



Everett City Council Preliminary Agenda

6:30 p.m., Wednesday, July 16, 2025

City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: July 9, 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 \$12,053,726.69 For The Period Ending June 28, 2025 Through July 3, 2025.

Documents:

[RES_CLAIMS PAYABLE 07.03.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,905,886.56 For The Period Ending June 28, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 14.PDF](#)

(3) Authorize The Mayor To Sign Water Quality Combined Financial Assistance Agreement No. WQC-2025-EverPW-00177 With The State Of Washington Department Of Ecology In The Amount Of \$8,733,920.

Documents:

[DOE_REGIONAL STORMWATER FACILITY STUDY_GRANT AMENDMENT.PDF](#)

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

Documents:

[GEOENGINEERS_ONCALLGEOTECHNICALSERVICES_PSA.PDF](#)

(5) Authorize The Mayor To Sign The Interlocal Agreement For Jail Services With The City Of Lynnwood.

Documents:

[LYNNWOOD JAIL ILA.PDF](#)

(6) Authorize The Mayor To Sign The Partial Release Of Covenant For Parking.

Documents:

[PARTIAL RELEASE OF COVENANT FOR PARKING.PDF](#)

(7) Authorize The Mayor To Sign The Partial Release Of Declaration Of Covenant For Inspection And Maintenance Of Stormwater BMPS.

Documents:

[PARTIAL RELEASE OF COVENANT FOR STORMWATER.PDF](#)

(8) Authorize The Mayor To Sign The Professional Services Agreement With Kimley-Horn And Associates, Inc. In The Amount Of \$170,000 For Right Of Way Easement And Acquisition Support Services.

Documents:

[KIMLEYHORN_RIGHT OF WAY SUPPORT_PSA.PDF](#)

(9) Authorize The Mayor To Sign CorVel Enterprise Comp Inc. Amendment 4 To Renew Worker's Compensation Administrative Services.

Documents:

[CORVEL ENTERPRISE COMP INC. AMEND NO. 4.PDF](#)

ACTION ITEM:

(10) CB 2506-39 – 3rd & Final Reading - Adopt The Amendment To Ordinance 3196-10 (International Property Maintenance Code) (EMC 16.09.010).

Documents:

[CB 2506-39.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

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

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov 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 28, 2025 through July 3, 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:

[illegible]

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2025

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of June 28, and checks issued July 03, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,681.23	7,564.87
003	Legal	95,733.89	27,380.39
004	Administration	83,304.03	13,613.84
005	Municipal Court	94,385.77	29,546.34
007	Personnel	54,633.32	17,200.29
010	Finance	117,346.98	36,562.37
015	Information Technology	124,906.43	38,731.71
018	Communications and Marketing	20,976.10	6,715.68
021	Planning & Community Dev	138,239.45	41,071.51
024	Public Works	238,908.92	75,217.70
026	Animal Shelter	61,195.95	22,931.36
030	Emergency Management	8,322.25	2,685.37
031	Police	1,337,605.31	319,014.82
032	Fire	894,613.28	210,619.99
038	Facilities/Maintenance	103,173.48	39,127.81
101	Parks & Recreation	168,914.70	58,108.39
110	Library	111,879.06	38,712.88
112	Community Theatre	8,974.23	2,666.74
120	Street	87,825.15	29,927.80
153	Emergency Medical Services	440,099.29	107,155.39
197	CHIP	7,987.99	2,046.06
198	Community Dev Block	4,049.68	1,271.87
401	Utilities	987,853.62	347,904.17
425	Transit	554,770.58	201,698.16
440	Golf	53,683.56	17,247.96
501	Equip Rental	92,822.31	31,682.11
		<u>\$5,905,886.56</u>	<u>\$1,726,405.58</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Authorize the Mayor to sign grant agreement with Dept. of Ecology for the Lenora Regional Stormwater Facility Construction

Council Bill #

Project: Lenora Regional Stormwater Facility

Partner/Supplier: Washington State Department of Ecology

Location: Lenora St. between S 3rd Avenue and BNSF RR

Preceding action: Plans and Systems Ordinance – Approved 6-11-25 [CB 2505-33](#)

Fund: 336 – Utilities Fund, Program 030

Agenda dates requested:

Briefing
Proposed action
Consent 7/16/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Amendment to Grant #
WQC-2025-EverPW-00177

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Fiscal summary statement:

The amount funded by the Water Quality Combined Financial Assistance Agreement for the Lenora Regional Stormwater Facility design and construction tasks is \$8,733,920. Information on total project cost and the City's cost share follows.

Total Project Cost:	\$11,085,400
Total Eligible Cost:	\$10,275,200
Ecology Share (85%):	\$8,733,920
City of Everett Share (15%):	\$1,541,280

Project summary statement:

The project will construct a stormwater treatment facility in the Lowell neighborhood and replace approximately three blocks of undersized stormwater pipe on Lenora St. Once subsequent stormwater projects are completed the treatment facility will remove pollutants from stormwater runoff generated by more than 250 acres of the city prior to discharge to the Snohomish River. The project also includes interpretive pedestrian facilities, landscaping and restoration of disturbed streets and property.

The grant will cover final design, bidding, construction and construction management costs. Earlier design was completed with the help of Ecology funding as part of the Lexington-Broadway Drainage Improvements project.

Recommendation (exact action requested of Council): Authorize the Mayor to sign Water Quality Combined Financial Assistance Agreement No. WQC-2025-EverPW-00177 with the State of Washington Department of Ecology in the amount of \$8,733,920.

Initialed by:

RLS

Department head

Administration

Council President



Agreement No. WQC-2025-EverPW-00177

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF EVERETT

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

GENERAL INFORMATION

Project Title:	Lenora Regional Stormwater Facility
Total Cost:	\$11,085,400.00
Total Eligible Cost:	\$10,275,200.00
Ecology Share:	\$8,733,920.00
Recipient Share:	\$1,541,280.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	01/31/2027
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Snohomish River through installation of a Filterra Bioscape system at the east end of Lenora Street in the City of Everett. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus.

Project Long Description:

This project is the first of three phases that, when complete, will treat stormwater from a 258.4-acre contributing area before it enters the Snohomish River. ECOLOGY reviewed and accepted the Design Report and 90% Design Package for all phases under grant WQC-2019-EverPW-00051. The Snohomish River is not on Washington’s 303(d) List, but provides important habitat for salmonid spawning, rearing, and migration.

The RECIPIENT will complete the first phase of construction which includes a five-cell Filterra Bioscape system with

Agreement No: WQC-2025-EverPW-00177
Project Title: Lenora Regional Stormwater Facility
Recipient Name: City of Everett

two fully functional cells to provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus. The RECIPIENT will also construct the foundations of the remaining three cells. The RECIPIENT will cover the cost to fill these three cells with borrow stockpile material, topsoil, and seed for wildflower meadow ground cover. The RECIPIENT will replace and upgrade undersized piping from the intersection of Lenora Street and 3rd Avenue to convey stormwater to the Filterra Bioscape system. The RECIPIENT will also install an underground concrete flow splitter vault in Lenora Street to separate the treatment flow volume and will construct conveyance piping and pretreatment facilities in 1st Avenue.

This first phase includes treatment for 172.6 acres (67 percent) of the total contributing area, which includes stormwater conveyed from Lexington Avenue, Commercial Avenue, 61 Street SE, Broadway, and Lenora Street. Land use in the contributing area consists primarily of single-family residences.

