowledgment of the termination rights noted in this Section.
5. **RENT:** For the entire term of the Lease, the monthly BASE RENT of **\$1,020.00** shall be paid in arrears, in monthly installments of **\$1,020.00**, based on **306** usable square feet for an annual rent of **\$12,240.00**. The monthly BASE RENT represents the full payment of a fully serviced lease and shall include, but is not limited to payment of all applicable Federal, State and local taxes and duties, all occupancy and user permits and fees, any common area maintenance costs, all utilities, and all costs for parking as provided in Section 2(i). There will be no separate charges assessed to Tenant outside of the BASE RENT, with the exception of Space Improvements costs that are amortized and paid over the term of the Lease. **Rent shall be due on or about the last day of each month** and Landlord shall submit an original invoice in a form approved by the United States Senate Sergeant at Arms **Exhibit E**. Invoices shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city and state of the Leased Premises. Upon direction from the Tenant and the United States Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this Lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis, regardless of the number of days in the month. Any month-to-month holdover tenancy, if applicable, shall be at the same BASE RENT as in effect at the expirations of this Agreement and will be paid in arrears. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any provision in this Lease or any amendment, modification, or addition hereto, 2 U.S.C. § 6317 limits the maximum annual rate that may be paid to the Landlord for rental of the Leased Premises. As such, the maximum annual rate, including any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall not exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located, multiplied by the number of square feet contained in that office used by the Senator and her employees to perform their duties.

6. **REQUIRED FORMS:** Landlord agrees to provide the United States Senate Sergeant at Arms State Office Liaison a self-certification **Exhibit D** letter outlining Landlord's suitability to do business with the federal government and a current Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification", as revised December 2014. The forms shall be sent electronically via e-mail to stateofficeliason@saa.senate.gov with the subject line containing Landlord's name as identified in Section 1 and "Certification Letter and Form W-9".
7. **TENANT RELOCATION:** Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by written agreement of the Tenant to the proposed move requested by the Landlord. The Landlord will provide written notice of the proposal to the Tenant and the United States Senate Sergeant at Arms at least ninety (90) days prior to the proposed move. This notice will be accompanied by a floor plan of the proposed premises. Landlord understands that Tenant, in order to comply with the Standing Rules of the United States Senate, may not be able to accept proposed premises of greater size. Tenant retains right to refuse proposed premises with no impact to the terms of this Lease. In the event the Tenant chooses to accept Landlord's offer to relocate to the proposed premises, Landlord shall not increase the monthly rent if the offered premises is larger or greater in value in terms of usable square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media, and the acquisition of new stationery. The United States Senate Sergeant at Arms maintains contractual agreements with vendors providing telephone and computer wiring, moving services and security enhancements and Landlord agrees to reimburse United States Senate for costs invoiced by these vendors. The United States Senate Sergeant at Arms cannot supplement federal appropriations, consequently all costs billed to Landlord will be the vendors' original invoiced amount without increase, profit, or mark-up.
8. **QUIET ENJOYMENT:** Landlord covenants that Tenant, upon performing all of its covenants, agreements, and conditions of this Lease, shall have quiet and peaceful possession of the Leased Premise.
9. **SECURITY DEPOSIT:** No security deposit shall be required of the Tenant for this Lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, parking passes and/or other electronic security system passes required for entry into the Leased Premises and/or Building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, parking passes, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.
10. **UTILITIES AND SERVICES:** Landlord shall provide the following utilities and services for the use and occupancy of the Leased Premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the Leased Premises); Water; Extermination, Janitorial Services (to include all cleaning and lavatory/washroom supplies, vacuuming, dusting, trash removal including recycling and the provisioning of all required recycling containers, and according to the specifications in **Exhibit C**; Elevator(s); The following services shall be provided on an annual basis: Extermination and Pest Control; Deep Professional Carpet Cleaning; and Window Washing; Availability of Telephone and Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
11. **CABLE TELEVISION:** The Landlord shall provide and continue to pay for the installation of cable television and provide monthly cable service in 1 location within the Leased Premises, including CNN, C-SPAN I, C-SPAN II, and all local channels, but excluding internet service, which will be provided by and paid for (monthly/annually) by the United States Senate Sergeant at Arms.
12. **MAINTENANCE AND REPAIRS:** The Landlord shall maintain the Property, including the Building; Building systems, Common Areas; and all equipment; fixtures; and appurtenances, furnished by the Landlord under this Lease, are in good working order and Tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access, and other things to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the Leased Premises as provided in this Lease. Landlord shall keep the Property and Leased Premises in compliance with all applicable state and local Building, safety and fire codes. For the purpose of so

maintaining the Leased Premises, the Landlord may at reasonable times enter the Leased Premises with the approval of the authorized Senate representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Leased Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The authorized Senate representative shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.

13. **BUSINESS HOURS:** Normal business hours for Tenant shall be Monday through Friday, 7:00 o'clock AM to 8:00 o'clock PM and Saturdays, Sundays and Federal Holidays, 7:00 o'clock AM to 1:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant.
14. **24 x 7 ACCESS TO PREMISES:** Tenant requires access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hour's usage of Leased Premises.
15. **LANDLORD'S RIGHT TO ENTER LEASED PREMISES:** Landlord and its agents, servants, and employees may enter the Leased Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety, and good order of part or all of the Leased Premises or Building; provide trash removal and janitorial services required by this Lease; comply with applicable laws under Section 18; to show the leased Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to show prospective Tenants, accompanied by a Tenant representative, if so requested by the Tenant; and remove any alterations made by the Tenant in violation of Section 21. Notwithstanding the above, entry is conditioned upon Landlord providing the Tenant at least 24 hours advance notice, except in emergency; promptly finishing any work for which Landlord entered the Leased Premises; doing so in a manner that ensures the privacy and protection of sensitive information that is the property of the Tenant, including constituent records; and causing the least practicable interference to the Tenant's operations.
16. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building, or Leased Premises, or the Common Areas providing access to the Leased Premises become untenable, unsafe, or materially interferes with Tenant's full use and enjoyment of the Leased Premises for the intended purpose. Further, the Lease may be terminated, by Tenant or the U.S. Sergeant at Arms, pursuant to the terms regarding a force majeure event as discussed below or in the event of a breach of the terms of the Lease.
17. **INSURANCE AND INDEMNIFICATION:** The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury or loss arising under this Lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant, the United States Sergeant at Arms, and their agents, employees or invitees, shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third-party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and all of its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord, its agents, employees or invitees; and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "Discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or

any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

18. **COMPLIANCE:** During the term, Landlord shall comply with all applicable Federal, State and local laws and regulations regarding the Building, Common Areas, Leased Premises, and the Property, including without limitation laws and regulations applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, as well as all applicable environmental laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto (the "ADA"). Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title III of the ADA and the Tenant's obligations as a public entity pursuant to Title II of the ADA for the Leased Premises and all common areas that service the Leased Premises. Landlord shall obtain all necessary permits, licenses and similar items at its own expense. Landlord certifies that the Property, including the Leased Premises, are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the Lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Senate Sergeant at Arms upon request. Landlord shall certify that the Building or Premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant shall comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Leased Premises or pose a risk to personal safety.
19. **SIGNS:** The Landlord shall provide and pay for standard and suitable Building and suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all Building directories throughout the Building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable federal, state, and local laws and regulations and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. § 930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
20. **SECURITY:** The Landlord shall provide and pay for security in accordance with Building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for Tenant to continue to provide and/or install security enhancements, and the temporary deployment of armed security guards to the Leased Premises at Tenant's sole cost and expense, but subject to Landlord's reasonable approval. Tenant shall not be required to return the Leased Premises to their original condition upon the termination or expiration of this Lease.
21. **CAPITAL IMPROVEMENTS:** Capital improvements to the Leased Premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification, or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense. All improvements shall be made in good workmanlike manner, and in accordance with all state and local Building codes and in accordance with the American with Disabilities Act of 1990. All work performed at the request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. These Space Improvements shall comply with the terms noted in Section 3 of this Lease. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms.
22. **TENANT COOPERATION WITH "GREEN INITIATIVES":** Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives" such as LEED certification, which cooperation shall include providing electric consumption data or other relevant and non-sensitive data, as determined by the Tenant and Sergeant at Arms Liaison Office, in proper format for reporting to the U.S. Green

Building Council or similar or successor authority selected by Landlord. Tenant's cooperation is conditioned upon said certification(s) not resulting in changes to the Lease or the Cleaning Schedule at **Exhibit C**.

