


**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

09/11/2025

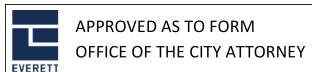
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Sound Transit: 

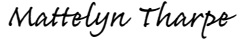
By: Dow Constantine, CEO

09/11/2025

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

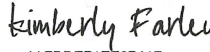
Date:

7-12-21

Central Puget Sound Regional Transit  
Authority (Sound Transit)

By

DocuSigned by:



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Name: Kimberley Farley

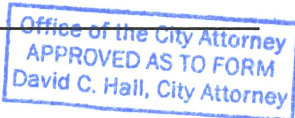
Title: Chief Systems Officer

Date:

6/17/2021

APPROVED AS TO FORM

By:



Name:


Title: City Attorney

Date:

7.11.21

APPROVED AS TO FORM

By:



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Name: Mattelyn Tharpe

Title: Legal Counsel 1

Date:

6/17/2021

APPROVED AS TO FORM

By: Sharon fuller

Title: City Clerk, City of Everett,

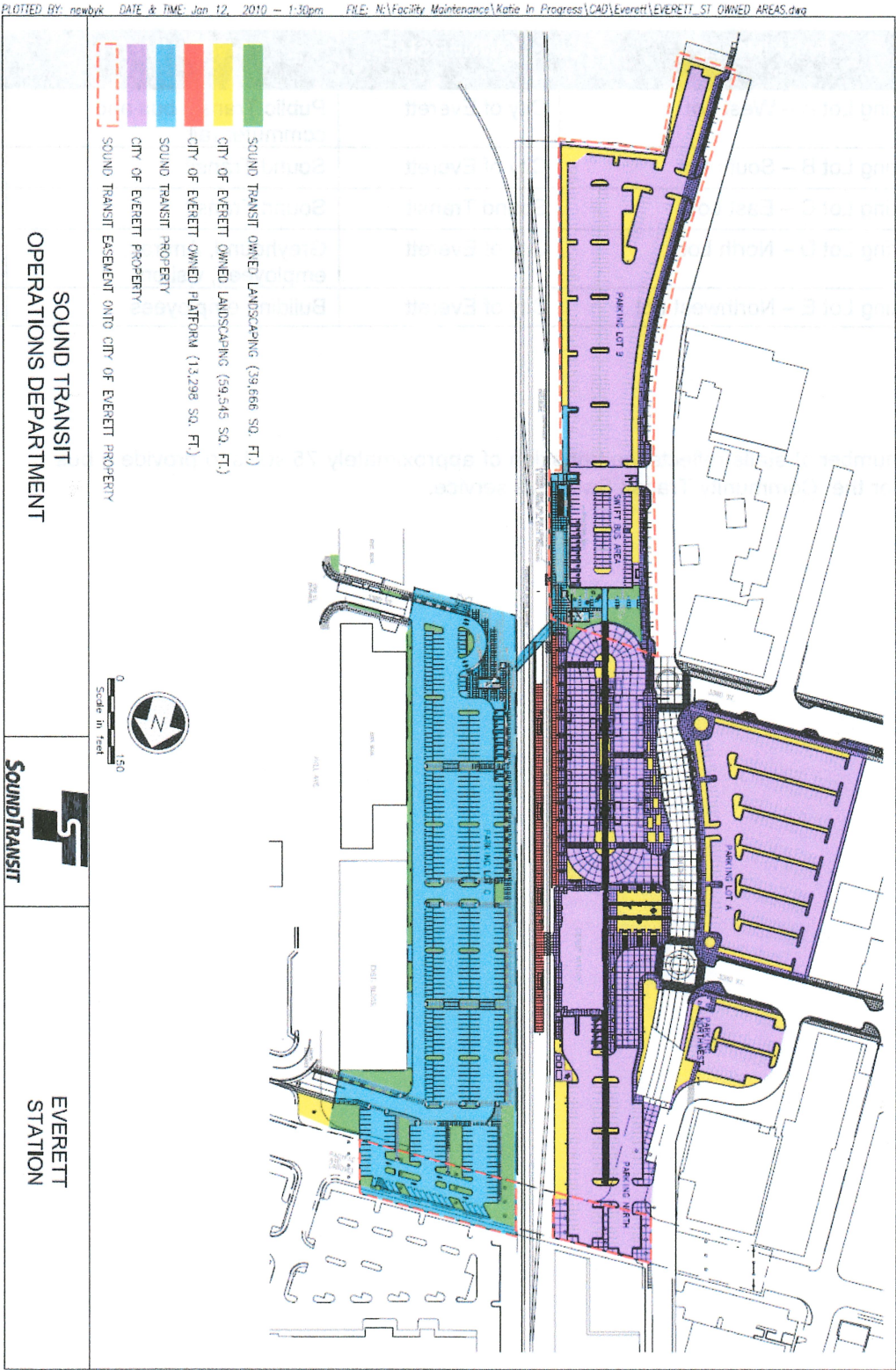
Date:

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 Weekly Monitoring 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 Late fall 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 Twice early-not in contract Annually- not contract  As needed As needed Annually 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 As needed  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 Inspect monthly Annually and as needed As needed/hazards As needed As needed 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 Daily (or more frequently if needed)	City of Everett



TASK	FREQUENCY	RESPONSIBLE
<b>JANITORIAL CARETAKING</b> (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  Three times per year  As needed  As needed As needed As needed  As needed  As needed As needed 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  Twice Daily at 0800 & 1830 surveys  Daily  Minimum of twice daily  As necessary  As per the Security Post Orders agreed to by the Parties  Daily	City of Everett          City and Sound Transit    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 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  Install/maintain Update route flags at service changes 3 times/year and as needed for emergencies  Provide to ST for initial installation, maintain  For ST only stops, provide updated flags to ET/or other parties Remove/install/return removed flags to ST	Sound Transit  Sound Transit  City of Everett/ or other Party  Sound Transit  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>  <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)  Install Produce/post as needed	Sound Transit  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 Transportation Services Director 3225 Cedar Street Everett, Washington 98201
Sound Transit:	Operations Department Director of Business Services ATTN: 401 South Jackson Street Seattle, 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
2021 Estimated Expenses	\$	391,129	\$	268,979
Sound Transit's Share at 68.77%			\$	268,979

### 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.            *CT Pass thru Rts. 201/202            *ET Pass thru Rts. 7/29         </div> </div>								











# Everett Station OM-GA 0127-20 Amend 1\_SD\_09-03-2025 .docx

Final Audit Report

2025-09-11


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