Overall Goal:

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

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

RECIPIENT INFORMATION

Organization Name: City of Everett

Federal Tax ID: 91-6001248

UEI Number: LVPSLN4A2LF6

Mailing Address: 3200 Cedar St.
Everett, Washington 98201

Organization Email: aathompson@everettwa.gov

Organization Fax: (425) 257-8945

Contacts

Project Manager	Erik Emerson Senior Engineer 3200 Cedar St Everett, Washington 98201 Email: eemerson@everettwa.gov Phone: (425) 257-8922
Billing Contact	Mi Young Lee Financial Analyst 3200 Cedar St. Everett, Washington 98201 Email: mlee@everettwa.gov Phone: (425) 257-8971
Authorized Signatory	Angelique Thompson Capital Program Fund Manager 3200 Cedar St. Everett, Washington 98201 Email: aathompson@everettwa.gov Phone: (425) 257-8922

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Lisa Rodgers PO Box 330316 Shoreline, Washington 98133-9716 Email: liro461@ecy.wa.gov Phone: (425) 229-5512
Financial Manager	Melissa Conger PO Box 47600 Olympia, Washington 98504-7600 Email: meco461@ecy.wa.gov Phone: (360) 706-4202

Agreement No: WQC-2025-EverPW-00177
Project Title: Lenora Regional Stormwater Facility
Recipient Name: City of Everett

SCOPE OF WORK

Task Number: 1

Task Cost: \$14,400.00

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Grant and Loan Administration

Deliverables

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

Agreement No: WQC-2025-EverPW-00177
Project Title: Lenora Regional Stormwater Facility
Recipient Name: City of Everett

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$8,900.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

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

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

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

To initiate cultural resources review:

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

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

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

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

Agreement No: WQC-2025-EverPW-00177
Project Title: Lenora Regional Stormwater Facility
Recipient Name: City of Everett

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$324,400.00

Task Title: Design Plans and Specifications

Task Description:

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

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

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

- A. The RECIPIENT will upload the ECOLOGY-accepted Design Report, responses to ECOLOGY's Design Report comments, and the ECOLOGY Design Report Acceptance Letter.
- B. The RECIPIENT will upload the ECOLOGY-accepted 90 Percent Design Package, responses to ECOLOGY's 90 Percent Design Package, and the ECOLOGY 90 Percent Design Package Acceptance Letter.
- C. The RECIPIENT will submit preliminary GIS polygon data for BMP footprint(s) and contributing basin(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverable Guidance for more information.
- D. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:

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

Task Expected Outcome:

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

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

Design Plans and Specifications**Deliverables**

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project shapefiles, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	
3.9	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.10	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.11	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.12	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

SCOPE OF WORK

Task Number: 4

Task Cost: \$991,500.00

Task Title: Construction Management

Task Description:

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

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

Construction Management**Deliverables**

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$8,930,700.00

Task Title: Construction

Task Description:

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

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of pretreatment devices and a Filterra Bioscape to mitigate runoff from approximately 45 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY.	

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

SCOPE OF WORK

Task Number: 6

Task Cost: \$5,300.00

Task Title: Project Close Out

Task Description:

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

- A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- B. The RECIPIENT will submit GIS polygon data that is consistent with the final project for the contributing basin(s) and BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, public-facing feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverable Guidance for more information.
- C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.
- E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Guidance document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report. If unchanged, provide written documentation.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.
- * Proper maintenance of the constructed facility to maintain water quality benefits.

Agreement No: WQC-2025-EverPW-00177

Project Title: Lenora Regional Stormwater Facility

Recipient Name: City of Everett

Project Close Out**Deliverables**

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	Project shapefile, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. If unchanged, provide written documentation. Upload to EAGL and notify ECOLOGY.	

BUDGET

Funding Distribution EG250675

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

Funding Title: SFAP Funding Type: Grant
Funding Effective Date: 07/01/2024 Funding Expiration Date: 01/31/2027

Funding Source:

Title: SFAP-SFY25

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

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 15%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 14,400.00
Cultural and Environmental Review, and Permitting	\$ 8,900.00
Design Plans and Specifications	\$ 324,400.00
Construction Management	\$ 991,500.00
Construction	\$ 8,930,700.00
Project Close Out	\$ 5,300.00

Total: \$ 10,275,200.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 1,541,280.00	\$ 8,733,920.00	\$ 10,275,200.00
Total		\$ 1,541,280.00	\$ 8,733,920.00	\$ 10,275,200.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

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

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Project” means the project described in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing

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business with or receiving funds from the federal government. This number replaces the DUNS number.

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

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

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

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

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

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

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

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

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

Documentation Options:

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

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the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

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

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

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

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

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

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other

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public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

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

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

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

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

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

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

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

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

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

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

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

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

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute

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endorsement or recommendation for use.”

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

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

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

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

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

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

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

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

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

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section

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

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

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

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

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

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

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the

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performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

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

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

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

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

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

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

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a

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365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

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

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

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

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

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment

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to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

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

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

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

K. Loan Security

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

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

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

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

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

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

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

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

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

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for

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

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

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

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

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

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

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct.

There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

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

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

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

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

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

The sewer use ordinance must include provisions to:

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

S. Termination and Default:

Termination and Default Events

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

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

Termination and Default Remedies

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

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

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

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

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

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

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

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings,

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maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

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

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

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

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

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

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

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

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

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

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

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or

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Recipient Name: City of Everett

services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

DRAFT

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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Project Title: Lenora Regional Stormwater Facility
Recipient Name: City of Everett

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

All records shall:

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

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

Agreement No: WQC-2025-EverPW-00177

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27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

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

Council Bill #

Project: Professional Services Agreement for On-Call Geotechnical Services

Partner/Supplier: GeoEngineers, Inc.

Agenda dates requested:

Location: Citywide

Preceding action: Previous Agreement expired 12/31/2023

Briefing

Fund: Multiple Funds

Proposed action

Consent 7/16/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Proposed Agreements

Department(s) involved:

Public Works, Legal

Contact person:

Tom Hood

Phone number:

425.257.8809

Email:

thood@everettwa.gov

Fiscal summary statement:

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

Project summary statement:

The Public Works Department maintains a roster of pre-qualified, pre-contracted geotechnical firms to provide on-call geotechnical services. Past practice necessitated individual departments and project managers to contracts for geotechnical services on a single project basis, which was time consuming. Costs could vary throughout the construction season and occasionally firms were not available.

The most recent on-call geotechnical agreement with GeoEngineers, Inc. expired on December 31, 2023. The proposed agreement for up to \$250,000 will expire on 12/31/2026.

Recommendation (exact action requested of Council):

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

Initialed by:

RLS

Department head

Administration

Council President



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	GeoEngineers, Inc.
	1101 Fawcett Avenue
	Tacoma, WA 98402
	doverbay@geoengineers.com
City Project Manager	Tom Hood
	City of Everett – Public Works
	3200 Cedar St
	Everett, WA 98201
Brief Summary of Scope of Work	thood@everettwa.gov
	The Service Provider will provide a variety of GeoTechnical Engineering and Inspection services on an on-call and as needed basis.
Completion Date	December 31, 2026
Maximum Compensation Amount	\$250,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	USI Insurance Services NW CL
	206-441-6300
	Seattle.PLCertRequest@usi.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Yes If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: N/A - Service Provider has 25 or more employees “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.
Agreed Amendments to General Provisions	The first sentence of Section 10 is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory.”

	The phrase in Section 11.A that states “with a numerical rating of no less than seven (7) by A.M. Best Company” is replaced with “with a numerical rating of no less than five (5) by A.M. Best Company”.
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END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

GeoEngineers, Inc.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Debra Overbay

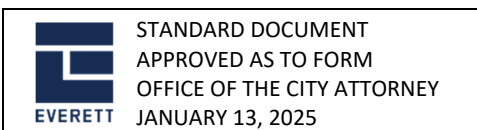
Signer's Email Address: doverbay@geoengineers.com

Title of Signer: Associate Technical Engineer

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.1.13.25)**

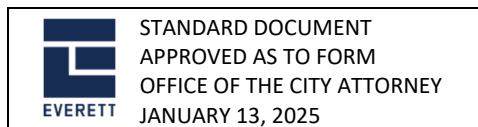


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

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

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

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

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

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

Exhibit A1

TASK ORDER

Job Cost / GL Code:

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

Project Title:

Maximum Amount Payable per Task Order:

Completion Date:

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

Accepted:

