



# EVERETT

WASHINGTON

## **Everett City Council Preliminary Agenda** **6:30 p.m., Wednesday, September 3, 2025** **City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: August 27, 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 \$1,339,361.83 For The Period Ending August 16, 2025, Through August 22, 2025.

Documents:

[RES\\_CLAIMS PAYABLE 08.22.25.PDF](#)

(2) Authorize Staff To Apply For And If Awarded Authorize The Mayor To Sign All Necessary And Required Documents To Accept The Emergency Management Performance Grant In The Amount Of \$53,150.

Documents:

[EMPG.PDF](#)

(3) Authorize The Mayor To Sign Amendment 1 Of The Everett Station Operations And Maintenance Agreement Between Sound Transit And The City Of Everett (GA 0127-20).

Documents:

[EVERETT STATION OM-GA 0127-20 AMEND NO.1.PDF](#)

(4) Authorize The Mayor To Sign Agreement For Indigent Defense Services (RALJ Public Defender), With Snohomish County Public Defenders Association.

Documents:

[INDIGENT DEFENSE APPEAL SERVICES.PDF](#)

(5) Adopt A Resolution Declaring A 2017 Ford F550 With Altec AT40G Hybrid Electric Manlift Bucket J0161 Surplus And Authorize Its Sale At Public Auction.

Documents:

[RES\\_J0161 2017 FORD F550.PDF](#)

PROPOSED ACTION ITEM:

(6) CB 2508-46 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Riverpoint Outfalls Replacement" Fund 336, Program 049. (3rd & Final Reading 9/17/25)

Documents:

[CB 2508-46.PDF](#)

(7) CB 2508-47 – 1st Reading - Adopt An Ordinance Approving The Appropriations Of The 2025 Revised City Of Everett Budget And Amending Ordinance No. 4099-25. (3rd & Final Reading 9/17/25)

Documents:

[CB 2508-47.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

ACTION ITEMS:

(8) Authorize The Mayor To Sign The Project Labor Agreement For The Port Gardner Storage Facility.

Documents:

[PGSF\\_PROJECT LABOR AGREEMENT.PDF](#)

(9) Authorize The Mayor To Sign All Necessary Documents And Agreements With Snohomish County Regarding The Sex Offender Address And Residency Verification Program Services, Allowing The Everett Police Department To Accept And Utilize The Funds In The Amount Of \$101,000.

Documents:

[2025-2026 RSO ILA\\_CITY OF EVERETT.PDF](#)

(10) CB 2508-45 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Municipal Court Access Control Installation Project", Fund 342, Program 053 To Accumulate All Costs For The Project.

Documents:

[CB 2508-45.PDF](#)

Executive Session

Adjourn

## **PARTICIPATION IN REMOTE COUNCIL MEETINGS**

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

## **AGENDAS, BROADCAST AND RECORDINGS**

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

## **CONTACT THE COUNCIL**

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at [Council@everettwa.gov](mailto:Council@everettwa.gov) or call the Council offices at 425.257.8703.

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



Whereas the claims payable by check against the City of Everett for the period August 16, 2025 through August 22, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

| Fund               | Department               | Amount        |
|--------------------|--------------------------|---------------|
| 002                | General Funds            | 11,528.90     |
| 003                | Legal                    | 131,569.73    |
| 005                | Municipal Court          | 1,180.19      |
| 009                | Misc Financial Funds     | 17,491.26     |
| 010                | Finance                  | 203.95        |
| 021                | Planning & Community Dev | 5,084.80      |
| 024                | Public Works-Engineering | 30,148.02     |
| 026                | Animal Shelter           | 346.40        |
| 030                | Emergency Management     | 84.33         |
| 031                | Police                   | 1,071.00      |
| 032                | Fire                     | 8,896.58      |
| TOTAL GENERAL FUND |                          | \$ 207,605.16 |

| Fund         | Department                 | Amount       |
|--------------|----------------------------|--------------|
| 101          | Parks & Recreation         | 66,909.25    |
| 110          | Library                    | 12,827.06    |
| 112          | Municipal Arts             | 2,500.00     |
| 120          | Public Works - Streets     | 1,117.87     |
| 126          | MV-Equip. Replacement Re:  | 104,899.48   |
| 130          | Develop & Const Permit Fee | 64.58        |
| 145          | Cum Res/ Real Prop Acq.    | 38,080.82    |
| 146          | Property Management        | 14,073.49    |
| 153          | Emergency Med Svc          | 13,511.11    |
| 155          | Capital Reserve Fund       | 204,615.23   |
| 156          | Criminal Justice           | 56,688.13    |
| 162          | Capital Projects Reserve   | 26,345.44    |
| 198          | Comm Dev Block Grants      | 13,496.50    |
| 336          | Water & Sewer Sys Improv I | 31,858.07    |
| 342          | City Facilities Const.     | 84,543.45    |
| 354          | Parks Capital Const.       | 10,700.20    |
| 401          | Public Works-Utilities     | 213,905.69   |
| 402          | Solid Waste Utility        | 2,071.37     |
| 425          | Public Works-Transit       | 6,585.63     |
| 440          | Golf                       | 26,902.19    |
| 501          | MVD - Trans Services       | 66,187.19    |
| 503          | Self-Insurance             | 4,115.00     |
| 505          | Computer Reserve           | 22,520.73    |
| 637          | Police Pension             | 39,144.66    |
| 638          | Fire Pension               | 55,998.53    |
| 661          | Claims                     | 12,095.00    |
| TOTAL CLAIMS |                            | 1,339,361.83 |

### Councilperson introducing Resolution

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

Council President





## City Council Agenda Item Cover Sheet

**Project title:** Emergency Management Performance Grant

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 9/03/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

**Department(s) involved:**

Office of Emergency  
Management

**Contact person:**

Jim Sande

**Phone number:**

425-257-8109

**Email:**

jsande@everettwa.gov

**Initialed by:**

JS

Department head

Administration

Council President

**Project:** 2025 Emergency Management Performance Grant

**Partner/Supplier:** Washington State Military Department

**Location:** NA

**Preceding action:** NA

**Fund:** 030

**Fiscal summary statement:**

Grant award: \$53,150

Financial impact: None

Funding source: Washington State Military Department

**Project summary statement:**

Renewal Grant: Since 2005, the Washington State Military Department has awarded the Emergency Management Performance Grant (EMPG) annually to the Office of Emergency Management to support departmental costs associated with personnel and supplies. The purpose of EMPG is to support jurisdictions through an all-hazards approach to sustaining and enhancing disaster program areas. The primary objective of the grant program is to assist agencies in implementing measures to support a secure and resilient nation. Office of Emergency Management staff salary and benefits are utilized to meet grant match requirements with no additional costs incurred by the City

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

Authorize staff to apply for and if awarded authorize the Mayor to sign all necessary and required documents to accept the Emergency Management Performance Grant in the amount of \$53,150.



## City Council Agenda Item Cover Sheet

**Project title:** Amendment 1 to the Everett Station Operations and Maintenance Agreement between Sound Transit and the City of Everett-(GA 0127-20)

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 9/3/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**  
Yes X No

**PowerPoint presentation:**  
Yes X No

**Attachments:**  
Memorandum of Agreement

**Department(s) involved:**  
Transit

**Contact person:**  
Michael Schmieder

**Phone number:**  
425-257-7761

**Email:**  
mschmieder@everettwa.gov

**Initialed by:**  
*MJS*  
Department head

Administration

Council President

**Project:** Everett Station Operations and Maintenance Agreement

**Partner/Supplier:** Central Puget Sound Regional Transit Authority ("Sound Transit")

**Location:** N/A

**Preceding action:** Council Approval [6/30/2021](#)

**Fund:** N/A

**Fiscal summary statement:**

Sound Transit will compensate the City for the operation and maintenance of the Everett Station according to the scope of services and responsibilities stated in this Agreement in Section 3 and Exhibit C.

**Project summary statement:**

The purpose of this Agreement is to specify the respective responsibilities of the Parties regarding the maintenance and operations of Everett Station related to Sound Transit's regional bus service ("ST Express") and commuter rail service ("Sounder"). This Agreement addresses the associated maintenance costs and the basis for allocation of costs to be borne by each Party.

The purpose of Amendment 1 is to modify the Term of the Agreement from an initial expiration date of December 31, 2025. The Parties now desire to modify the expiration date to December 31, 2026.

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

Authorize the Mayor to sign Amendment 1 of the Everett Station Operations and Maintenance Agreement Between Sound Transit and the City of Everett (GA 0127-20).

**Amendment 1**  
**to**  
**Everett Station Operations and Maintenance Agreement**  
**Between Sound Transit and the City of Everett**  
GA 0127-20

In accordance with **Section 12.15 Amendments** of the Everett Station Operations and Maintenance Agreement (“Agreement”), this Amendment 01 is entered into between the Central Puget Sound Regional Transit Authority (“Sound Transit”), a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW, and the City of Everett, a Washington municipal corporation (“City”), sometimes collectively referred to as “Parties” or individually as “Party.”

The purpose of this Amendment is to modify the Term of the Agreement.

- A. **Subsection 14.1 Term** of the Agreement provided for an initial expiration date of December 31, 2025, with an option to extend the agreement for three more years.
- B. The Parties now desire to modify the expiration date to December 31, 2026.

The remaining terms and conditions of the Agreement shall be unchanged and remain in full force and effect.

City: \_\_\_\_\_

By: Cassie Franklin, Mayor

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

Approved as to form:

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

Office of the City Attorney

Sound Transit: \_\_\_\_\_

By: Dow Constantine, CEO

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

Approved as to form:

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

Sound Transit Legal Counsel

Attest:

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

Office of the City Clerk

Everett Station Operations and Maintenance Agreement  
Between Sound Transit and the City of Everett

GA 0127-20

This MEMORANDUM OF AGREEMENT ("Agreement") is entered into between the Central Puget Sound Regional Transit Authority ("Sound Transit"), a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW, and the City of Everett, a Washington municipal corporation ("City"), sometimes collectively referred to as "Parties" or individually as "Party."

RECITALS

- A. The City owns Everett Station, which includes parking stalls, bus bays and platforms to support the various transit agencies and private transportation providers, including Everett Transit, Community Transit, Greyhound, Bolt, Skagit Transit, Island Transit and Sound Transit, which utilize this station ("Everett Station").
- B. At the Everett Station, Sound Transit owns the regional signage and information display hardware, the commuter rail platform, a commuter rail train operations building, and a pedestrian bridge and an elevator connecting two parking lots. The first parking lot is located to the east of the station, East Lot (aka Lot C, which contains 432 spaces) and the second parking lot is located to the south of the station, South Lot (aka Lot B which contains 241 spaces).
- C. The Parties initially entered into an Operations and Maintenance Agreement for Everett Station in 2002, and have since entered into two additional agreements, the most recent of which expires on June 30, 2021.

The Parties wish to enter into a new Operations and Maintenance Agreement for Everett Station. The Parties therefore agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to specify the respective responsibilities of the Parties regarding the maintenance and operations of Everett Station related to Sound Transit's regional bus service ("ST Express") and commuter rail service ("Sounder"). This Agreement addresses the associated maintenance costs and the basis for allocation of costs to be borne by each Party and:

- 1.1 Establishes the cost/revenue structure and type of services to be provided by the City;
- 1.2 Specifies Sound Transit's responsibilities regarding informational signage; and
- 1.3 Allows for additional work that may be agreed upon between the Parties.

2.0 OWNERSHIP

2.1 Everett Station Improvements

The City is the owner of the improvements at Everett Station except for the improvements owned by Sound Transit. Everett Station ownership is diagrammed in Exhibit A.

## 2.2 Amtrak Platform

The City owns the Amtrak Platform that is located east of the Sounder spur track

## 3.0 OPERATIONS AND MAINTENANCE SERVICES AT THE EVERETT STATION

### 3.1 Roles and Responsibilities of the City

#### 3.1.1 Transit Platforms and Bus Lanes

The City owns and maintains all bus transit island platforms, including platforms and bus lanes for use by public and private transit providers:

- a. A bus transit island platform and other transit platforms with shelter structures, windscreens, lighting fixtures, and City of Everett information displays;
- b. The bus driveways and curbs;
- c. Landscaping; and
- d. Lighting fixtures and any other street furniture elements, except the regional signage and information display hardware, affixed to the platform or shelters.

#### 3.1.2 Parking Areas

The City owns and maintains three parking lots as identified in Exhibit B. Sound Transit has the right to use Parking Lot B (the South Lot), under the terms of the Parking Lot Easement granted by the City to Sound Transit, dated July 5, 2005 (Parking Lot Easement, July 7, 2005, 200507070815). Sound Transit owns and maintains parking Lot – C (East Lot). The City will provide and maintain lighting, and landscaping to all parking lots. The City is responsible for maintaining the vanpool and carpool parking stalls at Everett Station.

#### 3.1.3 Everett Station Building

The City will maintain the Everett Station building, including restrooms, public spaces, gardens and walkways.

#### 3.1.4 Street and Public Space

The City maintains all the off-site street and public space, including but not limited to landscape, lighting and streetscape surrounding Everett Station.

### 3.1.5 Amtrak Platform

The City shall maintain the Amtrak Platform that is located east of the Sounder spur track

### 3.1.6 Security

- a. The City will provide security services at Everett Station, including security for the parking lots, bus bays, and bus platforms assigned to Sound Transit in accordance with the standards specified in Exhibit C.
- b. The City will provide security services to respond to calls generated from Emergency Call Stations from the hours of 6 am to 10 pm, Monday thru Friday, including Holidays that may fall within those times.
- c. The City is authorized to provide security support as needed for the Sounder platform and rail layover

### 3.1.7 Parking Management

The City will provide parking management services for Everett Station parking including the parking stalls assigned to Sound Transit for use by ST Express and Sounder customers. The City will transmit parking utilization counts every month to Sound Transit's Facility Operations Division representative or identified in Exhibit D.

### 3.1.8 Parking Fees

The City may not charge parking fees to transit customers unless otherwise agreed by the Parties and approved by the Parties' respective governing bodies. Parking fees may be charged for non-Transit parking provided that this parking does not conflict with transit customer use in the assigned parking lots. If there is potential for a conflict with transit customer use, then the City will discuss the issues with Sound Transit, in advance, and reach a mutually agreeable solution.

### 3.1.9 Third Party Use

The City may not grant permission for any third party use that decreases or adversely impacts Sound Transit's customer parking without Sound Transit's permission, which will not be unreasonably withheld. If approved by Sound Transit, the City may agree to allow a third party use upon conditions that include the provision of a general liability insurance policy naming Sound Transit as an additional insured. The City must also require third party users to agree to protect, defend, indemnify, and save harmless Sound Transit, its officers, officials, employees, and agents from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the City's grant of permission for third party use of the Everett Station facilities.

The City should not include any expenses associated with the third party use into in operation and maintenance cost.

## **Bus Bay Assignments**

Sound Transit is assigned the use of the bus bays specified in Exhibit E. Except for emergencies, any change or revision by the City to bay assignments must be coordinated with routine service changes and may not be made without Sound Transit's written consent which will not be unreasonably withheld, and any change must be agreed upon 90 days prior to the forthcoming service change. Exhibit E will be updated as changes occur by the Designated Representatives.

### **3.1.10 Signage Hardware**

The City will provide post-mounted schedule holders to Sound Transit to be installed on the bus platforms assigned to Sound Transit. The City will coordinate the update of service change information and the required replacement of the schedule holders with the other bus bay users as frequently as provided in Exhibit C.

### **3.1.11 Changeable Information**

The City will install all Sound Transit changeable information. In addition, the City will install the Everett Station area maps, the Sound Transit system maps, and Sounder schedules produced and provided by Sound Transit as part of the service change process and as required between service changes due to minor schedule revisions or damaged signage. The City will produce and install Sound Transit bus schedules, bus bay maps, and Everett system maps for each service change.

Post-mounted schedule holders must be supplied by the City for Sound Transit to install. The changeable information in the schedule holders will be maintained by the City and/or other parties as specified in Exhibit C.

The City will notify Sound Transit of any required signage maintenance.

### **3.1.12 Scheduled Maintenance**

The City will provide scheduled maintenance as described in Exhibit C for the assigned Sound Transit parking stalls excluding Lot C; the bays, platform space, and shelters/windcreens assigned to ST Express buses.

ST maintains the Sounder platform from the leading edge of the tactile pavers to the expansion joint (approx. seven feet and six inches) from the platform edge for the length of the Sounder platform.

The City of Everett maintains the Sounder platform as well from the five feet line to the platform edge and platform shelters.

### **3.1.13 Unscheduled Maintenance**

The City will provide unscheduled maintenance and minor repairs as described in Exhibit C for the assigned Sound Transit parking stalls, bus bays, platforms, shelters, and windcreens assigned to ST Express buses and Sounder commuter rail. Any unscheduled maintenance whereupon the cost is unbudgeted and the cost exceeds

the amount of \$10,000 must be communicated to Sound Transit prior to work being performed. ST will require a brief scope of the work to be undertaken and a rough order of magnitude.

#### 3.1.14 Utilities

The City is responsible for connecting and maintaining utilities such as, but not limited to, electrical power, water, storm water and telephone to the extent reasonably necessary for the operation of the all parking areas and the bus/commuter rail platforms.

