



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, November 5, 2025 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 29, 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 \$2,223,274.20 For The Period Ending October 18, 2025, Through October 24, 2025.

Documents:

[RES_CLAIMS PAYABLE 10.24.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,663,312.35 For The Period Ending October 18, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 22.PDF](#)

(3) Authorize The Mayor To Sign The Interlocal Agreement Between City Of Everett And City Of Lake Stevens Regarding The Everett Water Transmission Line Corridor.

Documents:

[CITY OF LAKE STEVENS_WATER TRANSMISSION LINES_ILA.PDF](#)

(4) Authorize A Call For Bids For The Lenora Regional Stormwater Facility Project.

Documents:

[DOE_LENORA REGIONAL STORMWATER FACILITY_CALL FOR BIDS
AUTHORIZATION.PDF](#)

(5) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement (PSA) With HDR Engineering, Inc. In The Amount Of \$85,710 For Ongoing Rate Model Support And On Call Services.

Documents:

[HDR_ONGOING RATE MODEL SUPPORT_AMENDMENT NO. 1.PDF](#)

(6) Authorize A Call For Bids For The RRFB Pedestrian Safety Project.

Documents:

[RRFB PEDESTRIAN SAFETY_CALL FOR BIDS.PDF](#)

(7) Authorize The Mayor To Sign The PSA With Manatt, Phelps And Phillips For Federal Advocacy Work To Support The City Of Everett.

Documents:

[2025 MANATT PSA.PDF](#)

(8) Adopt A Resolution Declaring A 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle, B0054, Surplus And Authorizing Sale At Public Auction.

Documents:

[RES_2016 FORD E450.PDF](#)

TABLED ACTION ITEM:

(9) CB 2509-53 – 3rd & Final Reading – Adopt An Ordinance Amending Ordinance 3957-23 Deleting The Expiration Provision So That The Ordinance Providing For Service Facility Buffer Zones Continue In Effect Until December 31, 2027, And Add New Reporting Requirements.

Documents:

[CB 2509-53.PDF](#)

BRIEFING, PUBLIC HEARING & PROPOSED ACTION ITEMS:

(10) CB 2510-59 – 1st Reading – Adopt An Ordinance Levying The EMS Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2026, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon. (3rd & Final Reading 11/19/25)

Documents:

[CB 2510-59.PDF](#)
[2026 PROPERTY TAX HEARING NO. 1 - COUNCIL DISTRIBUTION.PDF](#)

(11) CB 2510-61 – 1st Reading – Adopt An Ordinance Levying The Regular Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2026, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon. (3rd & Final Reading 11/19/25)

Documents:

[CB 2510-61.PDF](#)

(12) CB 2510-60 – 1st Reading – Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2026 In The Amount Of \$943,828,973. (3rd & Final Reading 11/19/25)

Documents:

[CB 2510-60.PDF](#)

[2026 BUDGET HEARING NO. 1 - COUNCIL DISTRIBUTION.PDF](#)

PROPOSED ACTION ITEMS:

(13) CB 2510-58 – 2nd Reading - Adopt An Ordinance Amending Chapter 10.16 Of The Everett Municipal Code To Add Exposing A Minor Child To Domestic Violence. (3rd & Final Reading 11/12/25)

Documents:

[CB 2510-58.PDF](#)

(14) CB 2510-62 – 1st Reading - Adopt An Ordinance Relating To Business And Occupation Tax, Adopting The New Revisions To The Model B&O Tax Ordinance Incorporating SB 5814 Changes Relating To Retail Sales And Amending EMC 3.24.030. (3rd & Final Reading 11/19/25)

Documents:

[CB 2510-62.PDF](#)

ACTION ITEMS:

(15) CB 2510-56 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled City Of Everett Police Boathouse Project, Fund 342, Program 054 To Accumulate All Design Costs.

Documents:

[CB 2510-56.PDF](#)

(16) CB 2510-57 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Cedar Hall & Recreation Building Demolition", Fund 342, Program 055 To Accumulate All Costs For The Project.

Documents:

[CB 2510-57.PDF](#)

(17) Authorize The Mayor, The Police Chief, And Their Designees To Sign All Necessary Documents And Agreements With The U.S. DOJ Office Of Community Oriented Policing Services Regarding The Acceptance And Utilization Of The COPS FY2025 Safer Outcomes Grant, In The Amount Of \$500,000.

Documents:

COPS FY25 SAFER OUTCOMES GRANT AWARD.PDF

Executive Session

ACTION ITEM:

(18) Authorize The Mayor To Sign The Collective Bargaining Agreement Between The City And The Amalgamated Transit Union (ATU), Local No. 883.

Documents:

[ATU COLLECTIVE BARGAINING AGREEMENT_2025_2027.PDF](#)

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

AGENDAS, BROADCAST AND RECORDINGS

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

CONTACT THE COUNCIL

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

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

RESOLUTION NO. _____

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

Whereas the claims payable by checks against the City of Everett for the period October 18, 2025 through October 24, 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:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Funds	(764.00)	101	Parks & Recreation	8,041.12
003	Legal	186,017.63	110	Library	7,258.65
005	Municipal Court	1,724.25	119	Public Works - Str Imp	201.48
009	Misc Financial Funds	491,383.43	120	Public Works - Streets	484.36
010	Finance	253.95	130	Develop & Const Permit Fees	200.00
021	Planning & Community Dev	3,308.47	146	Property Management	8,240.15
024	Public Works-Engineering	1,976.51	152	Cum Res/Library	26,092.67
032	Fire	15,184.15	153	Emergency Med Svc	27,335.72
038	Facilities Maintenance	63.74	155	Capital Reserve Fund	35,618.72
			156	Criminal Justice	450.00
			162	Capital Projects Reserve	84,293.60
			197	CHIP Loan Program	472.31
TOTAL GENERAL FUND		\$ 699,148.13	198	Comm Dev Block Grants	8,096.00
			303	Public Works Impr. Projects	76,438.55
			336	Water & Sewer Sys Improv Project	636,733.57
			342	City Facilities Const.	1,190.00
			401	Public Works-Utilities	215,462.72
			402	Solid Waste Utility	11,458.69
			425	Public Works-Transit	29,939.14
			430	Everpark Garage	2,143.63
			440	Golf	2,014.26
			501	MVD - Trans Services	69,831.63
			503	Self-Insurance	35,456.50
			505	Computer Reserve	50,043.70
			508	Health Benefits Reserve	8,333.33
			637	Police Pension	52,617.16
			638	Fire Pension	59,710.35
			661	Claims	65,968.06

Councilperson introducing Resolution

TOTAL CLAIMS **2,223,274.20**

Passed and approved this _____ day of _____, 2025

Council President _____



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of October 18, and checks issued October 24, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,741.45	7,188.50
003	Legal	105,228.50	26,103.94
004	Administration	50,698.56	7,803.14
005	Municipal Court	86,817.32	24,501.49
007	Personnel	55,452.99	15,736.81
010	Finance	110,495.17	28,267.36
015	Information Technology	125,763.06	34,779.12
018	Communications and Marketing	19,392.26	4,968.37
021	Planning & Community Dev	138,423.09	35,453.14
024	Public Works	241,518.88	68,359.46
026	Animal Shelter	60,450.56	19,761.76
030	Emergency Management	8,446.91	2,401.05
031	Police	1,310,192.58	313,663.67
032	Fire	794,582.90	191,896.77
038	Facilities/Maintenance	98,046.76	33,365.87
101	Parks & Recreation	145,650.61	48,264.48
110	Library	115,170.48	35,587.27
112	Community Theatre	9,108.96	2,307.53
120	Street	76,957.17	24,083.46
153	Emergency Medical Services	420,785.57	94,348.09
197	CHIP	8,411.99	1,811.92
198	Community Dev Block	4,110.31	1,133.27
401	Utilities	978,321.74	321,441.13
425	Transit	555,305.57	183,528.09
440	Golf	42,032.71	13,372.37
501	Equip Rental	88,206.25	29,247.80
		<u><u>\$5,663,312.35</u></u>	<u><u>\$1,569,375.86</u></u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Interlocal Agreement between City of Everett and City of Lake Stevens regarding Everett's Water Transmission Line Corridor within Lake Stevens.

Council Bill #

Project: Water Transmission Line Corridor; Interlocal Agreement

Partner/Supplier: City of Lake Stevens

Agenda dates requested:

Location: Everett Water Transmission Line corridor within Lake Stevens

Preceding action: n/a

Briefing

Fund: n/a

Proposed action

Consent 11/5/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

ILA

Department(s) involved:

Public Works

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

rsass@everettwa.gov

Project summary statement:

The City of Everett worked in coordination with the City of Lake Stevens to develop this Interlocal Agreement (ILA) focused on land use and permitting along the Everett Water Transmission Line corridor. This agreement will support effective management and long-term protections of the regional water supply infrastructure while allowing for continued development along the corridor.

Everett's regional water system is of regional importance, supplying water to 75% of Snohomish County. As development continues to increase on the 20th Street Corridor, coordinated interagency planning has become essential to ensure that growth is managed in a way that does not compromise the integrity of the water transmission line infrastructure.

The ILA establishes clear guidance regarding allowable public and private developments within and adjacent to the water transmission lines corridor. It reinforces the importance of early collaboration between the two municipalities to identify and address potential impacts to the water transmission system in the early stages of the development process.

This agreement represents a mutual commitment between both municipalities to protect the regional water supply while supporting continued development. It provides a framework for consistent communication and cooperation, ensuring that both infrastructure protection and community growth can advance in alignment.

The Interlocal Agreement between City of Everett and City of Lake Stevens regarding Everett's Water Transmission Line Corridor was approved by Lake Stevens City Council on October 14, 2025.

Initialed by:

RLS

Department head

Administration

Council President

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement between City of Everett and City of Lake Stevens regarding the Everett Water Transmission Line Corridor.



**INTERLOCAL AGREEMENT
BETWEEN
CITY OF EVERETT AND CITY OF LAKE STEVENS REGARDING
WATER TRANSMISSION LINES, ALLOWED USES AND PERMITTING**

This Interlocal Agreement (“*Agreement*”) is dated for reference purposes as of last signature below, and is between CITY OF EVERETT, a Washington municipal corporation (“*Everett*”) and CITY OF LAKE STEVENS, a Washington municipal corporation (“*Lake Stevens*”) (individually a “*Party*” and collectively the “*Parties*”), pursuant to Chapter 39.34 of the Revised Code of Washington (RCW).

RECITALS

A. Everett’s regional water system provides water to about 75% of Snohomish County, which is approximately 640,000 people, including Lake Stevens. The water system begins at Spada Reservoir, which has a 50 billion gallon capacity, then to Chaplain Reservoir, which has a 5 billion gallon capacity. At Chaplain Reservoir, up to 132 million gallons per day (MGD) can be treated at Everett’s treatment facility.

B. From its water filtration plant, Everett transmits the potable water through four large diameter transmission lines to Lake Stevens, Everett and throughout most of Snohomish County. These transmission pipelines can deliver up to 200 MGD. Each of the four pipelines is about four feet across and can each carry about 50 MGD. Transmission lines number two, three, and four run in a corridor through a portion of Lake Stevens. These transmission lines and a continuous 14-foot wide maintenance access road are critical infrastructure for the region. Everett holds property ownership and easements for the corridor containing the transmission pipelines and access road within Lake Stevens city limits (the “*Water Corridor*”) as shown on Exhibit 1 attached to this Agreement.

C. When the Water Corridor was initially established about 100 years ago, it traversed mostly undeveloped rural land with a gravel access road for transmission line maintenance. As Snohomish County continues to grow, this land is becoming more urbanized with homes and businesses. As development increases in these previously rural areas, it is becoming more apparent that interagency coordination will be required to protect the Water Corridor and provide greater certainty related to the allowed uses within and around the Water Corridor by the owners of public and private property through which the Water Corridor passes.

D. Protecting the Water Corridor allows Everett to operate, maintain and improve its regional water system. Lake Stevens acknowledges the critical nature of this infrastructure and the property/easement rights for the transmission lines and 14-foot-wide continuous access road located within the Water Corridor in Lake Stevens. Construction and day-to-day activities on or adjacent to the Water Corridor cannot be allowed to endanger the region’s drinking water.

E. Lake Stevens and Everett desire to clarify which public and private improvements may be constructed that do not endanger the Everett regional water system or conflict with Everett’s property/easement rights, and which may be constructed and/or permitted by Lake

Stevens consistent with Lake Stevens Comprehensive planning efforts and land use regulations, within and adjacent to the Water Corridor.

F. To support growth in the region, Everett may construct future additional transmission lines in the Water Corridor.

G. Lake Stevens supports the continued and efficient operation and maintenance of the Water Corridor by Everett, and Everett supports the goals of Lake Stevens to allow reasonable private and public development in Lake Stevens adjacent to or crossing the Water Corridor that supports growth in Lake Stevens as part of the region, all subject to the terms and conditions of this Agreement.

AGREEMENT

The Parties agree as follows:

SECTION 1: PROTECTING THE WATER CORRIDOR.

This Section 1 establishes the Parties' agreement regarding all future public and private development relating to the Water Corridor.

1.A. Purpose or Purposes of Agreement.

This Agreement is authorized by Chapter 39.34 RCW. Lake Stevens is also entering into this Agreement pursuant to Chapter 35A.11 RCW. The purposes and intent of this Agreement are to define the responsibilities of Lake Stevens and Everett as they relate to the protection of the Water Corridor and to define allowed uses, permitting process, noticing requirements, and enforcement process on public and private properties, within and adjacent to the Water Corridor, as detailed below.

1.B. Protection of the Water Corridor.

1.B.1 Document Marking/GIS. Lake Stevens agrees to mark the location of the Water Corridor in all new plats and in Lake Stevens' land use and planning documents. Everett displays the location of the Water Corridor on its Geographic Information Systems (GIS). Lake Stevens will display the Water Corridor on its GIS platform and in appropriate planning documents as well.

1.B.2 Everett Water Corridor Contact Persons. The Everett Public Works Director will appoint a Water Corridor Contact Person who will be the contact person for Lake Stevens with respect to the Water Corridor. The Lake Stevens City Administrator will appoint a contact person for Lake Stevens with respect to the Water Corridor.

1.B.3 Activities Within or Impacting the Water Corridor. Lake Stevens will provide Everett's Water Corridor Contact Person copies of all permit applications for public or private development or construction within the Water Corridor. Lake Stevens will follow the Lake Stevens permitting procedures identified in Chapters 14.16A and 14.16B of the Lake Stevens Municipal Code ("*LSMC*"), or as may be amended. Lake Stevens will also provide Everett's Water Corridor Contact Person copies and other permits within 50-feet of the Water Corridor that may potentially have an impact on the maintenance or operation of the Water Corridor or Everett's future infrastructure construction within the Water Corridor, including but not limited to land disturbance permits, building permits for new structures and utility installations. Everett will provide specific written comments to Lake Stevens within 14-days of receiving written notice. For all such permit applications, Lake Stevens will give substantial consideration to Everett's

comments in the decision-making process, as they relate to project design elements, protection of the Water Corridor.

1.B.4 Engineering Evaluation. If a permit application for public or private development or construction within the Water Corridor or within 50 feet of the Water Corridor involves work that includes a significant change in grade or installation of structures or other activities that could impact the transmission lines, an engineering evaluation shall be required prior to permit issuance by Lake Stevens and will be available for review and comment by Everett at least for the entire comment period. This evaluation must be conducted by a professional engineer, licensed in the State of Washington, who has experience evaluating site conditions and preparing reports for the relevant engineering discipline including but not limited to civil engineering, geotechnical engineering or structural engineering, based on the specific application and potential impact with a preference for engineers with practical experience working within or near water transmission lines. The professional engineering evaluation must follow water utility industry standards, must include specific engineering standards from Everett or Lake Stevens as applicable, and must demonstrate that the proposed work will not adversely affect the transmission lines. If the engineering evaluation includes conditions for the proposed work for minimizing or avoiding adversely affecting the transmission lines, those conditions will be included in the permit(s) issued by Lake Stevens.

1.B.5 Setbacks from the Water Corridor. Lake Stevens, by ordinance or by other legally enforceable mechanism, will enforce a mandatory 10-foot setback from the boundary line of Everett's ownership or easement, as shown in Exhibit 1 and marked as "***Setbacks.***" As shown in Exhibit 1, the Setbacks are 10 feet in width from such boundaries. Everett may acquire additional property interests from time to time for transmission line related infrastructure, and the Setbacks will be modified to be a 10-foot set back from the boundary lines of the additional property interests at the time Everett acquires them. No private or public improvements shall be permitted by Lake Stevens within the Setbacks, except for improvements specifically allowed under this Section 1.B.5 or otherwise approved by Everett's Water Corridor Contact Person in writing. Everett will allow, and Lake Stevens may permit, the following improvements within the Setbacks: roads, driveways, parking lots, utility installations or similar improvements, all subject to review and comment under Section 1.B.3 above and engineering evaluation (if applicable) under Section 1.B.4 above. The following are examples of structures that are not allowed within the Setbacks: buildings, building parts, manufactured homes, mobile homes, walls, rockeries, vaults, and foundations.

1.B.6 Additional Requirements for Activities Within the Water Corridor.

1.B.6(a) Permit Authority/Transmission Line Right-of-Way Use Permits. Lake Stevens is the permitting authority for all permits and associated improvements within Lake Stevens per Chapter 35A.11 RCW, including those adjacent to or crossing the Water Corridor, including but not limited to construction plan approval, grading permit approval, environmental review, issuance of a SEPA threshold determination (except as may be otherwise provided herein), and Lake Stevens right-of-way permit approval. Lake Stevens will provide Everett's Water Corridor Contact Person copies of all permit applications for public or private development or construction within the Water Corridor and provide for review and comment and engineering evaluation as set forth in Sections 1.B.3 and 1.B.4 above. Lake Stevens will notify applicants that a Transmission Line Right-of-Way Use Permit will be required by Everett. The city of Lake Stevens will not issue permits for development and construction until the applicable

comment period under Section 1.B.3 has ended for the application. If Everett issues a Transmission Line Right-of-Way Use Permit for development or construction within the Water Corridor at least seven days prior to the issuance of the Lake Stevens permit or authorization, then compliance with the Transmission Line Right-of-Way Use Permit will be incorporated as a condition in the Lake Stevens permit or other authorization for the development or construction. If Everett is unable to issue a Transmission Line Right-of-Way Use Permit at least seven days prior to Lake Stevens permit or authorization issuance, or if for any other reason compliance with an issued Transmission Line Right-of-Way Use Permit is not a condition of the Lake Stevens issued permit or authorization, Everett remains free to enforce Everett's easements, including without limitation requiring the applicant to obtain a Transmission Line Right-of-Way Use Permit for projects within the Water Corridor. (The Parties acknowledge that the term "Transmission Line Right-of-Way Use Permit" is Everett's historical terminology for the written permission that Everett issues, in accordance with Everett's property rights for the Water Corridor, for persons to use the Water Corridor. A "Transmission Line Right-of-Way Use Permit" does not affect Lake Stevens' permitting authority for permits and associated improvements within Lake Stevens pursuant to Chapter 35A.11 RCW.) For the purposes of this Agreement, the person that is issued a Transmission Line Right-of-Way Use Permit by Everett or equivalent written permission by Everett is referred to as the "***Water Corridor Permittee.***"

1.B.6(b) Water Transmission Line Right-of-Way Standards. Everett will provide Lake Stevens with copies of Everett's Water Transmission Line Right-of-Way Standards for Lake Stevens to provide to applicants. Lake Stevens will be given the opportunity to comment on any substantive edits or updates to the Water Transmission Line Right-of-Way Standards.

