

## SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This second amendment to the Professional Services Agreement (“**Amendment**”) is effective September 1, 2025 (“**Amendment Effective Date**”), by and between Alliant Insurance Services, Inc. (“**Service Provider**”) and the City of Everett (the “**City**”). Service Provider and the City may be referred to in the singular as a “**Party**” and together as the “**Parties**.”

WHEREAS, the Parties entered into that certain Professional Services Agreement, effective September 1, 2019, and subsequently amended on September 1, 2022 (collectively the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement and update the compensation for Services under the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** Capitalized words not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement.

2. **Amendment of Agreement.**

- A. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. **Term.** Unless terminated in accordance with this Section 5, this Agreement will commence as of September 1, 2019, and will continue until September 1, 2028.

- B. The following is added to Section 4(B) of the Agreement:

- For the period from September 1, 2025, through August 31, 2026, the City shall pay Service Provider an annual fee of \$100,000, payable in twelve monthly installments of \$8,333.33, in exchange for the Services.

- For the period from September 1, 2026, through August 31, 2027, the City shall pay Service Provider an annual fee of \$103,000, payable in twelve monthly installments of \$8,583.33, in exchange for the Services.

- For the period from September 1, 2027, through August 31, 2028, the City shall pay Service Provider an annual fee of \$106,090, payable in twelve monthly installments of \$8,840.83, in exchange for the Services.

3. **Representation and Warranties.** Each Party represents and warrants to the other Party as follows:


- A. The execution and delivery of this Amendment and the performance by such Party of its obligations hereunder have been duly authorized by all necessary action on the part of such Party; and
- B. This Amendment constitutes the valid and binding obligation of such Party in accordance with its terms.

4. **No Other Changes; Conflict of Terms.** Except as set forth in this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the Amendment will control.

5. **Counterparts; Electronic Signatures.** This Amendment may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument. The Parties acknowledge and agree that this Amendment may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, "electronic signature" will include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF or email) of an original signature.

**SO AGREED:**

**City of Everett, Washington**

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

Printed Name: Cassie Franklin

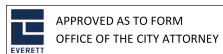
Title: Mayor

**Alliant Insurance Services, Inc.**

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

Printed Name: Britt Wooldridge

Title: Consultant



Attest:













# Alliant\_Insurance\_Services\_Amendment\_2\_08.27.25


Final Audit Report

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 Agreement completed.

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