23. **ASSIGNMENT:** In order to prevent confusion and delay in making payment, the Landlord shall not assign any claim(s) for amounts due or to become due under this Lease. However, the Landlord is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, and the Anti-Assignment Act, as amended, 41 U.S.C. 6305 (hereinafter collectively referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government entity under this Lease. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the Tenant and the U.S. Sergeant at Arms, pursuant to the notification terms enumerated in Section 2 of this Lease. Unless otherwise stated in this Lease, payments to an assignee of any amounts due or to become due under this Lease assigned may, to the extent specified in the Act, be subject to reduction or set-off. Tenant agrees not to assign or sublet the Leased Premises during the course of the Lease.
24. **SALE OR TRANSFER OF PROPERTY OR LEASED PREMISES:** Landlord shall provide sixty (60) days' prior written notice to Tenant and the United States Senate Sergeant at Arms in the event of any sale to a third party of any part of the Property, Building, or Leased Premises, or Landlord transfers or otherwise disposes of any interest in the Property, Building, or Leased Premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and United States Senate Sergeant at Arms at the addresses in Section 2 of the Lease. Any sale or transfer of Property, Building, or Leased Premises shall comply with the Act.
25. **BANKRUPTCY AND FORECLOSURE:** In the event that Landlord is placed in bankruptcy proceedings, whether voluntary or involuntary; receives notice that the Property, Building, or Leased Premises is to be foreclosed upon; or any other similar occurrence, the Landlord agrees to notify Tenant and the United States Senate Sergeant at Arms within thirty (30) days in writing at the addresses provided in Section 2 of this Lease.
26. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:** Landlord warrants that it holds such title to or other interest in the Leased Premises and other Property as is necessary to the Tenant's access to the Leased Premises and full use and enjoyment thereof in accordance with the provisions of this Lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the Parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Tenant agrees, however, within thirty (30) business days next following the Tenant and the United States Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Leased Premises, and to any water, sewer or access easement necessary or desirable to serve the Leased Premises or adjoining Property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this Lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this Lease so long as the Tenant is not in default under this Lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the United States Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this Lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in

lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United States Government entity.

27. **ESTOPPEL CERTIFICATE(S):** Tenant will cooperate on Landlord's request for an estoppel certificate relating to the Leased Premises, which will not be unreasonably withheld. Landlord should request an estoppel certificate thirty (30) days prior to the date needed and send a properly completed request form to the Tenant with a copy to the United States Senate Sergeant at Arms at the addresses provided for notice in Section 2 of the Lease. The Landlord shall provide a copy of the signed estoppel certificate to the Sergeant at Arms' State Office Liaison promptly upon receipt of the certificate from the Tenant.
28. **TENANT'S PERFORMANCE:** The Tenant enters into this Lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the Lease. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this Lease are made solely on behalf of the Senator, as tenant of the Lease, in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for default of payment or otherwise, and such Senator, in her official capacity, assumes all liability for performance of this Lease. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this Lease. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notification from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Tenant's default or otherwise.
29. **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this Lease. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this Lease, including contracts entered into during the period of this Lease, which include duties to be fulfilled after the termination of this Lease. Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Landlord and Tenant certify that the Parties are not relatives nor have had, or continue to have, a professional or legal relationship, except as a Landlord and Tenant. Further, Landlord certifies and warrants that Landlord is not currently suspended, debarred, or otherwise ineligible from contracting with the Government.
30. **INCORPORATION:** This Lease constitutes the entire agreement between the Parties and each Party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
31. **MODIFICATIONS:** Any changes, additions, modifications, or amendments to the Lease agreement which are inconsistent with the sections set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the Parties and approved by the United States Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the United States Senate Sergeant at Arms at the notice address in Section 2 of this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C. § 6317 (Home State office space for Senators; Lease of office space); 28 U.S.C. §§ 2671-2680 (Federal Tort Claims Act); 31 U.S. Code § 3727 (Assignment of Claims Act); 41 U.S. Code § 6305 (Anti-Assignment Act); and 31 U.S.C. §§ 1341, 1517(a) (Anti-deficiency Act), shall be null and void.
32. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition, section, or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the Party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

33. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this Lease including delivery of the leased Premises.
34. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the Parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.
35. **FORCE MAJEURE:** Neither Party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure event. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents. If the Building in which the Leased Premises are located is totally destroyed or damaged by fire, flood, natural disaster, or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located or the Common Areas providing access to the Leased Premises are only partially destroyed or damaged, so as to render the Leased Premises untenable, unsafe, or not suitable for Tenant's full use and enjoyment of the Leased Premises for the intended purpose, the Landlord shall have the option to elect to repair and restore the Leased Premises and Property or terminate the Lease. The Landlord shall be permitted a reasonable amount of time, not to exceed sixty (60) days from the event of destruction or damage, to repair or restore the Leased Premises and Property, provided that the Landlord submits to the Tenant and the United States Senate Sergeant at Arms a reasonable schedule for repair of the Leased Premises and Property within thirty (30) days of the event of destruction or damage. If the Landlord fails to timely submit a reasonable schedule for completing the work, the Tenant or the United States Senate Sergeant at Arms may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Landlord elects to repair or restore the Leased Premises and Property, but fails to repair or restore the Leased Premises and Property within sixty (60) days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Tenant or the United States Sergeant at Arms may terminate the Lease effective as of the date of the destruction or damage. During the time that the Leased Premises are unoccupied by Tenant, rent shall be abated.
36. **COMMON AREA:** Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas of the Building as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building. Tenant shall not be responsible for any costs associated with the use, maintenance, or improvements of the Common Areas.
37. **CHANGED CIRCUMSTANCES:** In the event that the Landlord makes or encounters adjustments during the term of this Lease, such as, but not limited to, building hours, access policies, security enhancements, building upgrades, or infrastructure improvements, that result in or require an increased cost or "pass through" will not be charged to the Tenant.
38. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

39. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.
40. **PUBLICATION:** Landlord warrants and agrees to provide Tenant and the United States Senate Sergeant at Arms with prior notice of any communication to third parties regarding Tenant's use of the Leased Premises. Landlord will provide Tenant and the United States Senate Sergeant at Arms with at least 72 hours advance notice prior to the transmittal of the communication, including the content of the communication. If Tenant or the United State Senate Sergeant at Arms notifies Landlord of any inaccuracies in content of communication regarding Tenant's use of the Leased Premises, Landlord shall immediately remedy the inaccuracies prior to publication of the communication.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

CASSIE FRANKLIN
Mayor

Honorable MARIA CANTWELL
United States Senator

Date

Date

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease.