1.B.6(c) Pre-Approved Improvements within the Water Corridor. Everett will work with proposed private and public developments to issue Transmission Line Right-of-Way Use Permits for the following improvements within the Water Corridor, so long as such improvements are at no cost to Everett and designed and constructed in accordance with Everett's Water Transmission Line Right-of-Way Standards:

1.B.6(c)(i) Paved Area Allowance. Everett will issue Transmission Line Right-of-Way Use Permits to allow surface paving in an area up to 30-feet wide measured from the northern boundary of the Water Corridor, as shown in Exhibit 1 attached to this Agreement marked as "***Paved Area Allowance***" except for where Everett infrastructure is located within 10-feet horizontally from the proposed paving. Examples of Everett infrastructure that require 10-foot separation include but are not limited to: air relief valves, pressure reducing valves, pressure sustaining valve assemblies, blowoff assemblies, water meters and similar appurtenances. The Transmission Line Right-of-Way Use Permit for each such surface paved area may contain some or all of the following restrictions and requirements: (1) the surface paved area may contain only pavement, stripes, and extruded curbs, and may not contain anything else (for example, the surface paved areas may not contain underground or overhead improvements, catch basins, storm drains, sewers, electrical, or communications), except at approved road crossings; (2) all runoff from the surface paved area must drain to the north and be collected outside of the Water Corridor; and (3) no overnight parking may be allowed on the surface paved area and violators must be towed away at no cost to Everett and the surface paved area must be signed accordingly.

1.B.6(c)(ii) Driveway and Utility Crossings. Everett will issue Transmission Line Right-of-Way Use Permits to allow perpendicular driveway and utility

crossings, including sewer infrastructure for proposed projects at key locations where such driveways and crossings align with larger planning efforts for serving the area.

1.B.6(c)(iii) Public Trails. If a separate agreement concerning a public trail within the Water Corridor has been approved by Everett and Lake Stevens, Everett will issue Transmission Line Right-of-Way Use Permits to allow a joint use, non-motorized east-west trail through the Water Corridor available to the public (pedestrians and bikes) in addition to periodic motorized access for inspection, maintenance, and security activities.

Any Transmission Line Right-of-Way Use Permit issued for the improvements in (i), (ii), or (iii) above may include other restrictions and requirements consistent with Everett's Water Transmission Line Right-of-Way Standards as may be reasonable and appropriate.

1.B.6(d) Everett Right of Control and Removal. Everett may from time to time take control of and/or remove some or all improvements within the Water Corridor (including without limitation improvements described in Section 1.B.6(c) above). Except for emergencies such as, for example, water leaks, broken infrastructure, or a change in condition threatening damage to infrastructure, Everett will attempt to provide prior notice, when notice is reasonable, before taking control or removing improvements. Everett may specify that the Water Corridor Permittee and its successors in interest are responsible for the costs of such removal in Transmission Line Right-of-Way Use Permit for improvements in the Water Corridor. Everett will attempt to avoid impacts to improvements during routine maintenance activities that require Everett's temporary control of the Water Corridor. If damage occurs during these routine Everett maintenance activities, the Water Corridor Permittee shall be allowed to restore and repair the improvements at the Water Corridor Permittee's cost. If improvements are removed by Everett to add infrastructure, or undertake significant maintenance or improvement projects, then Everett will determine, at its sole discretion, whether improvements will be allowed to be replaced. Three examples of factors Everett will consider in its determination are: (1) whether the improvements were initially installed in accordance with an approved Transmission Line Right-of-Way Use Permit, (2) whether the improvements could conflict with newly installed Everett infrastructure, and (3) whether Everett determines that the improvements would be allowed under this Agreement and will not negatively impact Everett's infrastructure or operation and maintenance activities.

1.B.7 Enforcement and Stop Work Orders. Lake Stevens will perform construction inspection and enforce the LSMC, and conditions of Lake Stevens permits in accordance with typical Lake Stevens practices. In addition, if Everett provides notice to Lake Stevens of work that violates transmission line-related conditions of a Lake Stevens permit, code requirements or Setbacks, or violates a Transmission Line Right-of-Way Use Permit incorporated into a Lake Stevens permit or other Lake Stevens authorization, Lake Stevens will take appropriate enforcement actions following Title 17 of the LSMC, including issuing a stop work order or otherwise requiring the responsible party to remedy the situation in a way that does not endanger Everett's infrastructure, and returns the project to be in compliance with all applicable requirements, including without limitation the Transmission Line Right-of-Way Use Permit. Nothing in this Agreement prohibits or otherwise limits any rights Everett may have to seek an injunction or other legal or equitable relief to protect the Water Corridor or the improvements therein.

1.B.8 Lead Agency. Except as otherwise provided in this Agreement under Section 1.D.2, Lake Stevens will serve as the lead agency for purposes of SEPA on all projects within Lake Stevens, including those adjacent to or crossing the Water Corridor.

1.B.9 Notice to Everett. Lake Stevens will provide Everett's Water Corridor Contact Person copies of the following so that Everett's Water Corridor Contact Person has a reasonable opportunity to review and comment:

- Proposed zoning or other land use changes affecting land within the Water Corridor,
- Proposed franchise agreements to be granted by Lake Stevens within the Water Corridor, and
- Wetland boundary assessments within the Water Corridor.

1.C Lake Stevens Infrastructure.

This Agreement, including Sections 1.B.3 to 1.B.6 above, applies to private and public development, including projects and development by the City of Lake Stevens, such as road and other projects. Section 1.B also applies to all such improvements by the City of Lake Stevens in the Water Corridor. Everett and Lake Stevens may make project-specific agreements as detailed below that supersede the requirements in Section 1.B.

1.C.1 Cooperation. Everett and Lake Stevens will meet as needed to discuss projects that are in the early stages of planning. Lake Stevens and Everett will work collaboratively with the Lake Stevens Sewer District, PUD water utility, PUD power, PSE, and all other local utilities to plan utility development to minimize crossings of the Water Corridor.

1.C.2 Project-Specific Agreements. The parties acknowledge that it may be advantageous for the Parties to enter into project-specific agreements for some City of Lake Stevens' projects or other local agencies. Project-specific agreements may include provisions regarding completion of certain transmission line work (such as replacement of a segment of a transmission line, for example). This could help avoid the potential for future Everett projects to damage completed Lake Stevens improvements. Project-specific agreements would state how the cost associated with transmission line work will be shared by Everett and Lake Stevens, with the cost-share ratio determined on a project-by-project basis. With respect to Everett, the project-specific agreement must be signed by Everett's Mayor to be effective, but Everett City Council approval will not be required.

1.C.3 Future Projects. The parties agree to work collaboratively during the 12 months after the effective date of this Agreement to develop a plan and cost sharing agreement, in coordination with Snohomish PUD, to transition all domestic / commercial water connections, located on properties along 20th Street SE and adjacent to the Water Corridor, off of the Everett transmission line and onto a new PUD service line. The parties will also work to identify sewer infrastructure that will serve the properties near the Water Corridor with minimal crossings of the Water Corridor in coordination with the Lake Stevens Sewer District.

1.C.4 Everett Plan Approval. Unless otherwise provided by a project-specific agreement, Lake Stevens will provide construction plans for proposed public improvement projects at no later than 30% design, and at other routine reviews (60 and 90% design), for Everett review and comment. Lake Stevens will provide the final project plans and specifications for

public projects to Everett at least 30 days before the project is advertised for bid. Lake Stevens projects will be designed in accordance with Everett Water Transmission Line Right-of-Way Standards or mutually agreed alternatives. Lake Stevens will not start construction unless Everett's Public Works Director or designee has approved in writing the project plans, which approval shall not be unreasonably denied. This approval is also project approval for the purposes of the Everett easement or other property right applicable to such project. In addition to the construction plans, the timing of construction may be conditioned by Everett to correspond with Everett water transmission line operations. Lake Stevens acknowledges that one of the instances in which it will be reasonable for Everett to withhold approval is if the proposed improvements upon completion would materially interfere with routine, day-to-day operation and maintenance of the transmission lines. Lake Stevens will follow Everett's case-by-case requirements for protection of the transmission lines during project construction.

1.C.5 Release. Unless otherwise agreed in a project-specific agreement, Lake Stevens hereby releases Everett from all liability and claims arising from damage to Lake Stevens improvements in the Water Corridor when such damage is caused by Everett transmission line construction or Everett transmission line maintenance and operations, including without limitation damage caused by Everett emergency response to transmission line breaks or by Everett transmission line capital projects performed in compliance with the provisions of this Agreement.

1.D Everett Work

1.D.1 Lake Stevens Permits. When undertaking construction projects within Lake Stevens, Everett will apply for applicable permit approval from Lake Stevens. Emergency response and maintenance activities by Everett are exempt from Lake Stevens' permitting requirements.

1.D.2 Lead Agency. Pursuant to WAC 197-11-926, Everett shall be the lead agency for proposals that Everett initiates.

SECTION 2: GENERAL PROVISIONS

2.A. Administration. Each Party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each Party's respective actions in performance of this Agreement. To the extent required by applicable law, each Party is responsible for financing and maintaining a budget for its activities under this Agreement.

2.B Duration/Termination/Suspension. This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the Interlocal Agreements website of either Party.

2.B.1 Duration. This Agreement will remain in effect so long as Everett operates transmission lines in the Water Corridor in Lake Stevens, unless sooner terminated (or suspended, as set forth below) as provided in this Agreement.

2.B.2 Suspension. This Agreement may be suspended at any time by either Party at such Party's sole discretion by delivering to the other Party a written suspension notice (the date of notice delivery, the "*Suspension Date*"). Upon notice delivery, this Agreement is not applicable to any permit application that is incomplete as of the Suspension Date or that is submitted after the Suspension Date. This Agreement remains applicable to complete permit applications as of the Suspension Date and to permits issued before the Suspension Date. In the event that a project as of the Suspension Date has a permit issued pursuant to this Agreement (or

complete application(s) pending), but the project requires additional permit(s) for which application(s) are incomplete or not yet submitted, the Parties will mutually and reasonably determine whether this Agreement should apply to the remaining project permits. If a suspension notice is delivered, then the suspension can only be ended if both Parties agree to end the suspension, with such agreement and the terms and conditions of the end of the suspension formalized as an amendment to this Agreement.

2.C Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

2.D Venue. The Parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

2.E Complete Agreement. Except for the Everett Water Transmission Line Right-of-Way Standards and Everett's easements within the Water Corridor, this Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto. Exhibit 1 attached hereto is incorporated into this Agreement.

2.F Easement Rights Not Affected. This Agreement does not limit or change Everett's rights under its easements in the Water Corridor. However, this Agreement does describe how Everett will provide certain approvals pursuant to its easements.

2.G Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of Everett and by an authorized representative of Lake Stevens. In the event that Everett acquires additional transmission line property rights in the future, the parties will update Exhibit 1 to reflect the updated/new easements or other property rights.

2.H Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

2.I Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be fully enforceable as permitted by law.

2.J Notice. For a notice under this Agreement to be valid, it must be in writing and the sending Party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to Everett	Notice to Lake Stevens
City of Everett Public Works Attn: Public Works Director Everett, WA	City of Lake Stevens Attn: City Administrator Lake Stevens, WA

A Party may change its address by delivering written notice to the other party of the new address.

2.K Attorney's Fees and Costs. The prevailing Party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing Party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing Party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

2.L No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties to this Agreement. No other persons have any rights or remedies under this Agreement.

2.M Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both Parties shall cooperate with each other so that each may comply with all its obligations under the Public Records Act.

2.N Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

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

2.P No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

2.Q No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

2.R Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution and delivery of this Agreement by the Parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or other e-signature method.

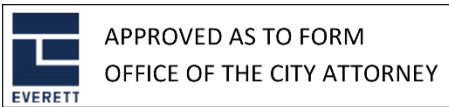
/SIGNATURES ON FOLLOWING PAGES/

Dated as of the reference date set forth above:

CITY OF EVERETT,
a Washington municipal corporation

By: _____
Cassie Franklin, Mayor

Date: _____



ATTEST:

Office of the City Clerk



CITY OF LAKE STEVENS,
a Washington municipal corporation

By: _____
Brett Gailey, Mayor

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

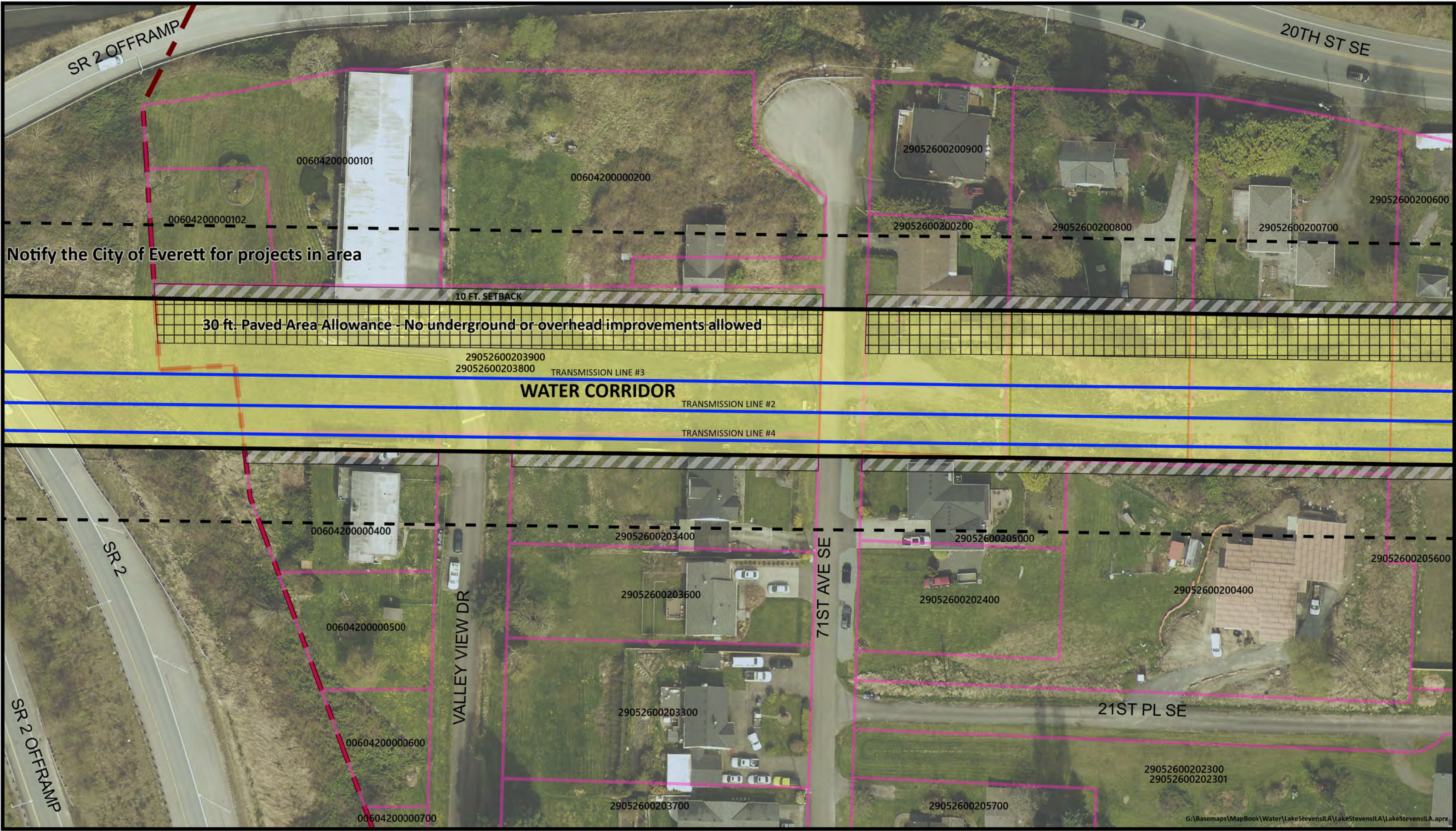
Office of the City Clerk



EXHIBIT 1

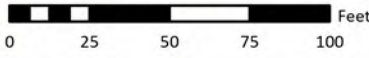
WATER CORRIDOR

[attached]