City of Everett

Date

Service Provider

Date

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

Schedule of Charges - 2025

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	152/hour
Staff 1 Engineer	\$	160/hour
Staff 2 Scientist	\$	174/hour
Staff 2 Engineer	\$	182/hour
Staff 3 Scientist	\$	198/hour
Staff 3 Engineer	\$	206/hour
Project Scientist 1	\$	229/hour
Project Engineer 1	\$	237/hour
Project Scientist 2	\$	236/hour
Project Engineer 2	\$	244/hour
Senior Engineer/Scientist 1	\$	265/hour
Senior Engineer/Scientist 2	\$	290/hour
Associate	\$	304/hour
Principal	\$	332/hour
Senior Principal	\$	354/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	105/hour
Administrator 2	\$	124/hour
Administrator 3	\$	140/hour
CAD Technician	\$	137/hour
CAD Designer	\$	160/hour
Senior CAD Designer	\$	186/hour
GIS Analyst	\$	172/hour
Senior GIS Analyst	\$	187/hour
GIS Coordinator	\$	208/hour
*Technician	\$	120/hour
*Senior Technician	\$	145/hour
*Lead Technician	\$	155/hour
Geotechnical Construction Specialist	\$	203/hour
Environmental Database Manager	\$	235/hour
Health and Safety Specialist	\$	152/hour
Health and Safety Manager	\$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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

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

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: Please See Below PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com FAX (A/C, No): 610-362-8530	
		INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
INSURED GeoEngineers, Inc. 17425 NE Union Hill Road, Suite 250 Redmond, WA 98052		INSURER B : Travelers Property Cas. Co. of America INSURER C : Farmington Casualty Company INSURER D : Zurich American Insurance Company INSURER E : Allied World Assurance Co (US) Inc. INSURER F :	25674 41483 16535 19489

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	P6308W600538COF24	06/30/2024	06/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Stop Gap \$1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8108W4832012443G	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☒ RETENTION \$10,000	X	X	CUP8W6652292443 (Follow Form)	06/30/2024	06/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9T8195922443G Includes: MEL/USL&H	06/30/2024	06/30/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Cyber Liability			SPR717987400	06/30/2024	06/30/2025	\$5,000,000 Aggregate
E	Pollution Liability	X	X	03138963	06/30/2024	06/30/2025	\$10,000,000 E.Condition \$10,000,000 Aggregate

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

Proof of Insurance.

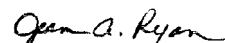
CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





City Council Agenda Item Cover Sheet

Project title: Interlocal Agreement with City of Lynnwood for Jail Services

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 7/16/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Agreement

Department(s) involved:

Police, Legal

Contact person:

Jeff Hendrickson

Phone number:

425-257-8550

Email:

jhendrickson@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Interlocal Agreement for Jail Services

Partner/Supplier: City of Lynnwood

Location: N/A

Preceding action: N/A

Fund: 009/Non-Departmental Fund

Fiscal summary statement:

Jail service fees are paid out of Fund 009, Non-Departmental, which is funded by General Fund revenues. The financial expenditure under this agreement is dependent upon usage and cannot be specified. The daily housing rate and various fee amounts are specified in Article 10 of the Interlocal Agreement (see page 10) and are subject to annual increases.

Project summary statement:

The City of Everett ("City") contracts primarily with Snohomish County for secure confinement of arrestees and inmates booked into jail by the Everett Police Department or sentenced by Everett Municipal Court. This interlocal agreement provides an additional local option for jail services through the City of Lynnwood ("Lynnwood").

Lynnwood has built a new state of the art Community Justice Center which houses both incarceration and treatment facilities. Inmates have access to onsite Medicated Assisted Treatment, mental health care, and community reentry planning and service coordination. Depending upon an inmate's unique circumstances, the services provided by Lynnwood may reduce recidivism and the overall cost to the City.

The agreement is effective August 1, 2025, to December 31, 2026, and may be extended or renewed annually by written notification from Lynnwood to the City.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement for jail services with the City of Lynnwood.

INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN THE CITY OF LYNNWOOD and CITY OF EVERETT

This INTERLOCAL AGREEMENT IS FOR JAIL SERVICES BETWEEN THE CITY OF LYNNWOOD and the CITY OF EVERETT. This "Agreement", is made and entered into this 1st day of August 2025, by the City of LYNNWOOD, a municipal corporation of the State of Washington ("Lynnwood"), and the CITY OF EVERETT, a municipal corporation of the State of Washington (the "Contracting Agency") (individually, a "Party" and collectively, the "Parties").

RECITALS

A. Lynnwood, through the Lynnwood Police Department Detention Division ("Corrections") currently maintains and operates a correctional facility known as the Lynnwood Jail (the "Jail"). In order to assist other jurisdictions, the City of Lynnwood, from time to time, will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The Lynnwood Jail has the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The Contracting Agency desires to confine, in the Jail, persons who have been arrested, detained, or convicted by the Contracting Agency for a criminal offense, and Lynnwood is willing to furnish its Jail facilities and personnel in exchange for payment from said Party for fees and costs, all as more fully described in this Agreement.

AGREEMENT

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

ARTICLE 1 - PURPOSE

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for Lynnwood and the Contracting Agency, to work together efficiently and effectively in order that the Lynnwood Jail may provide the Contracting Agency, with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

ARTICLE 2 - EFFECTIVE DATE AND DURATION

2.1 This Agreement shall govern Jail Services beginning on August 1st, 2025 (hereafter "Effective Date"), through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 or 13, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed annually by written notification from Lynnwood to Contracting Agency no later than ninety (90) days prior to the expiration of the applicable contract Term .

2.2 This Agreement shall be filed with Snohomish County Auditor or listed on either Party's website or other electronically retrievable public source, as provided by RCW 39.34.040.

ARTICLE 3 - ADMINISTRATORS

3.1 Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

Lynnwood Police Administrator:	City of Everett Administrator
Lynnwood Jail Manager	Name: Jeff Hendrickson
City of Lynnwood Police Department	Title: Deputy Chief of Police
19321 44 th Ave W Lynnwood, WA 98036	Address: 3002 Wetmore Avenue, Everett WA 98201

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party within 45 days of designation.

ARTICLE 4 – LYNNWOOD’S ACCEPTANCE OF INMATES, MEDICAL TREATMENT, JAIL SERVICES, AND REMOVAL OF INMATES

4.1 Acceptance of Inmates

As described in this section and subject to the conditions set forth in Section 4 below, Lynnwood will accept Contracting Agency Inmates for purposes of confinement and hold such inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the Contracting Agency. Upon Lynnwood’s request, the Contracting Agency shall, at its expense, retake any of the Contracting Agency’s inmates within twelve (12) hours after receipt of such request. In the event the confinement of any Contracting Agency inmate is terminated for any reason, Contracting Agency shall, at its expense, retake such inmate from Lynnwood Jail.

4.2 Jail Services

Lynnwood agrees to provide the Contracting Agency with jail services, including the confinement of the Contracting Agency’s inmates in the Lynnwood Jail, as specified in this Agreement. The Contracting Agency acknowledges that these services will be provided under the operational management of the Lynnwood Jail.

4.3 Contracting Agency’s Inmates

The Contracting Agency shall be responsible for delivering their Inmates to the Jail, ensuring compliance with applicable laws and regulations regarding the transport and transfer of inmates fit for incarceration. Lynnwood, in turn, shall accept and confine that agency’s Inmates in accordance with the terms outlined herein.

4.4 Effect of Ordinance, Policies, Procedures, Rules, and Regulations

The Jail will be administered by the Lynnwood Police Department in accordance with the ordinances, policies, procedures, rules and regulations of the Lynnwood Police Department and Lynnwood Jail and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of municipal jails. The Contracting Agency’s inmates shall be subject to Lynnwood ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the Jail Manager, or their designee as identified by the Chief of Police, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of Lynnwood except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the Contracting Agency, or its judicial and law enforcement agencies, to Lynnwood, of the Contracting Agency’s duty to supervise Contracting Agency’s Inmates.

4.5 Access to contracted bed Inmates

The Contracting Agency , its officers, employees, or agents, may interview its inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

4.6 Transport of contracted bed Inmates

The Contracting Agency shall provide or arrange for transportation and security of its inmates to and from the Lynnwood Jail, including to and from in-person court appearances, except when (a) Lynnwood determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) Lynnwood determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The Contracting Agency shall attempt to provide the Lynnwood Jail with at least twenty-four (24) hours' notice prior to transporting a Contracting Agency Inmate from the Jail. In any case in which Lynnwood is required to transport the inmate pursuant to subsection

(a) or (b) of this paragraph, Lynnwood shall be reimbursed by the Contracting Agency for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Lynnwood becomes necessary. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$70.00 per hour.

4.7 Video Court

For the fee set forth in Section 10.5, Lynnwood will provide the Contracting Agency with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of Lynnwood's video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and escorting of inmates to and from the video courtroom.