### 3.2 Roles and Responsibilities of Sound Transit

#### 3.2.1 Signage Hardware

Sound Transit will supply, install and maintain the following regional signage and information display hardware for use at Everett Station as well as on the bus, Sounder, and Amtrak platforms:

- a. Regional T beacons;
- b. Platform Station Identification Signs;
- c. Route flags;
- d. Information displays;
- e. Regulatory signs;
- f. Information signs; and
- g. Wayfinding signs.

Sound Transit will provide quarterly signage maintenance in coordination with regular service changes.

#### 3.2.2 Route Flag Changes

Sound Transit will update the route flags on the bus platform at regularly scheduled service changes. Refer to Exhibit C. The City will give Sound Transit 90 calendar days' notice for any route flag changes as a result of service changes by Everett Transit.

#### 3.2.3 Changeable Information

Sound Transit will produce the Everett Station area maps, the Sound Transit system maps and the Sounder schedules that will be installed by the City in the signage hardware on the bus and rail platforms. Refer to Exhibit C.

#### 3.2.4 Security



- a. Sound Transit will provide Emergency Call Stations 24 hours a day, 7 days a week.
- b. Sound Transit will provide security services to respond to calls generated 10 pm to 6 am, Monday thru Friday, including Holidays that may fall within those times. Sound Transit will also provide roving security on the weekends.
- c. Sound Transit will provide security services for the Sounder platform and rail layover.

### 3.2.5 Sound Transit Installed Signs at Everett Station

Sound Transit may install, change, and maintain regional signage and information display hardware on or about Everett Station. Sound Transit may change such signage at its discretion and redesign such signage to be consistent with its regional signage program. The City will review and not unreasonably withhold approval of such changes. The Parties will endeavor to ensure that the hardware remains consistent with the Everett Station architecture. Sound Transit will maintain and repair the signage permitted under this Section at its own cost.

### 3.2.6 Sounder infrastructure

Sound Transit is responsible for maintaining portions of the Sounder platform identified in this section and has complete maintenance responsibility for the Pedestrian Bridge and elevators.

ST maintains the Sounder platform from the leading edge of the tactile pavers to the expansion joint (approx. 7 feet 6 inches back from platform edge) and for the length (tactile pavers end to end which is approx.. 700 ft.) of the Sounder platform.

Exceptions to this include the ADA ramp on the platform which extends approx. 2 feet 6 inches beyond the expansion joint for a grand total of approx. 9 feet starting at the leading edge of the tactile pavers. This maintenance does not include any overhead structures such as lights.

The City maintains the Sounder platform as well, from the expansion joint at seven ft. line to the platform edge and platform shelters.

Sound Transit will maintain the Security Cameras and Emergency Call stations.

## 4.0 Modification to Operations and Maintenance Services

- 4.1 The City will consult with Sound Transit on any proposed changes to the operations and maintenance services at Everett Station that materially and/or adversely affects Sound Transit.
- 4.2 Sound Transit will notify the City of any proposed changes to the operations and maintenance services at Everett Station that materially and/or adversely affects the City

## 5.0 Information Technology Systems

The City and Sound Transit will consult regarding the development or installation of information technology systems for security and transit customers at Everett Station prior to the implementation of information technology systems.

At the City's request, Sound Transit may at its discretion perform installation and maintenance for City-owned technology installed at the station. For example, ST installed new CES cameras and coax for the facility. This includes cameras located on the Sounder Platform, elevators and TVM machines. The Emergency Passenger phone systems were also connected to the ST SOC.

The City will provide all materials and equipment and will reimburse Sound Transit for the actual costs of the time required to perform the work. The cost of Sound Transit performing this work will be negotiated separately between the City and Sound Transit's transit Systems Division and will be documented in a written agreement.

## 6.0 COMPENSATION AND PAYMENT

Sound Transit will compensate the City for the operation and maintenance of the Everett Station according to the scope of services and responsibilities stated in this Agreement in Section 3 and Exhibit C.

See Exhibit C for a schedule of deliverables related to this section.

### 6.1 Compensation

#### 6.1.1 Sound Transit Proportionate Share of Costs

Sound Transit will pay its proportionate share of the operations and maintenance costs at the Everett Station. As used herein, the term "proportionate share" is the division of costs that is agreed to by the Parties as fair, reasonable and as close as possible to the proportion based on seating capacity of all transit service operating from the Everett Station between the hours of 0400 and 730 on March 2021.

Each subsequent year by March 15<sup>th</sup> the seating capacity will be re-calculated by the City of Everett and information will be presented to Sound Transit. Upon reaching consensus no later than April 15, a Letter of Concurrence will be drafted by Sound Transit to the City to confirm the cost share for that year per Exhibit G "Seat Capacity for Everett Cost Reimbursement Methodology".

#### 6.1.2 Recurring Costs

- a. Everett Station's cost Template for three years in expenditure dollars is illustrated in, "Exhibit F Estimated Budget"
- b. The following costs will be billed to Sound Transit quarterly for its proportionate share based on actual data to the extent possible.
  - i. Salaries and Benefits (Details of FTEs)
  - ii. Office & Operating
  - iii. Small Tools & Supplies
  - iv. Professional Services

- v. Repairs and Maintenance
- vi. Electricity (Exterior)
- vii. Garbage (Exterior)
- viii. Irrigation
- ix. Landscaping

#### 6.1.3 Contribution to other Government

The City will provide a detailed scope of work and cash flow for any rehabilitation/mid-life work, to Sound Transit eighteen months prior to commencement of the project. Contingent upon Sound Transit's Board approval of funding for a rehabilitation/mid-life project, Sound Transit will contribute to the costs in proportion to the current cost contribution for that year.

#### 6.1.4 Annual Review of Budget

The City will provide its Cost Template (Exhibit F) for the upcoming three years proposed budget no later than November 15 of the current year. This will be the preliminary Budget Cost Template, subject to any modifications of the Everett Transit Budget. Sound Transit will review and provide comments to Everett Transit on the cost template by November 30. Upon agreement by parties, Sound Transit will provide Everett Transit with a signed Letter of Concurrence by January 15.

The Parties agree that the City of Everett will provide to Sound Transit in April of each year the proposed reimbursement schedule provided in the sample Exhibit F for that specific year. Sound Transit will pay its proportionate share of the annual costs for operations and maintenance, exclusive of costs paid by other agencies using or leasing space at Everett Station. Sound Transit's proportionate share of cost is determined by the seat capacity for the Everett Station as per Exhibit G.

### 6.2 Payment

The City will invoice Sound Transit on a quarterly basis in the form attached as Exhibit F, Quarterly Invoice by the 15th of the second month of the quarter (February, May, August, and November) for the services rendered in the previous quarter as specified in this Agreement. The invoice is considered complete when it includes all the monthly information required by Sound Transit in Section 10.0 "Reporting Responsibilities." All records related to the monthly invoice are subject to audit by Sound Transit. Any revenue credited to Sound Transit and the associated fees will be subtracted from the monthly invoice.

Sound Transit will process completed invoices within 30 working days after receipt of the completed invoice.

If Sound Transit disputes the charges or documentation, Sound Transit will provide notice of such objections to the City in writing within 20 working days after receipt of the completed invoice. Sound Transit will pay the parts of the invoice not in dispute according to standard procedures above.

#### 6.2.1 Address for Payment and Reimbursement

The City will send the completed monthly invoices to Central Puget Sound Regional Transit Authority via e-mail at:  
[Accountspayable@soundtransit.org](mailto:Accountspayable@soundtransit.org)

## 7.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation, each Party will designate a representative ("Designated Representative") for communications between the Parties and revision of exhibits. Exhibit D provides Designated Representatives' names and contact information of the Designated Representatives. The Parties may unilaterally amend this exhibit to update its contact information or change its Designated Representative.

## 8.0 AUDITS, INSPECTIONS AND RETENTION OF RECORDS

### 8.1 Audits and Inspections

The Parties will provide full access to and the right to examine its records relating to matters covered in this Agreement to the other Party, the State Auditor, or their representatives during normal business hours and as often as they deem necessary. Such representatives will be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all agreements, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City will cooperate with Sound Transit's auditor and/or an independent auditor chosen and retained by Sound Transit. If applicable for audits by federal funding agencies, the City will document its auditing costs.

### 8.2 Retention of Records

Copies of the records will be furnished to each Party upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the State Auditor's Office. All documents, books, papers, accounting records, and other materials pertaining to this Agreement will be retained by each Party for six years, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case each Party will maintain same until all such litigation, appeals, claims or exceptions are finally resolved.

## 9.0 DISPUTE RESOLUTION

The Parties will work collaboratively, in accordance with the following steps, to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority.

The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative will notify the other in writing of any problem or dispute the Designated Representative as identified in Exhibit D believes needs formal resolution. This written notice shall include:

- 9.1 A description of the issue to be resolved;
- 9.2 A description of the difference between the Parties on the issue; and
- 9.3 A summary of steps taken by Designated Representative to resolve the issue.

The Designated Representatives will meet within five business days of receiving the written notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), Sound Transit's Executive Director of Operations or his/her designee and the Mayor of the City or his/her designee will meet within seven business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

In the event the Executive Director of Operations or his/her designee and the Mayor of the City or his/her designee are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties will share equally in the cost of the mediator.

The Parties have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. The preceding sentence does not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above; if the Party initiating the lawsuit immediately moves to stay the lawsuit while the procedural steps set forth above are satisfied.

#### 10.0 INDEMNIFICATION

Each Party will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither Party is required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnity. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein are valid and enforceable only to the extent of the Party's own negligence. Each obligation under this paragraph extends to any claim, demand, or cause of action brought by, or on behalf of, any of each Party's employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs are recoverable from the responsible Party to the extent of that Party's culpability. This indemnification will survive the termination of this Agreement.

#### 11.0 INSURANCE

Each Party will, at its expense, obtain and maintain during the entire term of this Agreement an appropriate program of self-insurance, commercial insurance, or any combination thereof, for its liability exposures under this agreement including its indemnity obligations. If a Party self-insures, then it will provide the other Party with a letter attesting to its self-insurance program as adequate proof of coverage. When commercial insurance is utilized, each Party agrees to provide the other Party with a Certificate(s) of Insurance showing compliance with the appropriate insurance requirements and naming the other Party as an additional insured.

#### 12.0 GENERAL PROVISIONS

#### 12.1 Rights and Remedies

The rights and remedies of the Parties to the Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

#### 12.2 No Third Party Rights

This Agreement is solely for the benefit of the Parties and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

#### 12.3 Binding on Successors

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

#### 12.4 Compliance with Laws

The City will comply, and to the best of its ability will ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local law, regulations, and ordinances applicable to the work and services to be performed. The work performed by the City under this Agreement and all supplements must comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

#### 12.5 Governing Law and Venue

This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement must be brought in the Superior Court of Snohomish County.

#### 12.6 No Employee Relationship

In performing work and services hereunder, the City and its employees, agents, consultants and representatives are acting as independent contractors and are not deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. No employee or any party shall hold him/herself out as, or claim to be an officer or employee of the other Party by reason of this Agreement and shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants and shall hold the other Party harmless therefrom.

#### 12.7 Notice

All notices or requests required or permitted under this Agreement must be in writing; personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission (including email) and will be deemed received three business days after the day it was mailed or on the day it is delivered, emailed, or faxed



(provided the fax machine has issued a printed confirmation of receipt). All notices or requests must be sent to the Designated Representatives listed in Exhibit D.

#### 12.8 Waiver of Default

A Party's waiver of the other Party's default will not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision will not be deemed to be a waiver of any other subsequent breach and will not be construed to be an amendment of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives.

#### 12.9 Assignment

No Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

#### 12.10 Binding on Successors and Assigns

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

#### 12.11 Severability

If any of the terms and conditions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining unaffected terms and conditions will remain in full force and effect. The Parties will negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term or condition with a valid and enforceable term or condition that comes as close as possible to the intention of the stricken term or condition.

#### 12.12 Warranty of Right to Enter into Agreement

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's Party.

#### 12.13 Publicity/Communications

The Parties may not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior notification of the other Party.

#### 12.14 Exhibits

All exhibits referenced in and attached to this Agreement are incorporated by this reference, except as otherwise provided,

#### 12.15 Amendments

Amendments to this Agreement must be in writing and signed by an authorized representative of each of the Parties. The Executive Director of Operations or his/her designee, and the Mayor of Everett or his/her designee may execute amendments and revisions to the Agreement and its Exhibits of an administrative or management nature.

### 13.0 TERMINATION OF AGREEMENT

Either Party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give the other Party the following:

- a. Written notice or intent to terminate 30 calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- b. An opportunity for the other Party to cure the default within 30 days of the notice of the intent to terminate. In such case, the notice will state the time period in which cure is permitted and any other appropriate conditions.

If the Party on notice fails to remedy the default or the breach to the satisfaction of the Party not at fault within the time period established in the Notice of Termination, or any extension granted by the Party not at fault, then this Agreement will be deemed terminated

#### 13.1 Termination for Convenience

Either Party may terminate this Agreement for convenience, by providing the other Party written notice of intent to terminate at least 90 days before a scheduled service change.

#### 13.2 Rights and Duties of Parties upon Termination

Termination of this Agreement, by either Party, does not extinguish or release that Party from liability, claims, or obligations to the other Party existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section. The release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration or any other means, the Parties agree to work together in good faith to develop a coordinated plan for terminating the scope of work rendered up until the time of termination. Further, in the case of termination for conveyance only, the terminating Party will pay reasonable contract close-out costs to the other Party. In the event that the Agreement is terminated due to the City's default, any damages owing to Sound Transit will be offset against any final expenses charged to Sound Transit.

### 14.0 EFFECTIVE DATE AND TERM OF AGREEMENT

#### 14.1 Term

This terms Agreement shall take effect on January 1, 2021. This Agreement will expire on December 31, 2025, with an option to extend the agreement for three more years.



## 15.0 EXECUTION OF AGREEMENT

This Agreement may be executed in two counterparts, either of which are regarded as an original.

CITY OF Everett

By



Name: Cassie Franklin

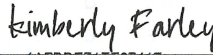
Title: Mayor, City of Everett

Date: 7-12-21

Central Puget Sound Regional Transit  
Authority (Sound Transit)

By

DocuSigned by:



1AF8DE71EF67417...

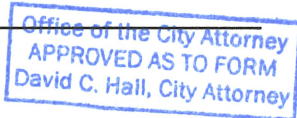
Name: Kimberley Farley

Title: Chief Systems Officer

Date: 6/17/2021

APPROVED AS TO FORM

By:



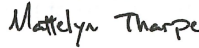
Name:

Title: City Attorney

Date: 7.11.21

APPROVED AS TO FORM

By:



D2C135A4633844B...

Name: Mattelyn Tharpe

Title: Legal Counsel 1

Date: 6/17/2021

APPROVED AS TO FORM

By: Sharon fuller

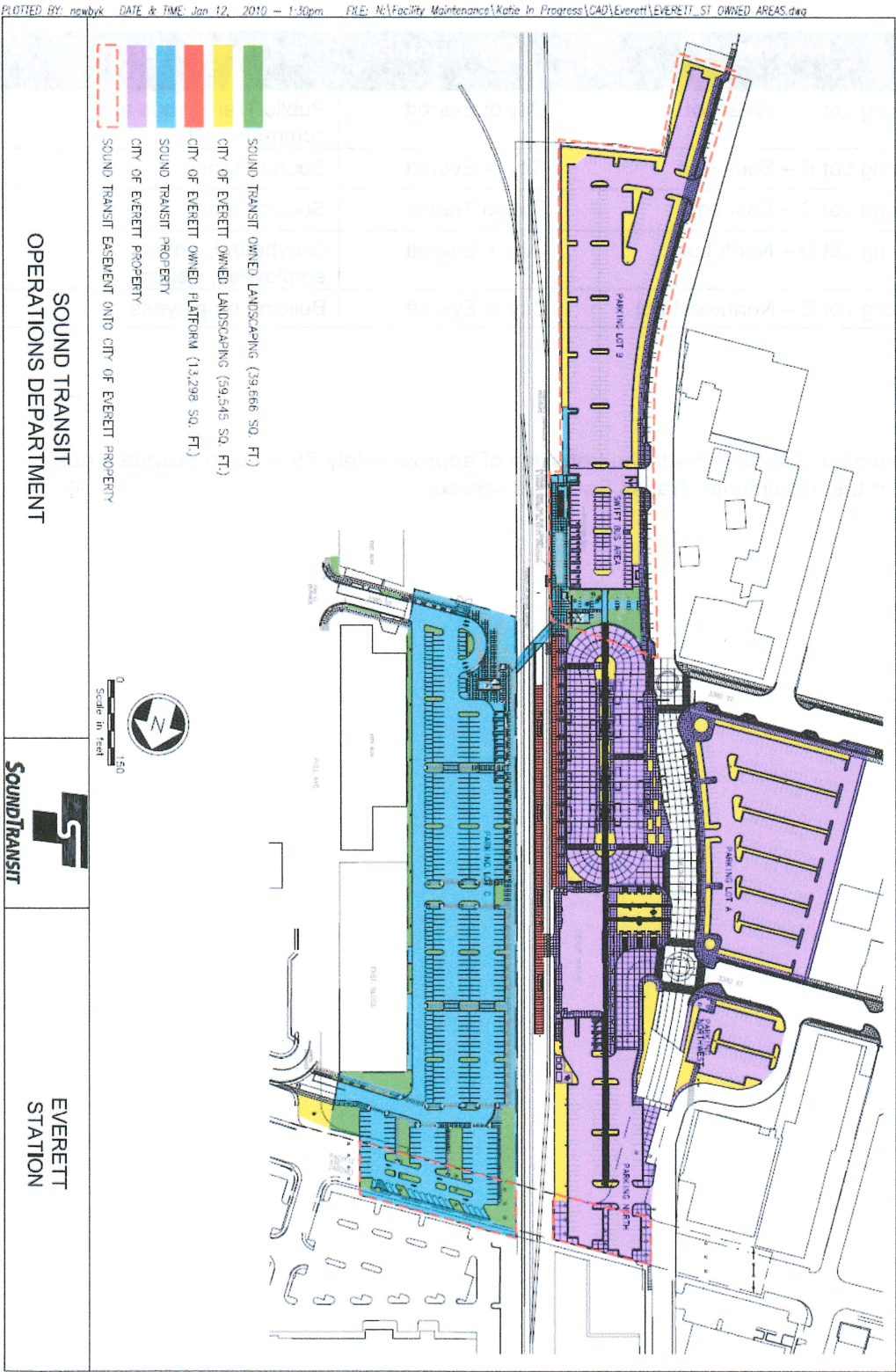
Title: City Clerk, City of Everett,

Date: 7-12-2021

ATTEST:

  
City Clerk

Exhibit A: Everett Station Improvements Ownership Map



**EXHIBIT B: PARKING STALL ASSIGNMENTS**

| PARKING LOT                   | OWNERSHIP       | ASSIGNMENT                             | TOTAL STALL |
|-------------------------------|-----------------|----------------------------------------|-------------|
| Parking Lot A – West Lot      | City of Everett | Public Transit: bus and commuter rail  | 240         |
| Parking Lot B – South Lot     | City of Everett | Sound Transit                          | 241         |
| Parking Lot C – East Lot      | Sound Transit   | Sound Transit                          | 432         |
| Parking Lot D – North Lot     | City of Everett | Greyhound, Amtrak, employees, visitors | 103         |
| Parking Lot E – Northwest Lot | City of Everett | Building employees                     | 51          |

**Notes**

1. The number of stalls reflects the transition of approximately 75 stalls to provide a bus bay for the Community Transit Swift Bus service.