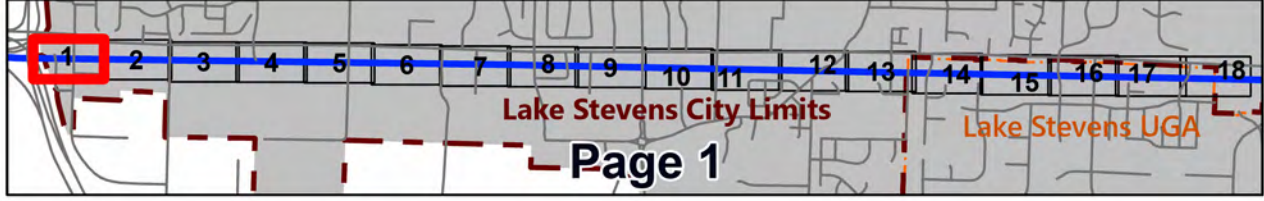
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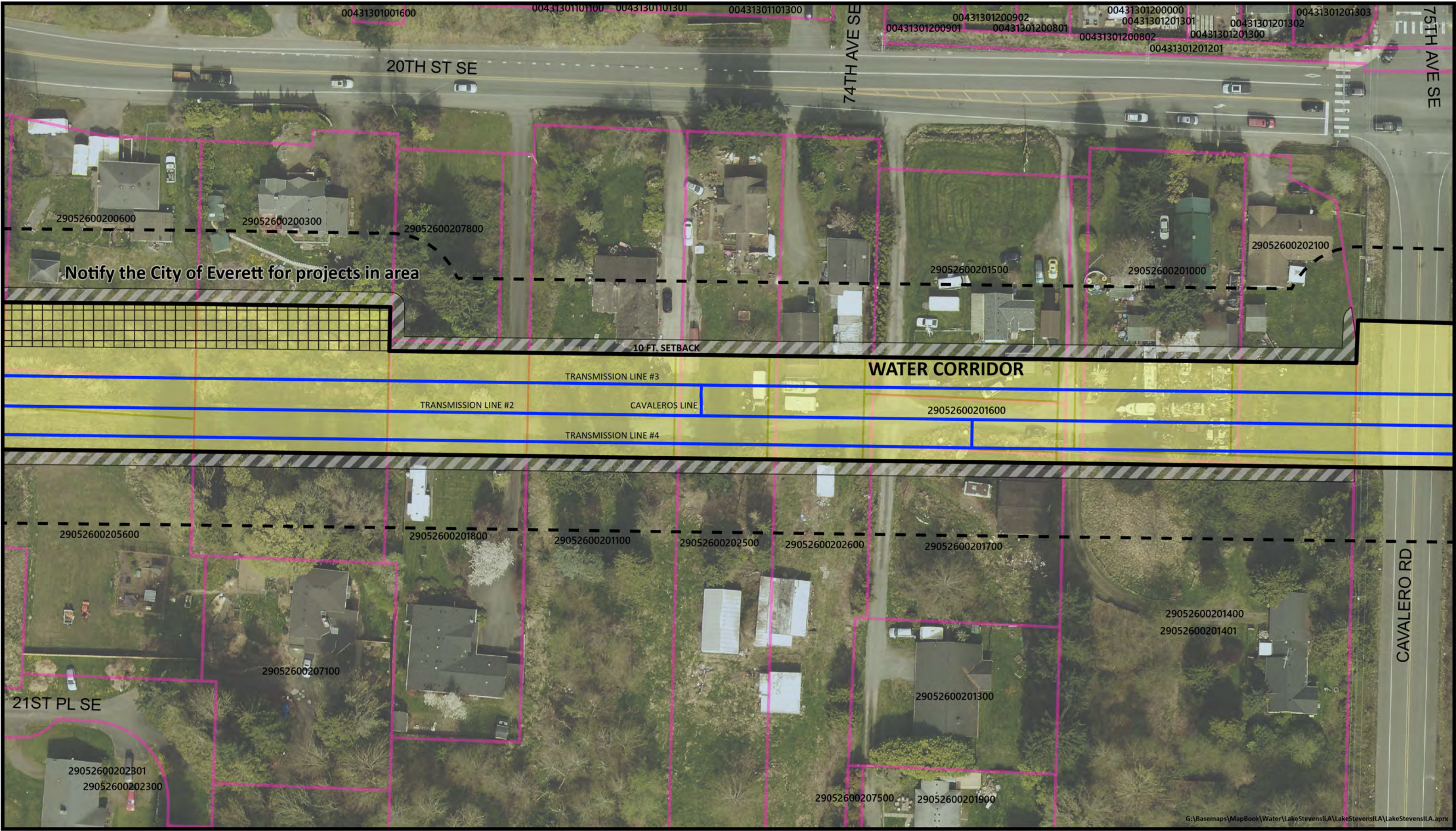
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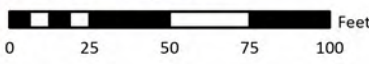
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- Paved Area Allowance
- Assessor Parcels
- Lake Stevens City Limits



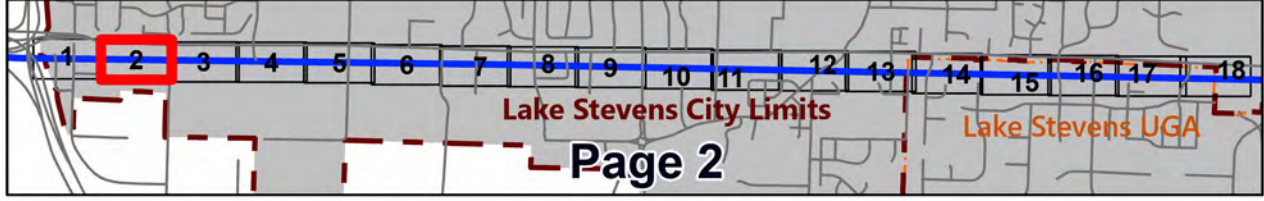


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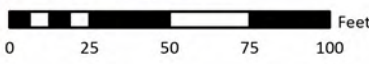
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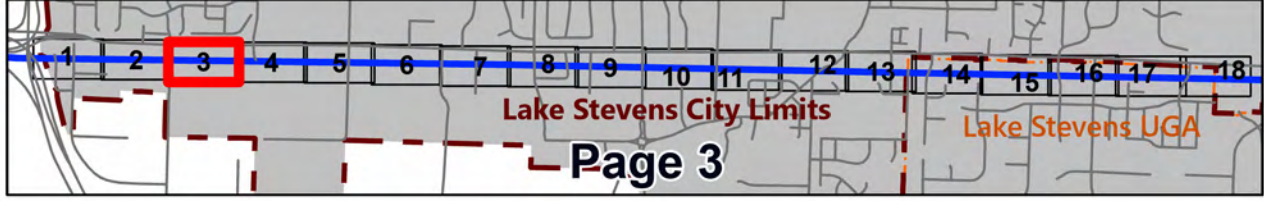


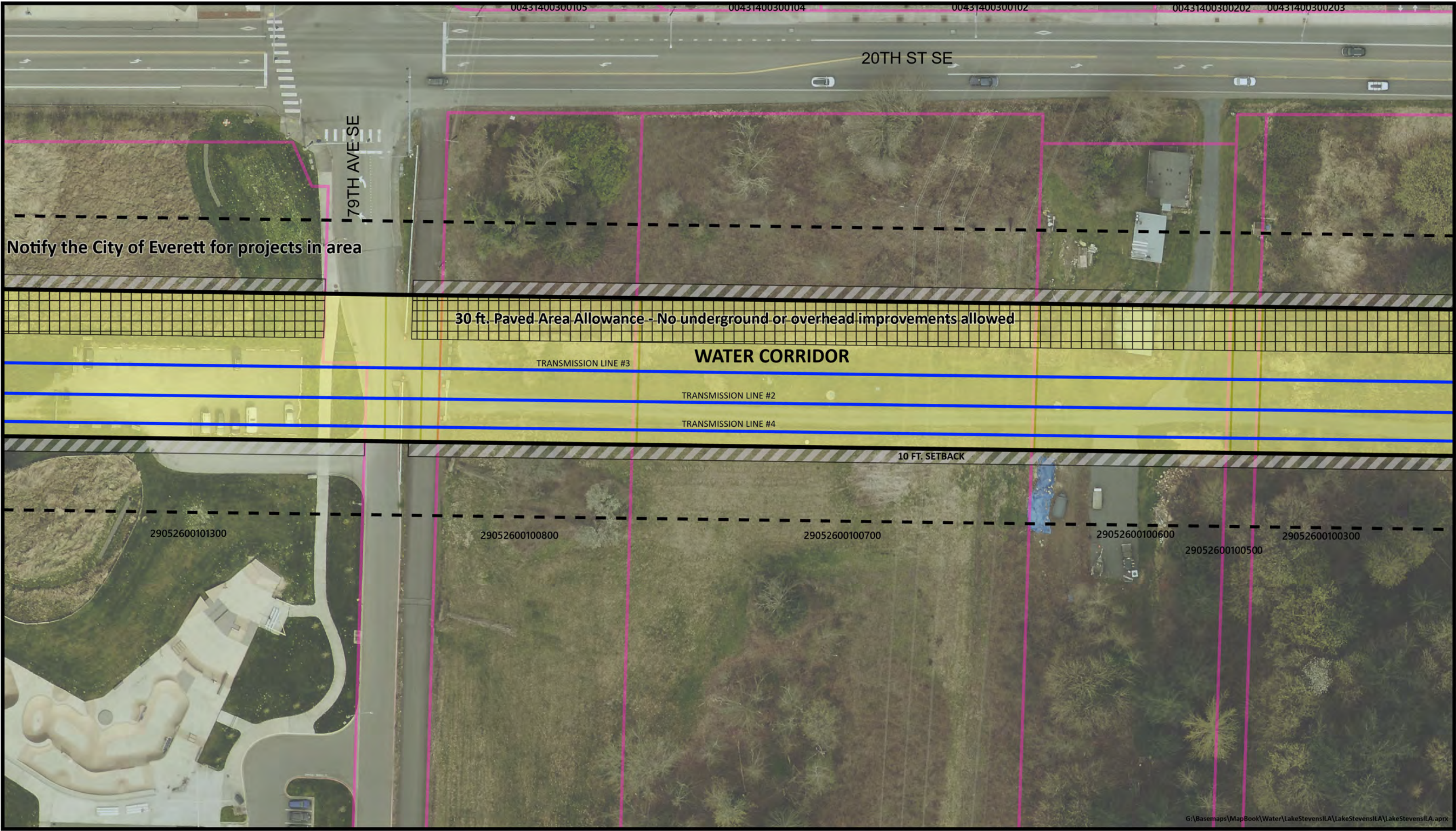
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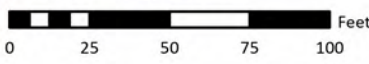
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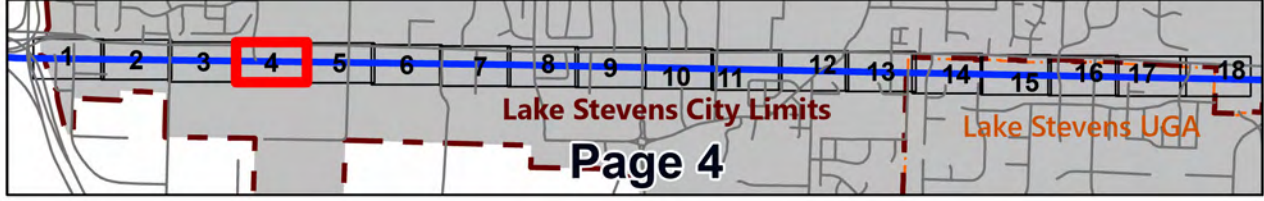
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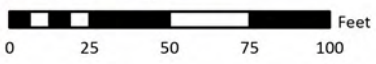




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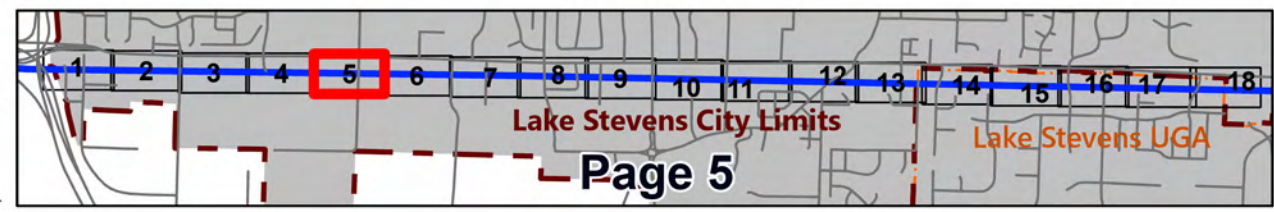
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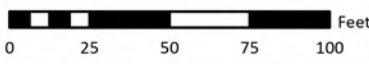
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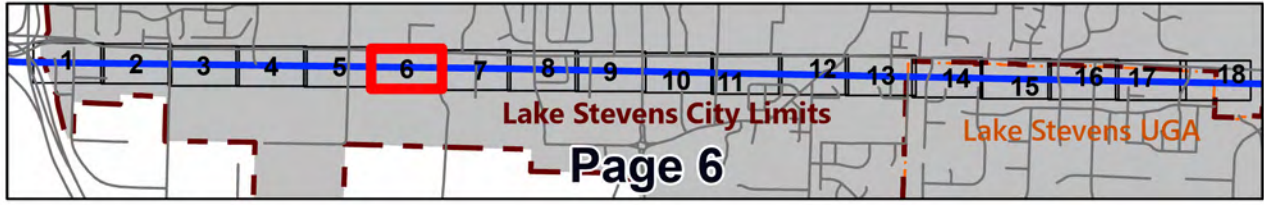
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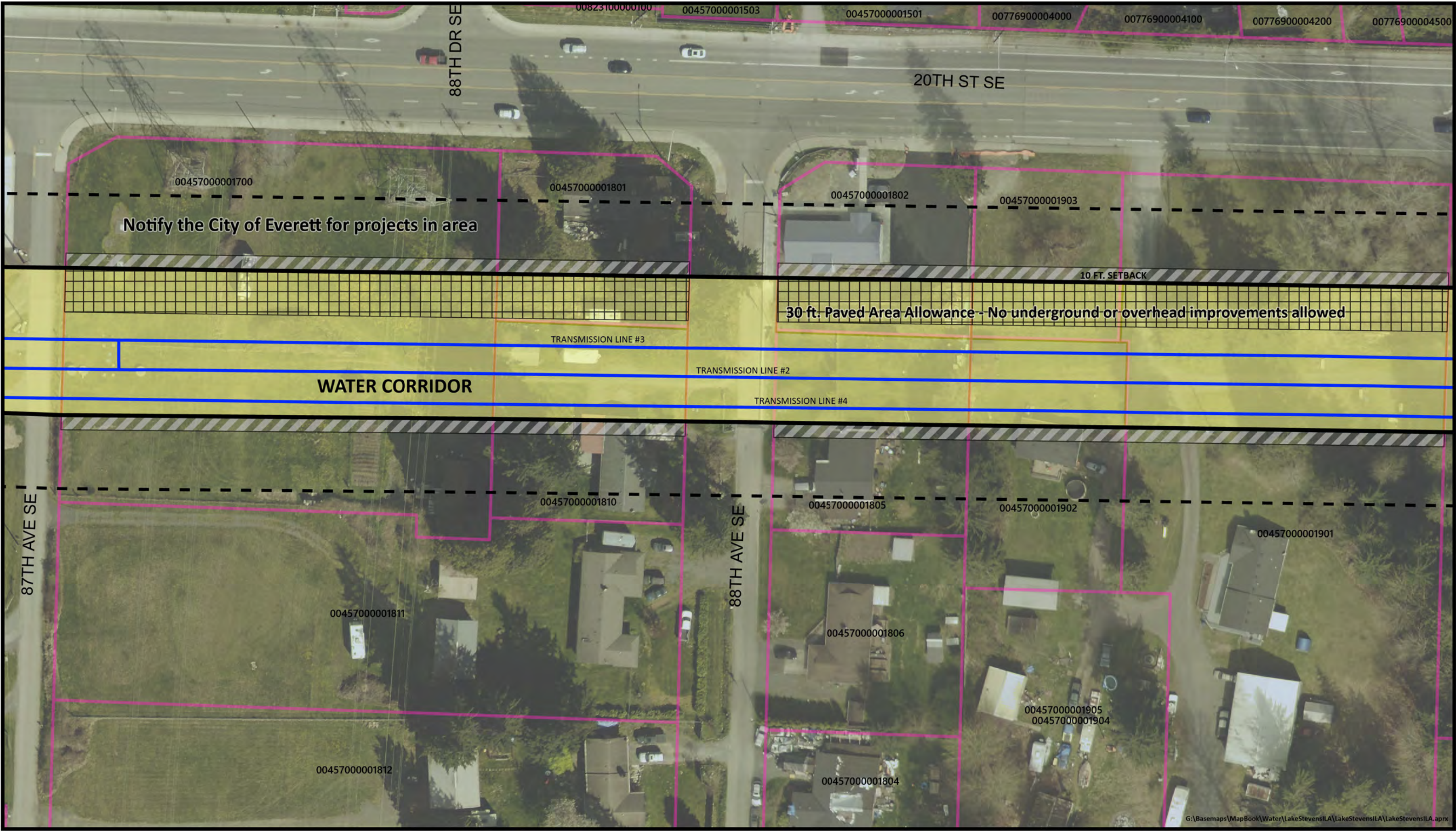


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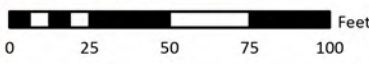
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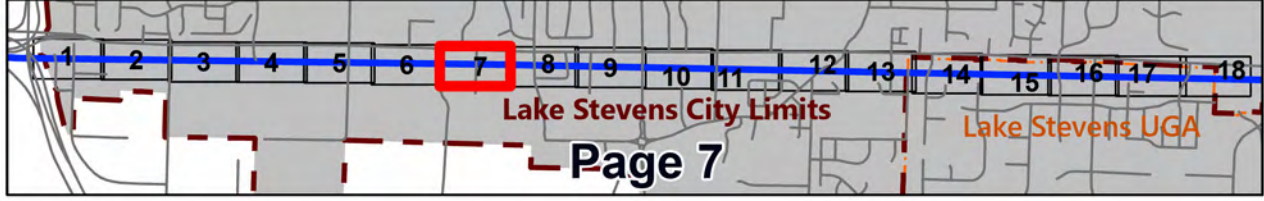


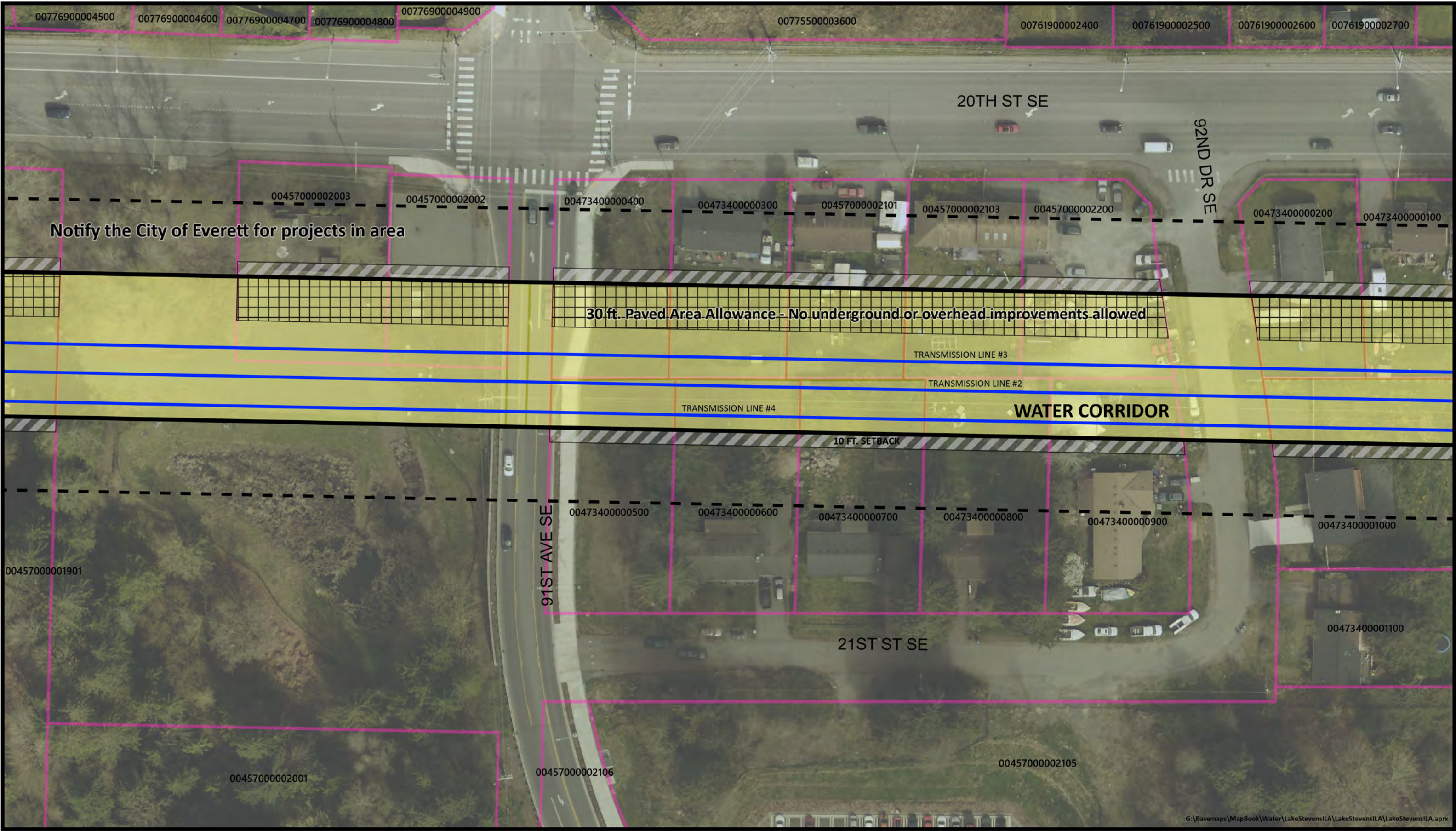
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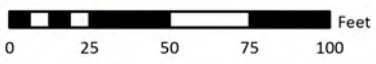
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CITY OF EVERETT - LAKE STEVENS