LANDLORD:

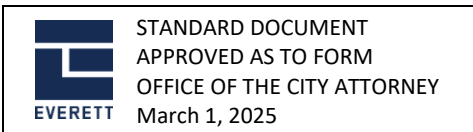
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 2025 by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

TENANT:

SENATOR MARIA CANTWELL

Signature: _____

Name of Signer: Maria Cantwell

Title of Signer: United States Senator

STATE OF WASHINGTON

COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 2025 by
_____ as the _____ of _____, a
_____.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

Rider 1 **ADDITIONAL DEFINITIONS**

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a Party means such Party's employees, agents, representatives, contractors, licensees or invitees.

"Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be, including, without limitation, the Tenant Work.

"BASE RENT" means the amount payable by Tenant to Landlord under this Lease, not including any additional amortized costs.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit B as they may be amended by Landlord from time to time with notice of the amendments provided to the Tenant and the United States Senate Sergeant at Arms.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all Tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Government" means all aspects of the federal government of the United States of America.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Latent Defect" means a defect in the Premises found after the Tenant takes possession, discovered through the normal use of the Premises and not typically found through normal inspection/investigation techniques. The defect can be in either the materials and/or workmanship used in the Premises.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject Property in good condition and repair and, at Landlord's election, in compliance with any current or future accreditation of the Building for any so-called "green initiatives".

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master Lease if Landlord's interest is or becomes a Leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a Leasehold estate.

"Usable square feet" means the amount of space the tenant occupies measured from the office side of the common corridor walls, the inside of exterior building walls, and the middle of partition walls separating the tenant's space from space occupied by other tenants. The measurement of usable square feet does not include building service areas, such as building lobby and corridors; fire control center and equipment; restrooms and janitors' closets; mechanical, electrical and communications rooms and closets; truck loading, receiving and trash; or building management and maintenance.

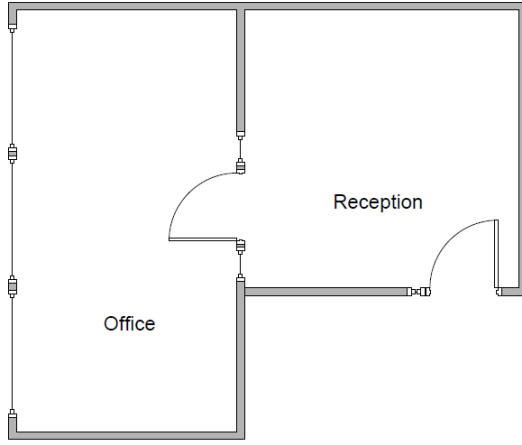
"Normal Business Hours" means 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 1:00 p.m. Saturday; legal holidays excepted.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

"Substantial Completion or Conformity" means the Premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant's enjoyment of the Premises. On the Commencement Date, the Property, Building and Premises must be in compliance with all applicable laws, regulations and local ordinances; be properly zoned according to the intended use, and Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by local authorities.

EXHIBIT A
PLAN SHOWING PREMISES

PROPERTY OF THE UNITED STATES GOVERNMENT - FOR OFFICIAL USE ONLY Do not remove this notice - Properly destroy documents when no longer needed																																																	
	Senator Cantwell <i>Wall Street Building</i> 2930 Wetmore Avenue Suite 9B Everett, WA 98201  UNITED STATES SENATE SERGEANT AT ARMS STATE OFFICE SECURITY <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="4" style="text-align: left; font-size: small;">REVISION:</th></tr></thead><tbody><tr><td style="width: 5%;">--</td><td style="width: 15%;"></td><td style="width: 15%;"></td><td style="width: 65%;"></td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td>F</td><td>03/09/20</td><td>UJB</td><td>AS-BUILT per install added access keypad (zone 40)</td></tr><tr><td>E</td><td>09/12/18</td><td>UJB</td><td>AS-BUILT update to SAA template</td></tr><tr><td>D</td><td>12/09/13</td><td>UJB</td><td>AS-BUILT per T&I</td></tr><tr><td>C</td><td>11/15/07</td><td>EJB</td><td>Add CCTV</td></tr><tr><td>B</td><td>10/17/07</td><td>EJB</td><td>Remove CCTV, Single Layer</td></tr><tr><td>A</td><td>08/09/07</td><td>EJB</td><td>Modified design</td></tr><tr><td>REV</td><td>DATE</td><td>BY</td><td>ACTIVITY DESCRIPTION</td></tr></tbody></table> Drawn by <u>John J. Brennan</u> Checked by _____ Approved by _____ Date <u>03/06/07</u> TITLE: Senator Cantwell Everett Office SCALE: 3/16" = 1' DISCIPLINE: DRAWING NO.: SHEET 1 of 1 FILENAME: 030920F AS-BUILT Cantwell Everett.vsd	REVISION:				--																F	03/09/20	UJB	AS-BUILT per install added access keypad (zone 40)	E	09/12/18	UJB	AS-BUILT update to SAA template	D	12/09/13	UJB	AS-BUILT per T&I	C	11/15/07	EJB	Add CCTV	B	10/17/07	EJB	Remove CCTV, Single Layer	A	08/09/07	EJB	Modified design	REV	DATE	BY	ACTIVITY DESCRIPTION
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REV	DATE	BY	ACTIVITY DESCRIPTION																																														

Legal Description of Property

All of Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and Lot 28 EXCEPT Beginning at a point 2 inches South of the Northeast corner of said Lot 28, thence North to said Northeast corner; thence West along the North line of said Lot 28 to the Northwest corner thereof; thence South along the West line of said lot, 6 inches; thence Easterly in a straight line to the Point of Beginning; all in Block 683, Replat of Block 683, Plat of Everett, according to the plat thereof recorded in Volume 4 of Plats, page 49, records of the Auditor, of the County of Snohomish, State of Washington;

together with rights of ingress and egress over common areas.

Commonly known as: 2930 Wetmore Ave., Everett, WA 98201

EXHIBIT B

BUILDING RULES & REGULATIONS

Building Rules & Regulations have not been provided to Senator Maria Cantwell or United States Senate Sergeant at Arms.

EXHIBIT C

CLEANING SCHEDULE

DAILY

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Service/clean all restrooms, including the replenishment of paper products.
3. Dust all uncluttered horizontal surfaces on the following: Desks, Credenzas, Bookcases, Chairs, File and Storage cabinets, Tables, Pictures and Frames (as needed), Counters, Ledges, Shelves, and Telephones.
4. Vacuum all carpeted traffic areas and remove minor carpet stains.
5. Sweep all resilient tile floor coverings with chemically treated dry mop.
6. Damp mop all resilient tile floor surfaces as required to remove spillage.
7. Clean, disinfect and polish all drinking fountains.
8. Remove all fingerprints, severe or light scuff marks, water marks or stains on floors, doors, walls, and ceilings.

WEEKLY

1. Dust high partition ledges and moldings.
2. Detail vacuum all carpeted areas.
3. Spot clean doors and outlet switch plates.
4. Stiff brush or vacuum furniture (to remove lint and dirt).
5. Dust windowsills.

MONTHLY

1. Dust ceiling vents and grates as required.
2. Spray buff tile floors.
3. Dust window blinds.

SEMI-ANNUALLY

1. Clean interior window glass.
2. Clean light fixtures.

ANNUALLY

1. Strip and refinish tile floors.
2. Clean exterior window glass.
3. Provide extermination and pest control treatment.
4. Conduct deep professional carpet cleaning.