## Exhibit C Maintenance and Operations Tasks

| TASK                                                                                                                                                                                                                                                                           | FREQUENCY                                                                                                                                                                   | RESPONSIBLE     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>LANDSCAPING (SCHEDULED /UNSHIELDED)</b> <ul style="list-style-type: none"> <li>• Soil Management,</li> <li>• Fertilize</li> <li>• Monitor drainage system</li> </ul>                                                                                                        | Twice yearly – as needed<br>Weekly Monitoring<br>Monthly inspections                                                                                                        | City of Everett |
| <b>WATER MANAGEMENT</b> <ul style="list-style-type: none"> <li>• Maintain Sprinkler system</li> <li>• Winterize</li> <li>• Repairs</li> </ul>                                                                                                                                  | Monitor/adjust as needed or every two weeks<br>Late fall<br>As needed                                                                                                       | City of Everett |
| <b>SHRUB/GROUNDCOVER MANAGEMENT</b> <ul style="list-style-type: none"> <li>• Prune/trim shrubs</li> <li>• Soil Reports</li> <li>• Landscape Plant health report</li> <li>• Trim groundcover</li> <li>• Insect/disease control</li> <li>• Fertilize</li> <li>• Mulch</li> </ul> | Twice during growing season<br>Twice early-not in contract<br>Annually- not contract<br><br>As needed<br>As needed<br>Annually<br>As needed                                 | City of Everett |
| <b>INTEGRATED PEST MANAGEMENT</b> <ul style="list-style-type: none"> <li>• Irrigation</li> <li>• Disease/insect/weed control fertilization</li> <li>• Growth Regulators</li> </ul>                                                                                             | Maintain system properly<br>As needed<br><br>As needed                                                                                                                      | City of Everett |
| <b>TREE MANAGEMENT</b> <ul style="list-style-type: none"> <li>• Tree staking</li> <li>• Fertilization</li> <li>• Pruning</li> <li>• Rejuvenate/Replace</li> <li>• Insect/Disease control</li> <li>• Weed control</li> <li>• Tree health/safety</li> </ul>                      | Monitor weekly – not in contract<br>Inspect monthly<br>Annually and as needed<br>As needed/hazards<br>As needed<br>As needed<br>As needed – Annual report – not in contract | City of Everett |
| <b>DEBRIS/GREEN WASTE/TRASH MANAGEMENT</b> <ul style="list-style-type: none"> <li>• Leaf Removal</li> <li>• Trash Removal</li> </ul>                                                                                                                                           | Weekly<br>Daily (or more frequently if needed)                                                                                                                              | City of Everett |

| TASK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | FREQUENCY                                                                                                                                                                                   | RESPONSIBLE                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>JANITORIAL CARETAKING</b><br>(scheduled/unscheduled) <ul style="list-style-type: none"> <li>Sweep and power sweep parking lot/bus transit center areas</li> <li>Pressure wash exterior surfaces (canopies, shelters, etc.)</li> <li>Graffiti removal As needed</li> <li>Rust removal As needed</li> <li>Touch up painting</li> <li>Clean non-transit signage signs Replace non-transit signage signs</li> <li>Clean passenger canopies Snow/ice removal consistent with the requirements of Everett Municipal Code As needed 13.08.020</li> <li>Restriping</li> <li>Parking lot lighting</li> <li>Repairs</li> </ul> | Weekly<br><br>Three times per year<br><br>As needed<br><br>As needed<br>As needed<br>As needed<br><br>As needed<br><br>As needed<br>As needed<br>As needed                                  | City of Everett                                                                            |
| <b>SECURITY</b> <ul style="list-style-type: none"> <li>A minimum of one Security Officer available 16 hours per day/7 days per week. Security is dark between the hours of 1am-6am, daily.</li> <li>Prepare daily parking lot Surveys</li> <li>Prepare Daily Activity Reports</li> <li>Perform periodic foot patrols of all parking lots and bus bays</li> <li>Coordinate with Sound Transit Security Staff and Transit Inspectors.</li> <li>Monitor and respond to Emergency Call Stations</li> <li>Sound Transit to Provide patrols from 10pm to 6am</li> </ul>                                                       | Daily<br><br>Twice Daily at 0800 & 1830 surveys<br><br>Daily<br><br>Minimum of twice daily<br><br>As necessary<br><br>As per the Security Post Orders agreed to by the Parties<br><br>Daily | City of Everett<br><br><br><br><br><br><br>City and Sound Transit<br><br><br>Sound Transit |

| TASK                                                                                                                                                                                                                                                                                                                                     | FREQUENCY                                                                                                                                                                                                                                                                                                                                    | RESPONSIBLE                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Parking Lot Management</b> <ul style="list-style-type: none"> <li>Towing</li> <li>Patrol lot</li> </ul>                                                                                                                                                                                                                               | As needed<br>Daily                                                                                                                                                                                                                                                                                                                           | Sound Transit                                                                                                                         |
| <b>Preventative Maintenance Plan</b> <ul style="list-style-type: none"> <li>Develop and maintain a plan</li> </ul>                                                                                                                                                                                                                       | Administered by the station's building and site manager                                                                                                                                                                                                                                                                                      | City of Everett                                                                                                                       |
| <b>EMERGENCY PHONE</b>                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                              | Sound Transit                                                                                                                         |
| <b>SIGNAGE HARDWARE</b> <ul style="list-style-type: none"> <li>Everett Station sign maintenance</li> <li>Regional T beacons; platform station identification signs; route flags; information displays; regulatory; information &amp; wayfinding signs</li> <li>Mounted bus schedules holders</li> <li>Off-site ST route flags</li> </ul> | Quarterly inspection one of which is annual cleaning<br><br>Install/maintain<br>Update route flags at service changes 3 times/year and as needed for emergencies<br><br>Provide to ST for initial installation, maintain<br><br>For ST only stops, provide updated flags to ET/or other parties<br>Remove/install/return removed flags to ST | Sound Transit<br><br>Sound Transit<br><br>City of Everett/ or other Party<br><br>Sound Transit<br><br>City of Everett/ or other Party |
| <b>Customer Information</b> <ul style="list-style-type: none"> <li>Changeable information at the transit center (schedules, Everett Station bus bay map, Everett System Map)</li> </ul>                                                                                                                                                  | Produce/install/maintain in coordination with Everett Transit and /or other Parties. Displays are sized to fit larger size format developed by the transit partners for these display units and to be compliant with ADA                                                                                                                     | City of Everett/ or other Party                                                                                                       |
| <b>Sound Transit Everett Station changeable area and system maps</b><br><br><b>Other information items such as rider alerts</b>                                                                                                                                                                                                          | Produce/provide to Everett Transit (Everett Transit and/or other Parties provides review and input for area map)<br><br>Install Produce/post as needed                                                                                                                                                                                       | Sound Transit<br><br>City of Everett/ or other Party                                                                                  |

| TASK                                                                                            | FREQUENCY                                                              | RESPONSIBLE     |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------|
| <b>Technology</b> <ul style="list-style-type: none"><li>• Display monitors-additional</li></ul> | If developed, coordinated with Sound Transit as part of implementation | City of Everett |

Exhibit D Designated Representatives

|                |                                                                                                                               |
|----------------|-------------------------------------------------------------------------------------------------------------------------------|
| City:          | City of Everett<br>Transportation Services Director<br>3225 Cedar Street<br>Everett, Washington 98201                         |
| Sound Transit: | Operations Department<br>Director of Business Services<br>ATTN:<br>401 South Jackson Street Seattle,<br>Washington 98104-2826 |



## EXHIBIT E: Bus Bay Assignments

### 1. Sound Transit Assignments

- Bus Bays in bus loop: 2
- Bus platforms in the loop: 2

### 2. Other Assignments – The map shows a total of 12 bus bays in the bus loop assigned to the public Transit providers and private Transit providers.

## Exhibit F Everett Station Estimated Budget

| Expenses                                     | 2021 Projected Budget |                | Sound Transit |                |
|----------------------------------------------|-----------------------|----------------|---------------|----------------|
|                                              | Exterior Expenses     |                | 68.77%        |                |
| Salaries                                     | \$                    | 181,671        | \$            | 124,935        |
| Benefits                                     | \$                    | 58,135         | \$            | 39,979         |
| <b>Total Salaries &amp; Benefits</b>         | <b>\$</b>             | <b>239,806</b> | <b>\$</b>     | <b>164,915</b> |
| Overtime                                     | \$                    | 9,722          | \$            | 6,686          |
| Uniforms and Clothing                        | \$                    | 1,600          | \$            | 1,100          |
| Office & Operating (Exterior + 30% of Total) | \$                    | 18,450         | \$            | 12,688         |
| Small Tools/Equipment                        | \$                    | 3,500          | \$            | 2,407          |
| Professional Services                        | \$                    | -              | \$            | -              |
| Repairs & Maint. (Exterior + 30% of Total)   | \$                    | 12,300         | \$            | 8,459          |
| Electricity - Building                       | \$                    | -              | \$            | -              |
| Electricity - Exterior                       | \$                    | 59,493         | \$            | 40,913         |
| Natural Gas Building                         | \$                    | -              | \$            | -              |
| Garbage Building                             | \$                    | -              | \$            | -              |
| Garbage - Exterior (60% of Total)            | \$                    | 8,708          | \$            | 5,988          |
| Water (building Only)                        | \$                    | -              | \$            | -              |
| Irrigation                                   | \$                    | 14,844         | \$            | 10,208         |
| Landscaping                                  | \$                    | 22,706         | \$            | 15,615         |
| <b>2021 Estimated Expenses</b>               | <b>\$</b>             | <b>391,129</b> | <b>\$</b>     | <b>268,979</b> |
| <b>Sound Transit's Share at 68.77%</b>       |                       |                | <b>\$</b>     | <b>268,979</b> |

### Exhibit G Seat Capacity for Everett Cost Reimbursement Methodology

Cost reimbursement methodology for the Everett Station is based on the seat capacity between the hours of 440 and 730 on March 2021. Based on the seating capacity Sound Transit's share is 68.77%.

| Community Transit Service                                                                                                                                                                                                                                                                                                                                                              | Seating Capacity | Trips | Total Seats |            |             |  |              |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|-------------|------------|-------------|--|--------------|----------------|
| Pass Thru Service                                                                                                                                                                                                                                                                                                                                                                      | 35               | 14    | 490         |            |             |  |              |                |
| Swift                                                                                                                                                                                                                                                                                                                                                                                  | 42               | 15    | 630         |            |             |  |              |                |
| 270/271/280                                                                                                                                                                                                                                                                                                                                                                            | 35               | 6     | 210         |            |             |  |              |                |
| <b>Total CT Service</b>                                                                                                                                                                                                                                                                                                                                                                |                  |       | <b>840</b>  |            |             |  |              |                |
| <b>Everett Transit Rts. 3/4/18</b>                                                                                                                                                                                                                                                                                                                                                     | 35               | 10    | 350         |            |             |  |              |                |
| Pass Thru Service ET Rts. 7/29                                                                                                                                                                                                                                                                                                                                                         | 35               | 14    | 490         |            |             |  |              |                |
| <b>Total Non- Sound Transit</b>                                                                                                                                                                                                                                                                                                                                                        |                  |       | <b>1190</b> | <b>980</b> | <b>2170</b> |  | <b>1,190</b> | <b>31.23%</b>  |
| <b>Sound Transit</b>                                                                                                                                                                                                                                                                                                                                                                   |                  |       |             |            |             |  |              |                |
| Sounder                                                                                                                                                                                                                                                                                                                                                                                | 350              | 2     | 700         |            |             |  |              |                |
| ST Express Rts. 510                                                                                                                                                                                                                                                                                                                                                                    | 80               | 14    | 1120        |            |             |  |              |                |
| ST Express Rts. 532                                                                                                                                                                                                                                                                                                                                                                    | 80               | 10    | 800         |            |             |  |              |                |
| <b>Total Sound Transit Capacity</b>                                                                                                                                                                                                                                                                                                                                                    |                  |       | <b>2620</b> |            |             |  | <b>2,620</b> | <b>68.77%</b>  |
| <b>Total Seat Capacity</b>                                                                                                                                                                                                                                                                                                                                                             |                  |       |             |            |             |  | <b>3,810</b> | <b>100.00%</b> |
| <div> <div>Pass Thru Service</div> <div>           Pass Thru Service is bus service which is not originating at the Everett Transit Center, and are not counted because there is no way to determine available capacity since presumably they already have passengers on board.<br/>           *CT Pass thru Rts. 201/202<br/>           *ET Pass thru Rts. 7/29         </div> </div> |                  |       |             |            |             |  |              |                |



## City Council Agenda Item Cover Sheet

**Project title:** Agreement for Indigent Defense Services (RALJ Public Defender)

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 9/03/25  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Contract

**Department(s) involved:**

Legal

**Contact person:**

David Hall

**Phone number:**

x8624

**Email:**

dhall@everettwa.gov

**Project:** Agreement Indigent Defense Services (RALJ Public Defender)

**Partner/Supplier:** Snohomish County Public Defenders Association (SCPDA)

**Location:**

**Preceding action:** 10/30/19 – Contract Executed

**Fund:** Fund 003 – Indigent Defense Program

**Fiscal summary statement:**

The specific financial impact is unknown as the Court cannot predict how many cases will be appealed. However, this contract is a renewal of the City's current contract with SCPDA. In the past two years, the annual amount spent on the contract has been less than \$20,000. We expect some increase from past years.

**Project summary statement:**

Individuals charged with misdemeanors and gross misdemeanors in the City of Everett are prosecuted in Everett Municipal Court. Most defendants are unable to afford legal representation and are classified as "indigent" under state guidelines. Under the U.S. Constitution, all criminal defendants have the right to legal counsel. To fulfill this obligation, the City must provide attorneys at its own expense for indigent defendants.

When a case is appealed, new legal counsel must be appointed by the City. This contract covers legal services for indigent defendants who appeal their Everett Municipal Court convictions to the Superior Court. These appeals are governed by the Rules for Appeals of Decisions of Courts of Limited Jurisdiction (RALJ).

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

Authorize the Mayor to sign Agreement for Indigent Defense Services (RALJ Public Defender), with Snohomish County Public Defenders Association.

**Initialed by:**

Department head

Administration

Council President

## **AGREEMENT FOR INDIGENT DEFENSE SERVICES (RALJ PUBLIC DEFENDER)**

This Agreement is dated as of date of last signature below, by and between the CITY OF EVERETT, a Washington municipal corporation (the “*City*”) and Snohomish County Public Defender Association (the “*RALJ Public Defender*”).

### **RECITALS**

The City has adopted standards for the provision of indigent defense services in EMC 2.108.390 *et seq.*

### **AGREEMENT**

The parties agree as follows:

1. Scope of Services, Standards and Warranties. The RALJ Public Defender will provide indigent defense services in accordance with the standards adopted by the City in EMC 2.108.390 as the same exists or is hereafter amended (hereinafter “*Standards*”). The RALJ Public Defender individually warrants that the RALJ Public Defender, and every attorney and/or intern employed by the RALJ Public Defender to perform services under this Agreement, has read and is fully familiar with the provisions of the Standards adopted by the City. Compliance with these Standards goes to the essence of this Agreement.