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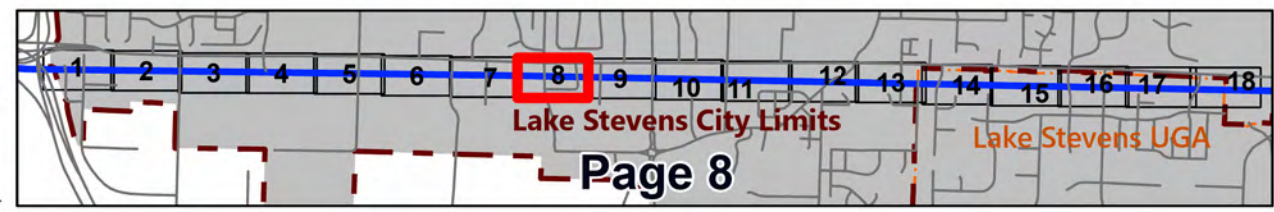
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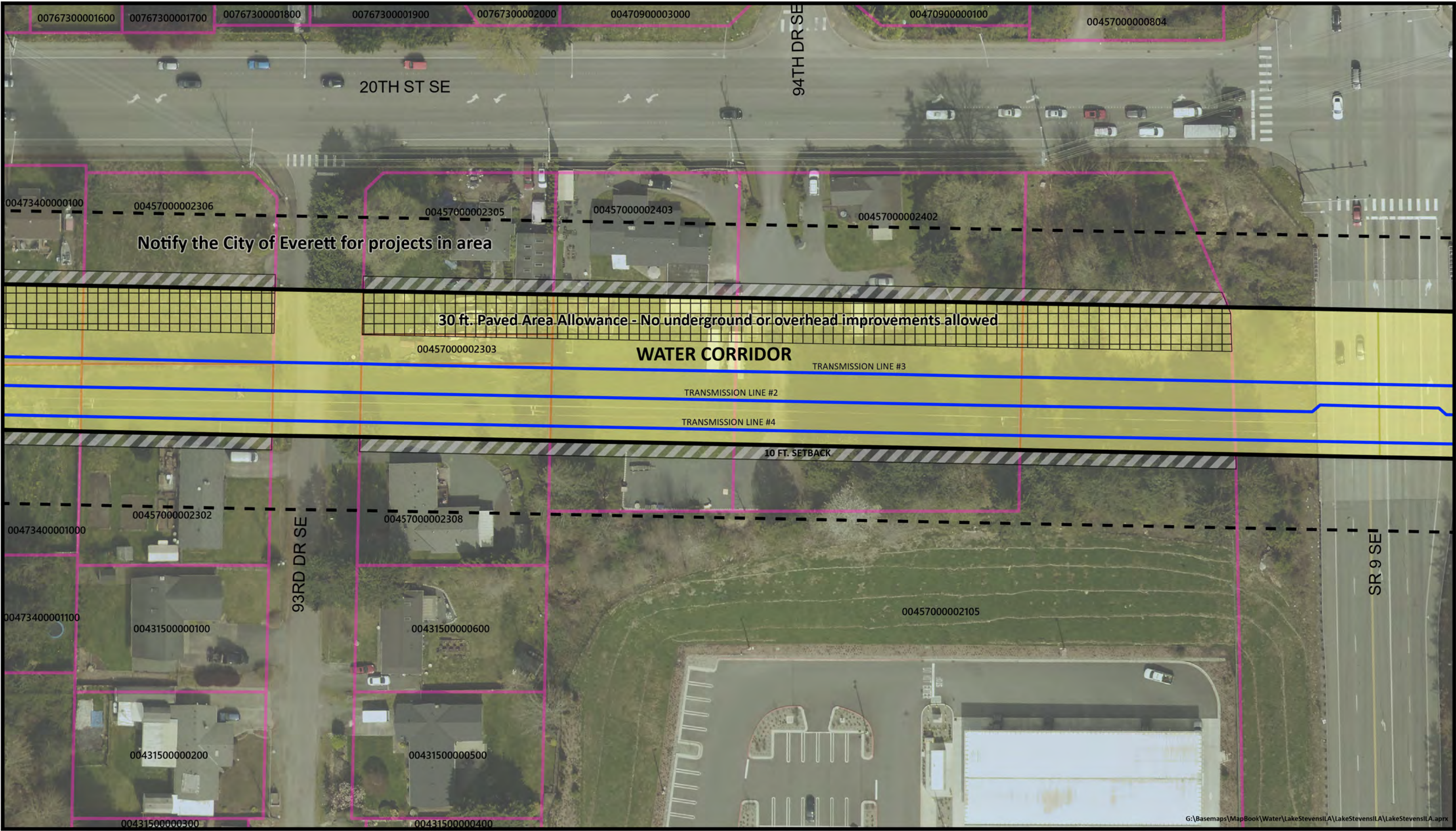


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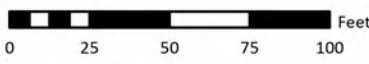
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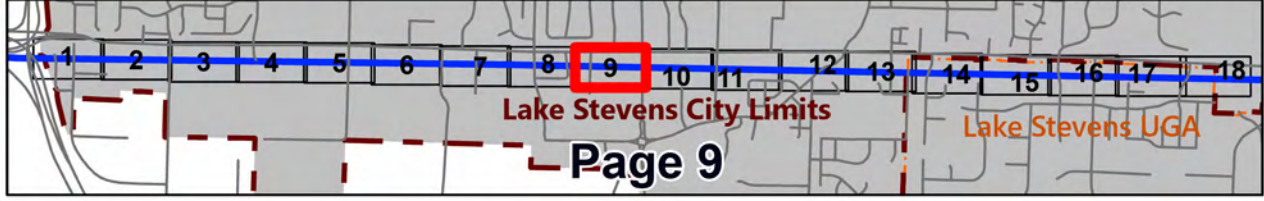


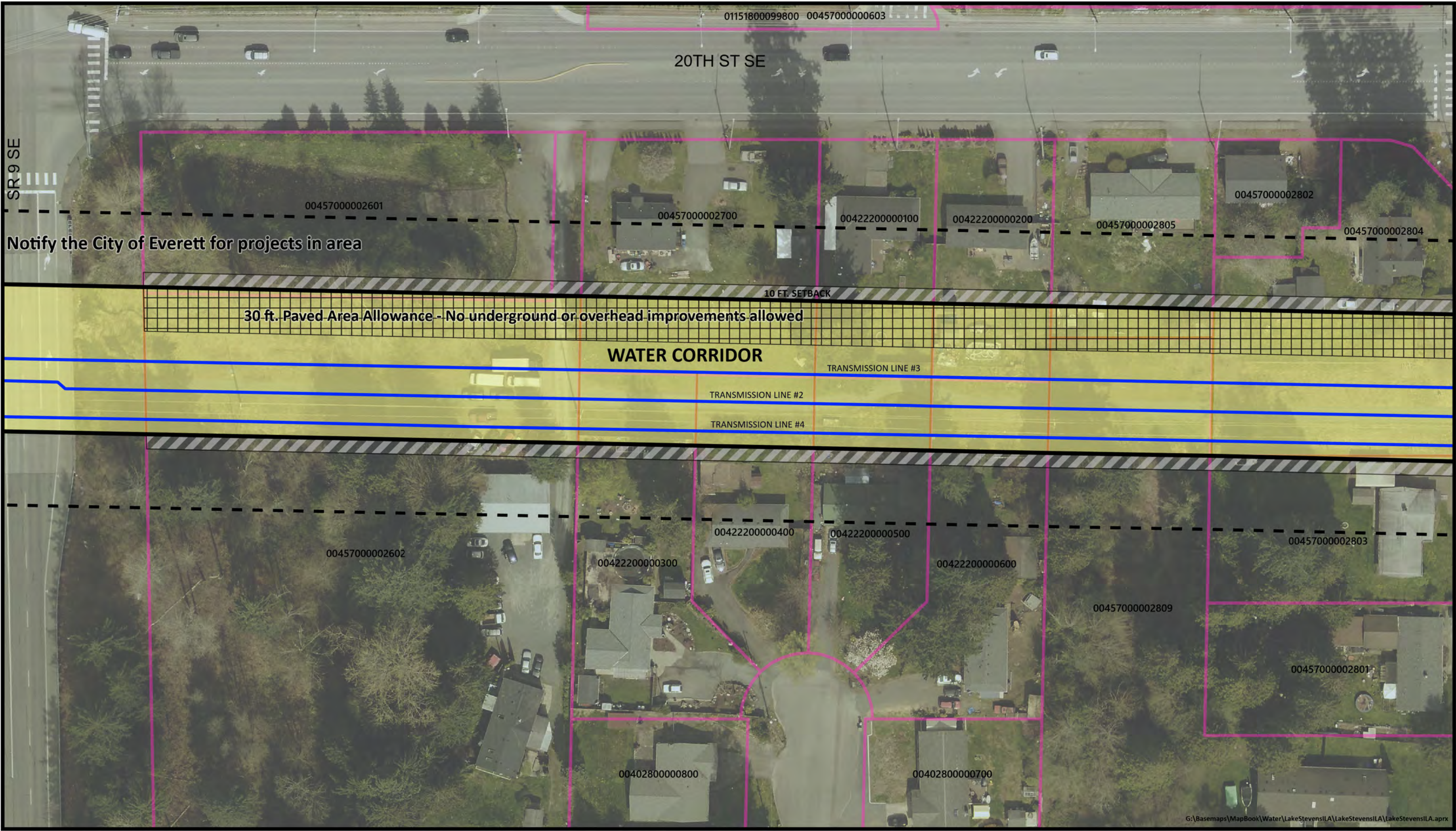
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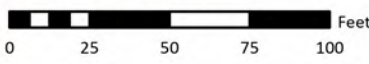
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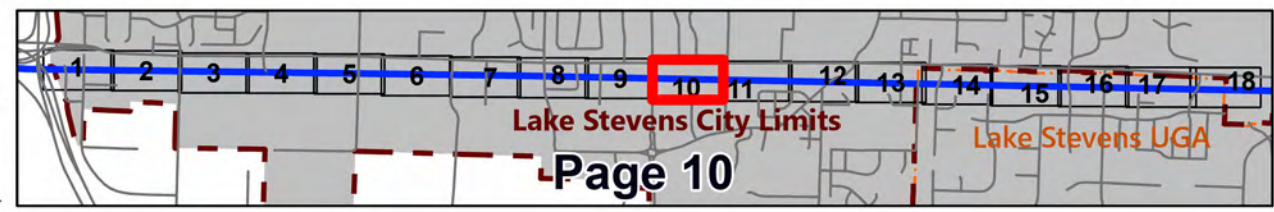
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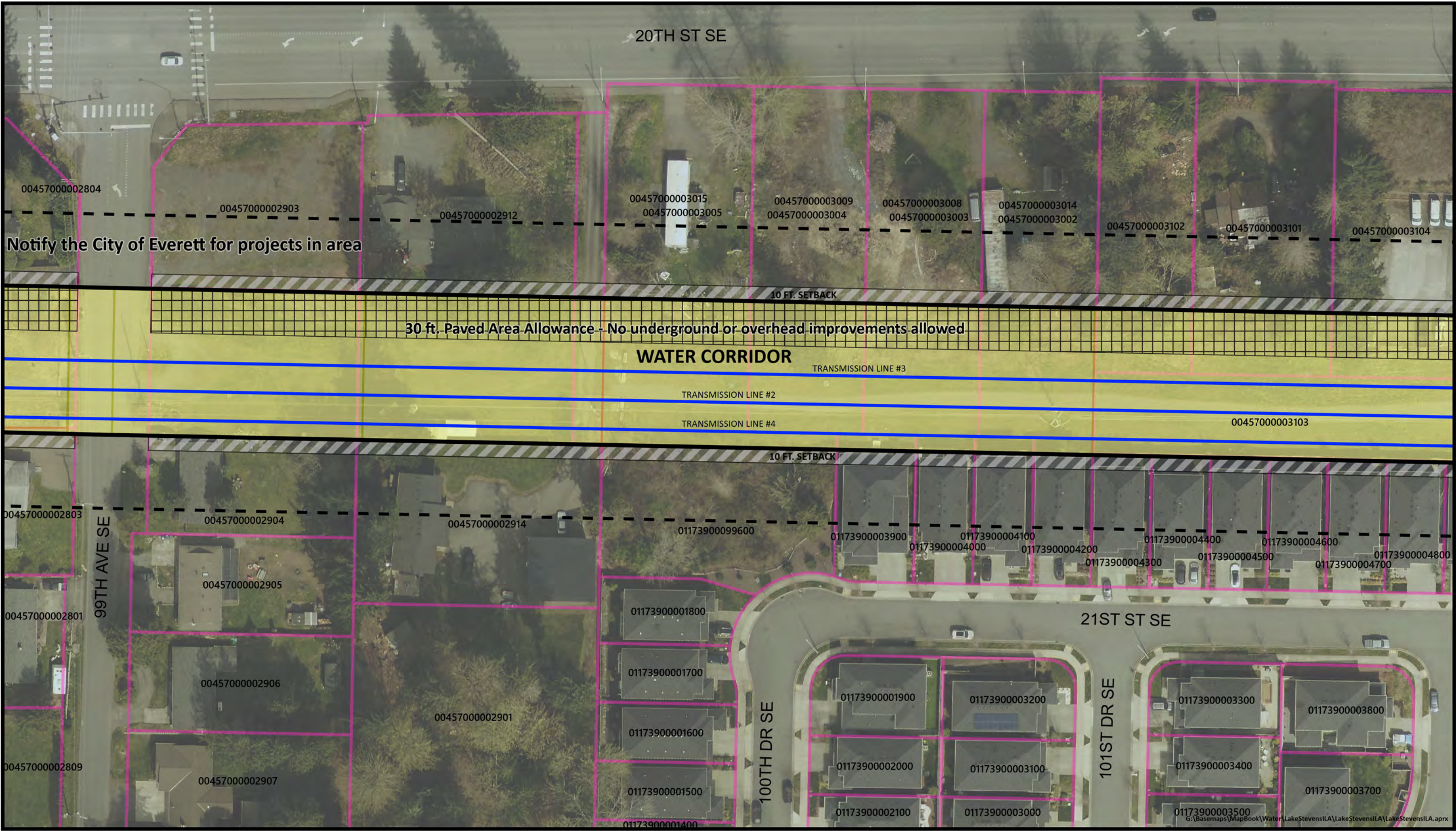


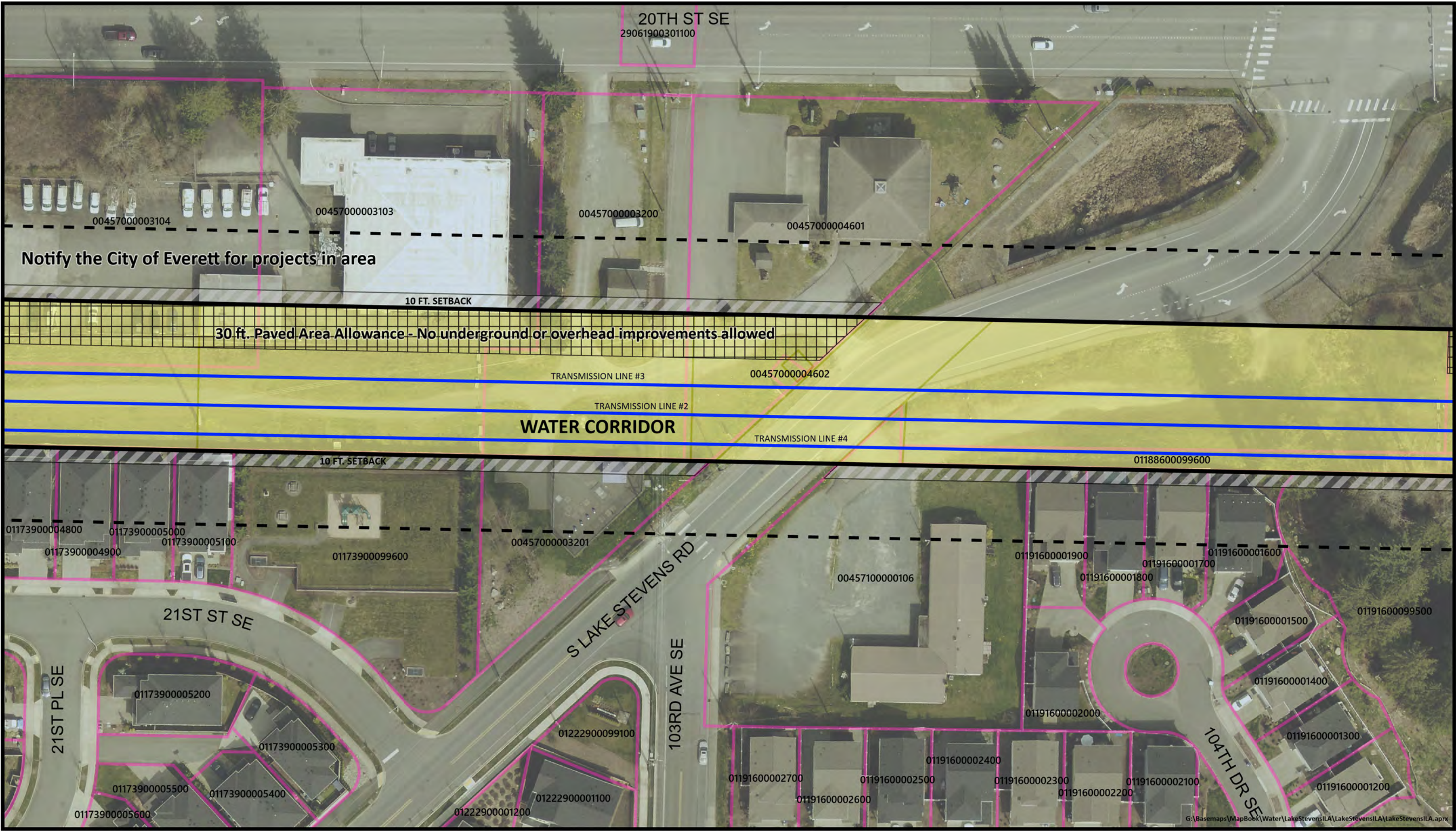
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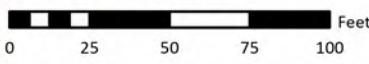
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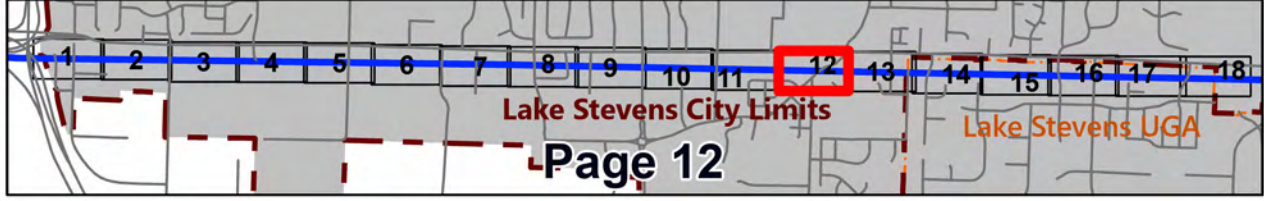