Lynnwood shall have the discretion to set the date, time, and duration of the Contracting Agency's Video Court proceedings. The Lynnwood Jail, in its sole discretion, will establish a maximum number of Contracting Agency inmates for each video courtroom calendar based upon operational limitations. The Contracting Agency will provide the Lynnwood Jail with a proposed Video Court Schedule no later than 30 days prior to commencing regularly-scheduled Video Court proceedings pursuant to this Agreement. The Lynnwood Jail may change or cancel the agency's Video Court Schedule by providing the Contracting Agency with at least seven (7) calendar days' written notice. Lynnwood will deliver the Contracting Agency's Inmate(s) to a video courtroom prior to the Inmate(s) hearing time so that the Contracted Agency's Inmate(s) may prepare for the hearing and meet with his or her respective legal counsel. In the event that a Contracted Agency Inmate is not delivered to a video courtroom for the Inmate's hearing, Lynnwood shall provide an individualized explanation for the non-delivery to the Contracting Agency municipal court.

When feasible, the Contracting Agency shall provide the Lynnwood Jail with all paperwork requiring the signature of the Contracting Agency's Inmate(s) at least thirty (30) minutes before the start of the Contracting Agency's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard as soon as practicable and at minimum, within two (2) judicial days.

4.8 Medical Treatment

- (A) Inmates shall receive medical treatment, behavioral health counseling, and dental treatment when emergent and necessary to safeguard their health while housed in the Jail. Lynnwood shall provide routine medical services in the Lynnwood Jail. The Contracting Agency shall be responsible for any and all medical, dental, or behavioral health costs including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provider to the Contracted Agency inmates.
- (B) If Lynnwood becomes aware that a Contracting Agency's inmate is in need of medical health care requiring the assistance of a medical health care services provider, then Lynnwood shall notify the Contracting Agency prior to obtaining said service. If the Contracting Agency is contacted and does not authorize Lynnwood to obtain the service, then they shall, within one hour, pick up the inmate from the Jail. Provided, in the case of emergency, Lynnwood may notify the Contracting Agency after the service has been provided.
- (C) An adequate record of all such services shall be kept by Lynnwood in accordance with HIPAA regulations for the Contract Agency to review at its request. Any medical or dental services of major consequence shall be reported to the Contracting Agency as soon as time permits.
- (D) The Contracting Agency shall be responsible for any and all costs incurred by or on behalf of a Contracting Agency inmate requiring hospitalization. If necessary, the Contracting Agency shall reimburse Lynnwood the dollar-for-dollar amount expended, or cost incurred by Lynnwood in providing the same. Upon payment from the Contracting Agency for the inmate's health care expense, Lynnwood will assign to the Contracting Agency, if requested, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, the Contracting Agency will be notified by a duty supervisor at the Lynnwood Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude the Contracting Agency from retaking the ill or injured inmate. In the event a Contracting Agency inmate is taken by emergency to a hospital, Lynnwood shall notify the Contracting Agency designee as soon as possible of transport, the Contracting Agency is responsible for providing security during any time of hospitalization.

4.9 Community Corrections

Lynnwood does not offer a contracted Community Corrections Program or alternatives to confinement. The term "Community Corrections Program" and "alternatives to confinement" includes but is not limited to: Electronic Home Detention, Work Education Release, and Work Crew.

If the Contracting Agency wishes to provide a Community Corrections Program and/or "alternatives to confinement" options for Contracted Agency Inmates, they shall not book such Inmates into the Lynnwood Jail.

4.10 Administrative Booking

Upon request by the arresting officer, and when not otherwise prohibited by statute, court rule or court order, the Contracting Agency may administratively book and immediately release a Contracting Agency Inmate. The Contracting Agency shall have the option of completing an administrative book and release at the Lynnwood Jail or transporting their inmate to another jail. Lynnwood further reserves the right to administratively book and immediately release a contracting agency Inmate when, in the sole discretion of the Lynnwood jail Manager, or their designee, the Lynnwood Jail is unable to accept that agency's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

4.11 Removal of Contracting Agency Inmate from Jail

An inmate from the Contracting Agency, legally confined in the Lynnwood Jail, shall not be removed from the Jail by any person except:

- (A) When requested by Contracting Agency's Police Department in writing authorizing such release; or
- (B) Upon court order in those matters in which said court has jurisdiction over such inmate;
- (C) For appearance in the court in which a Contracting Agency's inmate is charged;
- (D) In compliance with a Writ of Habeas Corpus;
- (E) For interviews by Contracting Agency's inmate's attorney or member of that agency's Police Department; or
- (F) If the inmate has served their sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- (G) For other scheduled court appearance, including those for which they are not being held; or
- (H) For medical care and court ordered evaluations.

ARTICLE 5 - PAYMENT PROCEDURES

5.1 Invoice Submission

Lynnwood shall submit monthly invoices to the Contracting Agency for jail services rendered. Invoices shall include the number of contracted Inmates, the duration of their stay, medical services, and any corresponding charges or fees.

5.2 Payment Terms

Payments for jail services provided under this Agreement shall be due within thirty (30) calendar days of issuance of the monthly electronic invoice. Late payments may accrue interest at a rate of 3% per month.

5.3 Records

Each Party may request verification of records to validate charges.

ARTICLE 6 - INSURANCE

6.1 Liability Insurance

Lynnwood shall maintain appropriate liability insurance coverage to protect against claims arising out of the provision of jail services. The Contracting Agency shall maintain liability insurance covering its employees and agents involved in the transportation and transfer of Agency Inmates.

ARTICLE 7 - INDEMNIFICATION

7.1 Defense and Indemnification

Lynnwood shall indemnify and hold harmless the Contracting Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Lynnwood its officers, agents, and employees, or any of them relating to or arising out of services performed pursuant to this Agreement. In the event any such suit based upon such a claim, action, loss, or damages is brought against the Contracting Agency. Lynnwood shall defend the same at its sole cost and expense; provided that Contracting Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Contracting Agency, and its officers, agents, and employees, or any of them, or jointly against the Contracting Agency and Lynnwood and their respective officers, agents, and employees, or any of them, the City of Lynnwood shall satisfy the same.

The Contracting Agency shall indemnify and hold harmless Lynnwood and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission Contracting Agency, its officers, agents, and employees, or any of them relating to or arising out this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against Lynnwood, the Contracting Agency shall defend the same at its sole cost and expense; provided that Lynnwood reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Lynnwood, and its officers, agents, and employees, or any of them, or jointly against Lynnwood and the Contracting Agency and their respective officers, agents, and employees, or any of them, the Contracting Agency shall satisfy the same.

Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Liability Related to Contracting Agency Ordinances, Policies, Rules, and Regulations

In executing this Agreement, LYNNWOOD does not assume liability or responsibility for or in any way release the Contracting Agency from any liability or responsibility which arises in whole or in part from the existence or effect of Contracting Agency's ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Contracting Agency ordinance, policy, rule or regulation is at issue, Contracting Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Contracting Agency, Lynnwood or both, Contracting Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Article 8 - CONDITIONS OF ACCEPTANCE OF CONTRACTING AGENCY INMATES

8.1 Conditions

Lynnwood shall provide services to the Contracting Agency subject to the conditions set forth in this section. Should Lynnwood Jail, in its sole discretion, decline to accept or retain custody of a Contracting Agency Inmate for any of the reasons identified in this Agreement, the Lynnwood Jail shall notify the arresting officer in person or the Contracting Agency's law enforcement agency of the non-acceptance and the reason for the non-acceptance.

Acceptance of a Contracting Agency Inmate into the Lynnwood Jail shall be conditioned upon the following:

8.2 Obligation to Abide by Policies and Procedures

The Contracting Agency, its officers, employees, and agents shall follow all Lynnwood Jail policies and procedures.

8.3 Documentation for Legal Basis for Confinement

Absent proper documentation providing a legal basis for confining the Contracting Agency's Inmate, Lynnwood will have no obligation to receive said Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, a probable cause statement from the arresting officer and/or properly completed criminal citation.

8.4 Healthcare Clearance

The Lynnwood Jail will have no obligation to receive into custody or retain custody of a Contracting Agency Inmate absent a determination, on an ongoing basis, by Jail medical staff that the Contracting Agency's Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the Lynnwood Jail's Police Administrator, or their designee, shall have final authority to determine whether a Contracting Agency Inmate is medically and/or psychiatrically fit for Jail.