1.1 The RALJ Public Defender, and every attorney and/or intern performing services under this Agreement, shall certify compliance with Supreme Court Rule and governing case load quarterly with the Everett Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The RALJ Public Defender and every attorney and/or intern warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 RALJ Public Defender will maintain contemporaneous records on a daily basis, documenting all work performed on a quarter of an hour basis on each assigned case. RALJ Public Defender will maintain and provide to the City a quarterly report detailing:

1.2.1 the number of RALJ cases assigned during the period and the time spent on each case;

1.2.2 the number of cases in which a brief was filed;

1.2.3 the number of cases in which oral argument was heard;

1.2.4 for each case:

1. The date on which the case was assigned to RALJ Public Defender, and the attorney assigned to the case; and

## 2. The outcome of the RALJ decision.

1.2.5 the RALJ Public Defender will monitor the workload of individual defenders to ensure workloads are within caseload standards.

1.3 The RALJ Public Defender further warrants that its compensation, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services, routine investigation, and systems necessary to comply with the Standards except as provided in Section 2.4 below.

1.4 In addition to the detailed time reports referenced in Section 1.2 and its subsections, the RALJ Public Defender shall provide quarterly reports to the City regarding the training provided to each attorney and the time spent by the RALJ Public Defender supervising each attorney, broken down into in-court and out-of-court supervision. Supervision shall be provided in accord with standards by a supervisor without a workload or with an appropriately reduced workload. In addition, the RALJ Public Defender shall establish a program for managing the performance of attorneys who provide the services called for in this Agreement. The performance monitoring program shall have the purpose of ensuring that each defendant receives effective assistance of counsel, and the terms and conditions of this Agreement are met. The monitoring program shall be developed and administered by the RALJ Public Defender, and shall:

- a. Be actively performed and managed by a qualified supervisor;
- b. Be continual in nature. Monitoring shall occur no less than quarterly; provided, caseload monitoring shall occur no less than monthly;
- c. Monitor the caseload of the RALJ Public Defender and each attorney providing services pursuant to this Agreement;
- d. Monitor the performance of each employee who provides services pursuant to this Agreement;
- e. Hold employees accountable for deficient performance of the services called for in this Agreement;
- f. Have measures to correct the deficient performance of employees performing under this Agreement; and
- g. Contain measures to develop and improve the performance of each employee providing services pursuant to this Agreement.
- h. The monitoring program shall, at a minimum, be designed to review the following of each attorney or Rule 9 Intern:
  - (1) Knowledge of the law and expectations of appellate counsel
  - (2) Preparation of cases
  - (3) Responsiveness to clients
  - (4) Effectiveness of writing
  - (5) Effectiveness in the courtroom
  - (6) Attorney or Rule 9 caseload

The internal monitoring program shall be submitted to the Agreement Administrator within 60 days after the execution of this Agreement. RALJ Public Defender shall certify no less than annually that monitoring has occurred in conformity with this Agreement and the monitoring program.

1.5 The RALJ Public Defender will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.6 The City places a very high value, expectation, and importance on the level of service and professional interaction from RALJ Public Defender. RALJ Public Defender will meet with the City for compliance meetings on an as-needed basis as determined by the City.

If Municipal Court staff receive one or more complaints from others who interact with RALJ Public Defender, Municipal Court staff will make reasonable efforts to document the specifics of the complaint(s) and will notify RALJ Public Defender in writing. The RALJ Public Defender has an internal complaint process that is handled by the Attorney Administrator. The Attorney Administrator investigates and responds to all written complaints. The RALJ Public Defender will then promptly attempt to resolve the complaint(s) directly with the complainant. The RALJ Public Defender will document its attempts at resolution. If RALJ Public Defender cannot achieve resolution, the matter may be added by the City or by RALJ Public Defender to the agenda of the next contract compliance meeting. If so added, the RALJ Public Defender will no later than five days before the meeting provide to the Municipal Court Administrator and City Purchasing Manager a written description of the status of the unresolved complaint(s) and a corrective action plan.

If during the quarter after a compliance meeting, a RALJ Public Defender compliance item (including without limitation complaints set forth in the previous paragraph) on the agenda of the previous compliance meeting remains unresolved, the City may convene an ad hoc committee to further consider the matter. The ad hoc committee will if possible consist of a minimum the City's Public Defense Overseer, the City Purchasing Manager, a member of the City Administration and other non-interested parties if such a member agrees to serve. A decision by a majority of the ad hoc committee will be final.

2. Compensation. Effective the date of execution of this Agreement, the City shall pay to the RALJ Public Defender for services rendered under this Agreement the sum of \$110 per hour. Invoices will be reviewed for sufficiency of documentation and reasonableness of claims. If the RALJ Public Defender fails to adequately detail charges, or if the time claimed seems outside customary and usual limits, the RALJ Public Defender may be asked to provide additional information and/or revise the invoice.

The compensation amount represents the salary and benefits necessary to provide public defense services in accordance with the Standards and as supplemented in Section 2.4 below, along with all infrastructure, support, and systems necessary to comply with the Standards including by way of illustration and not limitation, training, research, secretarial and office facilities, and investigation, translation, and mental and physical evaluation services. As provided in Section 2.5

and its sub-paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load in order to adjust staffing based on experience. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense service will comply with the Standards with an adequate reserve capacity for each attorney. The RALJ Public Defender additionally agrees and promises that RALJ Public Defender will devote full effort to the performance of this Agreement and will undertake no private practice of law or other public contract that would impede its ability to perform under this Agreement or reduce the case count available to each Attorney.

2.1 Case Counts. Based upon case counts maintained by RALJ Public Defender and reviewed by the City, the Projected Case Count represents current estimates for annual case counts for all indigent cases filed by the City likely to be assigned to RALJ Public Defender. The terms “case” and “credit” shall be defined in accordance with the Washington State Supreme Court rule and the Washington Office of Public Defense guidelines.

2.2 Adjustment; Internal Allocation. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the RALJ Public Defender’s request, the City shall review any particular case with the RALJ Public Defender to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual caseload shall be reviewed annually on or about June 30th each year.

2.3 Compensation. Except as expressly provided in Section 2.4, the cost of all infrastructure, administrative, support and systems, as well as standard overhead services necessary to comply with the established standards, are provided for in the cost per case payment provided in Section 2 above.

2.4 Payments in Addition to the Compensation. The City shall pay for the following case expenses when reasonably incurred and approved by the Court from funds available for that purpose:

2.4.1 Preauthorized Non-Routine Expenses. Non-routine case expenses requested by the RALJ Public Defender and preauthorized by order of the Court. Unless the services are performed by RALJ Public Defender’s staff or subcontractors, non-routine expenses include, but are not limited to:

- (i) transcripts of court proceedings;
- (ii) The cost of interpreters and/or Language Line services.

2.4.2 Copying Clients’ Files. The cost, if it exceeds \$25, of providing one copy of a client’s or former client’s case file upon client’s or client’s appellate, post-conviction relief or habeas corpus attorney’s request, or at the request of counsel appointed to represent the client when the client has been granted a new trial.

2.5 Review and Renegotiation.



2.5.1 Due to Increases or Decreases in Case Load. The parties agree that the compensation stated in Section 2, unless adjusted under this Section 2.5, represents complete compensation to the RALJ Public Defender. The City and the RALJ Public Defender shall, at the option of either party, renegotiate this Agreement if there is or is reasonably anticipated to be either (i) a significant increase in the cases assigned, such that the RALJ Public Defender would be required to hire additional attorney staff to remain in compliance with the Decision, Supreme Court Standards and the standards for the provision of indigent defense services adopted by the City, or (ii) a significant decrease in the number of cases assigned, such that the RALJ Public Defender could reduce attorney staff and remain in compliance with the Standards. At the request of either party, the City and RALJ Public Defender will periodically review case assignment trends, requests for additional credits, and any other matters needed to determine Agreement compliance or necessary Agreement modifications.

2.5.2 Renegotiation Due to Change in Rule or Standard. This Agreement may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or City Ordinance/Resolution.

2.5.3 Renegotiation due to increased direct costs such as rent and labor. Every two years, the RALJ Public Defender may request a hourly price increase by providing proof of increase sufficient to allow the city to analyze the validity of the requested increase to the City Purchasing Manager. Such documentation must be presented not less than 60 days prior to the anniversary of the contract term. Any such increase will only be effective upon written acceptance issued by the City of Everett to the RALJ Public Defender.

3. Term. The term of this Agreement shall be from September 1, 2025, through August 31, 2027, unless sooner terminated as provided herein. The parties agree to negotiate in good faith to provide for an appropriate transition to a new RALJ Public Defender at the end of any term if the City is delayed in reaching agreement with a successor and the RALJ Public Defender is requested to continue past the termination date.

3.1 For Cause. This Agreement may be terminated for good cause for violation of any material term of this Agreement. “*Material term*” shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards, the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of an attorney providing service under this Agreement, has been suspended or revoked. Any violation of the other provisions of this Agreement shall be subject to cure. Written notice of Agreement violation shall be provided to the RALJ Public Defender who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City’s discretion. In lieu of terminating this Agreement, the City may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this Agreement does not affect any existing obligation or liability of either party.

3.3 Obligations Survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

3.3.1 Representation. The compensation established in this Agreement compensates RALJ Public Defender for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated, the RALJ Public Defender will continue to represent clients on assigned cases until the appeal matter is resolved.

3.3.2 The provisions of Sections 1 and 5, as well as subsection 2.4 survive termination as to the RALJ Public Defender. The City shall remain bound by the provisions of subsection 2.4 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

4. Nondiscrimination. Neither the RALJ Public Defender nor any person acting on behalf of the RALJ Public Defender, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The RALJ Public Defender agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including RALJ Public Defender's fees or awards, and including claims by RALJ Public Defender's own employees to which RALJ Public Defender might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the RALJ Public Defender, its officers or agents.

It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the RALJ Public Defender's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver.

The City agrees to hold harmless and indemnify the RALJ Public Defender, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including RALJ Public Defender's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the City, its officers or agents.

This Section 5 shall survive the termination or expiration of this Agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The RALJ Public Defender shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the RALJ Public Defender, or the agents, representatives, employees, or subcontractors of the RALJ Public Defender.

6.1 Minimum Scope of Insurance. The RALJ Public Defender shall obtain insurance of the types described below, naming the City as an additional named insured:

6.1.1 General Liability with a minimum limit of liability of \$2,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.2 Automobile Liability covering owned and non-owned vehicles with a minimum limit of liability of \$1,000,000 combined single limit each occurrence bodily injury and property damage.

6.1.3 Professional Liability (Errors and Omissions) for RALJ Public Defender with a minimum limit of liability of \$2,000,000 each claim.

6.1.4 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. RALJ Public Defender shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the RALJ Public Defender before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The RALJ Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Agreement. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Agreement or extension(s) thereof, but not filed during the term of the Agreement.

7. Work Performed by RALJ Public Defender. In addition to compliance with the Standards, in the performance of work under this Agreement, RALJ Public Defender shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to RALJ Public Defender's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at RALJ Public Defender's Risk. RALJ Public Defender shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the RALJ Public Defender shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. RALJ Public Defender shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, no Subcontracting. This Agreement has been entered into in consideration of the RALJ Public Defender's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the RALJ Public Defender without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the RALJ Public Defender.

11. Entire Agreement. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. This Agreement shall supersede any and all prior agreements between the parties.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

**CITY:**

City of Everett  
City Attorney's Office  
2930 Wetmore Ave., Suite 10-C  
Everett WA 98201

**RALJ PUBLIC DEFENDER:**

Snohomish County Public Defender Assn.  
Attention: Kathleen Kyle  
2722 Colby Ave., Suite 200  
Everett, WA 98201

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options and the same shall be and remain in full force and effect.

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Agreement Administrator, whose decision shall be final. Provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the RALJ Public Defender and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable RALJ Public Defender's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington

Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Snohomish County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF EVERETT

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

ATTEST:

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

SNOHOMISH COUNTY PUBLIC  
DEFENDER ASSOCIATION

By: \_\_\_\_\_  
Kathleen Kyle, Director

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

**Project title:** Adopt a Resolution Declaring a 2017 Ford F550 with Altec AT40G Hybrid Electric Manlift Bucket Surplus and Authorizing Sale at Public Auction

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent  
Action 9/03/25  
Ordinance  
Public hearing  
Yes No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Resolution

**Department(s) involved:**

Procurement & Motor  
Vehicles

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Resolution declaring a 2017 Ford F550 with Altec AT40G Hybrid Electric Manlift Bucket (J0161) Surplus and Authorizing Sale at Public Auction

**Partner/Supplier:** N/A

**Location:** N/A

**Preceding action:** N/A

**Fund:** 401 Utilities

### Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

### Project summary statement:

RCW 35.94.040, amended by the Legislature in 2020, requires a public hearing before the sale of equipment originally acquired for public utility purposes if its value exceeds \$50,000.

The Public Works Department, Utilities Division, owns a 2017 Ford F550 with an Altec AT40G Hybrid Electric Manlift Bucket (J0161). The department no longer needs the truck, as the position was eliminated. Additionally, the truck experienced random, recurring electrical issues due to its early design as a hybrid bucket truck.

J0161 has approximately 646 hours and has an estimated surplus value of \$84,000. It is no longer needed and is not being replaced.

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

Adopt a Resolution declaring a 2017 Ford F550 with Altec AT40G Hybrid Electric Manlift Bucket J0161 surplus and authorize its sale at public auction.



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

**A RESOLUTION declaring a 2017 Ford F550 with Altec AT40G Hybrid Electric Manlift Bucket (J0161) surplus and authorizing it for sale at public auction.**

**WHEREAS,**

1. The City has a 2017 Ford F550 with Altec AT40G Hybrid Electric Manlift Bucket (J0161)
2. The above-referenced equipment is no longer of value or use to the City. The equipment was originally acquired for public utility purposes. The City Utilities Division has determined that the equipment is not required to provide continued public utility service. The equipment has an estimated value in excess of \$50,000.
3. Chapter 3.88 EMC establishes a procedure and methods for surplus or disposition of City-owned personal property
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests.
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.
6. In accordance with RCW 35.94.040, the City Council held a public hearing regarding the proposed surplus and sale of the equipment before the adoption of this resolution.

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

1. The City has a 2017 Ford F550 with Altec AT40G Hybrid Electric Manlift Bucket (J0161). This equipment is determined to be surplus to the city's needs and is not required to provide continued public utility service.
2. The disposition of this equipment at a public auction is hereby authorized.

\_\_\_\_\_  
Councilmember introducing Resolution

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

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



## City Council Agenda Item Cover Sheet

**Project title:** An Ordinance creating a special improvement project entitled "Riverpoint Outfalls Replacement" Fund 336, Program 049.

**Council Bill #** *interoffice use*

CB 2508-46

**Agenda dates requested:**

1<sup>st</sup> Reading 9/03/25

2<sup>nd</sup> Reading 9/10/25

Consent

Action 9/17/25

Ordinance x

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Proposed Ordinance

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Grant Moen

**Phone number:**

425-257-8947

**Email:**

gmoen@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Riverpoint Outfalls Replacement

**Partner/Supplier:**

**Location:** North and South Outfall at Riverpoint (EPIC)

**Preceding action:** None

**Fund:** 336 - Water & Sewer System Improvements Fund

**Fiscal summary statement:**

This funding ordinance establishes funding and accounting for the Riverpoint Outfalls project. The programmed available funding for design and construction of this project is \$2,000,000. The funding source for this project will be Fund 401 – Water & Sewer Utility.

**Project summary statement:**

This project will improve drainage of the Riverpoint (EPIC) area by replacing two undersized stormwater outfalls (North and South Outfall) to the Snohomish River. This replacement will reduce backflow during wet conditions, help mitigate localized flooding along Railway Avenue and accommodate future development. Additionally, a water quality treatment facility using a Modular Wetlands Linear stormwater treatment system will be installed at the South Outfall to improve water quality by treating the approximately 43.8-acre contributing basin.

Anticipated future development of this area includes the construction of a bridge over the railroad tracks at Everett Avenue connecting to Railway Avenue, and construction of the new Public Works Service Center. This project will establish a foundation for improving water quality before full-scale development begins and ensure adequate drainage system capacity.

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

Adopt an Ordinance creating a Special Improvement Project entitled "Riverpoint Outfalls Replacement" Fund 336, Program 049.





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

**An ORDINANCE creating a special improvement project entitled “Riverpoint Outfalls Replacement” Fund 336, Program 049, to accumulate all costs for the improvement.**

**WHEREAS,**

- A.** The City of Everett is committed to a planned stormwater infrastructure improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct certain stormwater improvements.

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

**Section 1.** A special improvement project is hereby established as Fund 336, Program 049, entitled “Riverpoint Outfalls Replacement” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

**Section 2.** Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

**Section 3.** The sum of \$2,000,000 is hereby appropriated to Fund 336, Program 049, “Riverpoint Outfalls Replacement” as follows:

|                                                    |             |
|----------------------------------------------------|-------------|
| A. Estimated Project Design and Construction Costs | \$2,000,000 |
| B. Source of Funds                                 |             |
| Fund 401 – Water/Sewer Utility Fund                | \$2,000,000 |

**Section 4.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as

may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

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Cassie Franklin, Mayor

ATTEST:

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Marista Jorve, City Clerk

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

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

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

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



## City Council Agenda Item Cover Sheet

**Project title:** An Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4099-25.

**Council Bill #** *interoffice use*

CB 2508-47

**Agenda dates requested:**

Briefing 9/3/25  
Proposed action 9/10/25  
Action 9/17/25  
Ordinance X  
Public hearing

Yes X No

**Budget amendment:**

X Yes No

**PowerPoint presentation:**

X Yes No

**Attachments:**

Ordinance

**Department(s) involved:**

Finance

**Contact person:**

Heide Brillantes

**Phone number:**

(425) 257-8612

**Email:**

HBrillantes@everettwa.gov

**Initialed by:**

HB

Department head

Administration

Council President

**Project:** 2025 Budget Amendment #3

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** Ordinance No. 4099-25

**Fund:** Multiple

### Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2025 Operating Budget, increasing General Government budgeted expenditures by \$671,767 and increasing Non-General Government budgeted expenses by \$32,194,474, for a total of \$32,866,241.