EXHIBIT D

SELF-CERTIFICATION LETTER

Debarment and Suspension Certifications

a. The Landlord certifies to the best of its knowledge and belief that:

i.the Landlord and/or any of its principals are ___ are not ___ [INDICATE ONE] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or instrumentality of the Senate;

ii.the Landlord and/or any of its principals have ___ have not ___ [INDICATE ONE], within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii.the Landlord and/or any of its principals are ___ are not ___ [INDICATE ONE], currently indicted for or otherwise criminally or civilly charged by any federal, state or municipal agency with commission of any of the offenses enumerated in paragraph (a)(ii) of this provision.

iv.the Landlord and/or any of its principals has ___ has not ___ [INDICATE ONE] within a three (3) year period preceding this offer had one or more contracts terminated by default by any federal, state or municipal agency.

(b)For purposes of this provision, principals is defined as officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.

(c)The Landlord shall provide immediate written notification to the Sergeant at Arms State Office Operations if, at any time prior to the lease execution, the Landlord learns that its certification was erroneous by reason of changed circumstances.

(d)A certification that any of the items in paragraph (a) above exists will not necessarily result in withholding of award. The certification will be used in connection with a determination of the Landlord's responsibility.

PAUL MCKEE, REAL PROPERTY MANAGER

Date

Signature

EXHIBIT E

RENT PAYMENT INVOICE

XYZ COMPANY

Your Company Slogan

123 Any Boulevard, Suite # 0
Any Ville, ST 09876
555-532-6000

DATE: May 18, 2017
INVOICE # 100
FOR: Leased Office Space

Bill To:

U.S. SENATE SERGEANT AT ARMS
Attn: Accounts Payable
Postal Square Building, 6th Floor
Washington, DC 20510

RENT PAYMENT INVOICE

DESCRIPTION	AMOUNT
MONTHLY RENT <i>Senator Congress</i> <i>123 Any Street</i> <i>Suite # 2B</i> <i>Any Town, ST 12345</i>	\$ XX.xx
TOTAL	\$ XX.xx

Make all checks payable to **XYZ COMPANY**
123 Any Lane, Suite # Not 2B
Any Where, ST 67890

TAX ID#: 00-00000000

If you have any questions concerning this invoice, contact **Ms. Susie Paysalot**
555.532.6521
susie@xyzcompany.com

THANK YOU FOR YOUR BUSINESS!

Project title: Amendment to Lease agreement with Congressman Rick Larsen at Everett Municipal Building

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 7/9/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Lease Amendment

Department(s) involved:
Real Property
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: Amendment to Lease with Congressman Rick Larsen

Partner/Supplier: Congressman Rick Larsen

Location: 2930 Wetmore Ave. (Everett Municipal Building)

Preceding action: August 2, 2023

Fund: 146

Fiscal summary statement:

Congressman Rick Larsen has leased office space in the Everett Municipal Building on the 9th floor since 2000. The proposed lease for the same office space is for a duration of two years at the monthly rate of \$5,047, which includes 1,980 square feet at a rate of \$29.80/sf and an annual charge of \$1,560 for parking. This is an increase from the prior rate of \$28.39/sf

Project summary statement:

On December 27, 2000 the City Council approved a two-year lease with Congressman Rick Larsen to lease 1,980 square feet of office space on the 9th floor of the Everett Municipal Building located at 2930 Wetmore Avenue and two parking spaces. The initial lease term ended January 2, 2003.

Subsequent lease agreements commenced at two-year intervals each January 3rd of 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021 and 2023 coinciding with the Lessee's congressional terms.

Recommendation (exact action requested of Council):

Authorize Mayor to execute the amendment to Lease Agreement with Congressman Rick Larsen at Everett Municipal Building.

District Office Lease Amendment - Instructions

THE OFFICE OF THE ADMINISTRATIVE COUNSEL MUST APPROVE THE DISTRICT OFFICE LEASE AMENDMENT AND ATTACHMENT PRIOR TO SIGNATURE.

The term for a District Office Lease Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- A District Office Lease Attachment (“Attachment”) for the 119th Congress must accompany this Amendment.
- Prior to either party signing a District Office Lease Amendment, the Member/Member-elect must submit the proposed Amendment, accompanied by the District Office Lease Attachment for the 119th Congress (“Attachment”), to the Office of the Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation package.
- After both parties have executed an approved Lease Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).

Instructions for completing the District Office Lease Amendment (“Amendment”):

- Section 1 – Insert the time period covering the previous lease that is being amended and the office’s street address, including the city, state and ZIP.
- Section 2 – Insert the new termination date (if the lease is being extended). The Amendment must terminate on or before January 2, 2027. If the purpose of the Amendment is not to change the terminate date, insert “N/A” in the space provided.
- Section 3 – Insert the amount of monthly rent for the extended term. In the blank space, insert any changes or additions to the terms of the lease. If there are no other changes to your existing lease, write “NONE” in the space provided.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 119th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from _____ to _____ for the lease of office space located at _____ in the city, state and ZIP of _____.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including _____. (This District Office Lease Amendment (“Amendment”) may not provide for an extension of beyond January 2, 2027, which is the end of the constitutional term of the 119th Congress.
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be _____. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for the 119th Congress.** This District Office Lease Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress and the District Office Lease Attachment for the 119th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 2 of 2 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

_____	_____
<i>Print Name of Lessor/Landlord</i>	<i>Print Name of Lessee</i>
By: _____	_____
<i>Lessor Signature</i>	<i>Lessee Signature</i>
Name: _____	
Title: _____	
_____	_____
<i>Date</i>	<i>Date</i>

***This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.***

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease.

LANDLORD:

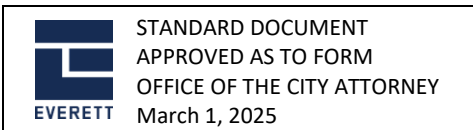
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



STATE OF WASHINGTON

COUNTY OF SNOHOMISH

} ss.

This record was acknowledged before me on _____, 2025 by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

TENANT:

CONGRESSMAN RICK LARSEN

Signature: _____

Name of Signer: Rick Larsen

Title of Signer: U.S. Representative

STATE OF WASHINGTON

COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 2025 by
_____ as the _____ of _____, a
_____.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

EXHIBIT A

Legal Description of Property

All of Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and Lot 28 EXCEPT Beginning at a point 2 inches South of the Northeast corner of said Lot 28, thence North to said Northeast corner; thence West along the North line of said Lot 28 to the Northwest corner thereof; thence South along the West line of said lot, 6 inches; thence Easterly in a straight line to the Point of Beginning; all in Block 683, Replat of Block 683, Plat of Everett, according to the plat thereof recorded in Volume 4 of Plats, page 49, records of the Auditor, of the County of Snohomish, State of Washington;

together with rights of ingress and egress over common areas.

Commonly known as: 2930 Wetmore Ave., Everett, WA 98201

District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 5 – 119th Congress)

SECTION A **(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- ☐ * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- ☐ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- ☐ Lockable Space for Networking Equipment.
- ☐ Telephone Service Available.
- ☐ Parking. ☐ _____ Assigned Parking Spaces
 ☐ _____ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☐ Utilities. Includes: _____
- ☐ Janitorial Services. Frequency: _____
- ☐ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☐ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____

Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 119th Congress)

SECTION B **(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Title: _____

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone _____ E-mail _____ @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

Clear Form

Print Form only, no instructions

Save Form

Print Form & Instructions

U.S. House of Representatives

Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: vendorEFT@mail.house.gov
FAX NUMBER: (202) 225-6914

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515

AGENCY IDENTIFIER 53-6002523 AGENCY LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN

ADDRESS/CITY/STATE/ZIP Enter the correct Tax Identification Number type

SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN)

- -

CONTACT PERSON NAME PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL PO EMAIL

TELEPHONE NUMBER FAX NUMBER TELEPHONE NUMBER FAX NUMBER

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

Individual/Sole Proprietor or Single Member LLC

C Corporation

S Corporation

Partnership

Trust/Estate

Limited Liability Company. Check the tax classification: C corporation S corporation Partnership
 Note. For *single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: Federal State Local

Other _____



Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION ^(U.S.)