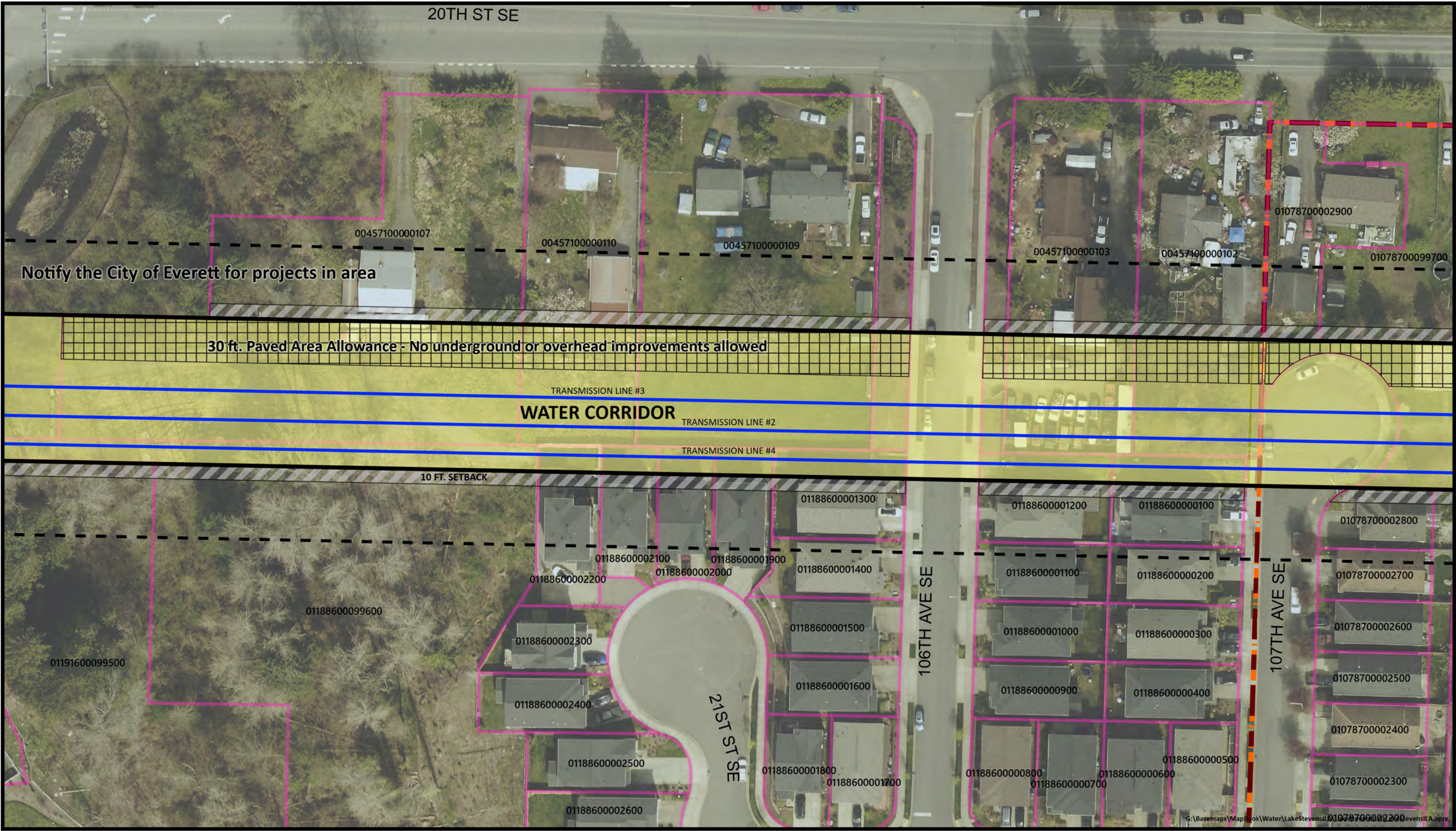
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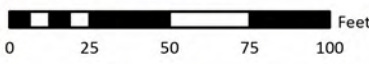
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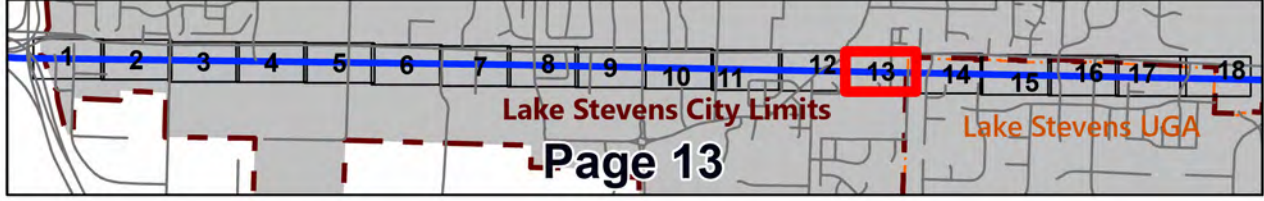
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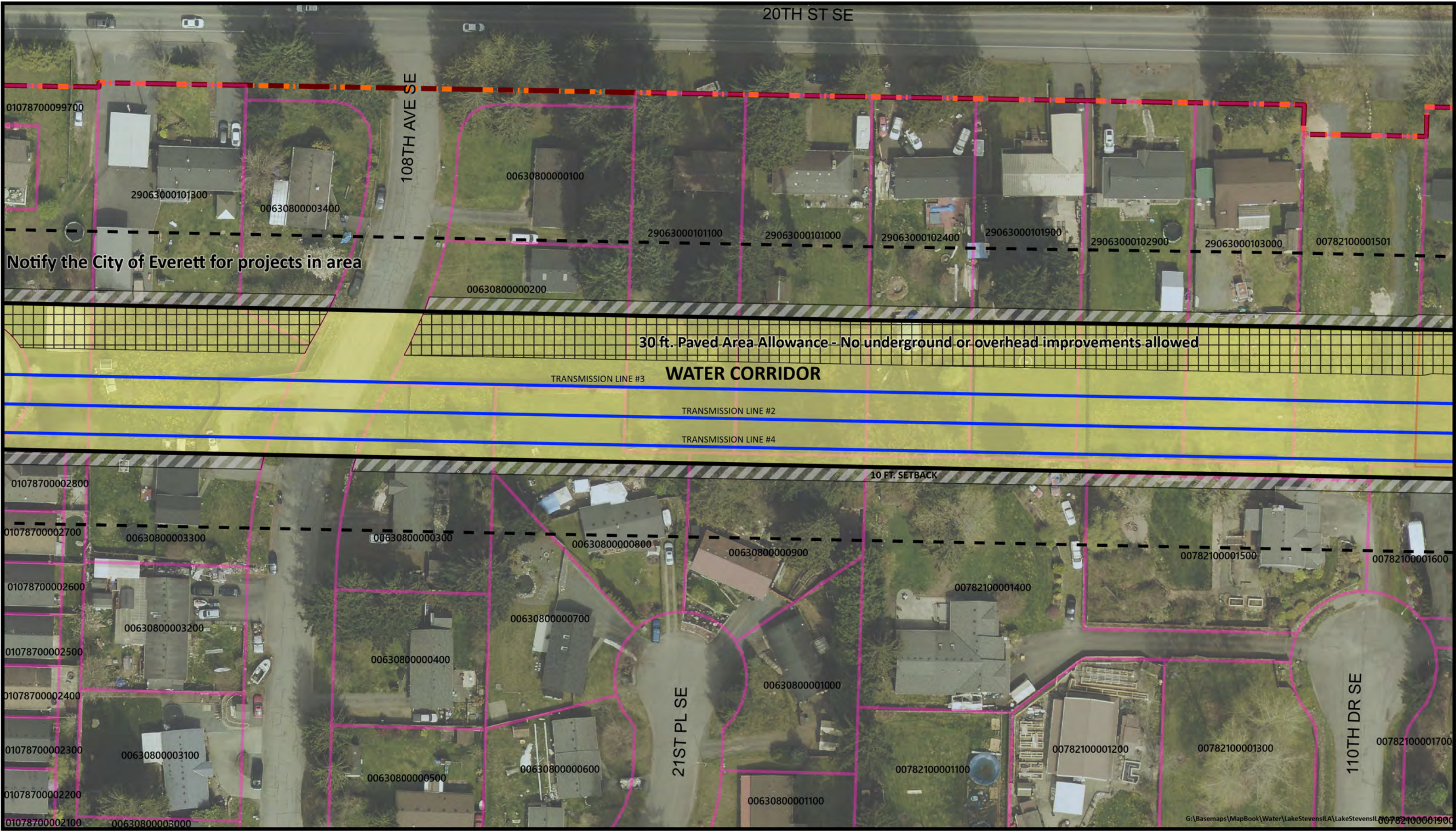


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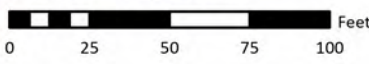
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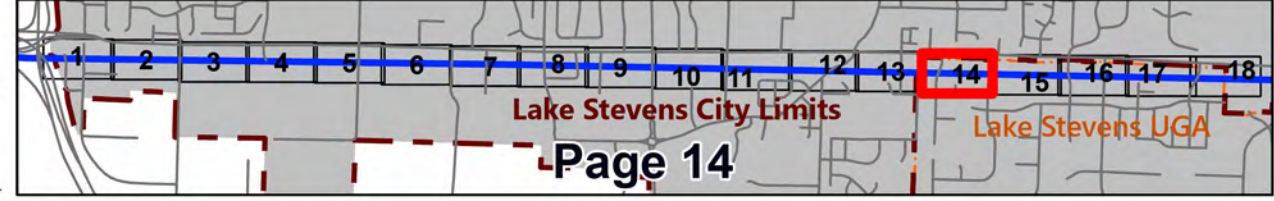
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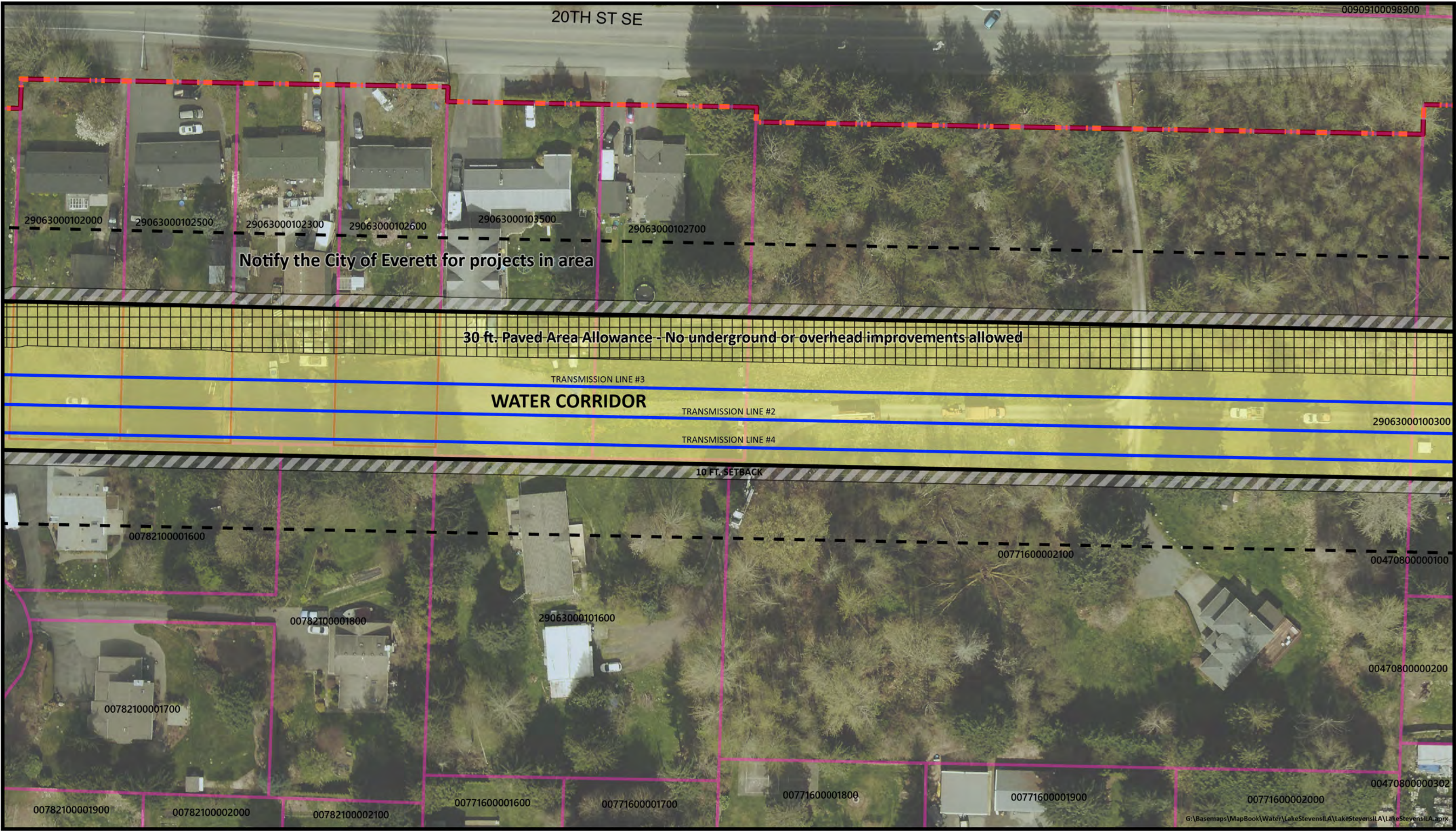


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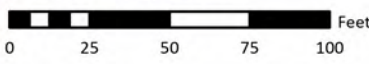
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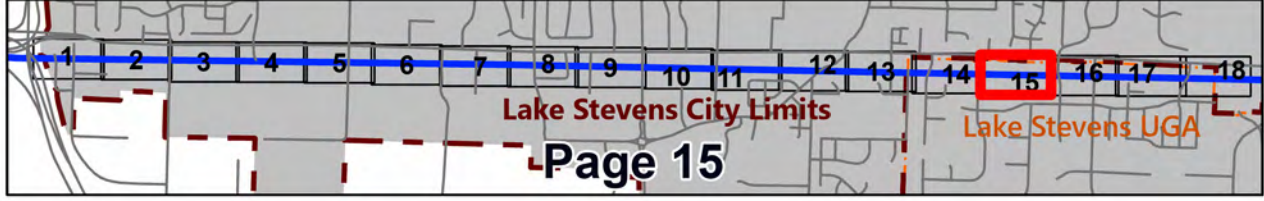