### Project summary statement:

This budget amendment revises the 2025 budget to appropriate funding for financial activities that will occur this year.

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

Adopt an Ordinance approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4099-25.

**2025 BUDGET ADJUSTMENTS for Budget Amendment # 3**
**General Government Amendments**

| <u>Fund</u>                                | <u>Description</u>                                 | <u>Increase/(Decrease)</u>    |                 |                     | <u>Ending Fund Balance</u> |
|--------------------------------------------|----------------------------------------------------|-------------------------------|-----------------|---------------------|----------------------------|
|                                            |                                                    | <u>Beginning Fund Balance</u> | <u>Revenues</u> | <u>Expenditures</u> |                            |
| GGR-10 Emergency Management                | Emergency Management - Department of Ecology Grant | -                             | -               | 25,432              | (25,432)                   |
| GGR-10 General Fund                        | Emergency Management - Department of Ecology Grant | 25,432                        | -               | -                   | 25,432                     |
| GGA-8 General Fund                         | Workforce Adjustments                              | -                             | 97,285          | -                   | 97,285                     |
| GGA-8 CPED                                 | Workforce Adjustments                              | -                             | -               | 97,285              | (97,285)                   |
| GGA-8 Legal                                | Workforce Adjustments                              | -                             | -               | 100,000             | (100,000)                  |
| GGA-8 Non-Departmental                     | Workforce Adjustments                              | -                             | -               | -                   | -                          |
| GGA-9 Non-Departmental                     | Distribution of Vacancy Budget Offset              | -                             | -               | 5,324,000           | (5,324,000)                |
| GGA-9 General Fund                         | Distribution of Vacancy Budget Offset              | -                             | 700,000         | -                   | 700,000                    |
| GGA-9 Police                               | Distribution of Vacancy Budget Offset              | -                             | -               | (3,359,000)         | 3,359,000                  |
| GGA-9 Fire                                 | Distribution of Vacancy Budget Offset              | -                             | -               | (600,000)           | 600,000                    |
| GGA-9 Streets                              | Distribution of Vacancy Budget Offset              | -                             | (400,000)       | (400,000)           | -                          |
| GGA-9 Engineering & Public Services        | Distribution of Vacancy Budget Offset              | -                             | -               | (400,000)           | 400,000                    |
| GGA-9 Parks & Community Services           | Distribution of Vacancy Budget Offset              | -                             | (300,000)       | (300,000)           | -                          |
| GGA-9 Information Technology               | Distribution of Vacancy Budget Offset              | -                             | -               | (150,000)           | 150,000                    |
| GGA-9 Municipal Court                      | Distribution of Vacancy Budget Offset              | -                             | -               | (75,000)            | 75,000                     |
| GGA-9 Animal Services                      | Distribution of Vacancy Budget Offset              | -                             | -               | (40,000)            | 40,000                     |
| GGA-10 Library                             | Library - Internet Utilities                       | -                             | 5,650           | 5,650               | -                          |
| GGA-10 General Fund                        | Library - Internet Utilities                       | -                             | (5,650)         | -                   | (5,650)                    |
| GGA-10 Non-Departmental                    | Library - Internet Utilities                       | -                             | -               | -                   | -                          |
| GGA-11 General Fund                        | Indigent Defense Grant                             | -                             | 165,000         | -                   | 165,000                    |
| GGA-11 Legal                               | Indigent Defense Grant                             | -                             | -               | 165,000             | (165,000)                  |
| GGA-12 Non-Departmental                    | Interfund Transfer for Reservoir #3 Site Cleanup   | -                             | -               | 278,400             | (278,400)                  |
| <b>Total General Government Amendments</b> |                                                    | <b>25,432</b>                 | <b>262,285</b>  | <b>671,767</b>      | <b>(384,050)</b>           |

**Non-General Government Amendments**

| <u>Fund</u>                                    | <u>Description</u>                                  | <u>Increase/(Decrease)</u>    |                   |                     | <u>Ending Fund Balance</u> |
|------------------------------------------------|-----------------------------------------------------|-------------------------------|-------------------|---------------------|----------------------------|
|                                                |                                                     | <u>Beginning Fund Balance</u> | <u>Revenues</u>   | <u>Expenditures</u> |                            |
| NGA-14 CIP-1                                   | CIP-1 General Government Capital Projects           | -                             | -                 | 277,000             | (277,000)                  |
| NGA-15 Emergency Medical Services Fund         | Fire Training Center Project Design                 | -                             | -                 | 200,000             | (200,000)                  |
| NGA-16 CIP-3                                   | CIP-3 Parks Projects                                | -                             | -                 | 2,375,159           | (2,375,159)                |
| NGA-17 Debt Service Fund                       | 2025 Limited Tax General Obligation Bonds, Series A | -                             | 21,535,046        | 21,535,046          | -                          |
| NGA-17 CIP-2                                   | 2025 Limited Tax General Obligation Bonds, Series A | -                             | 16,796,610        | -                   | 16,796,610                 |
| NGA-18 Debt Service Fund                       | 2025 Limited Tax General Obligation Bonds, Series B | -                             | 6,150,786         | 6,150,786           | -                          |
| NGA-19 CIP-4                                   | Adjustment to Reserve Balances                      | -                             | 213,873           | -                   | 213,873                    |
| NGA-19 Cum Res/Real Prop Acq                   | Adjustment to Reserve Balances                      | -                             | 261,166           | -                   | 261,166                    |
| NGA-20 Fund for Animals                        | Animal Reserve Grants and Donations                 | -                             | 115,903           | 115,903             | -                          |
| NGA-21 Cumulative Reserve for Library          | Library Reserve Donation                            | -                             | 5,000             | 5,000               | -                          |
| NGA-22 Health Benefits Reserve                 | Health Benefits Cash Reserves                       | -                             | 1,535,580         | 1,535,580           | -                          |
| <b>Total Non-General Government Amendments</b> |                                                     | <b>-</b>                      | <b>46,613,964</b> | <b>32,194,474</b>   | <b>14,419,490</b>          |

|                                                            |               |                   |                   |                   |
|------------------------------------------------------------|---------------|-------------------|-------------------|-------------------|
| <b>TOTAL General and Non-General Government Amendments</b> | <b>25,432</b> | <b>46,876,249</b> | <b>32,866,241</b> | <b>14,035,440</b> |
|------------------------------------------------------------|---------------|-------------------|-------------------|-------------------|



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

**An ORDINANCE approving the appropriations of the 2025 revised City of Everett Budget and amending Ordinance No. 4099-25.**

**WHEREAS,**

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2025 Budget.

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

**Section 1.** Ordinance No. 4099-25 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2025 Budget with a total increased expenditure appropriation of \$32,866,241.

|                     | <u>Beginning Fund balance<br/>and 2025 Revenues</u> | <u>Expenditures</u>   | <u>Ending Fund Balance</u> |
|---------------------|-----------------------------------------------------|-----------------------|----------------------------|
| 2025 Amended Budget | \$ 981,067,420                                      | \$ 688,045,929        | \$ 293,021,491             |
| Budget Amendment #3 | 46,901,681                                          | 32,866,241            | 14,035,440                 |
| 2025 Amended Budget | <u>\$ 1,027,969,101</u>                             | <u>\$ 720,912,170</u> | <u>\$ 307,056,931</u>      |

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

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

**Section 4.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which

may be in existence on the effective date of this Ordinance.

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

ATTEST:

\_\_\_\_\_  
Marista Jorve, City Clerk

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

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

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

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

**2025  
Budget Adjustments  
Tally Sheet**

|        | Department           |                                                    | Code | Rev    | Exp    | EFB |
|--------|----------------------|----------------------------------------------------|------|--------|--------|-----|
| GGR-10 | Emergency Management | Emergency Management - Department of Ecology Grant | 030R |        | 25,432 |     |
| GGR-10 | General Fund         | Emergency Management - Department of Ecology Grant | 002R | 25,432 |        |     |

In 2024, the Emergency Management department received \$49,000 from Washington State Department of Ecology's Spill Prevention, Preparedness, and Response Equipment grant program. This reappropriation carries forward \$25,432 in unspent grant funds to be used in 2025.

|                                                  |     |            |        |        |
|--------------------------------------------------|-----|------------|--------|--------|
| Increase M&O expenditures - Emergency Management | 030 | 5600000350 | 17,432 |        |
| Increase M&O expenditures - Emergency Management | 030 | 5600000410 | 8,000  |        |
| Increase beginning fund balance - General Fund   | 002 | 3080000000 |        | 25,432 |

|       | Department       |                       |      | Rev    | Exp     | FB        |
|-------|------------------|-----------------------|------|--------|---------|-----------|
| GGA-8 | General Fund     | Workforce Adjustments | 002A | 97,285 |         |           |
| GGA-8 | CPED             | Workforce Adjustments | 021A |        | 97,285  |           |
| GGA-8 | Legal            | Workforce Adjustments | 003A |        | 100,000 |           |
| GGA-8 | Non-Departmental | Workforce Adjustments | 009A |        |         | (100,000) |

This amendment proposes an increase in labor expenditures to fund staffing changes, including:

- Addition of 1.0 FTE Community Support Crisis Responder funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) grant
- Addition of 1.0 FTE Legal Administrator as part of succession planning and to support the indigent defense program
- Allocation for retirement payout in the Legal department

|                                                        |     |            |        |         |
|--------------------------------------------------------|-----|------------|--------|---------|
| Increase transfers in revenues (SAMHSA) - General Fund | 002 | 3970000155 |        | 97,285  |
| Increase labor expenditures - CPED                     | 021 | 5027000110 | 73,700 |         |
| Increase labor expenditures - CPED                     | 021 | 5027000210 | 23,585 |         |
| Increase labor expenditures - Legal                    | 003 | 5100000110 | 55,000 |         |
| Increase labor expenditures - Legal                    | 003 | 5100000210 | 45,000 |         |
| Reduce ending fund balance - Non-Departmental          | 009 | 5980000490 |        | 100,000 |

**2025  
Budget Adjustments  
Tally Sheet**

|       | Department                    |                                       | Code | Rev       | Exp         | FB |
|-------|-------------------------------|---------------------------------------|------|-----------|-------------|----|
| GGA-9 | Non-Departmental              | Distribution of Vacancy Budget Offset | 009A |           | 5,324,000   |    |
| GGA-9 | General Fund                  | Distribution of Vacancy Budget Offset | 002A | 700,000   |             |    |
| GGA-9 | Police                        | Distribution of Vacancy Budget Offset | 031A |           | (3,359,000) |    |
| GGA-9 | Fire                          | Distribution of Vacancy Budget Offset | 032A |           | (600,000)   |    |
| GGA-9 | Streets                       | Distribution of Vacancy Budget Offset | 120A | (400,000) | (400,000)   |    |
| GGA-9 | Engineering & Public Services | Distribution of Vacancy Budget Offset | 024A |           | (400,000)   |    |
| GGA-9 | Parks & Community Services    | Distribution of Vacancy Budget Offset | 101A | (300,000) | (300,000)   |    |
| GGA-9 | Information Technology        | Distribution of Vacancy Budget Offset | 015A |           | (150,000)   |    |
| GGA-9 | Municipal Court               | Distribution of Vacancy Budget Offset | 005A |           | (75,000)    |    |
| GGA-9 | Animal Services               | Distribution of Vacancy Budget Offset | 026A |           | (40,000)    |    |

This amendment locks in department labor under expenditures in the amount of \$5,624,000. Department budgets are reduced by this amount and allocated to the General Government Non-Departmental 009 to offset the 2025 budgeted labor under expenditure assumption. This follows our strategic, long-range financial practice to reduce the operating budget mid-year as a result of savings.

|                                                           |     |            |           |           |
|-----------------------------------------------------------|-----|------------|-----------|-----------|
| Adjust expenditures - Non-Departmental                    | 009 | multiple   | 5,624,000 | 300,000   |
| Reduce labor expenditures - Police                        | 031 | multiple   |           | 3,359,000 |
| Reduce labor expenditures - Fire                          | 032 | multiple   |           | 600,000   |
| Reduce labor expenditures - Streets                       | 120 | multiple   |           | 400,000   |
| Reduce labor expenditures - Engineering & Public Services | 024 | multiple   |           | 400,000   |
| Reduce labor expenditures - Parks & Community Services    | 101 | multiple   |           | 300,000   |
| Reduce labor expenditures - Information Technology        | 015 | multiple   |           | 150,000   |
| Reduce labor expenditures - Municipal Court               | 005 | multiple   |           | 75,000    |
| Reduce labor expenditures - Animal Services               | 026 | multiple   |           | 40,000    |
| Increase property tax distribution - General Fund         | 002 | 3111002000 |           | 700,000   |
| Reduce property tax distribution - Parks                  | 101 | 3111010010 | 300,000   |           |
| Reduce property tax distribution - Streets                | 120 | 3111000000 | 400,000   |           |

|        | Department       |                              | Code | Rev     | Exp   | FB      |
|--------|------------------|------------------------------|------|---------|-------|---------|
| GGA-10 | Library          | Library - Internet Utilities | 110A | 5,650   | 5,650 |         |
| GGA-10 | General Fund     | Library - Internet Utilities | 002A | (5,650) |       |         |
| GGA-10 | Non-Departmental | Library - Internet Utilities | 009A |         |       | (5,650) |

This amendment increases the Library's M&O budget to cover the unexpected internet cost increase due to the delay of LibTech implementation.

|                                                 |     |            |       |       |
|-------------------------------------------------|-----|------------|-------|-------|
| Increase M&O expenditures - Library             | 110 | 560000470  | 5,650 |       |
| Increase property tax distribution - Library    | 110 | 3111010000 |       | 5,650 |
| Reduce property tax distribution - General Fund | 002 | 3111002000 | 5,650 |       |
| Reduce ending fund balance - Non-Departmental   | 009 | 5980000490 |       | 5,650 |



**2025  
Budget Adjustments  
Tally Sheet**

|        | Department   |                        | Code | Rev     | Exp     | FB |
|--------|--------------|------------------------|------|---------|---------|----|
| GGA-11 | General Fund | Indigent Defense Grant | 002A | 165,000 |         |    |
| GGA-11 | Legal        | Indigent Defense Grant | 003A |         | 165,000 |    |

The City was awarded \$165,000 from the Washington State Office of Public Defense. The award will be used to reimburse eligible expenses related to public defense services for indigent adults facing charges or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug. The grant period is July 1, 2025 through June 30, 2026.

|                                              |     |            |         |         |
|----------------------------------------------|-----|------------|---------|---------|
| Increase state grant revenues - General Fund | 002 | 3341120003 |         | 165,000 |
| Increase M&O expenditures - Legal            | 003 | 5250000410 | 165,000 |         |

|        | Department       |                                                  | Code | Rev | Exp     | FB        |
|--------|------------------|--------------------------------------------------|------|-----|---------|-----------|
| GGA-12 | Non-Departmental | Interfund Transfer for Reservoir #3 Site Cleanup | 009A |     | 278,400 | (278,400) |

This amendment increases Non-Departmental Fund 009 M&O expenditures to reimburse the Water & Sewer Utility Fund 401 for the General Government's share of environmental remediation costs at Reservoir #3.

|                                               |     |            |         |         |
|-----------------------------------------------|-----|------------|---------|---------|
| Increase M&O expenditures - Non-Departmental  | 009 | 5000401550 | 278,400 |         |
| Reduce ending fund balance - Non-Departmental | 009 | 5980000490 |         | 278,400 |

|        | Department |                                           | Code | Rev | Exp     | FB        |
|--------|------------|-------------------------------------------|------|-----|---------|-----------|
| NGA-14 | CIP-1      | CIP-1 General Government Capital Projects | 162A |     | 277,000 | (277,000) |

This amendment increases the CIP 1 expenditure budget for the following projects:  
 --\$100,000 Animal Shelter HVAC Controls Update as approved in Ordinance No. 4073-25  
 --\$50,000 Downtown Restrooms Access Controls as approved in Ordinance No. 4081-25  
 --\$127,000 Police Firing Range Renovations as approved in Ordinance No. 4094-25

|                                    |     |            |         |         |
|------------------------------------|-----|------------|---------|---------|
| Increase M&O expenditures - CIP-1  | 162 | 5500000550 | 277,000 |         |
| Reduce ending fund balance - CIP-1 | 162 | 5500999490 |         | 277,000 |

|        | Department                      |                                     | Code | Rev | Exp     | FB        |
|--------|---------------------------------|-------------------------------------|------|-----|---------|-----------|
| NGA-15 | Emergency Medical Services Fund | Fire Training Center Project Design | 153A |     | 200,000 | (200,000) |

This amendment increases the Emergency Medical Services Fund 153 M&O expenditure budget for the Fire Training Center Project as approved by Ordinance No. 4066-25.