BANK NAME TELEPHONE NUMBER

NINE-DIGIT ROUTING TRANSIT NUMBER _____

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER LOCKBOX NUMBER

TYPE OF ACCOUNT CHECKING SAVINGS LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business Large Business-No Socio-Economic Designations Minority SmBusiness Sm-Disadv/Minority Sm-Disadv Only SmMin Only

Sm-Disadvantaged Business Prog 8 (a) Firm HUBZone Program HUBZone Eligible Emerging Small Business Women-Owned Business

Other Preference Programs Buy Indian Directed to JWOD Non-Profit No Preference/Not Listed Small Business Set-Aside Very Small Business Set-Aside

Veteran Owned Status Non-Vet Owned SmBus Other Vet Owned SmBus Serv-Disabled Vet Other Bus Serv-Disabled Vet Owned SB Vet-Owned Other Bus

Size of Business: (A) 50 or less (B) 51-100 (C) 101-250 (D) 251-500 (E) 501-750 (F) 751-1,000 (G) Over 1,000 (M) 1 million or less
 (N) 1.1-2 million (P) 2.1-3.5 million (R) 3.1-5 million (S) 5.1-10 million (T) 10.1-17 million (Z) Over 17 million

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME TITLE/POSITION

SIGNATURE DATE TELE

Instructions for Completing U.S. House of Representatives

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

ACH Account Information Located on a Check or Deposit Ticket

<u>ACCOUNT NUMBER</u>	account number at the financial institution
-----------------------	---

THOMAS B. ANDERSON
123 PLEASANT STREET
ANYWHERE, FL 12345

101
64-1000

PAY TO
THE ORDER OF _____ \$ _____

DOLLARS

SUNTRUST
SunTrust Bank

ACH RT 061000104

SAMPLE VOID

FOR _____

⑆0000000000⑆ 12345678901⑈ 0101

1 2 3 4

1. Routing Transit Number (RTN)
 - nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

Project title: Authorize the Mayor to sign Amendment No. 1 to the grant agreement with Department of Ecology for the Regional Stormwater Facility Study

Council Bill #

Project: Regional Stormwater Facility Study

Partner/Supplier: Washington State Department of Ecology

Location: City wide

Preceding action: Authorization to sign grant agreement [6-21-23](#)

Fund: 336 – Utilities Fund, Program 042

Agenda dates requested:

Briefing

Proposed action

Consent 07/09/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Amendment to Grant #

WQC-2023-EverPW-00118

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: \$100,370

Project summary statement:

The proposed amendment will extend the grant expiration date to June 30, 2026, to allow for completion of the study.

The grant funds a study of potential locations city-wide where regional stormwater facilities could be most effectively constructed. Regional stormwater facilities provide numerous benefits vs. the current practice constructing facilities on a project-by-project basis. These benefits include reduced maintenance requirements and inspection, the ability to address existing stormwater problems and in some cases encouraging redevelopment and growth. The study will build on previous work in the Stormwater Management Action Plan (SMAP) and is the first step to developing the Regional Stormwater Facility Plan called for in EMC 14.28.070.

Recommendation (exact action requested of Council): Authorize the Mayor to sign Amendment No. 1 to Water Quality Combined Financial Assistance Agreement No. WQC-2023-EverPW-00118 with the State of Washington Department of Ecology.

Initialed by:

RLS

Department head

Administration

Council President



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2023-EverPW-00118
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 Regional Stormwater Facility Planning (PROJECT).

The RECIPIENT experienced PROJECT delays due to the need for additional outfall mapping work. This amendment will extend the expiration date of the AGREEMENT from June 30, 2025 to June 30, 2026, to provide the RECIPIENT with additional time to complete grant deliverables for this PROJECT. The Scope of Work and budget remain unchanged.

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 EG230372

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2022

Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP - SFY23

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	\$ 43,231.00
Project Planning and Preparation	\$ 51,284.00
Regional Facility Selection	\$ 207,389.00
Develop Conceptual Design	\$ 98,576.00
Project Close Out	\$ 1,000.00

Total: \$ 401,480.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25 %	\$ 100,370.00	\$ 301,110.00	\$ 401,480.00
Total		\$ 100,370.00	\$ 301,110.00	\$ 401,480.00

ATTEST: OFFICE OF THE CITY CLERK

Marista Jorve, Deputy

Date

Template Approved to Form by
Attorney General's Office

Project title: 2025 Professional Services Agreement with Roots Forestry Consulting, LLC for Forestry and Watershed Management services.

Council Bill #

Project: Forestry and Watershed Management for Lake Chaplain Tract

Partner/Supplier: Roots Forestry Consulting, LLC

Agenda dates requested:

Location: Lake Chaplain Tract

Preceding action: N/A

Briefing

Fund: 401 – Water & Sewer Utility Fund

Proposed action

Consent 07/09/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with Roots Forestry Consulting, LLC with a total compensation amount not to exceed \$1,379,491.88. Source of funds for this PSA will be 401 – Water & Sewer Utility Fund.

Project summary statement:

Contract forestry services are needed in the Lake Chaplain Tract to assist in management of the timber resource in accordance with United States Fish and Wildlife Services and Washington State Department of Natural Resource requirements. This includes performing standard forest management practices to maximize timber revenue while adhering to City specific needs for water quality protection during forestry management activities.

Roots Forestry Consulting, LLC is currently under contract providing professional forestry services for the Lake Chaplain Tract. The 2025 contract will continue to provide necessary forestry services to meet Federal and State compliance, support City staff in managing Lake Chaplain Tract and assist in interagency coordination related to forest management activities within the Lake Chaplain Tract.

The 2025 Professional Services Agreement will be a 4.5-year contract initiated in 2025 through December 31, 2029, with a total contract amount of \$1,379,491.88.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2025 Professional Services Agreement with Roots Forestry Consulting, LLC for Forestry and Watershed Management services.

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	Roots Forestry Consulting, LLC
	16102 4th Ave NW Arlington, WA 98223
	matt@rootsforestry.com
City Project Manager	Anna Thelen
	City of Everett – Public Works 3200 Cedar St Everett, WA 98201
	athelen@everettwa.gov
Brief Summary of Scope of Work	Forestry Services for Chaplain Tract
Completion Date	December 31, 2029
Maximum Compensation Amount	\$1,379,491.88

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Next First Insurance Agency, Inc.
	(855) 222-5919
	support@nextinsurance.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: No If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: No “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF). “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.
Willful Wage Violation Certification	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.

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**

ROOTS FORESTRY CONSULTING, LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Matt Grund

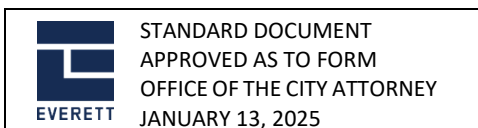
Signer's Email Address: matt@rootsforestry.com

Title of Signer: General Manager

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)

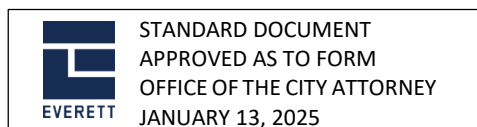


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Tasks to be Performed

Task 1 – Federal, State and County Legislative and Regulatory Actions

Description

Track proposed Federal, State and County legislation and regulatory actions related to the City's forestry and watershed management responsibilities.

Services to Be Performed

As directed, participate in the review of proposed Federal and State legislative and regulatory efforts related to the City forestry and watershed management responsibilities. Prepare comments and attend hearings and other meetings with City staff, trade organizations, and other agencies and officials when applicable.