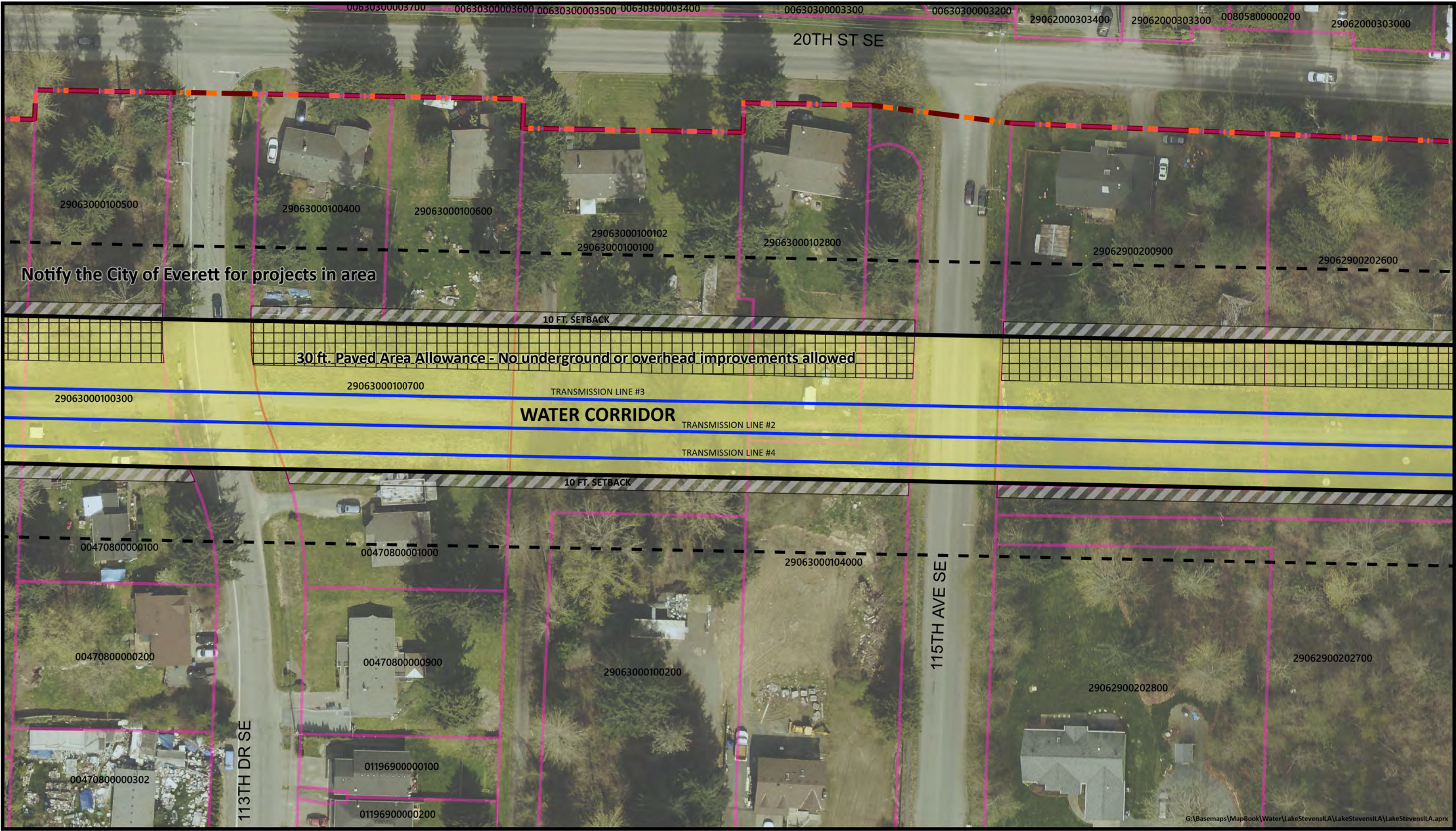
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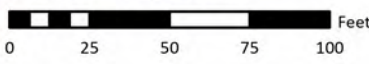
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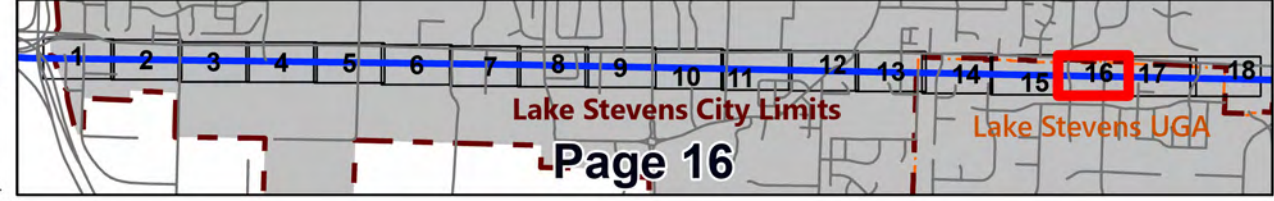
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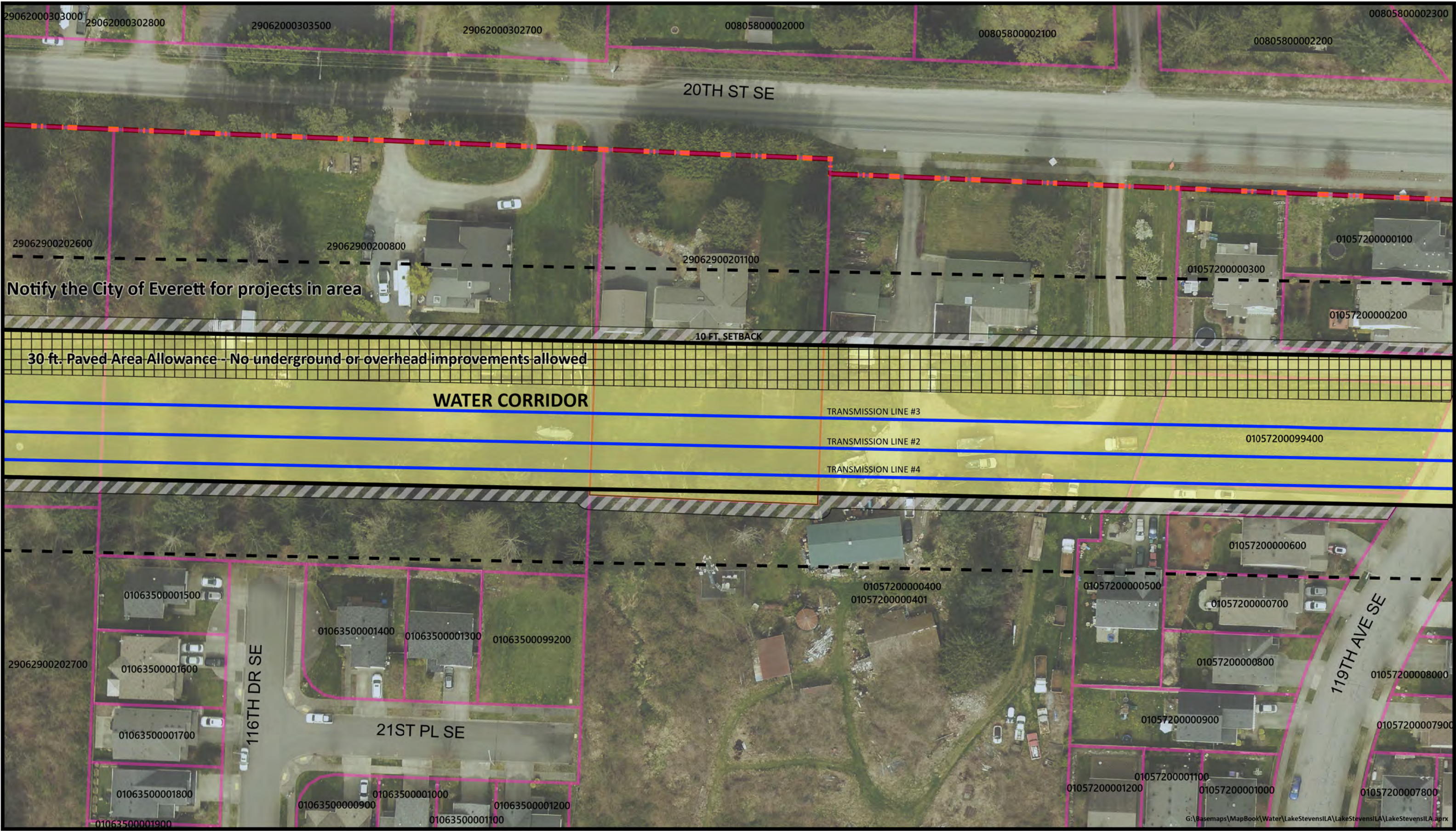


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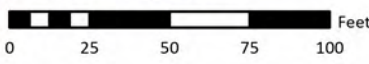
- Water Corridor (City Easement or Owned)
- 10 Ft. Setback
- Paved Area Allowance

- Assessor Parcels
- Lake Stevens City Limits
- Lake Stevens UGA





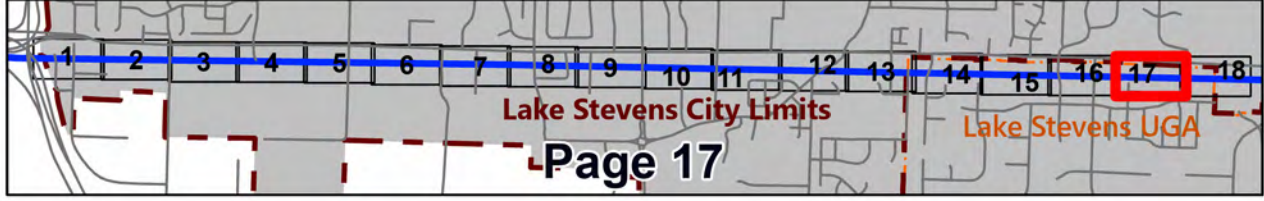
CITY OF EVERETT - LAKE STEVENS
WATER CORRIDOR ILA
October 02, 2025

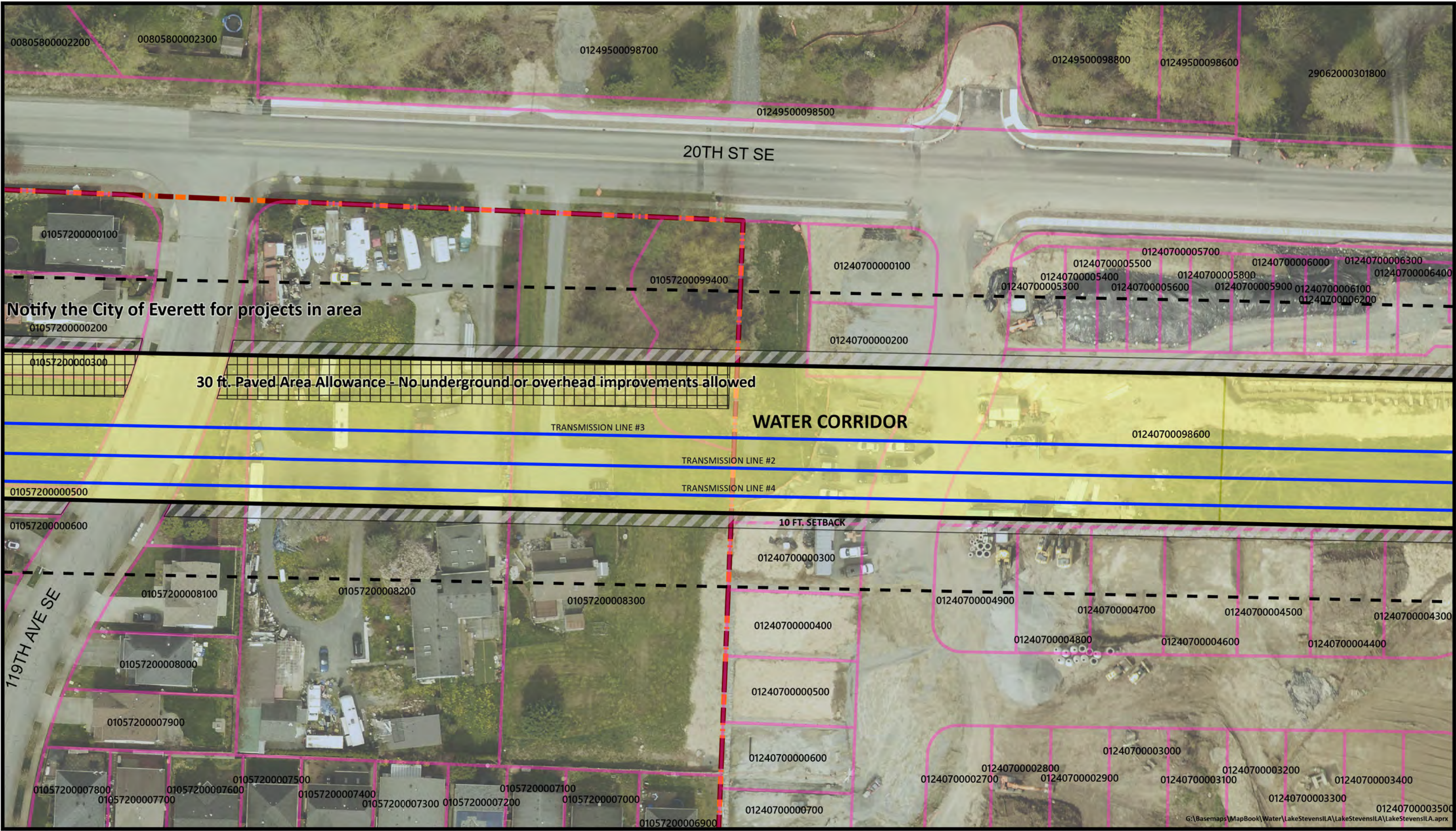


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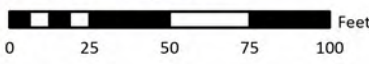




CITY OF EVERETT - LAKE STEVENS

WATER CORRIDOR ILA

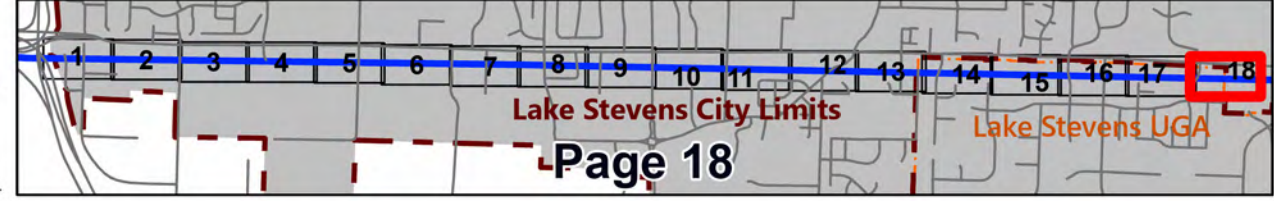
October 02, 2025



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- Assessor Parcels
- Lake Stevens City Limits
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Project title: Authorize a Call for Bids for the Lenora Regional Stormwater Facility project

Council Bill #

Project: Lexington Drainage - Lenora Regional Stormwater Facility

Partner/Supplier: Washington State Department of Ecology

Agenda dates requested:

Location: Lenora Street between South 3rd Avenue and BNSF Railroad

Preceding action: [Ordinance No. 3879-22, approved on 6/22/22](#)
[Ordinance No. 4095-25, approved on 6/11/25](#)

Fund: Fund 336 – Water and Sewer System Improvements Fund

Briefing

Proposed action

Consent 11/5/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Project Map

Stormwater Facility

Rendering

Department(s) involved:

Public Works

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Fiscal summary statement:

The Lenora Regional Stormwater Facility project is Phase 1 of the Lexington Drainage project authorized by Ordinance No. 4095-25. The programed available funding for the project is \$17,000,000, of which approximately \$10,000,000 is allocated for construction of the Lenora Regional Stormwater Facility. This project is funded in by a water quality grant from the Department of Ecology in the amount of up to \$8,733,920.

Project summary statement:

The plans and specifications are complete, and the Lenora Regional Stormwater Facility project is ready to be advertised for construction bids.

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

The Engineer's estimate for construction is \$8,985,200.

Recommendation (exact action requested of Council):

Authorize a Call for Bids for the Lenora Regional Stormwater Facility project.

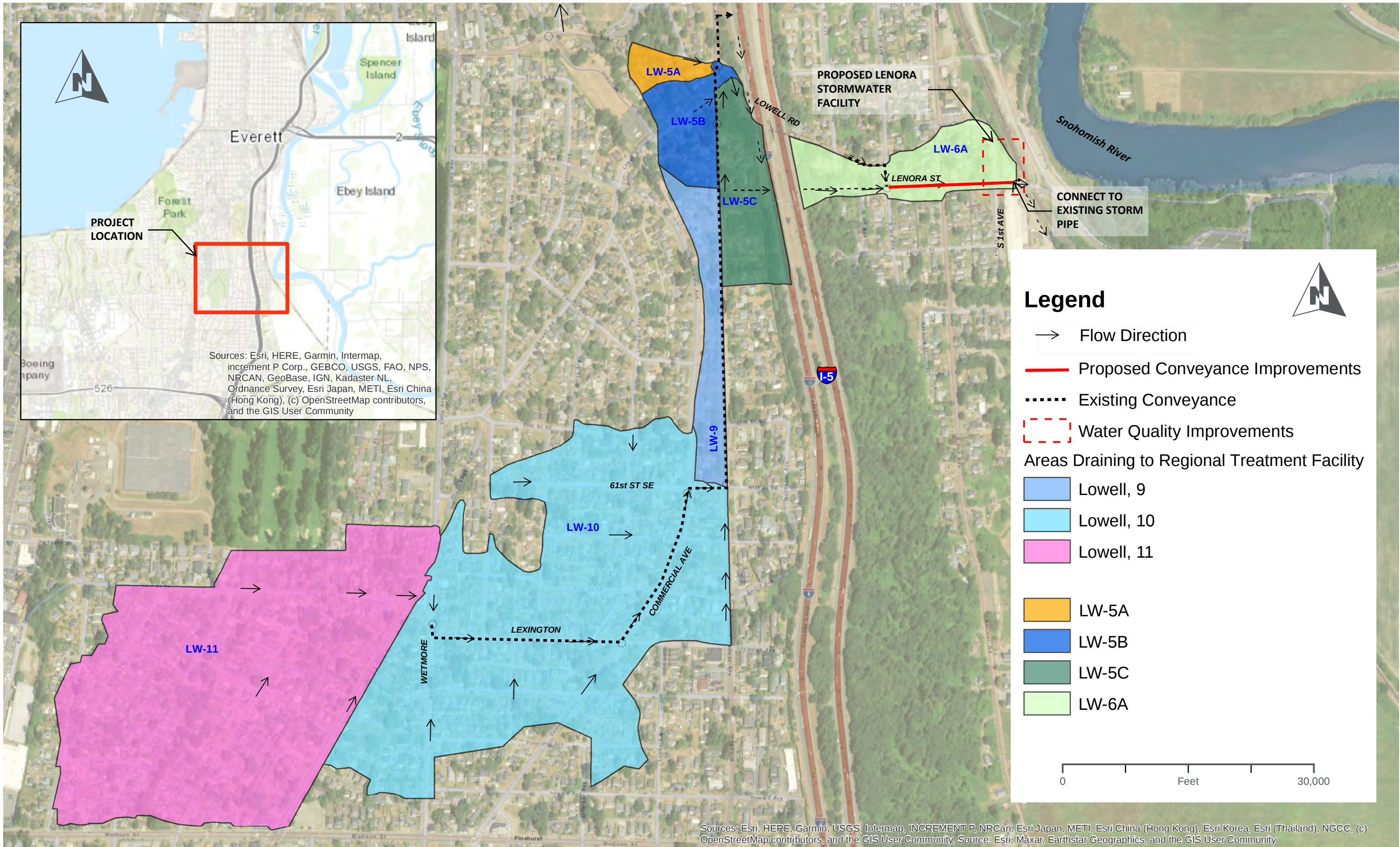
Initialed by:

RLS

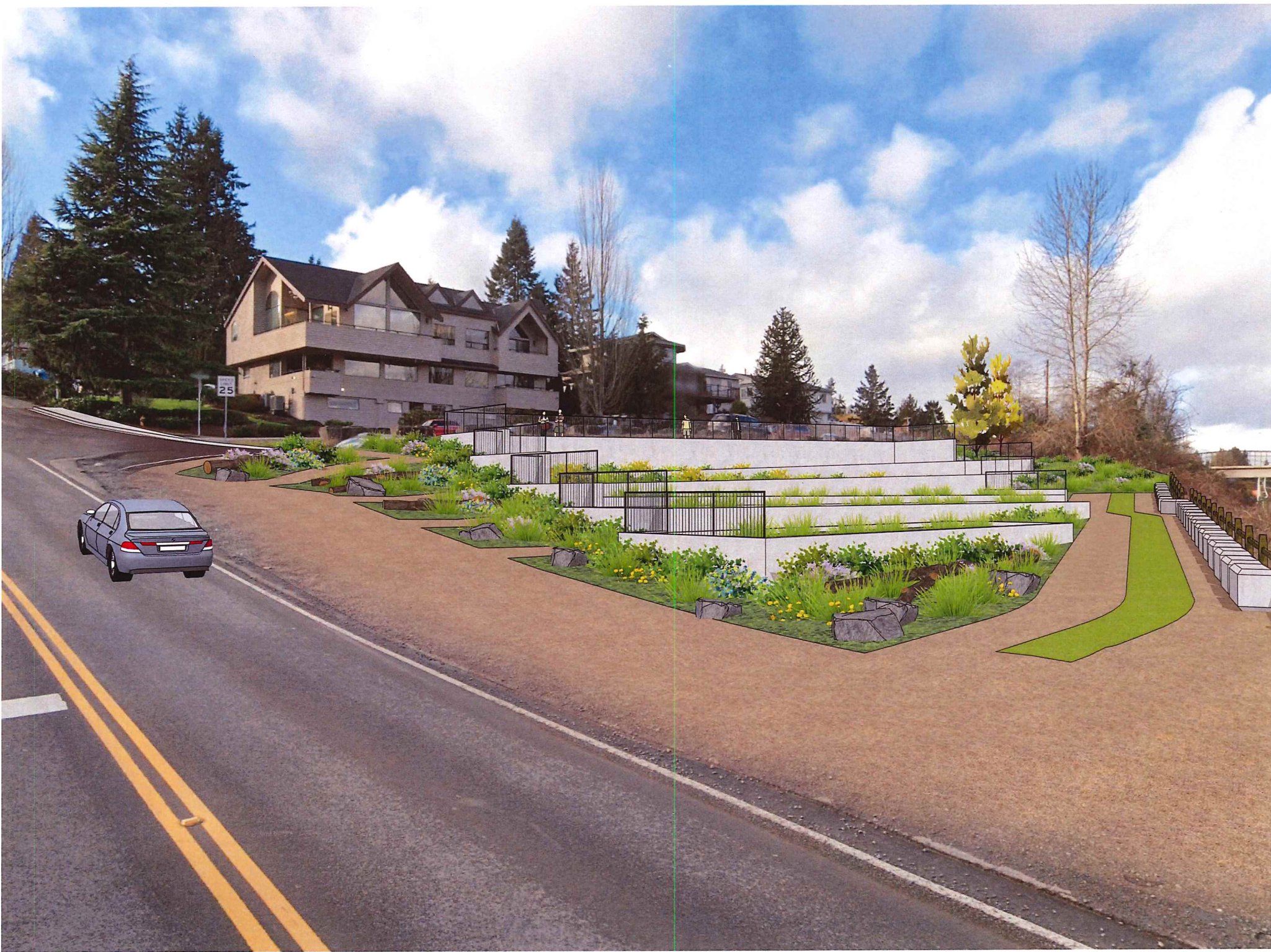
Department head

Administration

Council President



Lenora Regional Stormwater Facility
Project Map



Project title: Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc.