8.5 Population Limits

The Lynnwood Jail shall have the right to return the Contracting agency's Inmates back to the Contracting Agency's custody if the Jail reaches the Maximum Allowable Population Level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The MAPL applies to the overall number of inmates but may also be applied to specific populations of inmates (i.e. security level, medical need, mental health need, etc.). The Lynnwood Chief of Police, or their designee, shall determine, in their sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached, and Lynnwood determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (A) Inmates from out-of-County jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the Lynnwood Jail; then
- (B) Inmates from in-County jurisdictions, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the Lynnwood Jail; then
- (C) Inmates confined on Lynnwood charges or commitments.

The Lynnwood Jail Manager shall have final authority on MAPL reduction measures, and in the event the Lynnwood Jail determines that the Contracting Agency Inmate(s) shall be removed from the Jail according to this priority schedule, the Lynnwood jail will provide seventy-two (72) hours' notice to remove Contracting Agency Inmates.

8.6 Earned Early Release

Lynnwood will release the Contracting Agency Inmate(s) in accordance with applicable statutes governing the calculation of jail commitments, including with respect to earned release time pursuant to Chapter 9.94A.729 RCW and Chapter 9.92.151 RCW.

ARTICLE 9 – PAYMENT FOR SERVICES

9.1 Proportional Billing

Lynnwood employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A, and incorporated herein by this reference, is an explanation of Lynnwood's proportional billing practices. Commensurate with these practices, the Contracting Agency shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 10 below, for a contracted Inmate under either of the following circumstances:

- (A) The Contracting Agency Inmate (a) is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by that Contracting Agency's municipal or district court, (b) is not being held on any active Contracting Agency felony charge, and (c) cannot be removed by a federal agency without regard to local charges; OR
- (B) The Contracting Agency Inmate is being held (a) on criminal misdemeanor or gross misdemeanor charge(s) (whether formally arraigned) or on a warrant or court order issued by that Contracting Agency's municipal court, and (b) by the State of Washington for violation of the Offender

Accountability Act, and the Contracting Agency has declined to transfer custody to the State of Washington.

ARTICLE 10 – FEES AND COSTS

10.1 Definitions

Booking: means the act of registering, screening, and examining inmates for confinement in the Jail.;

Administrative Booking, pursuant to Section 4.10, means the act of inventorying and safekeeping inmates' personal property, maintaining all computerized records of arrest, performing warrant checks, and all other activities associated with processing an inmate for confinement.

The rates and fees are as follows:

10.2 Daily Housing Rate

In consideration of the jail services provided by the Lynnwood Jail, the Contracting Agency agrees to pay a daily housing rate of \$198.00 per agency Inmate per day. This rate shall cover the cost of incarceration, including but not limited to accommodation, meals, visitation, electronic media, communication, and basic medical services.

10.3 Booking Fee

The Contracting Agency shall pay a one-time booking fee of \$100 for each contracting Inmate who undergoes the administrative booking process. This fee is intended to cover the administrative costs associated with intake screening, medical screening, re-entry services, and scheduling wellness exams when admitting contracting Inmates into the Jail.

10.4 Advanced Medical Treatment

Advanced Medical Treatment is any treatment requiring additional medical visits beyond screening, medication, or scheduled wellness checks. Each Contracting Agency Inmate requiring medical care in addition to, or beyond the scope of care provided by in-facility contracted medical services will be contacted and/or billed per section 4.6.

10.5 Video Court Fee

The Contracting Agency may elect to have its inmates attend court proceedings remotely for an additional \$100 fee for each court calendar scheduled under Section 4.7. This fee shall cover attendance for scheduled video court hearings, inmate movement, and security unless the contracting agency elects to transport their inmates to and from court through scheduled borrow out requests. Agencies transporting their housed inmates to and from court do not incur an additional fee.

10.6 Invoicing and Payment

The Lynnwood Jail shall provide the Contracting Agency with monthly invoices detailing the number of Contracting Agency Inmates, the duration of their stay, and the corresponding charges. Payment by the Contracting Agency for services rendered under this Agreement shall be made within thirty (30) calendar days of issuance of electronic invoice.

Should the Parties renew this Agreement beyond December 31, 2026, additional annual increases shall be calculated pursuant to Section 10.7.

10.7 Rate increases

Beginning January 1, 2026, the Booking Fees and Daily Housing Rates listed in Sections 10.2 and 10.3 shall increase on January 1st of each calendar year during the term of this Agreement. The Lynnwood Jail shall provide the Contracting Agency notice of the Booking Fee and Daily Housing Rate increase by July 1st of each preceding year.

ARTICLE 11 – TERMINATION FOR CONVENIENCE, DEFAULT, AND REMEDIES

11.1 Termination for Convenience

Either Party may terminate this Agreement for convenience upon providing written notice to the other Party at least thirty (30) calendar days prior to the intended termination date.

11.2 Default

If either Lynnwood or the Contracting Agency fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing Party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.3 Remedies

In the event of a Party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 12 above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the Contracting Agency fails to make payment on an outstanding invoice within the time to cure and Contracting Agency Jail has not disputed the invoice as provided in Section 10.6, the Contracting Agency shall have no further right under this Agreement to deliver custody to or otherwise house Contracting Agency Inmates at the Jail and shall, at the Lynnwood Jail's request, remove all Contracting Agency Inmates from the Jail within seventy two (72) hours . Thereafter, the Lynnwood Jail may, in its sole discretion, accept Contracting Agency Inmates to the Jail if all outstanding invoices are paid.

ARTICLE 12 – EARLY TERMINATION

12.1 Lack of Funding

In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by Lynnwood immediately by delivering written notice to the Contracting Agency. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Calculation of Costs Due Upon Early Termination

Upon early termination of this Agreement as provided in this Section 12.1, the Contracting Agency F shall pay the Lynnwood Jail for all Services performed up to the date of termination. Lynnwood shall notify the Contracting Agency within thirty (30) calendar days of the date of termination of all remaining costs. No payment shall be made by the Contracting Agency for any expense incurred or services performed following the effective date of termination unless authorized in writing by that agency.

ARTICLE 13 - DISPUTE RESOLUTION

In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

ARTICLE 14 – NOTICES

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

ARTICLE 15 - MISCELLANEOUS

15.1 Entire Agreement: Amendment

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver

A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor

Lynnwood will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Contracting Agency. Lynnwood shall be solely responsible for control, supervision, direction, and discipline of its personnel, who shall be employees and agents of Lynnwood and not the Contracting Agency. Lynnwood has the express right to direct and control Lynnwood's activities in providing the Services in accordance with the specifications set out in this Agreement. The Contracting Agency shall only have the right to ensure performance.

15.10 o Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.

15.11 No Separate Entity Necessary

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

15.13 No Third-Party Beneficiaries

This Agreement and each and every provision hereof is for the sole benefit of the Contracting Agency and Lynnwood. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure

In the event either Party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that Party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SIGNATURES

City of EVERETT

By: _____

Printed: Cassie Franklin

Title: Mayor

Date:

City of LYNNWOOD

By:  _____

Printed: Christine Frizzell

Title: Mayor

Date: 12/16/2024

Attest:

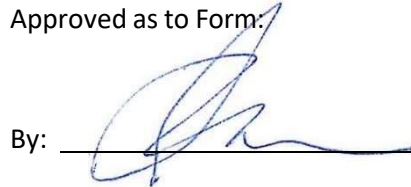
By: _____

Printed:

Title:

Date:

Approved as to Form:

By:  _____

Printed: Lisa Marshall

Title: City Attorney

Date: 12/16/2024

Attest:

By:  _____

Printed: Luke Lonie

Title: City Clerk

Date: 12/16/2024

EXHIBIT A

Proportionate Billing

The City of Lynnwood uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the City of Lynnwood shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the City of Lynnwood for determining the billable charges and responsible jurisdictions is outlined below and references the City's billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

- If there is one confirmed misdemeanor charge from one jurisdiction, invoice 100% of cost to that jurisdiction. If there are more than one confirmed misdemeanor charges from more than one jurisdiction, invoice each jurisdiction in equal shares.
- If a jurisdiction has multiple confirmed open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process.