Monitor and inform City staff on changes to regulations regarding recreational immunity, mining, HPA permitting, and access. Assist City staff in developing responses to regulatory changes.

Task 2 - Federal and State Regulation Compliance

Description

Provide compliance measures for Federal and State regulations related to the City's forestry management activities.

Services to Be Performed

Prepare and submit permits, such as Hydraulic Project Approval or Forestry Practices Applications, for State and Federal regulations that pertain to the City's forest management activities. Ensure compliance with those approved permits.

Task 3 - Lake Chaplain Tract Safe Harbor Agreement (SHA) and Cooperative Habitat Enhancement Agreement (CHEA) and Lake Chaplain Tract Wildlife Habitat Management Plan

Description

Complete, track and comply with all SHA and CHEA requirements as well with the LCT Plan. Seek consultation with agencies as needed for correct implementation of the SHA and CHEA and LCT agreements.

Services to Be Performed

Consult with Federal Services and Washington Department of Natural Resources on SHA/CHEA implementation of field activities. Consult with PUD and WDFW on as needed for the LCT plan.

Conduct annual meeting and updates as needed for the SHA/CHEA.

Prepare reports to other parties as required by the SHA/CHEA. Attend meetings with the other parties and City staff to review the reports and address any other questions or concerns.

Document any clarifications for future referencing.

Task 4 - Forestry Field Work

Description

Prepare City timber sales bidding documents and contracts and other forest management activities and reports needed by the Lake Chaplain Tract Safe Harbor and Cooperative Habitat Enhancement Agreements (SHA/CHEA).

Services to Be Performed

Conduct field work to complete the layout of timber sales as required under the SHA/CHEA. Field work activities include timber sale layout, road location and layout, harvest boundary determination, property line location and demarcation, stream identification and enhanced protection buffering, wetland delineation and enhanced protection buffering, identification of potentially unstable slopes, leave tree marking, snag and coarse woody debris selection, baseline habitat block location, special set-aside area location, special management area location, preparation of contracts for bid including mapping and construction specifications.

Obtain permits required to conduct forest management activities will be acquired prior to the sale of timber. These permits may include Forest Practices Applications, Hydraulics Project Approvals, Shoreline Management Permits, and possible easements and Road-use permits over private and/or public lands.

Upon completion of any final harvest timber sale, a contract will be prepared for the reforestation of the harvest area. Tree purchase will be arranged for, and the areas will be replanted according to SHA/CHEA standards. Harvest areas will be monitored, and additional stand management activities will be recommended as appropriate. Stand management activities may include replanting, slashing and thinning. Contracts will be prepared and executed for required stand management activities

Task 5 – Forest Management Contract Compliance

Description

Administer Timber Sale and other forest management contracts, such as tree planting, that are required to implement the City's forest management plan.

Services to Be Performed

Conduct field inspections of ongoing forest management contracts on City property to ensure compliance with all applicable State and Federal laws, contracts, and permit conditions. Corrective actions to contractors will be implemented as needed with both Roots Forestry and City staff involvement. In addition to field inspections, harvest progress audits will be made to ensure appropriate payments to the City. Required insurances and bonds will be reviewed and passed on to City Legal for approval.

Task 6 - Interagency Coordination

Description

Review and respond to proposed and ongoing forest management activities with the potential to affect Lake Chaplain Tract, water supply lands, and transmission line rights-of-way.

Services to Be Performed

Review and respond to forest practices activities on or near the Lake Chaplain Tract and water supply lands, as well as transmission line rights-of-way. Work with regulatory agencies, stakeholders and affected Tribes to ensure protection of City facilities and City drinking water quality.

Meet with the Washington State Department of Natural resources (DNR) annually to review their proposed management activities on or adjacent to Chaplain Tract and water supply lands. Activities to be reviewed shall be forest management activities such as timber sales, road construction, maintenance and abandonment, pesticide application and reforestation activities.

Task 7 - Fire Prevention and Control

Description

This task covers the tracking of State fire prevention regulations to ensure both City and any City contractors maintain compliance with state law while operating on Lake Chaplain Tract. Monitor and assist in fire prevention and control activities on and around Chaplain Tract and water supply lands.

Services to Be Performed

During fire season, monitor daily the state fire precaution level to ensure the City and its forest contractors maintain compliance with the state fire prevention laws.

Assist DNR with fire detection and location on Lake Chaplain Tract and water supply lands as needed.

Work as the City's representative with the DNR during fire control activities on watershed lands to ensure protection of the water supply and other resources.

Task 8 - Noxious Weed Coordination

Description

This task covers the implementation of the City's Noxious Weed Management Plan for Lake Chaplain Tract.

Services to Be Performed

Implement the City's Noxious Weed Management Plan for Lake Chaplain Tract with City staff including monitoring, mapping, and marking noxious weed occurrences. Provide training to field staff with regard to noxious weed identification, treatment methods, and management measures.

Incorporate weed management measures into ground-disturbing construction and maintenance activities through active participation in planning, design, and implementation. Maintain and update operating procedures for weed management.

Prepare an annual summary of weed management activities, including monitoring of treated sites and detection of new infestations or species.

Review Snohomish County Noxious Weed List each spring and update the list of target noxious weed species to be managed. Review and update the noxious weed plan and GIS database on a 3-year basis.

Task 9 – Forest Road Management

Description

This task covers management of forest roads for City owned lands in the vicinity of Lake Chaplain.

Services to Be Performed

Manage the Lake Chaplain Tract Culvert Maintenance program. Conduct annual inspection of all culverts, maintain culvert tracking list, and prioritize annual culvert maintenance and replacement schedule.

Monitor forest roads for maintenance requirements. Participate in project design and implementation of maintenance and repairs on forest roads. Monitor forest roads for maintenance requirements. Acquire necessary permits for forest road projects when appropriate.

Task 10 – Project Management and Office Administration

Description

This task covers project management and coordination with City staff.

Services to Be Performed

Attendance of weekly forestry meetings with contract administrator, scheduled.

Attendance of all meetings and discussions in the office and field with Hill Crew, Patrol, Water Treatment Plant Manager, operators, and other City staff.

Task 11 – Watershed Management

Description

This task is a supporting role to City staff for all security and recreation issues on Lake Chaplain Tract and water supply lands.

Services to Be Performed

Assist City staff in recreation access decisions.

Participate in public meetings with recreation focused groups and committees. Review and prepare comments on proposed recreation activities that could affect watershed lands. This would include activities such as the Jackson Project, State Natural Resources Conservation Area (NRCA) planning and development, existing State recreation site maintenance and development, and other public recreation activities on or adjacent to watershed lands.

Assist City staff in negotiating a land exchange with DNR. The purpose of this land exchange is to acquire the remaining ownership block of the Lake Chaplain watershed. This will give the City full control over the drinking water watershed.

Monitor and prepare comments on proposed land use actions that have the potential to impact Lake Chaplain Tract and water supply lands. This would include any actions in or adjacent to City watershed lands by the USFS, DNR or the PUD.

Assist City staff with development of security measures. Review and respond to security-related issues in conjunction with City staff as requested.

Task 12 – Management Reserve

Due to the potential variability of effort for the tasks listed above, and the potential need for work associated with unforeseen circumstances, 10% of the total hours for this contract are allocated as management reserve. The City's Operations Superintendent or the contract manager may elect to allocate the hours in the management reserve task to either the aforementioned tasks as needed or to tasks otherwise related to the Scope of Services. Tasks are to be defined and authorized in writing by the City's Operations Superintendent or the contract manager.