|                                                              |     |            |         |         |
|--------------------------------------------------------------|-----|------------|---------|---------|
| Increase M&O expenditures - Emergency Medical Services Fund  | 153 | 5600000550 | 200,000 |         |
| Reduce ending fund balance - Emergency Medical Services Fund | 153 | 5990000490 |         | 200,000 |

**2025  
Budget Adjustments  
Tally Sheet**

|        | Department | Code                 | Rev  | Exp       | FB          |
|--------|------------|----------------------|------|-----------|-------------|
| NGA-16 | CIP-3      | CIP-3 Parks Projects | 154A | 2,375,159 | (2,375,159) |

This amendment increases the CIP 3 expenditure budget for the following projects:  
 --\$15,159 Edgewater Park Renovation as approved by Ordinance No. 4089-25  
 --\$100,000 Thornton A. Sullivan Dock Repair Work as approved by Ordinance No. 4084-25  
 --\$345,000 Drew Nielsen Playground Replacement as approved by Ordinance No. 4075-25  
 --\$990,000 Parks Restroom Renovation as approved by Ordinance No. 4068-25  
 --\$575,000 Lowell Park Playground Replacement as approved by Ordinance No. 4080-25  
 --\$50,000 Forest Park Entry Driveway Repave as approved by Ordinance No. 4079-25  
 --\$300,000 Park Restrooms Access Control as approved by Ordinance No. 4081-25

|                                    |     |            |           |           |
|------------------------------------|-----|------------|-----------|-----------|
| Increase M&O expenditures - CIP-3  | 154 | 5354010550 | 2,375,159 |           |
| Reduce ending fund balance - CIP-3 | 154 | 5990000490 |           | 2,375,159 |

|        | Department        | Code                                                | Rev  | Exp        | FB         |
|--------|-------------------|-----------------------------------------------------|------|------------|------------|
| NGA-17 | Debt Service Fund | 2025 Limited Tax General Obligation Bonds, Series A | 210A | 21,535,046 | 21,535,046 |
| NGA-17 | CIP-2             | 2025 Limited Tax General Obligation Bonds, Series A | 162A | 16,796,610 | 16,796,610 |

The City issued LTGO Bonds Series A to finance the Everett Municipal Building Tenant Improvement and Edgewater Bridge Replacement projects. The bonds were sold at auction on April 22, 2025. The true interest cost (TIC) on the new bonds is 4.43%. This amendment will provide the budget authority to account for the transaction and to transfer the bond proceeds to the designated projects as authorized by Ordinance No. 4082-25

|                                                             |     |            |            |            |
|-------------------------------------------------------------|-----|------------|------------|------------|
| Increase bond principal proceeds                            | 210 | 3930281000 |            | 19,995,000 |
| Increase bond premium proceeds                              | 210 | 3920281000 |            | 1,540,046  |
| Increase bond underwriter's discount                        | 210 | 5120281890 | 483,237    |            |
| Increase bond issuance cost                                 | 210 | 5120281890 | 105,199    |            |
| Increase transfers-out Debt Service, EMB Tenant Improvement | 210 | 5120281550 | 16,796,610 |            |
| Increase transfers-out Debt Service, Edgewater Bridge       | 210 | 5120281550 | 4,150,000  |            |
| Increase transfers-in CIP-2, EMB Tenant Improvement         | 162 | 3971050000 |            | 16,796,610 |
| Increase ending fund balance, EMB Tenant Improvement        | 162 | 5500999490 | 16,796,610 |            |

|        | Department        | Code                                                | Rev  | Exp       | FB        |
|--------|-------------------|-----------------------------------------------------|------|-----------|-----------|
| NGA-18 | Debt Service Fund | 2025 Limited Tax General Obligation Bonds, Series B | 210A | 6,150,786 | 6,150,786 |

The City issued LTGO Bonds Series B to finance the Later Phase Eclipse Mill Park and Lowell Riverfront Trail Improvement projects. The bonds were sold at auction on April 22, 2025. The true interest cost (TIC) on the new bonds is 4.37%. This amendment will provide the budget authority to account for this transaction as authorized by Ordinance No. 4082-25.

|                                                 |     |            |           |           |
|-------------------------------------------------|-----|------------|-----------|-----------|
| Increase bond principal proceeds                | 210 | 3930282000 |           | 5,780,000 |
| Increase bond premium proceeds                  | 210 | 3920282000 |           | 370,786   |
| Increase bond underwriter's discount            | 210 | 5120282890 | 70,516    |           |
| Increase bond issuance cost                     | 210 | 5120282890 | 30,410    |           |
| Increase transfers-out, Eclipse Mill Park       | 210 | 5120282550 | 4,400,000 |           |
| Increase transfers-out, Lowell Riverfront Trail | 210 | 5120282550 | 1,649,860 |           |

**2025  
Budget Adjustments  
Tally Sheet**

|        | Department            |                                | Code | Rev     | Exp | FB      |
|--------|-----------------------|--------------------------------|------|---------|-----|---------|
| NGA-19 | CIP-4                 | Adjustment to Reserve Balances | 162A | 213,873 |     | 213,873 |
| NGA-19 | Cum Res/Real Prop Acq | Adjustment to Reserve Balances | 145A | 261,166 |     | 261,166 |

This amendment increases the beginning balances for both CIP-4 and Cumulative Reserve for Real Property Acquisition funds. The 2025 beginning balances are higher than originally estimated in the adopted budget. This adjustment ensures the funds maintain positive ending balances.

|                                                                                             |     |               |         |         |
|---------------------------------------------------------------------------------------------|-----|---------------|---------|---------|
| Increase beginning fund balance - CIP-4                                                     | 162 | 3080062000    |         | 213,873 |
| Increase ending fund balance - CIP-4                                                        | 162 | 5620999490    | 213,873 |         |
| Increase beginning fund balance - Cumulative Reserve for Real Property Acquisition Fund 145 | 145 | 3080000000    |         | 261,166 |
| Increase ending fund balance - Cumulative Reserve for Real Property Acquisition Fund 145    | 145 | 5980000000999 | 261,166 |         |

|        | Department       |                                     | Code | Rev     | Exp     | FB |
|--------|------------------|-------------------------------------|------|---------|---------|----|
| NGA-20 | Fund for Animals | Animal Reserve Grants and Donations | 151A | 115,903 | 115,903 |    |

This amendment proposes to increase Fund for Animals expenditure budget for the following donations received and unspent in 2024 and 2025:  
 --\$53,903 ASPCA Behavior Grant  
 --\$20,000 Petco Love Grant  
 --\$25,000 Best Friends Animal Society  
 --\$17,000 in Stripe credit card transaction fees for online donations.

|                                                        |     |             |        |         |
|--------------------------------------------------------|-----|-------------|--------|---------|
| Increase beginning fund balance - Fund for Animals 151 | 151 | 30800000000 |        | 12,500  |
| Increase donation - Fund for Animals 151               | 151 | 36700000000 |        | 103,403 |
| Increase M&O expenditures - Fund for Animals 151       | 151 | 5010000410  | 63,903 |         |
| Increase M&O expenditures - Fund for Animals 151       | 151 | 5010000350  | 10,000 |         |
| Increase M&O expenditures - Fund for Animals 151       | 151 | 5010000494  | 17,000 |         |
| Increase M&O expenditures - Fund for Animals 151       | 151 | 5010000550  | 25,000 |         |

|        | Department                     |                          | Code | Rev   | Exp   | FB |
|--------|--------------------------------|--------------------------|------|-------|-------|----|
| NGA-21 | Cumulative Reserve for Library | Library Reserve Donation | 152A | 5,000 | 5,000 |    |

The Library received \$5,000 donation from the Everett Woman's Book Club in 2025. This amendment increases the Library Reserve Fund's expenditure budget to utilize the revenue.

|                                     |     |            |       |       |
|-------------------------------------|-----|------------|-------|-------|
| Increase donation revenue - Library | 152 | 3670000071 |       | 5,000 |
| Increase M&O expenditures - Library | 152 | 5710000494 | 5,000 |       |

|        | Department              |                               | Code | Rev       | Exp       | FB |
|--------|-------------------------|-------------------------------|------|-----------|-----------|----|
| NGA-22 | Health Benefits Reserve | Health Benefits Cash Reserves | 508A | 1,535,580 | 1,535,580 |    |

This amendment re-balances cash reserves between the HMA Legacy PPO and the HMA CDHP medical plans. Cash reserves are allocated to the two medical plans proportional to their participation.

|                                  |     |            |           |           |
|----------------------------------|-----|------------|-----------|-----------|
| Increase CDHP Transfer In        | 508 | 3970000200 |           | 1,535,580 |
| Increase HMA Legacy Transfer Out | 508 | 5170000550 | 1,535,580 |           |

**Project title:** Port Gardner Storage Facility - Project Labor Agreement

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent  
Action 9/03/25  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Project Labor Agreement

**Department(s) involved:**

Public Works, Admin

**Contact person:**

Ryan Sass

**Phone number:**

425.257-8942

**Email:**

rsass@everettwa.gov

**Initialed by:**

RLS

Department head

Administration

Council President

**Project:** Port Gardner Storage Facility (PGSF) Project Labor Agreement

**Partner/Supplier:** NW Washington Building and Construction Trades Council  
Western States Regional Council of Carpenters  
Craft Unions & District Councils Signatory to this Agreement

**Location:** 2200 West Marine View Drive

**Preceding action:** Funding Ordinance 4069-25 [02/05/2025](#)  
Professional Services Agreement with Intelligent Partnerships [10/09/2024](#)

**Fund:** Fund 336 – Water & Sewer System Improvements

**Fiscal summary statement:**

Funding for this Project Labor Agreement for the Port Gardner Storage Facility construction project (PGSF) is included in the programmed available funding of \$150,800,000 for the PGSF construction project per Plans & Systems Ordinance No. 4069-25. This includes the direct costs of administering the program under a Professional Services Agreement with Intelligent Partnerships, Inc. in the amount of \$956,175.

**Project summary statement:**

The Port Gardner Storage Facility repurposes the former Kimberly Clark Wastewater Treatment plant to temporarily store combined sewage flows during wet weather to reduce and control Combined Sewer Overflows (CSOs). The City is required to complete the project by the end of 2027 under an Agreed Order with the Department of Ecology.

Everett Public Works is currently working on two Project Labor Agreement programs. This Project Labor Agreement (PLA) is the first one and will be used on the Port Gardner Storage Facility construction project. The second PLA is for Phase 2 of the Reservoir 3 Replacement project.

For each of the two PLAs, the projects selected are similar in size, scope, and complexity to other projects concurrently being accomplished using our regular processes. This will allow for a direct comparison of results. Public Works will prepare an analysis comparing the projects after completion of the two Project Labor Agreement programs which may inform future policy decisions. This Project Labor Agreement is in accordance with City Council [Resolution #7461](#).

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

Authorize the Mayor to sign the Project Labor Agreement for the Port Gardner Storage Facility.

**PROJECT LABOR  
AGREEMENT FOR**

**Port Gardner Storage Facility**

**by and between  
The CITY OF EVERETT**

**and  
NORTHWEST WASHINGTON  
BUILDING AND CONSTRUCTION TRADES COUNCIL**

**and the  
WESTERN STATES REGIONAL COUNCIL OF CARPENTERS**

**and the  
CRAFT UNIONS & DISTRICT COUNCILS  
SIGNATORY TO THIS AGREEMENT**

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## PROJECT LABOR AGREEMENT

### PREAMBLE

This Agreement is entered into by and between the City of Everett, ("City" or the "Owner"), the Contractor selected for the covered project defined below, (hereinafter "General Contractor") and the subcontractors (hereinafter "Subcontractors") performing covered work as defined in Section 2.1 (the General Contractor and all Subcontractors collectively hereinafter "Employers" or "Contractors" and each an "Employer" or "Contractor") for the construction of the Port Gardner Storage Facility Project in Everett, Washington (hereinafter "Project" or "covered project") and the Northwest Washington Building and Construction Trades Council ("Council"), the Western States Regional Council of Carpenters and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter "Unions"). This Agreement is referred to herein as "Agreement" or "PLA".

WHEREAS the General Contractor will enter into a public works contract with the City of Everett (the "Owner") for the construction of the Port Gardner Storage Facility Project, in Everett, Washington.

AND WHEREAS, the Employers and Unions (Collectively Hereinafter "Parties"), desire to ensure stable relations for the benefit of the Owner, the Project and the community:

THEREFORE, the Parties agree as follows:

ARTICLE 1  
PURPOSE

- 1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.
- 1.2. It is the objective of the Parties that the construction of this Project will be a benefit to the Owner, the Employers, the Unions, and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.
- 1.3. The parties hereby agree and do establish and put into practice, as set forth in Articles 6 & 7, effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown or interruption and that labor-management peace is maintained for the life of this construction Project.
- 1.4. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act, 29 U.S.C. § 158(f).
- 1.5. The Parties agree that all contractors, subcontractors, or other persons or entities performing covered work under this PLA and in accordance with RCW 39.12 will comply with and become a party to this Agreement by executing the Letter of Assent (EXHIBIT 1) attached hereto. The Parties further agree that the Employers will evaluate all proposals without regard to whether the submitting party is otherwise party to any collective bargaining agreements.



ARTICLE 2  
SCOPE AND DURATION OF AGREEMENT

- 2.1. The applicability of this Agreement shall be limited to the Port Gardner Storage Facility Project. The Agreement will not obligate Employers performing work under this Agreement, to become signatory to any national or local area-wide master labor agreement. The Agreement does not extend to any of the Employer's parents, partners, subsidiaries or affiliates.
- 2.2. Except to the extent modified by this Agreement, the terms and conditions contained in the Unions' Agreements, and their successor Agreements apply. Such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National agreement for Instrument and Control Systems Technicians.
- 2.3. Work performed off-site, specifically and exclusively for the covered project shall be compensated at rates not less than the prevailing wage for the applicable classification in Snohomish County.

ARTICLE 3  
UNION RECOGNITION, UNION REFERRAL,  
HIRING PROCEDURES, and WAGES AND BENEFITS

- 3.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft workers, performing covered work on the Project.
- 3.2. No worker covered by this PLA shall be required to join any Union or pay dues or dues equivalent as a condition of being employed on the Project. The Contractors agree to deduct Union dues or dues equivalent, whichever is applicable from the pay of any worker who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.
- 3.3. For Local Unions having a job referral system, the General Contractor agrees to comply with such system, and it shall be used exclusively by the General Contractor and Employers. Such job referral system will be operated, as set forth herein, in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and nondiscrimination, and referrals shall not be affected by obligations of Union membership or the lack thereof.
- 3.4. By Contractor or Subcontractor request, the Unions shall prioritize dispatch of Priority Hire Workers who are residents of Snohomish County.
- 3.5. In consideration of the mutual desires of the General Contractor, City and the Union that all construction work proceeds efficiently and economically, that the Project attract and retain an adequate supply of skilled workers, and that labor standards, wages and working conditions of the workers be protected, the parties agree that:
  - (a) All workers performing project work under this Agreement shall be classified in accordance with work performed as defined by RCW 39.12. Contractors of every tier recognize the Prevailing Wage for each craft that has been established by the Department of Labor & Industries at the time the General Contractor contract with City of Everett is executed. Once established, that Prevailing Wage shall remain in effect for the duration of the Project.

Contractors will recognize all changes of wages and benefits on the effective date(s) in the individual craft local CBAs covering Snohomish County. If there are multiple craft local CBAs in Snohomish County, the CBA that prevailed at the time of Project contract award shall be the applicable CBA for purposes of wages and benefits. It is further agreed that any retroactive increases will be recognized provided it is part of the negotiated settlement.

All wage increases required by this Section (3.5a) shall be made effective the first full pay period following the effective date of such increase in the applicable craft local collective bargaining agreement

- (b) All Contractors shall make contributions in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions to each of the applicable Schedule A Funds and will make all worker-authorized deductions in the amounts designated. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable Schedule A. Payment of cash in lieu of contributions shall not be permitted.
- (c) All Contractors adopt and agree to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Schedule A Funds.

The Parties will work collaboratively with the relevant trust funds to explore options for providing flexibility or grace periods in cases where small contractors face delayed payment from the General contractor, with the goal of avoiding unnecessary penalties.

- 3.6. The Parties recognize the Owner's commitment to provide opportunities to participate on Projects to Contractors and Subcontractors who may not have previously had a relationship with the Parties to this PLA. To ensure that such Contractors' will have an opportunity to employ their Core workers on the Project(s), the Parties agree that a Contractor or Subcontractor that is not a party to a current CBA with any Union signatory to this Agreement, such Contractor, or its Subcontractor(s), may request by name, and the Local will honor, up to a maximum of five (5) designated Journey level Core workers. Each Contractor may request by name and have dispatched up to five (5) Core Workers, of whom at least two (2) may be registered apprentices from a state-approved apprenticeship program(s). Contractor(s) must first demonstrate that Journey level Core workers possess the following qualifications:

- 1. Possess any license required by State or Federal law for the project work to be performed.
- 2. Have worked a total of at least one thousand two hundred (1,200) hours in the construction craft over the last two (2) year period from the date of dispatch to the Covered Project.
- 3. Were on the Contractor's active payroll for at least sixty (60) out of the one hundred twenty (120) calendar days prior to the contract execution.
- 4. Have the ability to perform safely the basic functions of the applicable trade.
- 5. Contractors and Subcontractors within their first three years of business can exempt their Core Workers from the minimum hours and active payroll requirements as described in 1 & 2. Such Contractors or Subcontractors shall not have performed the Project contracted scope of work under any name or under a past or related license in Washington or any other State.