Example: If City A has one confirmed open misdemeanor and City B has two confirmed open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.

Drop jurisdictions with closed charges.

Example: The City of X has one open misdemeanor charge, and the City of Y has one open misdemeanor charge. If City Y's charge is closed, City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.



City Council Agenda Item Cover Sheet

Project title: Partial Release of Covenant for Parking

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 7/16/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Partial Release of Covenant
for Parking

Department(s) involved:

Facilities/Real Property
Permit Services
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Partial Release of Covenant for Parking

Partner/Supplier: Everett QOZ Project, LLC

Location: 2720 Rockefeller Avenue

Preceding action: January 13, 2021 – Covenant for Parking Granted

Fund: N/A

Fiscal summary statement:

No monetary consideration.

Project summary statement:

In May 2021, the city granted a permit for the construction of the Nimbus Apartments at 2701 Rockefeller Avenue. However, the building site was insufficient to accommodate the project's total parking requirements entirely on-site. To address this, the developer constructed an off-site parking lot across the street at 2720 Rockefeller Avenue to provide the necessary additional parking spaces. This off-site parking was permitted, but it required the developer to record a Covenant for Parking that linked and restricted the use of the new parking lot to only the Nimbus Apartments.

The off-site parking was built on property that adjoins the north side of the historic old YMCA building. However, the original Covenant for Parking, which was intended to encumber only the land on which the new parking facility was built, inadvertently also included the land under the old YMCA in its legal description. The Partial Release corrects this by releasing the land under the old YMCA from the Covenant for Parking while retaining the Covenant on just the parking lot.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Partial Release of Covenant for Parking.

WHEN RECORDED, RETURN TO:

City of Everett -
802 E. Mukilteo Blvd.,
Everett, WA 98203
Attn: Real Property Manager

Document Title	Partial Release of Covenant for Parking
Reference Number of Related Document	AFN: 202101150519
Grantor	Everett QOZ Project, LLC
Grantee	City of Everett, a municipal corporation of the State of Washington
Legal Description	Lots 17-21, inclusive, Block 626, Plat of Everett, according to the Plat thereof Recorded in Volume 3 of Plats, Page 32, Records of Snohomish County Washington. Situate in the County of Snohomish, State of Washington
Tax Parcel Numbers	

PARTIAL RELEASE OF COVENANT FOR PARKING

This Partial Release of Covenant for Parking (this “***Partial Release***”) is made as of this _____ day of _____, 2025 by **Everett QOZ Project, LLC** (“***Grantor***”), and the City of Everett, a municipal corporation of the State of Washington (the “***City***” or “***Grantee***”) (each a “***Party***” and together the “***Parties***”).

RECITALS

A. The City and Grantor are parties to the Covenant for Parking recorded under Snohomish County recording number 202101150519 (the “***Covenant***”). All capitalized terms used and not otherwise defined in this Amendment shall have the same meaning as in the Covenant.

B. The following Property is subject to the Covenant:

LOTS 17-26, INCLUSIVE, BLOCK 626, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

This property is referred to herein as the “***Property***.”

C. The Parties have determined that the following Property should be released from the Covenant:

LOTS 17-21, INCLUSIVE, BLOCK 626, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

This portion of the Property to be released is referred to herein as the “***Released Property.***”

D. The purpose of this Partial Release is to release the Released Property from the Covenant. This means that Lots 17-21 will be released from the Covenant, and Lots 22-26 will remain subject to the Covenant.

PARTIAL RELEASE

The Released Property is hereby released from the Covenant and is no longer subject to the Covenant. This Partial Release does not release any Property other than the Released Property. All Property not Released Property remains subject to the Covenant and the Covenant remains in full force and effect with respect to such Property.

[Signatures on following pages.]

GRANTOR:

By: _____

Name: _____

Title: _____

Date: _____

[illegible]

On this day personally appeared before me _____, to me known to be the _____ of _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of such _____, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of such _____.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires _____.

CITY:

City of Everett,
a Washington municipal corporation

By: _____

Cassie Franklin, Mayor

ATTEST

Office of the City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____, to me known to be the _____ of the City of Everett, the municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires _____.



City Council Agenda Item Cover Sheet

Project title: Partial Release of Declaration of Covenant for Inspection and Maintenance of Stormwater BMPS

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 7/16/2025
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Partial Release of Declaration of Covenant

Department(s) involved:

Facilities/Real Property
Permit Services
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Partial Release of Declaration of Covenant

Partner/Supplier: Everett QOZ Project, LLC

Location: 2720 Rockefeller Avenue

Preceding action: January 4, 2023 – Declaration of Covenant Granted to City

Fund: N/A

Fiscal summary statement:

No monetary consideration.

Project summary statement:

In May 2021, the city granted a permit for the construction of the Nimbus Apartments at 2701 Rockefeller Avenue. However, the building site was insufficient to accommodate the project's total parking requirements entirely on-site. To address this, the developer constructed an off-site parking lot across the street at 2720 Rockefeller Avenue to provide the necessary additional parking spaces. This off-site parking was permitted, but it required the developer to record a Covenant for Inspection and Maintenance of Stormwater BMPS that grants the city access to inspect the on-site stormwater facilities and requires their ongoing maintenance.

The off-site parking was built on property that adjoins the north side of the historic old YMCA building. However, the original Covenant for Inspection and Maintenance of Stormwater BMPS, which was intended to encumber only the land on which the new parking facility was built, inadvertently also included the land under the old YMCA in its legal description. The Partial Release corrects this by releasing the land under the old YMCA from the Covenant while retaining the Covenant on just the parking lot.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Partial Release of Declaration of Covenant for Inspection and Maintenance of Stormwater BMPS.

WHEN RECORDED, RETURN TO:

City of Everett -
802 E. Mukilteo Blvd.,
Everett, WA 98203
Attn: Real Property Manager

Document Title	Partial Release of Declaration of Covenant
Reference Number of Related Document	AFN: 202305020106
Grantor	Everett QOZ Project, LLC
Grantee	City of Everett, a municipal corporation of the State of Washington
Legal Description	Lots 17-21, inclusive, Block 626, Plat of Everett, according to the Plat thereof Recorded in Volume 3 of Plats, Page 32, Records of Snohomish County Washington. Situate in the County of Snohomish, State of Washington
Tax Parcel Numbers	00439162601700; 00439162602200

PARTIAL RELEASE OF DECLARATION OF COVENANT

This Partial Release of Covenant (this “***Partial Release***”) is made as of this ____ day of _____, 2025 by **Everett QOZ Project, LLC** (“***Grantor***”), and the **City of Everett**, a municipal corporation of the State of Washington (the “***City***” or “***Grantee***”) (each a “***Party***” and together the “***Parties***”).

RECITALS

A. The City and Grantor are parties to the Declaration of Covenant recorded under Snohomish County recording number 202305020106 (the “***Covenant***”). All capitalized terms used and not otherwise defined in this Amendment shall have the same meaning as in the Covenant.

B. The following Property is subject to the Covenant:

LOTS 17-26, INCLUSIVE, BLOCK 626, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

This property is referred to herein as the “***Property***.”

C. The Parties have determined that the following portion of the Property should be released from the Covenant:

LOTS 17-21, INCLUSIVE, BLOCK 626, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

This portion of the Property to be released is referred to herein as the “***Released Property.***”

D. The purpose of this Partial Release is to release the Released Property from the Covenant. This means that Lots 17-21 (Snohomish County Parcel ID Number 00439162601700) will be released from the Covenant, and Lots 22-26 (Snohomish County Parcel ID Number 00439162602200) will remain subject to the Covenant.

PARTIAL RELEASE

The Released Property is hereby released from the Covenant and is no longer subject to the Covenant. This Partial Release does not release any Property other than the Released Property. All Property not Released Property remains subject to the Covenant and the Covenant remains in full force and effect with respect to such Property.

[Signatures on following pages.]

GRANTOR:

By:_____

Name: _____

Title: _____

Date: _____

[illegible]

On this day personally appeared before me _____, to me known to be the _____ of _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of such _____, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of such _____.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires _____.

CITY:

City of Everett,
a Washington municipal corporation

By: _____

Cassie Franklin, Mayor

ATTEST

Office of the City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me _____, to me known to be the _____ of the City of Everett, the municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires _____.