Forestry Deliverable Deadlines and Requirements

These deadlines and requirements do not encompass the entire scope of work. Work that is required under the scope of work attached to the Agreement remains required work. This Exhibit A-1 is intended to clarify deadlines and requirements on certain items of work as set forth below.

Routine Work Items

- **Noxious Weeds Report:** A report must be completed by Service Provider for each year no later than March 1 the following year.
- **Monitoring, Mapping and Marking Noxious Weed Occurrences:** To be completed by Service Provider each year during the April-October growing season with assistance from Watershed Patrol as appropriate.
- **Review and Update Noxious Weed Plan and GIS Database:** To be completed by Service Provider once every three years no later than July 31. The next update must be completed by the Service Provider no later than July 31, 2027. The following update will need to be completed by the Service Provider no later than July 31, 2030
- **Mowing Meeting:** Mowing meeting must occur each year between March 15-April 15.
- **Culvert Inspection and List for Replacement for the Following Year:** Materials list must be completed by Service Provider each year no later than May 1 so that the City can get the materials ordered for install by the following year.
- **Problem Tree Evaluation Along Pavement and Plant Site:** To be completed by Service Provider each year, starting August 15, so that hazard tree removal is achievable no later than October 1.
- **Annual DNR Harvest Meeting:** The meeting must occur each year no later than June 1.
- **Annual IFPL/Wildland Fire Training for Applicable City Staff:** Training must be completed each year no later than July 1 or the beginning of open season, whichever is sooner. Service provider to provide support as requested.
- **Road and Stream Map Updates:** Updates must be completed by Service Provider once every three years or as needed, as determined by the City. The next update must be completed by Service Provider no later than December 2027.
- **Beaver Management HPA:** The current FPA expires 12/8/2026, the new FPA must be completed by Service Provider such that it is in place no later than that date. Landowner access permission letters must also be maintained for beaver management such that they don't expire.
- **Annual SHA-CHEA Summary Report:** Due by January 31st of the following year. Formal report to services is due every 5 years (see one time deliverables section)
- **Annual Survival Surveys:** As needed or applicable, 1-year and 2-year survival surveys of harvest units planted within the last two years. To be completed by November 30th.
- **Annual Young Stand Assessments:** Assess young stands as to whether precommercial thinning treatments is recommended. Assessment is to be complete by November 30th. Subsequently layout, permit, develop and comply a contract for the stands identified.
- **Annual Commercial Thin Assessments:** Assess 25 to 40 year-old stands as to whether commercial thinning is recommended. Assessment to be completed by March 31st. Subsequently layout, permit, develop and comply a contract for the stands identified.

- **Even-aged Harvest Planning and Implementation:** Identify, layout, permit, develop contract, and comply even-aged harvests and subsequent replant. Goal to have a sale ready to bid by the end of 2026 with the following sale in late 2028 or early 2029.
- **Annual Update to Forest Inventory Data:** "Grow" inventory stands in a computer model annually to current conditions. Identify and cruise additional areas such as uneven-aged stands and stands that grow into merchantable status. Computer and field work to be completed and GIS shapefile sent to the City by March 31 of the following year.
- **Rock Pit Plan:** Develop and implement plan for further developing rock pits. An evaluation of the North and South rock pits will be completed by the end of 2026. Further development of the rock pits will be driven by how much material is found to be remaining and when the City would need more material to support upcoming timber sales.

One-Time Work Items

- **Land Swap with DNR:** an initial investigation (including list of options) into potentially desirable inholdings that the City could purchase to swap to defray cost of purchasing land outright from DNR must be completed by Service Provider no later than July 31, 2028.
- **SHA-CHEA Formal Report:** Needs to be completed by May 1, 2027
- **Updated Noxious Weed Information and Treatment Decision Support:** Roots to do an independent inventory of Chaplain Tract noxious weeds for the 2027 noxious weed plan update GIS map. Support City in deciding on if and where City approved spray may be appropriate for control of certain weeds with a goal to have this plan developed by the 2027 update. Support City in spray implementation as needed.

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.

enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

Task	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 B

Compensation shall not exceed the Maximum Compensation Amount during the term of the Agreement. Invoice rates must match rates shown below. The rates below start at base rate of \$103/hour with an annual increase of 2.5% thereafter, as follows:

Contract Year	HourlyRate
1	\$103.00
2	\$105.58
3	\$108.21
4	\$110.92
5	\$113.69

Project title: Schnack Shack Concessions Contract Amendment No 2

Council Bill #

Agenda dates requested:

Briefing

Proposed action

Consent: 07/09/25

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Agreement Amend No. 2

Department(s) involved:

Parks

Administration

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Schnack Shack Concessions Amendment

Partner/Supplier: Schnack Shack

Location: 400 W. Sievers-Ducey Blvd, Building #107, Everett, WA 98204

Preceding action: [2021-090 Schnack Shack Amendment No. 1](#)

Fund: 101

Fiscal summary statement:

The Schnack Shack amendment No. 2 allows Parks to continue to provide concessions at Phil Johnson Ballfields. The revenue earned is 10% of the Schnack Shack's gross proceeds each month, which equals approximately \$3,000 annually.

Project summary statement:

The Schnack Shack, owned by Andria White, licenses the concessions area at Phil Johnson Ballfields to provide concessions to the park goers, and game spectators. Having concessions at Phil Johnson Ballfields provides an additional amenity to those visiting the park and attending games at the complex. This is an ongoing contract which is due for an amendment to extend the term.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Schnack Shack concessions Contract amendment No 2.

**SECOND AMENDMENT
TO
LICENSE TO USE CITY PROPERTY**



This Second Amendment to License to Use City Property is dated as of the date of the last signature below. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”), and Schnack Shack LLC (“Schnack Shack”).

RECITALS

A. The City and Schnack Shack are parties to the License to Use City Property dated on or about March 30, 2022 (the “License”). The License had an initial one-year term from April 1, 2022, to March 30, 2023, for Schnack Shack to provide concession services at Phil Johnson Ballfields.

B. The City and Schnack Shack entered into a First Amendment that extended the term of the License to 2025.

C. The City and Schnack Shack also desire to further extend the License, so that it expires on March 30, 2026. This is the final amendment to continue the agreement as outlined in the original license. In order to continue the license arrangement a new license agreement will need to go into effect in 2026.

AGREEMENT

The City and Schnack Shack agree as follows:

1. The parties agree that, regardless of dates of execution of this Amendment, the License will be deemed, whether by reinstatement or by re-incorporation of its entirety herein or otherwise, for all purposes to have not previously expired, but instead to have remained continuously in effect since April 1, 2022.
2. The License is extended so that it expires on March 30, 2026.
3. Execution of this Amendment is by AdobeSign, which is fully binding.
4. All provisions in the License shall remain in effect except as expressly modified by this First Amendment.

**CITY OF EVERETT
WASHINGTON**

SCHNACK SHACK LLC

By: _____
Cassie Franklin, Mayor

Date

By: _____

Printed Name: Andria White

Title: Owner

Date

ATTEST:

Office of the City Clerk

Project title: An ORDINANCE updating the City of Everett’s Amendments to the International Property Maintenance Code, amending EMC 16.09.010

Council Bill #

CB 2506-39

Agenda dates requested:

Briefing
1st Reading 07/02/25
Proposed Action 07/09/25
Consent
Action 07/16/25
Ordinance X
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Public Works
Admin
Legal

Contact person:

Tony Lee

Phone number:

425-257-8812

Email:

tlee@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Adoption of Amendments to 2021 International Property Maintenance Codes (IPMC)

Partner/Supplier: N/A

Location: Citywide

Preceding action: Ordinance update of EMC [16.09.010](#) ([3196-10](#), adopted 11/17/10)

Fund: N/A

Fiscal summary statement:

The purpose of this Ordinance is to amend EMC 16.09.010, so that the Everett-specific amendments are updated with consideration of the 2021 IPMC.