Council Bill #

Consideration: Professional Services Agreement Amendment No. 1

Project: Ongoing Rate Model Support

Partner/Supplier: HDR Engineering, Inc.

Location: Public Works

Preceding action: 2024 Comprehensive Cost of Service Study ([3/27/24](#))

Fund: 401 – Water/Sewer Utility Fund

Agenda dates requested:

Briefing

Proposed action

Consent 11/5/25

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed PSA Amendment

Department(s) involved:

Public Works, Admin

Contact person:

Shaun Bridge

Phone number:

425-257-8823

Email:

sbridge@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

The funding source for this study will be Fund 401 Water & Sewer Utility Fund. The contract amount of \$185,625 is increased by \$85,710 with this proposed amendment to a total of \$271,335.

Project summary statement:

The City of Everett recently completed a comprehensive cost of service study earlier this year. The study established current water, sewer and stormwater rates for the 2025 through 2028 Operating Years for retail and in-City commercial/industrial customers. Currently, the Public Works Department is working with HDR to analyze multiple funding scenarios and provide ongoing support of our rate model. This requires an amendment to the existing PSA to add additional funding and time. HDR Engineering, Inc. was selected from the Municipal Research Services (MRSC) roster based on a high level of expertise to complete the cost-of-service study.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the professional services agreement (PSA) with HDR Engineering, Inc. in the amount of \$85,710 for ongoing rate model support and on call services.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of last signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the Service Provider identified below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	HDR Engineering, Inc.
City Project Manager	Shaun Bridge
	sbridge@everettwa.gov
Original Agreement Date	4/8/2024

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$185,625
	Compensation Added (or Subtracted) by this Amendment	\$85,710
	Maximum Compensation Amount After this Amendment	\$271,335

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Provisions	Enter other changes to the Agreement, if any.
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

HDR ENGINEERING, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Olivia Williams, PE

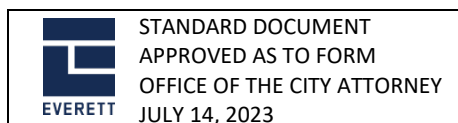
Signer's Email Address: Olivia.williams@hdrinc.com

Title of Signer: Vice President

Date

ATTEST

Office of the City Clerk





October 20, 2025

Mr. Shaun Bridge
Public Works Finance & Support Services Superintendent
City of Everett
3200 Cedar Street
Everett WA 98201

Re: Rate Study Amendment #1 Request

Dear Shaun:

HDR Engineering, Inc., (HDR) was retained by the City of Everett (City) for the development of a Cost of Service Study for their water, wastewater and storm drain utilities. HDR and the City agreed on a scope of services for the study in February of 2024. Since that time HDR has completed the main tasks within the scope of service. Part of the scope of service is a task for ongoing model support. This task is intended to help the City update the model after completion of the initial rate study. This budget for this task has been largely spent. The City also requested a management reserve for issues that may arise in the time between now and when the rate study is completed again. As requested by the City, this Amendment #1 provides additional modeling support by HDR.

Scope of Services

Task 1—Project Management

This Task includes the general project management activities with the objective to deliver the project on time and within budget. This includes allocating the labor resources to the project and working with the City Project Manager to schedule project meetings and provide monthly progress reports.

Expected City Staff support for Task 1:

- Coordination with HDR
- Review and process invoices

Task 1 Deliverables:

- Monthly progress report describing the work performed in the past period and budget status

Task 2—Ongoing Model Support

A rate study was completed in 2024. The model is used by the City for a variety of purposes, modeling the impacts of changes in capital and O&M costs as well as setting wholesale rates. This task is intended to assist the City with the updates of the rate model as requested.

Expected City Staff support for Task 2:

- Provide directions for how HDR can assist the City for the rate model updates

Task 2 Deliverables:

- The deliverable for this task will be assistance with rate modeling. No written documentation is anticipated for this task.

Task 3—Management Reserve

There are several possible subjects that may come up related to the rate study. Some of these could be wholesale rate support or other rate modifications. The City would like to have the ability to call on HDR for support in these and other possible subject areas. Work associated with this task will be initiated by the City with written authorization.

Two in person meetings are included in this task if an in person meeting is needed.

Expected City Staff support for Task 3:

- Provide detailed description of the subject and type of support (Required)
- Provide data as needed for additional requested analysis

Task 3 Deliverables:

- Depending on the type of support, a Technical Memorandum might be appropriate, however advisory type support might not need to be documented.

Project Team

The project team for the amendment services will be the same team as the current project team. Kevin Lorentzen will be the Project Manager, Shawn Koorn will provide quality control, and Jack Adams will help with analysis as needed for these tasks.

Proposed Time Schedule

This amendment is intended to allow for “on call” support through December 31, 2027.

Fee Estimate

Provided below is a summary of the hourly billing rates, estimated hours to continue supporting the City, and total requested amendment.

HDR HOURLY RATE SCHEDULE

January 2025 through December 2025

Quality Control	\$335/Hour
Project Manager	\$265/Hour
Senior Financial Analyst	\$140/Hour
Admin/Clerical	\$135/Hour

Rates are subject to change after December 31, 2025, and after December 31, 2026.

The billing rates shown cover payroll cost, employee benefits, and HDR overhead and profit.

EXPENSES:

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30

No markup on expenses. Other direct expenses (e.g., airfare, rental car) are billed at cost.

The project fees are a function of the hourly billing rates for the employees to be utilized on the study and the amount of time required to complete each task. Provided below is a summary of HDR's estimated project fees for the update.

Fee Estimate Rate Study Amendment #1	
Task Description	Total
Labor:	
Task 1: Project Management	\$4,900
Task 2: Modeling Support	34,750
Task 3: As Needed Assistance	<u>44,570</u>
Total Labor	\$84,220
Expenses	<u>1,490</u>
Grand Total	<u>\$85,710</u>

Given this request by the City for the additional services, HDR respectfully requests an amendment in the amount of \$85,710.00. During the course of the study,

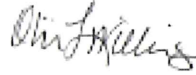
We appreciate the opportunity to provide these services. Should you have any questions about our approach to this project, or any information contained herein, please contact Kevin Lorentzen directly at (509) 343-8479.

Sincerely,

HDR Engineering

A handwritten signature in blue ink that reads 'Kevin Lorentzen'.

Kevin Lorentzen
Utility Rates Project Manager

A handwritten signature in blue ink that reads 'Olivia Williams'.

Olivia Williams, PE
Vice President



City Council Agenda Item Cover Sheet

Project title: Authorize a call for bids for construction of the RRFB Pedestrian Safety Project

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/5/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

None

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: RRFB Pedestrian Safety

Partner/Supplier: NA

Location: Sievers Duecy, East Marine View Drive at Summit and 10th St

Preceding action: Plans and Systems [Ordinance No. 4117-25](#), approved 10/15/25

Fund: Fund 303 - Public Works Improvement Projects

Fiscal summary statement:

The programmed available funding established by City Ordinance No. 4117-25 is \$1,310,000.

Project summary statement:

The project aims to enhance pedestrian safety at three key locations: (1) Sievers Duecy Road near Phil Johnson Ballfields, where a new marked crosswalk with a rapid flashing beacon, median, and curb bulb-outs will be installed to shorten crossing distances; (2) East Marine View Drive at Summit Avenue near Jackson Ballfields, where a pedestrian-activated half-signal will be added on a four-lane roadway with heavy truck traffic near the I-5 ramps; and (3) East Marine View Drive at 10th Street adjacent to a senior retirement apartment complex, where a rapid flashing beacon will be installed on a two-lane roadway with a median and significant truck traffic.

Recommendation (exact action requested of Council):

Authorize a Call for Bids for the RRFB Pedestrian Safety Project.

Project title: PSA with Manatt, Phelps and Phillips for Federal Lobbyist and Advocacy work.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/05/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

PSA

Department(s) involved:

Administration

Contact person:

Jennifer Gregerson

Phone number:

Email:

jgregerson@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Federal advocacy

Partner/Supplier: Manatt, Phelps and Phillips

Location: NA

Preceding action: NA

Fund: 004/Admin

Fiscal summary statement:

Annual cost of contract is \$120,000. Commitment is for two years.

Project summary statement:

The City works with a federal lobbying firm to advance important issues at the federal level, identify upcoming challenges and work to influence policy and investment. Since 2018, the City has worked with a team at Holland and Knight. That team recently moved to Manatt, Phelps and Phillips and staff recommends continuing the partnership. Previous accomplishments include:

- Mayor Franklin took a leading role in several meetings and events with Mayors and CEOs for U.S. Housing Investment. Founded as a national coalition to elevate housing issues at the national level, Mayors and CEOs have conducted several D.C. fly-ins and other events to highlight the Mayor and the City of Everett. As a member of Mayors and CEOs, the Mayor has met with federal cabinet secretaries, White House officials, and Congressional leadership to discuss housing issues.
- The Manatt team arranged for the City of Everett to meet with the Department of Defense and advocate on behalf of critical needs at Naval Station Everett.
- The team now at Manatt helped Everett secure over \$5 million in community project funding/Congressionally directed spending in the fiscal year (FY) 2024 appropriations cycle. The following projects were included and funded in FY24 federal appropriations legislation for the City of Everett:
 - EPIC Green Bridge Project - \$850,000 (Sen. Cantwell, Rep. Larsen,)
 - Alternative Response Program - \$4.5M (Sen. Murray)
- Earlier this year, the Department of Transportation awarded the City of Everett an \$18 million Railroad Crossing Elimination (RCE) grant to eliminate two at-grade railroad crossings that pose significant risks to public safety. The Manatt team helped secure the grant by working closely with the federal delegation to build support for this important project.
- Working with the City to craft its application, the federal delegation, and the Department of Justice, the Manatt team successfully helped the City obtain a \$6 million Community Oriented Policing Services (COPS) hiring grant to cover officer salaries. This accomplishment included a waiver for the program's local match requirements.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the PSA with Manatt, Phelps and Phillips for federal advocacy work to support the City of Everett.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Leslie Pollner, Managing Director
	Manatt, Phelps, & Phillips 1050 Connecticut Ave NW #600, Washington, DC 20036
	lpollner@manatt.com
City Project Manager	Jennifer Gregerson
	City of Everett -- Administration 2930 Wetmore Ave
	Everett, WA 98201
	jgregerson@everettwa.gov
Scope of Work (must select one)	☒ Scope of Work is attached. One sentence summary of scope of work is as follows provide advocacy support for federal issues important to the City ☐ Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

BASIC PROVISIONS	
Completion Date	December 31, 2027
Eligible Expenses (not-to-exceed)	\$240,000
Maximum Compensation Amount	\$240,000 Note: the Maximum Compensation Amount is inclusive of Eligible Expenses.
Method of Payment (must select one)	☐ Lump Sum paid upon completion of all work. ☐ Payment method is described in scope of work. ☒ Payment method is as follows: monthly payments of \$10,000
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Yes If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: Click for Dropdown Menu “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF). “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.

Willful Wage Violation Certification	If the Maximum Compensation Amount under this Agreement is \$10,000 or greater, then, by signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.
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END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes the above Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

MANATT, PHELPS AND PHILLIPS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Leslie Pollner

Signer's Email Address: LPollner@manatt.com

Title of Signer: Managing Director

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
DECEMBER 2, 2024

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another’s copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Basic Provisions.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider’s incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum

Compensation Amount in the Basic Provisions.

- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions or such other address as the City Project Manager may designate in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section

shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
 - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service

- is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with

Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

**END OF GENERAL PROVISIONS
(v.070324)**

SCOPE OF WORK

1. SCOPE OF SERVICES

- a. Provide ongoing monitoring and reporting on federal legislation and regulatory matters that impact the City of Everett.
- b. Provide periodic reports to the Mayor and City Council on the City's federal priorities and the state of federal affairs.
- c. Help develop and execute strategies that protect or enhance the mission(s) of Naval Station Everett.
- d. Help develop and execute strategies to secure and sustain the robust aerospace manufacturing and supplier network in Everett and Snohomish County.
- e. Help plan, formulate, and implement the City's federal agenda on fiscal, regulatory and legislative issues, including but not limited to affordable housing and homelessness, drug addiction, mental illness, transportation, water, sustainability, education, technology, immigration, public safety and criminal justice, cannabis, emergency response and workforce development.
- f. Develop and recommend strategies to advance the City's federal fiscal, regulatory and legislative priorities.
- g. Provide policy advice and help schedule meetings with other national mayors and leaders; and work with the U.S. Conference of Mayors on the Mayor's participation on task forces, signing onto letters, and other mechanisms to enhance the City's role on national issues.
- h. Identify strategic partnerships, relationships and networks that could enhance the City's position in achieving its federal goals and objectives.
- i. Develop effective networks and long term relationships among federal officials, staff, and relevant business, community groups and federal agencies.
- j. Identify and create opportunities to highlight the Mayor's and other City leaders' priorities at the federal level through forums, speaking opportunities and innovative partnerships.
- k. Help the City work with Congress, federal departments or agencies and the White House for the resolution of policy, program, and operational issues related of the City's federal goals and objectives.
- l. Represent the City before members of Congress, federal and state officials, public interest groups, private sector entities, think tanks, thought leaders and other stakeholders.
- m. Promote the City of Everett's vital contributions to the Puget Sound region's economy, strength and diversity with the Washington State congressional delegation, federal agencies, national organizations, and the Washington state community in the nation's capital.

- n. Collaborate with other cities, the U.S. Conference of Mayors and National League of Cities on issues of mutual interest, and build coalitions with other stakeholders as needed.
- o. Assist with all arrangements for the Mayor, City Council, and City staff when visiting Washington D.C., and other cities, including coordinating meetings with federal leaders, reviewing talking points and supporting materials, etc.
- p. Help draft letters and statements outlining the City's positions on key federal issues.
- q. Draft legislative concepts, amendments and provisions to support the City's federal priorities.
- r. Prepare communication strategies to ensure City positions, requests, and interaction with federal officials are timely, articulate, complete, and presented per accepted processes, procedures, protocols and practices.
- s. Assist with grants advocacy, including reviewing grant applications, organizing federal letters of support and gathering intelligence on grants important to the City.

2. KEY ISSUES

Emphasis is on fiscal, regulatory and legislative assistance to the City of Everett primarily at the federal level.

Key issues include:

- 1. Pursuit of federal funding
- 2. Aerospace and economic development
- 3. Sustainability and growth of Naval Station Everett
- 4. National housing and community development policy
- 5. Workforce development
- 6. Assistance on other federal issues

3. FUNDING ADVOCACY

a. HOMELESSNESS

Assist City in pursuing federal funding to support local efforts to address chronic homelessness:

- 1. Advocacy related to aligning HUD and HHS assistance programs to the chronically homeless through programmatic modifications including the development of a pilot program to validate the effectiveness of City supported model
- 2. Monitor congressional and executive actions related to chronic homelessness

b. TRANSPORTATION

Assist the City in securing competitive federal transportation funding for the City of Everett through the execution of appropriations legislation and processes for:

- A. Programmatic modifications to strengthen the competitiveness of City priority improvements through the implementation of transportation reauthorization legislation including: westbound U.S. 2 trestle replacement, freight routes, bridges, HOV lanes, interchange modifications and improvements, railway corridors, safety improvements, pedestrian and bicycle ways, community character and preservation projects as available in annual transportation appropriations and with attention to I-5 and U.S. 2 corridors, freight mobility and aerospace related improvements.
- B. Rail safety and infrastructure upgrades and improvements to include but not limited to: reinforced tanker cars, emergency response training, at-grade crossings, bridges, tunnels and slope stabilization.
- C. FAA funding for Snohomish County Airport/Paine Field, and support for expanded commercial air service at Paine Field.
- D. Everett Transit capital requests funded via Section 5309 allocations within the Transportation Appropriations for Federal Transit Administration (FTA) bus/paratransit vehicle acquisition.

c. EDUCATION AND WORKFORCE TRAINING

Identify opportunities for competitive non-transportation federal funding for the City of Everett in the higher education research and development programs to support:

- a. Higher education and workforce training funding in coordination and cooperation with Washington State University Everett, the Everett University Center, Everett Community College, the Workforce Development Council, and various workforce development organizations in the region.

d. SUPPORT OF CITY SERVICES

Identify opportunities for competitive non-transportation federal funding for the City of Everett in the Energy and Water Bill; Water Resources Reform and Development Act; Transportation, Housing and Urban Development and Related Agencies; Interior, Labor, Health, and Human Services Bill; Rail Security; the U.S. Corps of Engineers, Department of Interior Bureau of Reclamation, Department of Justice to support City services such as:

- a. Parks,
- b. Land use and the environment,
- c. Infrastructure,
- d. Law enforcement,
- e. Domestic violence,
- f. Homeland security,
- g. Economic development,
- h. Human services, and
- i. other city programs, projects, and services as may arise

4. NAVAL STATION EVERETT

Develop and execute strategies that inform, protect, enhance, or support the mission(s) of Naval Station Everett such as:

- A. Gain and maintain access to key congressional, Department of Defense, Department of Homeland Security, Department of Commerce, U.S. Navy, U.S. Coast Guard, and National Oceanic and Atmospheric Administration decision makers as the community addresses ship assignments, changing missions (e.g. arctic strategies), new tenants and joint use of Naval Station Everett.
- B. Increase the diversity of the force structure and mission of the base, unit movements, funding, and policy regarding Naval Station Everett or tenant organizations.
- C. Support of Naval Station Everett military construction requests, facilities and service improvements, sustainability/energy efficiency/climate change and other related legislative issues as appropriate.
- D. Recommend to the City a federal appropriations strategy that will help the community to manage changes in the military character of the region and mission of the base, support mission expansion, and advocate for base growth.
- E. Recommend to the City strategies that will secure the long term assignment of a U.S. Navy aircraft carrier at Naval Station Everett, as well as growth in the number of other surface ships stationed there, including both Navy and Coast Guard assets.