- 3.7. Core workers who meet the aforementioned qualifications will be dispatched as follows: The Contractor or any Subcontractor may request by name and the Union will honor by referral up to a maximum of five (5) designated Core workers on an alternating basis as follows with the Contractor or its Subcontractors selecting first:
1. Core Worker
  2. Core Worker
  3. Union Worker
  4. Union Worker
  5. Core Worker
  6. Union Worker
  7. Core Worker
  8. Union Worker
  9. Core Worker
- 3.8. All subsequent referrals will be through the respective Union Hiring Hall.
1. Core workers of Contractors or Subcontractors which may not currently have had a relationship with the Unions signatory to this Agreement are also required to be dispatched from Union hiring halls.
  2. For the duration of the Contractors' work, the ratio of Core workers to hiring hall referrals shall be maintained. When the Contractor's workforce is reduced, reductions shall follow a "last in – first out" process regardless of union status.
  3. The Contractor and any of its Subcontractors attempting to circumvent the hiring provisions of this Agreement by misclassifying any of its workers as supervisors or foremen shall forfeit their right to employ Core workers on this project.
  4. No worker covered by this Agreement shall be required to join any Union as a condition of being employed on the Project. The Contractor agrees to deduct any applicable dues or representation fee from the pay of any worker who executes a voluntary authorization for such deductions and to remit the dues and fees to the Unions(s).
- 3.9. Subject to the terms and conditions herein, to the extent the Contractor and its Subcontractors, despite reasonable efforts, including dispatch of workers within 48 hours (excluding weekends and holidays), are unable to meet the objectives and requirements set forth in this Article through use of craft worker represented by any Union signatory, the Contractor and its Subcontractors shall be allowed to recruit from any other source and such recruits will have seven (7) days to register with the applicable Local Union.

ARTICLE 4  
HELMETS TO HARDHATS & APPRENTICESHIP

- 4.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 4.1.1. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.
- 4.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, the parties will encourage the General Contractor to make voluntary donations to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.
- 4.2 The Unions and Employers agree to promote apprenticeship work opportunities for local area residents and contractors in the building and construction trades on the Project. The parties recognize the importance of helping to build a local, diverse construction workforce in order to build a stronger and more vibrant community. Prior to all work on the Project, all Employers working on the Project, including the General Contractor and all Subcontractors of every tier, must sign a Letter of Affirmation confirming that: 1) the Employer participates in an Apprenticeship Program certified by the State of Washington, 2) the Employer will accept female apprentices, apprentices of color and military veteran apprentices prior to commencing work on the Project; and 3) the Employer will report to the Council the number of such apprentices and the hours worked by each apprentice on the Project. The Unions shall assist Employers in locating and supplying apprenticeship labor in each craft who will participate in training and on the job opportunities to increase the skills of the workforce in the local area.

- 4.3. The Owner shall establish a minimum Apprenticeship Utilization Requirement (AUR), with the goal of not less than fifteen percent (15%) of the total Project labor hours utilized per craft with sufficient hours to support work performed by Apprentices registered with the Washington State Apprenticeship Training Council (WSATC).

ARTICLE 5  
CONTINUITY OF THE WORK

- 5.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, picketing, work stoppage, lockout or slowdown at the project site for the duration of this Agreement. It is agreed, therefore, as follows:
- 5.2. During the existence of this Agreement, there shall be no strike, or work stoppage at the project site and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay off workers for lack of work or in the event that a strike, picketing or other work stoppage impedes the work of the Project.
- 5.3. No picket lines or other actions of the type described in section 5.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.
- 5.4. Notwithstanding the provisions of section 5.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from an Employer who fails to timely pay its regular payroll or who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of the Master Labor Agreement that is applicable to the Employer's workers. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give fifteen (15) days written notice of such failure by registered or certified mail, return receipt requested, to the involved Employer and the General Contractor. Representatives of the parties to the dispute will meet within this period to attempt to resolve the dispute.
- 5.5. It is specifically agreed that there shall be no strike, picketing, work stoppage, lockout or slowdown at the site of the project as a result of the expiration of any local, regional or other applicable Master Labor Agreement having application at the Project and/or the failure of the parties to that Master Labor Agreement to reach a new contract.

ARTICLE 6  
JURISDICTIONAL DISPUTES

- 6.1. The assignment of work will be the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2. All jurisdictional disputes between Unions signatory to the Agreement and Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.
- 6.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Workers violating this section shall be subject to immediate discharge.



ARTICLE 7  
GRIEVANCE AND ARBITRATION PROCEDURE

- 7.1. The parties hereby agree that all disputes or grievances between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 5 or any jurisdictional disputes under Article 6, shall be handled in accordance with the following procedures:
- 7.2. Step 1. If there is a dispute or grievance, the parties shall first attempt to settle the matter by oral discussion no later than ten (10) business days after the occurrence, first giving rise to the dispute or grievance. The requirement to settle the matter within (10) days will commence upon notice being provided to the Employer. If the matter is not resolved within ten (10) business days after the oral discussion, the dispute or grievance shall be reduced to writing.
- 7.3. Step 2. If the matter is not resolved in Step 1, the written grievance shall be provided to the other party with a copy given to the General Contractor no later than ten (10) business days after the Step 1 oral discussion. The parties shall meet to try to settle the matter within ten (10) business days of the written grievance.
- 7.4. In the event a dispute cannot be satisfactorily resolved at Step 2, either party may submit the dispute to arbitration by written notice within ten (10) business days (or such longer time as mutually agreed) of the Step 2 meeting. An arbitrator shall be selected from a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The responding party shall strike one of the arbitrators from the list, and the grieving party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.
- 7.5. Absent a written extension, the failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

ARTICLE 8  
SAFETY AND SANITATION

- 8.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.
- 8.2. It will not be a violation of this Agreement, if an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency that could endanger the life and safety of a worker. In such cases, workers will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests workers to stand by, the workers will be compensated for the "stand by time."
- 8.3. Separate toilet facilities, with access to running water for handwashing, and handwashing stations shall be provided close to the site of work and in equally accessible locations for both men and women. The facilities shall be clearly marked "Men" and "Women." The Women facilities shall have a lock on the outside, with keys provided to women for access. All facilities shall be cleaned at least once daily and shall be examined prior to the start of each shift to ensure they are clean and that sanitary toilet paper, soap, and paper towels are stocked. The Women facilities shall maintain a supply of appropriate hygiene products for women.

ARTICLE 9  
GENERAL SAVING CLAUSE

- 9.1. It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement.
- 9.2. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE 10  
PRE-JOB CONFERENCE

- 10.1. The General Contractor will conduct a pre-job conference with the Union(s), the Council and all other Employers prior to commencing work. The General Contractor shall notify the Council of all Employers that have been awarded project work ten (10) working days in advance of all such conferences and each such Employer shall participate in such conferences. One week after the pre-job conference and prior to starting work, the General Contractor and all Employers shall submit a final trade assignment. All work assignments shall be disclosed by each Employer at the pre-job conference and such assignments shall be made in accordance with industry practice. Should additional project work not previously included within the scope of the project work be added, the Employer performing such work will conduct a separate pre-job for such newly included work.
- 10.2. Employers who have performed or are performing work on any other regional PLA or CWA projects may be eligible for a waiver of the pre-job conference. Waivers requests must be submitted to the Council a minimum of three weeks prior to the start of work. If the waiver is denied, the Employer is required to attend a pre-job conference prior to starting work according to the process stated above.

ARTICLE 11  
PRIORITY HIRE PROGRAM

- 11.1. The Owner has project specific Priority Hire requirements for the Covered Project (Priority Hire Program) that directs the Contractor and Subcontractors to prioritize utilization of qualified and competent workers from Snohomish County ("Priority Hire Workers"). The Priority Hire Program for Project is designed to prioritize the recruitment and placement of economically disadvantaged local workers on the Project. The Program is intended to help address construction workforce shortages, and improve the well-being of individuals who live locally in Snohomish County, while focusing on participation by Apprentices and Journey level construction workers who have been historically underrepresented in the construction industry.
- 11.2. The first month following issue of the notice to proceed and until the General Contractor obtains written final acceptance from the Owner, the General Contractor shall submit a monthly report for itself and all Subcontractors and suppliers to the Administrator. The General Contractor must report on meeting the requirements of Article 11, and the Construction Contracts in a certified payroll tracking system that meets industry standards and is approved by the Owner.

Contractors and Subcontractors must also report on worker demographics and other pertinent information requested by the Owner.

- 11.3. The Contractor's failure to allow adequate time to comply with the requirements and processes of the Agreement including Priority Hire are non-excusable delays. When a Contractor is not in compliance with the Priority Hire requirements, they must submit documentation to the Owner that supports its best efforts for meeting Priority Hire requirements and an action plan detailing methods and/or steps to be taken to achieve said requirements.

## ARTICLE 12 PREFERRED ENTRY PROGRAM

- 12.1. The City supports the development of a skilled construction workforce through appropriate Apprenticeship and Training Organizations, particularly for Priority Hire Workers and others facing significant employment barriers. The City also supports Pre-Apprenticeship programs in their goals to assist workers with particular barriers.
- 12.2. The Parties agree to construct and expand pathways to family wage jobs and careers in the construction industry for community residents through collaborative workforce development systems involving community-based training providers and WSATC registered apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the City's population.
- 12.3. The Preferred Entry program, as defined by this Agreement will identify individuals from Snohomish County ZIP codes, who are compliant with the entry standards for WSATC Apprenticeship programs that allow for preferred entry of qualified applicants into their programs. Preferred Entry Candidates shall be placed with Contractors working on the project in accordance with each Union's dispatch procedures and JATC rules. The Parties recognize Preferred Entry Candidates as individuals that have completed a Washington State recognized pre-apprenticeship program and been accepted into a WSATC Apprenticeship program until they reach journey level status. The purpose of this program is to facilitate a workforce reflective of the population of the City, supporting goals of workforce inclusiveness.
- 12.4. Overall, the Contractor must demonstrate that twenty percent (20%) of all Apprentice labor hours be performed by Preferred Entry Apprentices and shall come from a WSATC recognized Pre-Apprenticeship Program or other mutually agreed-upon programs that serve people living in Snohomish County ZIP codes. It is a goal that each Preferred Entry Apprentices be employed a minimum of 350 hours on the covered project. Contractors shall make good faith efforts or best efforts to achieve the minimum goal of 350 hours for Preferred Entry and will be reviewed at the Project Administrative Committee (PAC) meeting.
- 12.5. Contractors agree to hire Preferred Entry Apprentices as early as possible in the Project. If Preferred Entry Apprentices are available, proceed with the hiring process, as described in Article 3, and provide appropriate documentation to the Administrator. The hours worked by eligible Preferred Entry qualified Apprentices hired from Snohomish County ZIP codes will count towards the Contractors' accomplishment of the Priority Hire Worker requirements.

ARTICLE 13  
PARKING

- 13.1 Craft worker parking in a secure lot for the project shall be designated by each Employer, which shall be made available at no cost for workers who are employed at the jobsite. Parking lots shall be maintained in accordance with applicable laws for safety and security.

## ARTICLE 14 ASSIGNMENT

- 14.1 The City will provide project oversight and administration and enforcement of this Agreement, through a third-party administrator. Oversight and administration of this Agreement shall be conducted by a mutually agreed upon Third Party Administrator selected by the City. Intelligent Partnerships, Inc. has been selected by the City and mutually agreed upon to perform oversight and administration of this agreement.
- 14.2 The parties to this Agreement recognize the necessity of cooperation, communication and the elimination of disputes and misunderstandings. To this end the parties agree that a Project Administrative Committee (PAC) shall be established to address apprenticeship utilization, diversity, job progress, safety and any other relevant issues that will affect the project and promote harmonious and stable labor/management relations. Further, the General Contractor shall provide the Council with a full list of scopes and subcontractors as early as possible after project award and update the list as subcontractors are secured for the project.

The PAC shall be comprised of the PLA Administrator and the GC's representatives, representatives of the Unions party to the Agreement, a representative of the Council and a representative from the NW Carpenters who shall meet at the Council's offices according to a mutually agreeable quarterly schedule, however this may be modified by mutual agreement of the parties. The PLA Administrator shall facilitate and provide reports of apprenticeship utilization and diversity on the project to the PAC.



ARTICLE 15  
ENTIRE UNDERSTANDING

- 15.1 The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the working of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day \_\_\_\_\_ and year \_\_\_\_\_.

The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

**Owner: City of Everett**

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

Cassie Franklin  
Mayor

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

**UNIONS:**

**Northwest Building & Construction Trades Council, AFL-CIO**

Signature:  \_\_\_\_\_  
Andrew VanderStoop (Jul 18, 2025 13:33 PDT)

Andrew VanderStoop  
Executive Secretary

Date: Jul 21, 2025 \_\_\_\_\_

**Western States Regional Council of Carpenters**

Signature: Antonio Acosta \_\_\_\_\_  
Antonio Acosta (Jul 21, 2025 15:54 PDT)

Antonio Acosta  
Regional Manager

**Heat & Frost Insulators &  
Allied Workers Local 7**

Signature:   
todd mitchell (Jul 21, 2025 19:16 EDT)

Todd Mitchell  
Business Manager

**Boilermakers Local 502**

Signature: Tracey Eixenberger  
Tracey Eixenberger (Jul 23, 2025 14:01:24 PDT)

Tracey Eixenberger  
Business Manager

**IBEW Local 191**

Signature: Randy Curry  
Randy Curry (Jul 29, 2025 12:05:49 PDT)

Randy Curry  
Business Manager

**Elevator Constructors Local 19**

Signature: Lindsay LaBrosse  
Lindsay LaBrosse (Jul 30, 2025 14:42:15 PDT)

Lindsay LaBrosse  
Business Agent

**Iron Workers Local 86**

Signature: Bryan Johnson  
Bryan Johnson (Jul 29, 2025 12:20:50 PDT)

Bryan Johnson  
President/Business Agent

**LUINA Local 292**

Signature:   
Charles Burgess (Jul 29, 2025 12:21:51 PDT)

Charles Burgess  
Deputy Trustee

**BAC Local 1 Washington/Alaska**

Signature: Lowell Glodowski

Lowell Glodowski  
Business Manager

**Cement Masons & Plasterers Local 528**

Signature: Eric Coffelt  
Eric Coffelt (Jul 29, 2025 12:40:17 PDT)

Eric Coffelt  
Business Manager

**Operating Engineers Local 302**

Signature:   
Tony zempel (Jul 29, 2025 13:47:30 PDT)

Tony Zemple  
Business Agent

**IUPAT District Council 5**

Signature:   
Anthony Thompson (Jul 29, 2025 14:02:16 PDT)

Anthony Thompson  
Business Manager

**UA Plumbers & Pipefitters Local 26**

Signature: Todd F. Taylor  
Todd F. Taylor (Jul 29, 2025 14:07:39 PDT)

Todd Taylor  
Business Manager

**Roofers Local 54**

Signature:   
Eddy Ramos (Jul 29, 2025 14:15:34 PDT)

Dave Bensen  
Business Manager

## Sheet Metal Workers Local 66

Signature:   
Devin Leingang (Jul 29, 2025 14:38:33 PDT)

Devin Leingang  
Regional Manager

## Sprinkler Fitters Local 699

Signature: Scott Peterson  
Scott Peterson (Jul 30, 2025 13:44:46 PDT)

Scott Peterson  
Business Manager

## Teamsters Local 38

Signature: *Samantha Katak*  
Samantha Katak (Jul 30, 2025 12:25:33 PDT)

Samantha Katak  
Business Manager

EXHIBIT 1

The undersigned, as a Contractor(s) or Subcontractor(s) on the Port Gardner Storage Facility Project, for and in consideration of the award of a Contract to perform work on said Project, agrees to be a party to and be bound by the Project Labor Agreement (PLA) and in further consideration of the mutual promises made in the PLA, a copy of which was received and is acknowledged, hereby:

- 1) On behalf of itself and all its workers, accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to: evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- 2) The undersigned accepts and agrees that the scope of the no-strike clause of the Project Labor Agreement does not apply to offsite activities other than dedicated fabrication facilities.
- 3) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said PLA.
- 4) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

|                      |                                        |
|----------------------|----------------------------------------|
| Estimated Start Date | Estimated end date                     |
| UBI Number           | Print Name and Title                   |
| Phone Number         | Contractor/Company name                |
| General Contractor   | Subcontractor to (if applicable)       |
| Jobsite Address      | Billing Address                        |
| Date                 | Signature of Authorized Representative |

Northwest Washington Building  
and  
Construction Trades Council

Pre Job  
Conference Form

EXHIBIT 2



Please fill out the following pages. We recommend that you be as thorough as possible. If you have questions, please contact your contractor or your PLA Administrator.

Request for Waiver

Yes ☐

No ☒

The Contractor listed below requests a waiver of the Pre-Job Conference attendance requirement contained within the PLA. The contractor recognizes and agrees that the Northwest Washington Building and Construction Trades Council and the Affiliated Local Unions signatory to the PLA, retain their rights as stipulated in the PLA to deny this waiver request, and to challenge any proposed trade assignment. A contractor working for the first time under this PLA cannot waive attendance.