City Council Agenda Item Cover Sheet

Project title: Professional Services Agreement for Right of Way easement and acquisition support

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/16/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Public Works, Legal, Admin

Contact person:

Ryan Sass

Phone number:

425.257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Right of Way and Easement support

Partner/Supplier: Kimley-Horn and Associates, Inc.

Location: Various locations

Preceding action: N/A

Fund: 401 Water and Sewer Utility

Fiscal summary statement:

This professional services agreement for right of way easement and acquisition support will be funded from the existing Fund 401 budget. The work will be performed on an hourly basis for an amount not to exceed \$170,000.

Project summary statement:

Public Works acquires and maintains right of way and easement for our public infrastructure. This includes many miles of easements for our Water Transmission Line corridors that allow for transporting drinking water from our Water Filtration Plant (WFP) to our wholesale customers and in-city distribution network.

This professional services agreement provides support to acquire additional easements where needed and to update older easements to modern easement terms. Maintaining the easements for our Water Transmission Line corridors is an essential part of Everett's water system in providing drinking water for approximately 670,000 Snohomish County residents.

This agreement also provides for additional on-call public right of way and easement support services on a task order basis.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of \$170,000 for right of way easement and acquisition support services.



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	Kimley-Horn and Associates, Inc.
	2828 Colby Avenue, Suite 200 Everett WA 98201
	Faith.Roland@kimley-horn.com
City Project Manager	Ryan Sass
	City of Everett – Public Works & Utilities 3200 Cedar St Everett, WA 98201
	rsass@everettwa.gov
Brief Summary of Scope of Work	Right of Way easement and acquisition support
Completion Date	December 31, 2026
Maximum Compensation Amount	\$170,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Greyline COI Specialist
	770.552-4225
	greylingcerts@greyling.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Yes If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: N/A - Service Provider has 25 or more employees “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.
Additional Provisions	The first sentence of Section 10 of the General Provisions is revised as follows, with underlined text added: “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 <u>wrongful</u> 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.”

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**

KIMLEY-HORN AND ASSOCIATES, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Lincoln

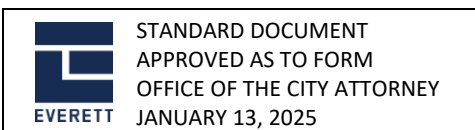
Signer's Email Address: brad.lincoln@kimley-horn.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

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

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

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

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

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

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

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

13. **Independent Contractor.**

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

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

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

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

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.1.13.25)**

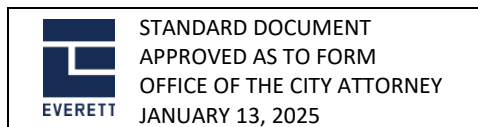


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Task One – Right of Way acquisition and support

1.1 Acquire up to eight missing easement sections along the north Water Transmission Line northern corridor, per maps, R/W plans, and legal descriptions provided by City.

- Consultant to provide appraisal waiver valuation recommendations to City or recommend independent appraisal firm and manage appraisal task to establish fair market value for the required easements.
- City to contract and pay for appraisal services if required.
- City to establish just compensation.
- Consultant to draft offer documents based on City's establishment of just compensation, using City standard templates, present offers to property owners, negotiate in good faith and recommend administrative actions to reach agreement with the property owners.
- Consultant to facilitate payments to property owners and recording of any new easements. City to make payments direct to property owners for compensation of acquired easements. City to reimburse consultant direct for any recording cost, notary fees or other direct costs to process easement closing.

1.2 Analyze and inventory existing easements along south Water Transmission Line Corridor, per maps and right of way plans provided by the City.

- Copies of current easements and/or title reports to be provided by the City to Consultant.

1.3 Recommend updates to easement template for easements identified in tasks 1.1 and 1.2. Provide workplan for negotiations to secure additional easements or to supplement existing easements, along the south Water Transmission Line Corridor.

- Future work authorization for 1.3 will be determined by City and Consultant, following cost estimate and analysis of inventory of existing easements along the southern alignment.

Task Two – On-call Real Property and Right of Way professional services for Public Works & Utilities. Work under this task shall be individually authorized by task order by Everett Public Works & Utilities on a per task basis.

2.1 Real Property and Right of Way on-call services as authorized and defined by task order

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
Faith A. Roland	Sr. Project Manager/Contract Manager	\$350.00
Jenifer Olsen	Sr. Right of Way Manager	\$235.00
Jessica Wall	Admin/ROW Tech	\$130.00
Cormac Arroyo	Accounting	\$130.00
Sara Tannahill	Engineer	\$350.00
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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



City Council Agenda Item Cover Sheet

Project title: CorVel Enterprise Comp Inc. Amendment 4 to renew worker's compensation administrative services.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 07/16/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

CorVel Enterprise Comp Inc.
Amendment 4

Department(s) involved:

HR

Contact person:

Kandy Bartlett

Phone number:

425-257-8706

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: CorVel Enterprise Comp, Inc. Amendment 4

Partner/Supplier: CorVel Enterprise Comp, Inc.

Location: N/A

Preceding action: Amendment 3 approval by Council on [08/31/2022](#)

Fund: 503 (Self-Insurance Fund)

Fiscal summary statement:

Exhibit B of Amendment No. 4 to the professional services agreement outlines the schedule of fees for claims and managed care.

- Fund: 503 (Self-Insurance Fund)
- Expenditure amount: 3% increase to existing contract
- Amount budgeted: \$431,375

Project summary statement:

The City selected CorVel corporation for worker's compensation administration services in 2018 through an RFP process. CorVel has continued to deliver on their administration services including claims management, customer service, compliance and reporting, and employee support.

Recommendation (exact action requested of Council): Authorize the mayor to sign CorVel Enterprise Comp Inc. Amendment 4 to renew worker's compensation administrative services.

**AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND CORVEL ENTERPRISE COMP, INC.**



This Amendment is dated for reference purposes July 1, 2025, by and between CorVel Enterprise Comp, Inc. ("CorVel") and City of Everett, WA ("Customer").

WHEREAS, CorVel and Customer entered into the Professional Services Agreement as of June 13, 2018, as amended (the "Agreement") pursuant to which CorVel agreed to provide Customer certain third party claims administration and bundled managed care services;

WHEREAS, CorVel and Customer each desire to amend the Agreement to revise the parties' contractual arrangement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

- A. The term of the Agreement is extended so that the Agreement expires on June 30, 2028. After that date, the Agreement will not automatically renew.
- B. Effective July 1, 2022, Exhibit B of the Agreement is replaced by the attached Exhibit B (Fees). The pricing for each year of services is described in the attached Exhibit B (Fees)

All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment will be deemed to be effective on July 1, 2022, regardless of the actual dates of signatures of the parties. Execution and delivery of this Amendment by a party shall be legally valid and effective through any of the following: (i) executing and delivering a paper copy, (ii) execution and/or transmittal by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email in pdf format or other electronically scanned format. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, CorVel and Customer have caused this Amendment to be executed by the persons authorized to act in their respective names.

CITY OF EVERETT, WA

CORVEL ENTERPRISE COMP, INC.

By: _____

By: _____

Print Name: Cassie Franklin

Print Name: _____

Title: Mayor

Title: _____

Date Signed: _____

Date Signed: _____

EXHIBIT B

1) Fees during the Renewal Term effective July 1, 2025 through June 30, 2028 as follows:

Workers' Compensation Claims Administration

	Year 1	Year 2	Year 3
Description	Pricing		
Life of Contract Flat Annual Fee Up to 90 Indemnity & 100 Medical Only Claims Annually Per claim Fee after maximum number of claims:	\$119,326	\$122,906	\$126,593
Medical-Only	\$178	\$183	\$189
Indemnity (All Other States)	\$1,304	\$1,343	\$1,383
Employer's Liability	\$1,304	\$1,343	\$1,383

¹ Alaska claims will incur a 2 year file handling fee as listed above. If a file remains open after two years, the fees will be charged again.

¹ CorVel Healthcare Corporation's managed care services must be used for all claims administered by CorVel.

² Claim fee applies to AOS with the exception of premium states (CA, HI, AK, NY, TX and FL).