Project summary statement:

Under Chapter 16.005 of the Everett Municipal Code, 2021 International Property Maintenance Code (“IPMC”) as published by the International Code Council, Inc. was automatically adopted by the City when it became effective.

In 2024, the Everett City Council adopted by Ordinance 4052-24 certain Everett-specific amendments to the IPMC, which are contained in EMC 16.09.010. The purpose of this Ordinance is to further amend EMC 16.09.010 to revise IPMC Section 404.3.

Recommendation (exact action requested of Council):

Adopt the amendment to Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010).



ORDINANCE NO. _____

An ORDINANCE updating the City of Everett’s amendments to the International Property Maintenance Code, amending EMC 16.09.010

WHEREAS,

- A.** Under Chapter 16.005 of the Everett Municipal Code, 2021 International Property Maintenance Code (“IPMC”) as published by the International Code Council, Inc. was automatically adopted by the City when it became effective.
- B.** In 2024, the Everett City Council adopted by Ordinance 4052-24 certain Everett-specific amendments to the IPMC, which are contained in EMC 16.09.010. The purpose of this Ordinance is to further amend EMC 16.09.010 to revise IPMC Section 404.3.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Subsection O of EMC 16.09.010 is amended as follows, with underlined text added and strikeout-text deleted. Subsections other than subsection O are not amended and are provided below only for context.

16.09.010 Amendments to the International Property Maintenance Code (hereinafter referred to as the “IPMC”).

- A.** Section 101.1 of the IPMC is hereby replaced with the following:

These regulations shall be known as the International Property Maintenance Code of the City of Everett, hereinafter referred to as “this code.”

- B.** Sections 103.1, 103.2, and 103.3 of the IPMC are hereby replaced with the following:

103.1 Enforcement Procedures. The provisions of this chapter are enforced as provided in Chapter [1.20](#) of the Everett Municipal Code (“EMC”).

103.2 Enforcement Personnel.

103.2.1 Code Official. Consistent with Chapter [16.005](#), EMC, the City’s “code official,” as used by this code, is the City’s Building Official. For the purposes of Chapter [1.20](#) EMC, the City’s Building Official is also a “code enforcement officer.”

103.2.2 Code Enforcement Unit Supervisor. The Code Enforcement Unit Supervisor shall be the City Building Official's designated agent and shall hold, in common with the Building Official, all authorities, powers, and responsibilities under this code. The Code Enforcement Unit Supervisor is both a code official for the purposes of this code and a code enforcement officer for the purposes of Chapter [1.20](#) EMC. Notwithstanding any language in this code, the Building Official is authorized to enforce the provisions of this code, and the Code Enforcement Unit Supervisor exercises authority and responsibility under the direction of the Building Official.

103.2.3 Code Enforcement Officers. Day-to-day implementation, administration, and enforcement of this code shall be by the City's Code Enforcement Unit under the oversight and direction of the Code Enforcement Unit Supervisor. Individuals hired to serve as the unit's Code Enforcement Officers shall have the powers delegated to them by the City's Building Official or Code Enforcement Unit Supervisor.

C. Section 105.5 of the IPMC is hereby deleted in its entirety and replaced with the following:

All notices and orders issued under this code shall be issued as set forth in Chapter [1.20](#) EMC.

D. Sections 107 and 108 of the IPMC are hereby replaced with the following:

SECTION 107 MEANS OF APPEAL

107.1 Means of Appeal. Appeals are governed by the provisions of Chapter [1.20](#) EMC.

E. Sections 109.2 through 109.5 of the IPMC are hereby deleted in their entirety.

F. Section 111.4 of the IPMC, including Sections 111.4.1 and 111.4.2, is hereby deleted in its entirety.

G. Sections 112.5 and 112.6 of the IPMC are hereby deleted in their entirety.

H. Section 113.1 of the IPMC is hereby replaced with the following:

When, after review of a structure, the code official's judgment is that the structure is vacant, unsecured, and creating a public nuisance or so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary, or otherwise unfit for human habitation or occupancy, the code official shall order the owner of the premises upon which the structure is located, or the owner's authorized agent, as follows:

If the code official's judgment is that it is unreasonable to repair the structure; to demolish and remove such structure; or

If the code official's judgment is that the structure is capable of being made safe by repairs; to repair and make safe and sanitary or to board up and hold for future repair or to demolish and remove at the owner's option; or

If the code official's judgment is that there has been a cessation of normal construction of any structure for a period of more than two years; to demolish and remove such structure, or board up until future use.

Boarding the building up for future repair shall not extend beyond one year, unless approved by the code official.

I. Section 113.2 is hereby deleted in its entirety.

J. The following definition is added to Section 202, "General Definitions," of the IPMC:

"PUBLIC NUISANCE." Any condition which annoys, injures, interferes with or endangers the comfort, repose, health or safety of others and affects the rights of a community or neighborhood although the extent of the damage may be unequal.

K. Sections 302.4, 302.6, 302.8, and 302.9 of the IPMC are hereby deleted in their entirety.

L. Section 304.2 of the IPMC is hereby replaced with the following:

When it is discovered that the lack of protective treatment is causing or has caused deterioration to exterior wood or metal surfaces, the code official has the authority to determine the level of deterioration of the exterior wood or metal surfaces.

M. Section 304.14 of the IPMC is hereby deleted in its entirety.

N. Section 304.17 of the IPMC is hereby deleted in its entirety.

O. Section 404.3 of the IPMC is hereby replaced with the following:

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 6 feet 8 inches (2033 mm).

Exceptions:

~~1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.~~

21. Attic and basement rooms in one- and two-family dwellings having a minimum finished ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts, and similar obstructions.

32. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 6 feet 8 inches (2033 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

P. Section 606.2 of the IPMC is hereby updated with the following:

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

Exception: If it can be shown that the building could be constructed under the currently adopted building codes, without requiring an elevator, then an existing elevator would be allowed to be removed.

Q. Appendix A of the IPMC is adopted in its entirety.

R. Appendix B of the IPMC is not adopted.

Section 2. The following is provided for reference and may not be complete:

EMC Amended by this Ordinance	Ordinance History of EMC Amended by this Ordinance
EMC 16.09.010	Ordinance 4052-24

Section 3. 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 4. 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 5. 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 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: 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
ALISA: ALF #2024-035
ALISA: 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 ALISA ALF #2024-035/ALISA 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.

Cassie Franklin, Mayor

ATTEST:

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

Page 2

- 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

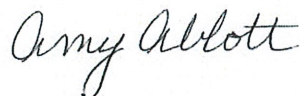
Page 3

Be ready to relay the following information: • Your Name/Name of home • Address where help is needed • Call-back number • Resident information: ✓ Age ✓ Gender ✓ Special medical complaint or problem: "Chest pain", "Shortness of breath", "change in level of consciousness", etc. ✓ Medical history relevant to or potentially impacted by the current medical event ✓ Any medical treatment provided and status change. Remember to call 9-1-1 again if conditions worsen.	Please be prepared to provide as much information as you can including: • Resident age and gender • Details of medical complaint/problem • Level of consciousness • Vital signs • Medical history • Medications • Care provided: oxygen, ECG (Electrocardiogram), IV (Intro-venous), medications, etc. • Plan and transport destination • Medical orders/directives
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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
- Training Requests: ALTSABHSTTRAINING@dshs.wa.gov