Northwest Washington Building  
Trades Council

Date

Approved

Yes ☐

No ☐

Contractor Information

Contractor/Subcontractor Name

Pre-Job Meeting Date

Time: 1:00 pm

Location: Virtual/Hybrid

Project Name/Contract #

Contract Dollar Amount

Intent #

Office Contact:

Phone:

Email:

Superintendent

Phone:

Email:

Safety

Representative

Phone:

Email:

Scope of Work

(Describe the scope of work to be performed)

Will you be subcontracting to additional sub-contractors?

If yes, list sub-contractors and work description:

Yes ☒

No ☐

Sub-Contractor Name

Work Description

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

### Current Union Agreements

|  |
|--|
|  |
|--|

Approx. Job Start Date:

Approx. Job End Date:

Work Shifts:

Weekly Pay Day

### Proposed Trade Assignment

All Workers, including core employees, must be dispatched through Union hall. List trade assignments by craft including scope of work description for each assignment. List each piece of equipment planned for use by craft. Include all equipment and tools. If more space is required, attach additional sheets.

| Craft | Scope | Equipment/Tools |
|-------|-------|-----------------|
|       |       |                 |
|       |       |                 |
|       |       |                 |
|       |       |                 |

| Project Craft Demand List                 |      |         |             |
|-------------------------------------------|------|---------|-------------|
| Craft                                     | Peak | Average | Apprentices |
| Boiler Makers                             |      |         |             |
| Brick/Stone/Marble/PCC/Tile/Terrazzo      |      |         |             |
| Carpenters                                |      |         |             |
| Carpet, Lino & Soft Tile Layers Cement    |      |         |             |
| Masons                                    |      |         |             |
| Drywall Hanger/Metal Stud Framers Drywall |      |         |             |
| Finishers                                 |      |         |             |
| Electrical Workers                        |      |         |             |
| Elevator Constructors                     |      |         |             |
| Glaziers                                  |      |         |             |
| Heat and Frost Insulators                 |      |         |             |
| Iron Workers (Structural/Rebar)           |      |         |             |
| Iron Workers (Ornamental/Architectural)   |      |         |             |
| Laborers                                  |      |         |             |
| Millwrights                               |      |         |             |
| Operating Engineers                       |      |         |             |
| Painters                                  |      |         |             |
| Pile Drivers/Diver                        |      |         |             |
| Plumbers & Pipefitters                    |      |         |             |
| Plasterers/Fire Proofers                  |      |         |             |
| Roofers                                   |      |         |             |
| Sheet Metal Workers                       |      |         |             |
| Sign Makers/Painters                      |      |         |             |
| Sprinkler Fitters                         |      |         |             |
| Teamsters                                 |      |         |             |

Pre-Job/Walver Request

3 of 4



## Core Employee

Contractor(s) or Sub Contractor(s) employing Core Employees must complete the following documentation.

**Core Employee(s) must place their names with the respective Union Hall dispatch prior to the employee(s) start of work.**

Core employee information provided by

Email Address

Core employee information verified by

### Core Employee #1

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Employee #2

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Employee #3

Employee Name:

Hire Date:

Classification:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Apprentice #1 (if eligible)

Employee Name:

Hire Date:

Apprentice ID#

Classification:

Zip Code:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

### Core Apprentice #2 (if eligible)

Employee Name:

Hire Date:

Apprentice ID#

Classification:

Zip Code:

The employee has met the qualifications contained in the CWA/PLA

Yes

No

Form completed by

print name

date

Signature

**Northwest Washington Building  
and  
Construction Trades Council**

**Final Trade  
Assignment**



Must be received by Northwest Washington Building Trades prior to starting work

|                      |  |                             |  |
|----------------------|--|-----------------------------|--|
| Pre-Job meeting Date |  | Final trade assignment Date |  |
| General Contractor   |  | Project Name                |  |
| Contractor/Company   |  | Contract #                  |  |
| Name and Title       |  | Phone                       |  |
| Business Address     |  | Email                       |  |

This serves as an official notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the Project Labor Agreement to make trade assignments one week after attending the Pre-Job conference.

Unions not in agreement with these Final Trade Assignments may avail themselves of the jurisdictional resolution process found in the Project Labor Agreement Jurisdictional Disputes section. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is the Final Trade Assignment for each task.

| Scope of Work | Assigned to | Challenged by |
|---------------|-------------|---------------|
|               |             |               |
|               |             |               |
|               |             |               |
|               |             |               |
|               |             |               |
|               |             |               |

| Scope of work | Final Trade Assignment |
|---------------|------------------------|
|               |                        |
|               |                        |
|               |                        |
|               |                        |
|               |                        |
|               |                        |

Signature

### EXHIBIT 3

Priority Hire: ALL of Snohomish County

**Project title:** 2025-26 Registered Sex Offender Address & Residency Verification Program

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing

Proposed action

Consent

Action 09/3/25

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

Agreement

**Department(s) involved:**

Police, Legal

**Contact person:**

Robert Goetz

**Phone number:**

425-257-8461

**Email:**

Rgoetz@everettwa.gov

**Initialed by:**

JD

Department head

Administration

Council President

**Project:** RSO Address & Residency Verification

**Partner/Supplier:** Snohomish County

**Location:** City of Everett

**Preceding action:** N/A

**Fund:** 031/ Police, 156/ Criminal Justice

**Fiscal summary statement:**

This agreement will allow for one (1) detective from the Everett Police Department to remain assigned to the multi-jurisdictional, regional, task force to perform the address and residency verifications of registered sex offenders and kidnapping offenders. The Snohomish County will reimburse the City of Everett \$101,000 for the detective position for the term of July 1, 2025, through June 30, 2026.

**Project summary statement:**

The State of Washington directs funding to the Washington Association of Sheriffs and Police Chiefs to provide grants to local agencies to verify the addresses and residency of all registered sex offenders and kidnapping offenders. Snohomish County Sheriff's Office has created a task force to coordinate these activities and will reimburse a total of \$101,000 to the City of Everett to have one full-time detective assigned to this Task Force.

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

Authorize the Mayor to sign all necessary documents and agreements with Snohomish County regarding the sex offender address and residency verification program services, allowing the Everett Police Department to accept and utilize the funds in the amount of \$101,000.

**INTERLOCAL AGREEMENT  
BETWEEN SNOHOMISH COUNTY & THE CITY OF EVERETT  
FOR SEX OFFENDER ADDRESS & RESIDENCY VERIFICATION  
PROGRAM SERVICES**

This Interlocal Agreement Between Snohomish County and the City of Everett for Sex Offender Address and Residency Verification Program Services (the “Agreement”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Everett, a municipal corporation of the State of Washington (hereinafter referred to as the “City”).

**RECITALS**

- A. The Washington Association of Sheriffs and Police Chiefs (“WASPC”) has received funds from the State of Washington to provide grants to local units of government to verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130; and
- B. Snohomish County, through its Sheriff’s Office (“SCSO”), and WASPC entered into an Interagency Agreement dated July 1, 2025 (hereinafter “Grant Contract”), whereby the County has agreed to use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, task force (hereinafter the “Task Force”) to coordinate selected law enforcement activities, resources, and functions to contact and verify the address and residency of sex offenders and kidnapping offenders within incorporated and unincorporated areas of Snohomish County; and
- C. Chapter 39.34 RCW permits one or more public agencies to contract with any one or more public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. The City is authorized to perform each service contemplated herein; and
- E. The City desires to participate as a member of the Task Force, with Snohomish County administering task force Grant Funds, pursuant to the terms and conditions set forth in this Agreement

## AGREEMENT

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

### **1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM**

- 1.1 The Task Force will be composed of law enforcement and prosecutor personnel. Its purpose is to coordinate selected law enforcement activities, resources, and functions to contact and verify the address and residency of sex offenders and kidnapping offenders within incorporated and unincorporated areas of Snohomish County.
- 1.2 Notwithstanding the Effective Date, this Agreement shall govern each party's participation in the Task Force beginning July 1, 2025, and continuing through June 30, 2026, unless earlier terminated or modified as provided in this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website ("Effective Date").

### **2.0 ORGANIZATION**

- 2.1 The County is the administrator of this Agreement.
- 2.2 The Snohomish County Sheriff's Office Violent Offender Task Force Sergeant will direct all law enforcement personnel assigned to the Task Force under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 The County will provide office space, including a workstation, telephone and office supplies for use by the City Officer.
- 2.4 Except as provided in Section 3.1, nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

### **3.0 OBLIGATIONS OF CITY**

- 3.1 During the term of this Agreement, the City shall employ, dedicate and assign city police officers (“City Officer”) to participate in Task Force activities on an as available basis.
- 3.2 When a City Officer is participating in Task Force activities, his or her operational assignments will be directed by the Snohomish County Sheriff’s Office Violent Offender Task Force Sergeant.
- 3.3 Any City Officer participating in Task Force activities pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.
- 3.4 The City agrees to make any certified assurances required by the Agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Agreement and applicable state and federal laws.

### **4.0 BUDGET AND COMPENSATION**

- 4.1 The County, through its Sheriff’s Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.
- 4.2 The County will reimburse the City up to one hundred and one thousand dollars and no cents (\$101,000.00).
- 4.3 The City will send monthly invoices to the County detailing the direct cost per hour, and number of hours a City Officer participated in Task Force activities. A monthly invoice may not exceed \$8,417.00 (8.3% of the total annual reimbursement). The City is only entitled to reimbursement for the hours, including authorized overtime, when a City Officer is dedicated, assigned, and participating in Task Force activities.

- 4.4 The County will make payments within thirty (30) days from receipt of the monthly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, 3000 Rockefeller Avenue, M/S 606, Everett, WA 98201.

## **5.0 GENERAL ADMINISTRATION**

- 5.1 The County agrees to provide WASPC with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.
- 5.3 The City shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

## **6.0 REAL AND PERSONAL PROPERTY**

All real or personal property acquired through Grant Funds or activities of the Task Force will be held by the County.

## **7.0 ACQUISITION AND USE OF EQUIPMENT**

- 7.1 All equipment purchased with Grant Funds by the County will be held by the County.
- 7.2 All equipment purchased with Grant Funds by the City will be held by the City
- 7.3 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.



- 7.4 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.
- 7.5 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

## **8.0 MODIFICATION**

Each party reserves the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality as this Agreement.

## **9.0 TERMINATION OF AGREEMENT**

Notwithstanding any provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination specifying the effective date thereof at least thirty (30) days prior to such date. The terminating party may take with it any equipment it has loaned or donated to the Task Force.

## **10.0 HOLD HARMLESS**

- 10.1 The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.
- 10.2 The City shall save, hold harmless, indemnify and defend the County and WASPC, its elected and appointed officials, officers, employees and agents from and against

any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

#### **11.0 GOVERNING LAW AND VENUE**

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

#### **12.0 INTEGRATION**

This Agreement constitutes the whole and entire agreement among the parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

#### **13.0 SEVERABILITY**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

“County”  
SNOHOMISH COUNTY

“City”  
CITY OF EVERETT

\_\_\_\_\_  
County Executive      Date

\_\_\_\_\_  
City Mayor      Date

By \_\_\_\_\_  
Susanna Johnson, Sheriff

By \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form only:

Approved as to form only:

Downs, Lyndsey Digitally signed by Downs,  
Lyndsey  
Date: 2025.07.23 16:04:14  
-07'00'  
\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

Reviewed by Risk Management

\_\_\_\_\_  
Risk Manager



## City Council Agenda Item Cover Sheet

**Project title:**

An Ordinance Creating a Special Improvement Project Entitled "Municipal Court Access Control Installation Project", Fund 342, Program 053 to Accumulate All Costs for the Project

**Council Bill #**

CB 2508-45

**Agenda dates requested:**

Briefing

Proposed Action 8/20/25

Proposed Action 8/27/25

Consent

Action 9/03/25

Ordinance ☒

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

Funding Ordinance

**Department(s) involved:**

Parks & Facilities

Administration

**Contact person:**

Scott Pattison

**Phone number:**

425-257-8335

**Email:**

spattison@everettwa.gov

**Initialed by:**

LC

Department head

Administration

Council President

**Project:** Municipal Court Access Control Project

**Partner/Supplier:** Everon

**Location:**

**Preceding action:** None

**Fund:** Fund 342, Program 053 (CIP-1)

**Fiscal summary statement:**

The proposed Ordinance will provide funding for the design and implementation of access control systems for the Municipal Court. The sources of the funds for the project are Fund 342 Program 053 (CIP-1). Total cost for the project is estimated at \$50,000. This project will be procured using State Contract No. 24223/NV23-16251 procurement method.

**Project summary statement:**

The City of Everett intends to improve access security and install three (3) access-controlled doors. Contractor will provide materials and equipment to improve access control.

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

Adopt an Ordinance creating a Special Improvement Project entitled "Municipal Court Access Control Installation Project", Fund 342, Program 053 to accumulate all costs for the project.



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

**An Ordinance creating a special improvement project entitled “Municipal Court Access Control Installation Project”, Fund 342, Program 053 to accumulate all costs for the project.**

**WHEREAS,**

- A.** The City Council recognizes the need to implement access control systems throughout the Everett Municipal Court Facility.
- B.** The City Council recognizes the need for access control measures for public Facilities.
- C.** The City Council recognizes the need to update and maintain public access to public facilities.

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

**Section 1.** A special improvement project is hereby established as Fund 342 Program 053 and shall be entitled “Municipal Court Access Control Installation Project” to accumulate all costs for the project.

**Section 2.** Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 053 for the special improvement project.

**Section 3.** Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

**Section 4.** The sum of \$50,000.00 is hereby appropriated to Fund 342, Program 053, “Municipal Court Access Control Installation Project” as follows:

|                                      |                 |
|--------------------------------------|-----------------|
| <b>A. Use of Funds</b>               |                 |
| <u>Improvements</u>                  | <u>\$50,000</u> |
| Total                                | \$50,000        |
| <b>B. Source of Funds</b>            |                 |
| <u>Fund 342, Program 053 (CIP-1)</u> | <u>\$50,000</u> |
| Total                                | \$50,000        |

**Section 5.** 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 6.** 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 7.** 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 8.** 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:

\_\_\_\_\_  
City Clerk

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

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

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

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



# **City of Everett 2025 Proposed Budget Amendment #3**

**September 3, 2025**

# 2025 Proposed Budget Amendment #3

|                                            | Expenditure          | Increase to Revenue  |
|--------------------------------------------|----------------------|----------------------|
| General Government Proposed Amendments     | 671,767              | 287,717              |
| Non-General Government Proposed Amendments | 32,194,474           | 46,613,964           |
| <b>Total</b>                               | <b>\$ 32,866,241</b> | <b>\$ 46,901,681</b> |





# General Government Proposed Amendments



| Department           | Purpose                               | Expenditure | Increase to Revenue |
|----------------------|---------------------------------------|-------------|---------------------|
| Emergency Management | Department of Ecology Grant           | \$ 25,432   | \$ 25,432           |
| Multiple             | Workforce Adjustments                 | 197,285     | 97,285              |
| Non-Departmental     | Distribution of Vacancy Budget Offset | 5,324,000   | 700,000             |
| Multiple             |                                       | (5,324,000) | (700,000)           |

# General Government Proposed Amendments



| Department       | Purpose                                          | Expenditure | Increase to Revenue |
|------------------|--------------------------------------------------|-------------|---------------------|
| Library          | Internet Utilities                               | \$ 5,650    | \$ -                |
| Legal            | Indigent Defense Grant                           | 165,000     | 165,000             |
| Non-Departmental | Interfund Transfer for Reservoir #3 Site Cleanup | 278,400     |                     |



# Non-General Government Proposed Amendments



| Department                 | Purpose                                             | Expenditure | Increase to Revenue |
|----------------------------|-----------------------------------------------------|-------------|---------------------|
| CIP-1                      | General Government Capital Projects                 | \$ 277,000  | \$ -                |
| Emergency Medical Services | Fire Training Center Project Design                 | 200,000     |                     |
| CIP-3                      | Parks Projects                                      | 2,375,159   |                     |
| Multiple                   | 2025 Limited Tax General Obligation Bonds, Series A | 21,535,046  | 38,331,656          |
| Debt Service               | 2025 Limited Tax General Obligation Bonds, Series B | 6,150,786   | 6,150,786           |



# Non-General Government Proposed Amendments



| Department                     | Purpose                             | Expenditure | Increase to Revenue |
|--------------------------------|-------------------------------------|-------------|---------------------|
| CIP-4                          | Adjustment to Reserve Balances      | \$ -        | \$ 475,039          |
| Fund for Animals               | Animal Reserve Grants and Donations | 115,903     | 115,903             |
| Cumulative Reserve for Library | Library Reserve Donation            | 5,000       | 5,000               |
| Health Benefits Reserve        | Health Benefits Cash Reserves       | 1,535,580   | 1,535,580           |

# DISCUSSION





## 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: 9-3-25

NAME (required): John Lehman

CITY (required): Lake Stevens ZIP (required): 98258

EMAIL (optional): \_\_\_\_\_ PHONE (optional): 253-508-2211

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 #: PLA #8

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

\_\_\_\_\_  
\_\_\_\_\_



## EVERETT CITY COUNCIL Public Comment Form

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

DATE: 9/3/25

NAME (required): Bryan Johnson

CITY (required): Snohomish ZIP (required): 98290

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 #: 9 8

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

\_\_\_\_\_  
\_\_\_\_\_