Program Management

Description	Pricing		
Data Conversion - Per Data Source	Waived	Waived	Waived
Administration Fee - Per Annum ¹	\$14,226	\$14,653	\$15,092
Implementation Fee - One Time Fee	Waived	Waived	Waived
CareMC Access - Per Annum ² First 6 Full Access Users Each User over 6 - Per User, Per Year	Included \$1,050	Included \$1,082	Included \$1,114
State Fund Oversight (OH, WA)	50% of standard fees, based on service level	50% of standard fees, based on service level	50% of standard fees, based on service level

¹ Includes Assistance with Self-Insured Data for State Reports, State Statistical Reporting & All State Filing Requirements

² Includes Executive Dashboard, Claim Details, Claims Summary Screen & Claims Reporting

Account Management and Technical Support

Description	Pricing		
Account Management Staff	Included	Included	Included
Electronic Data Transmission - (Per Month, Based on Frequency)			
Monthly File	\$263	\$270	\$278
Weekly File	\$630	\$649	\$668
Daily File	\$2,100	\$2,163	\$2,228
Training – Onsite and Online	Included	Included	Included
Technical Support	Included	Included	Included
State EDI Files	Included	Included	Included
Monthly Reporting	Included	Included	Included

Ad hoc Report Programming - Per Hour	\$210	\$216	\$223
Communication Materials/Posters	Pass through printing cost	Pass through printing cost	Pass through printing cost
Annual Banking Fees Additional Account(s) - Per Account	One account included \$1,060	One account included \$1,092	One account included \$1,125
Carrier TPA Oversight Fees ¹	Bill from Carrier to Client	Bill from Carrier to Client	Bill from Carrier to Client

¹ Fees charged by the carrier (Oversight fees, Tail Claim transfer / takeover fees, etc.) are the responsibility of the client and will be billed directly to the client by the carrier or by CorVel should CorVel be invoiced for such fees.

Intake and Immediate Intervention Services

Description	Pricing		
Claim Intake (includes one FNOL distribution) - Per Intake	\$36	\$37	\$38
Incident Only Reporting - Per Incident	\$36	\$37	\$38
Advocacy 24/7 - Per Call	\$105	\$108	\$111
Telehealth Services	Fee Schedule or U&C value by CPT code	Fee Schedule or U&C value by CPT code	Fee Schedule or U&C value by CPT code

Allocated Expense Fees

Legal Services

Description	Pricing		
Subrogation	25% of Recoveries	25% of Recoveries	25% of Recoveries
Legal Bill Auditing ¹	2.5% of gross legal charges reviewed	2.5% of gross legal charges reviewed	2.5% of gross legal charges reviewed
Indexing and OFAC Compliance - Per Index	\$21	\$22	\$22

¹ Fees will never exceed the savings generated

Bill Review Services

Description	Pricing		
Bill Review: Includes Standard Fee Schedule and UCR - Per Bill ^{1,2}	\$10.88	\$10.88	\$10.88
+ Network Solutions Includes: ² Clinical Review, Implant Analysis, Line Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation	27% of Savings	27% of Savings	27% of Savings
Minimum Transaction Fee ²	\$7.86	\$7.86	\$7.86
State EDI, Scanning/OCR, Initial 1099 Provider Notification Letter	Included	Included	Included
Texas Non-HCN Medical Bills - Per Bill	\$30.00	\$30.90	\$31.83

¹ Includes bill intake, document imaging, file upload, state EDI's, and initial 1099 provider notification

letters.

² Minimum transaction fee (MTF) per bill transaction. Applied per transaction if all other applicable fees do not meet the minimum transaction fee. Applies to all transactions, including but not limited to, Specialty Bills, Duplicate Bills and bills sent for Re-consideration or Re-evaluation. There is a maximum bill review transaction fee of \$15,000.

Patient Management

Description	Pricing		
Telephonic Case Management, Field Case Management and Return to Work Coordinator - Per Hour			
Alaska, California, Hawaii and New York	\$172	\$177	\$182
All Other States ^{1,2}	\$140	\$144	\$148
Vocational Rehabilitation - Per Hour	\$199	\$205	\$212
Specialty Services (Catastrophic, Life Care Plan, Medicare Conditional Payments, Medicare Set Asides, Bilingual, Critical Incident Stress Debriefing (CISD)) - Per Hour	\$263	\$271	\$280
Nurse Utilization Review - Per Review	\$173	\$178	\$183
Physician Utilization Review - Per Review	\$289	\$297	\$306
UR Authorization Only (Adjuster Review) - CA - Per Review	\$42	\$43	\$45
Care Advocate - Per Claim	\$58	\$59	\$61

¹ Fee applies to all States with the exception of premium states (CA, HI, AK, and NY).

² Statutory rates supersede if applicable.

Prevailing IRS Mileage Rate applies.

Each invoice for Case Management Services shall have an additional professional service fee of \$40.95 billed to Customer.

Pharmacy Solutions

Description	Pricing		
Retail Pharmacies			
Brand	AWP -10% + \$3.00 dispensing fee	AWP -10% + \$3.00 dispensing fee	AWP -10% + \$3.00 dispensing fee
Generic	AWP -35% + \$3.00 dispensing fee	AWP -35% + \$3.00 dispensing fee	AWP -35% + \$3.00 dispensing fee
Mail Order			
Brand	AWP -13% + \$1.50 dispensing fee	AWP -13% + \$1.50 dispensing fee	AWP -13% + \$1.50 dispensing fee
Generic	AWP -45% + \$1.50 dispensing fee	AWP -45% + \$1.50 dispensing fee	AWP -45% + \$1.50 dispensing fee

Pharmacy Solutions continued

Description	Pricing		
Clinical Modeling	Included	Included	Included
Integration of Pharmacy Data	Included	Included	Included
Dynamic Calculation/Display in Care ^{MC}	Included	Included	Included
Pharmacy Interventions	Included	Included	Included
Certified Pharmacy Technician	Included	Included	Included
Rx Nurse	Case Management hourly rate	Case Management hourly rate	Case Management hourly rate
Nurse Management			
Pharmacy Review - Per Review	\$394	\$406	\$418
Cognitive Behavioral Therapy - Per Hour	\$263	\$270	\$278
Medication Review - Per Hour	\$263	\$270	\$278
Drug Testing/Monitoring	State Fee Schedule	State Fee Schedule	State Fee Schedule
Pharmacogenomic Testing Service	\$1,200	\$1,236	\$1,273
NY PAR Admin Fee- Per Review	\$15	\$15	\$16
NY PAR Level 1 Clinical Decisions - Per Review	\$85	\$88	\$90

Specialty Network Services

Description	Pricing		
Medical Imaging Services	Varies by State and Diagnostic	Varies by State and Diagnostic	Varies by State and Diagnostic
Independent Medical Exam	See Current IME/Peer Fee Schedule	See Current IME/Peer Fee Schedule	See Current IME/Peer Fee Schedule
Physical and Occupational Therapy	Varies by State	Varies by State	Varies by State
Durable Medical Equipment	Varies by State and Equipment	Varies by State and Equipment	Varies by State and Equipment
Transportation	Varies by State and Service	Varies by State and Service	Varies by State and Service
Translation	Varies by State and Service Level	Varies by State and Service Level	Varies by State and Service Level

Medicare Agent Reporting

Description	Pricing		
Set up and engagement	Waived	Waived	Waived
Monthly Maintenance	\$1,000	\$1,030	\$1,061
Quarterly Reporting	Included	Included	Included

The above pricing per claim is based on handling of all claims that occur and are reported during the agreement period. If life of contract pricing is selected, claims will be handled until closed or until the end of the agreement period, whichever comes first. If life of claim pricing is selected, claims will be handled until closed. Rates on claims that occur outside of the United States are subject to alternative pricing to be discussed prior to start of the contract.

Any service not identified in this proposal will be provided at a later time.

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: _____



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 7-16-25
NAME (required): Michelle Pandrignos
CITY (required): Everett ZIP (required): 98201
EMAIL (optional): mpandrignos@gmail.com PHONE (optional): 206-303-0723
DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Charles Park Dog Park



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 7/16/25

NAME (required): JOSEF STREMECK

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

THE ROLE OF THE EVERETT POLICE DEPARTMENT

RE REGARDING COOPERATION WITH FEDERAL AGENCIES