5. AEROSPACE DEVELOPMENT

Develop and execute strategies to secure and sustain the robust aerospace manufacturing and supplier network in Everett and Snohomish County.

6. OTHER FEDERAL ISSUES

Provide ongoing advocacy, monitoring, and reporting assistance on federal legislation and regulatory matters of impact to the City of Everett such as:

- a. Modification of the Environmental Protection Agency's final rule revising certain federal human health criteria applicable to Washington's waters and concurrent action taken under Clean Water Act section 303(c), to make the rule less onerous and costly to the City's water utility.
- b. Considering dramatically changing rail markets, monitor proposed legislation, amendments, regulations, programs or projects related to the effect of unit trains on existing agricultural and commercial markets, ports and related transportation networks and adversely impacted communities.
- c. Local control of rights-of-way
- d. Safe Drinking Water Act, Clean Water Act
- e. Federal permitting issues under NEPA ('401' and '404' permits)
- f. Standards being promulgated by OSHA, EPA, and other federal agencies
- g. Department of Homeland Security matters affecting local governments
- h. Climate Change
- i. Alternative energy and biofuels
- j. Commerce and Economic Development (The Marketplace Fairness Act)

- k. Aviation
- l. Maritime
- m. Community Development Block Grants
- n. U.S. Department of Energy, Energy Efficiency and Conservation block grants
- o. Federal activities related to de-regulation

7. SUPPLIER RESPONSIBILITIES

1. Participate in regular and ongoing discussions with the Mayor and City staff to determine areas of legislative impact upon the City, funding initiatives for City projects; and frame recommendations for legislative action;
2. Maintain regular and frequent communication with City of Everett officials to provide updates and other important information, and to gather information related to the City's ongoing federal strategy.
3. Maintain and initiate regular contact with federal legislators, officials, and staff;
4. Prepare written monthly activity reports to provide the City of Everett with updates on federal funding and policy issues.
5. Provide the City of Everett with regular written statements of work describing the activities performed over the previous month.
6. Arrange meetings for City of Everett elected public officials, city staff or community leadership at the request of the City of Everett with members of the Washington state congressional delegation/staff, other congressional representatives or appointed officials/staff, elected or appointed federal officials/staff or representatives of other groups or organizations with interests in the matters of the City of Everett.
7. Ensure that all projects meet relevant deadlines and requirements; draft and distribute necessary position papers, analyses, reports and correspondence; prepare advance materials and talking points for meetings between City of Everett leadership and federal officials.
8. Complete, in a timely and accurate fashion, all forms and reports required of lobbyists under federal and any applicable state law.

8. MEETINGS & PRESENTATIONS

It is anticipated that Supplier will need to attend certain meetings conducted by City that have impacts on, or are impacted by federal legislative and/or regulatory matters.

9. SUPERVISION

The Supplier will report to City's Governmental Affairs Director with regular check-ins and consultation as determined by that person and directly to City elected officials and staff as requested. Administrative assistance will be provided to help with duties such as distributing pending legislation; e-mailing appropriate documents; etc.

10. PUBLIC DISCLOSURE REPORTING DUTIES

- a. It will be Supplier's responsibility to track his or her federal lobbying hours and contacts in preparation for required public disclosure reporting obligations.
- b. The City will be available to review such documents and should receive documentation of all federal filings.

11. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to the award of this solicitation, or for the City of Everett, belong to the City of Everett. The Supplier retains any intellectual property rights in works created by the Supplier prior to engagement, or not for its performance of this Agreement. The Supplier expressly represents and warrants that the Work shall be original and shall not infringe on another's copyright, or rights in trade or service marks. If awarded, the Supplier agrees to defend and indemnify City from any and all claims and damages arising out of the award of this solicitation, Agreement or the Work created.

12. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City may deem necessary, Supplier shall make available to the City for the City's examination all of Supplier's books, records and documents with respect to all matters covered by this Agreement and, furthermore, Supplier will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

13. PRICE INCREASES

Increases to the contract pricing may be requested by the Supplier not more than once per year, and shall be accompanied by sufficient documentation to allow the City of Everett to analyze the validity and reasonableness of the increase request. Such documentation shall be presented to the City's Purchasing Manager not less than 60 days before the anniversary of the contract, or the date of commencement of optional years of the contract term. Any such contract increase shall only be effective upon written acceptance issued by the City of Everett to the Supplier. The City reserves the right to negotiate any requested price increases or cancel the contract if not approved.

14. PAYMENT

Within 30 days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Government Affairs
2930 Wetmore Ave., Suite 10A, Everett, WA 98201

PRICE SHEET
Federal Legislative & Advocacy Services

Supplier Name: Manatt, Phelps and Phillips

Prices shall include providing all services as detailed in the Scope of Work.

Complete the price sheet. Provide a firm fixed monthly fee **for the first three years of the contract which includes all services listed** in the Scope of Work.

Item	Description	Monthly Fee	Multiplier	Extended Price
1.	Fixed Monthly Fee – Years 1 - 3	\$10,000	12	\$120,000

Project title: Adopt a Resolution Declaring a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/5/25
Action
Ordinance
Public hearing
Yes X 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:
HB
Department head

Administration

Council President

Project: Resolution declaring a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle (B0054) Surplus and Authorizing Sale at Public Auction.

Partner/Supplier:

Location:

Preceding action:

Fund: 425C Paratransit

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 425, Transit Vehicle Replacement.

Project summary statement:

Everett Transit owns a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle (B0054). B0054 has 151,669 miles and has an estimated surplus value of \$8,000.

B0054 is being replaced as part of the standard fleet replacement program based on age, mileage, and state grant requirements. Additional factors include that the engine has a tick, and the vehicle will need a transmission replacement.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle, B0054, surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle (B0054) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle (B0054) and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for the surplus or disposition of City-owned personal property; and
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 and
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.

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

1. The City has a 2016 Ford E450 Eldorado Aerotech Paratransit Vehicle (B0054);
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

Project title: An Ordinance relating to service facility buffer zones codified under chapter 9.54 EMC, amending Ordinance 3957-23

Council Bill #

CB 2509-53

Agenda dates requested:

Briefing 10/08/25
Proposed action 10/15/25
Consent
Action 10/22/25
11/05/25
Ordinance X
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Legal
Community Development

Contact person:

Lacey Offutt
Julie Willie

Phone number:

(425) 257-8528
(425)257-7120

Email:

loffutt@everettwa.gov
JWillie@everettwa.gov

Initialed by:*JW*

Department head

Administration

Council President

Project: Ordinance amending Ordinance [3957-23](#)**Partner/Supplier:** N/A**Location:** Everett, WA**Preceding action:** Adoption of Ordinance 3597-23: [5/3/23](#)**Fund:** N/A**Fiscal summary statement:**

N/A

Project summary statement:

City Council adopted Ordinance 3957-23 on May 3, 2023, creating Service Facility Buffer Zones, codified as Chapter 9.54 EMC. This ordinance included a “sunset clause” that would expire the ordinance on December 31, 2025.

This proposed amendment incorporates a new reporting requirement from City Administration to City Council regarding the status of designated qualifying high-impact locations or designated qualifying service locations, including when new locations are designated.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance 3957-23 deleting the expiration provision so that the Ordinance providing for Service Facility Buffer Zones continue in effect until December 31, 2027, and add new reporting requirements.



ORDINANCE NO. _____

An ORDINANCE Relating to Service Facility Buffer Zones codified under chapter 9.54 EMC, AMENDING Ordinance 3957-23.

WHEREAS,

- A. In May 2023, the City Council adopted Ordinance 3957-23, which created Service Facility Buffer Zones. This ordinance was codified as chapter 9.54 EMC.
- B. Section 7 of Ordinance 3957-23 is a “sunset clause.” It states that Ordinance 3957-23 “expires on December 31, 2025.”
- C. The City Council has determined that it is in the public interest that Ordinance 3957-23 not expire and that its sunset clause should be extended until December 31, 2027.
- D. Moreover, the public interest is served by establishing a process to update City Council on the status of designated qualifying high-impact location and designated qualifying service locations.
- E. The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any City ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance 3957-23 states: “This ordinance expires on December 31, 2025.” Ordinance 3957-23 is hereby amended to state: “This ordinance expires on December 31, 2027.” Accordingly, Chapter 9.54 EMC will expire on December 31, 2027. Chapter 9.54 EMC will remain in full force and effect until December 31, 2027, or until City Council repeals or otherwise amends it by ordinance.

Section 2. **EMC 9.54 is amended to add the following section as EMC 9.54.060:**

- A. Whenever the Mayor designates a new designated qualifying high-impact location or designated qualifying service location under EMC 9.54.030, the Mayor or his or her designee shall report such designation to City Council.
- B. City Administration shall, from time to time, but at least annually, provide a status report to City Council on all designated qualifying high-impact locations and designated qualifying service

locations. The report shall include information on the creation and revocation of designated qualifying high-impact locations and designated qualifying service locations.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: An Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon

Council Bill # *interoffice use*

CB 2510-59

Agenda dates requested:

Briefing, Public Hearing &
1st Reading 11/05/25
Briefing, Public Hearing &
2nd Reading 11/12/25
Briefing, Public Hearing &
Action 11/19/25
Ordinance X
Public Hearing
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2026 EMS Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 153/Emergency Medical Services

Fiscal summary statement:

The 2026 EMS property tax levy estimate is \$10,414,459.63, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

The Ordinance includes a one percent increase in the EMS levy, which equals \$103,113.46.

Project summary statement:

To establish the annual property tax levies for the Emergency Medical Services Fund, City Council must adopt an Ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An ORDINANCE levying the Emergency Medical Services property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A.** The City Council of the City of Everett has met and considered its budget for the calendar year 2026.
- B.** The City's actual EMS property tax levy amount from the previous year was \$10,311,346.17.
- C.** The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2026, as follows:

EMERGENCY MEDICAL SERVICES

The dollar amount of the increase over the actual levy amount from the previous year shall be \$103,113.46, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this Ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3. That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in first class cities.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2026 Property Tax Ordinances Hearing #1

November 5, 2025

2026 Property Tax Ordinances



1) Regular Property Tax Levy (General Fund)

The 2026 regular property tax levy estimate is \$42,382,111.06, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the regular levy, which equals \$419,624.86.



2) Emergency Medical Services (EMS) Property Tax Levy

The 2026 EMS property tax levy estimate is \$10,414,459.63, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the EMS levy, which equals \$103,113.46.



2025 Property Tax Distribution

2025 Property Tax Distribution

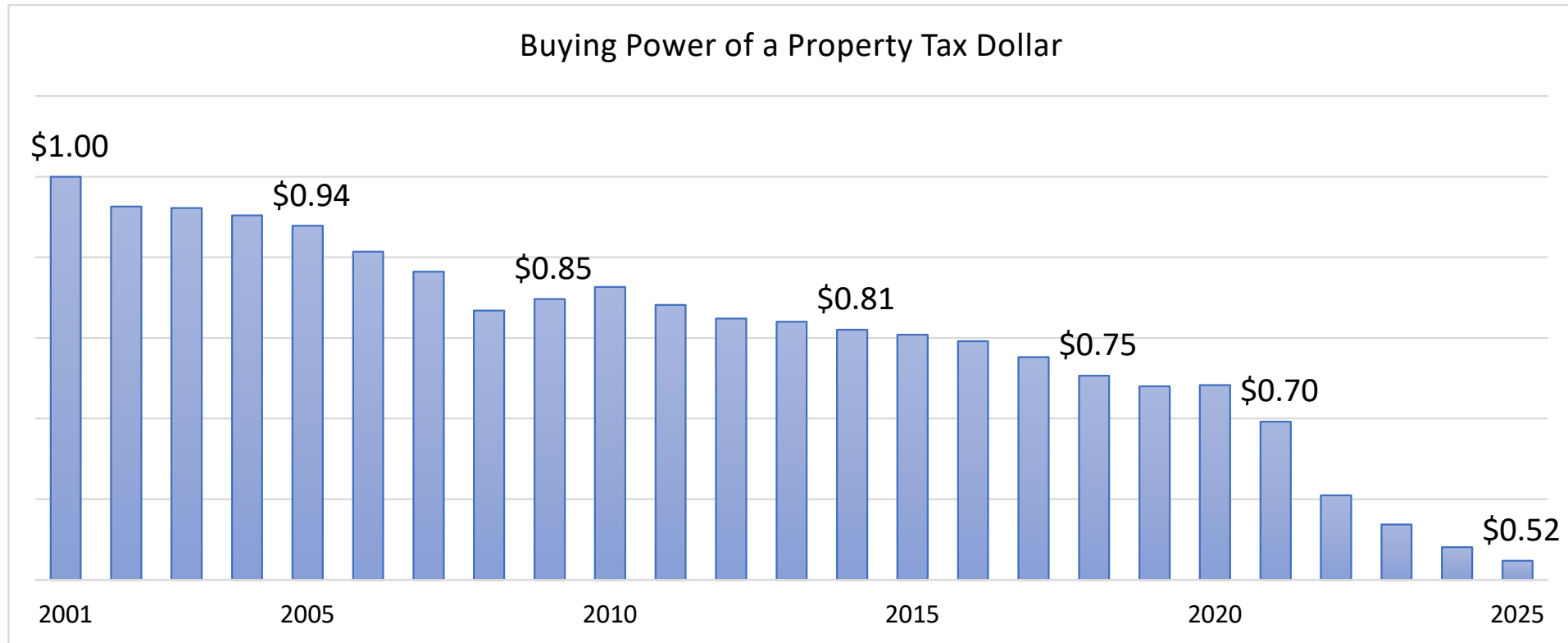
County Everett Regular Everett EMS Port RTA Schools



Source: Snohomish County Assessor 2025 Annual Report



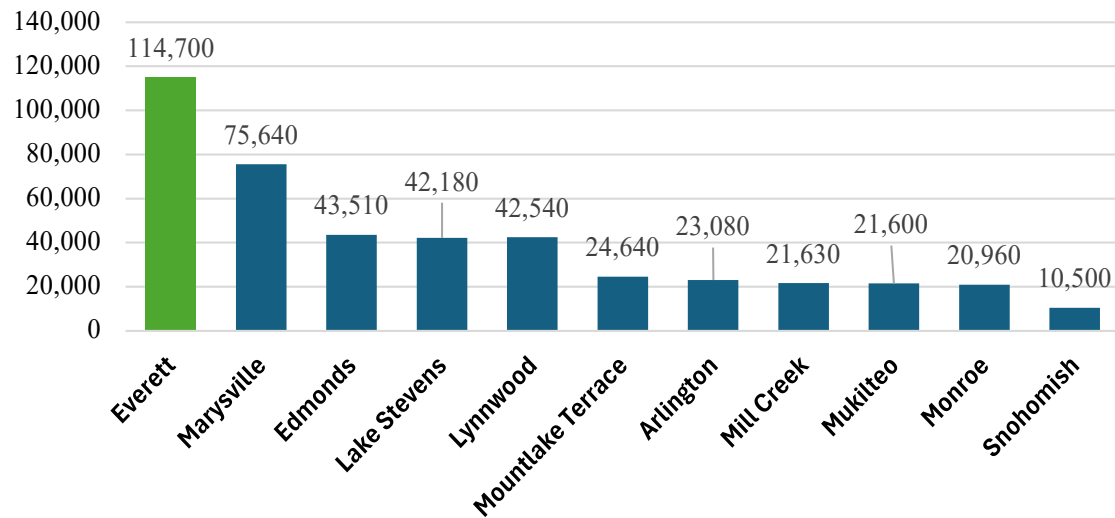
Property Tax Comparison



Property Tax Comparison

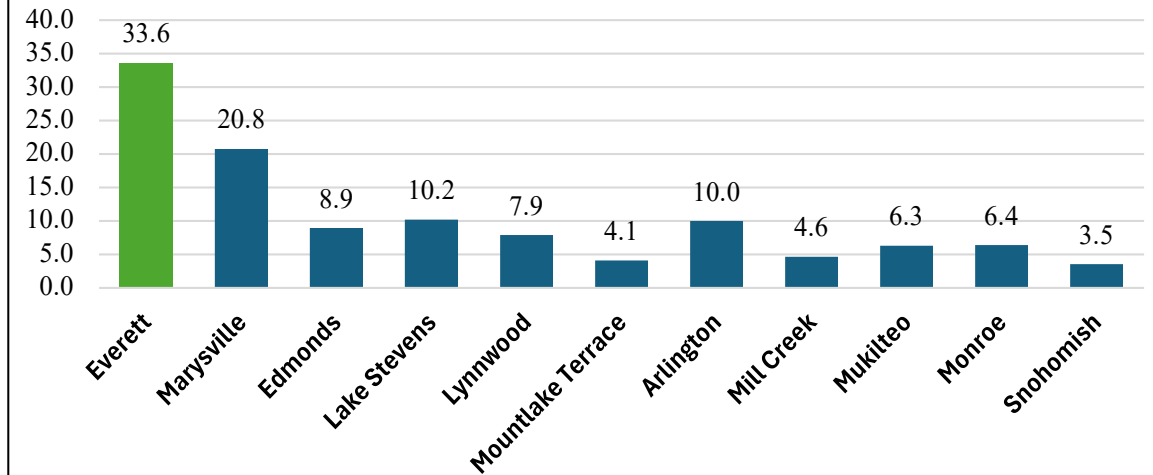


Population Served



Source: Washington State Office of Financial Management April 1, 2025 Official Population Estimates

Geographic Area Served (square miles)



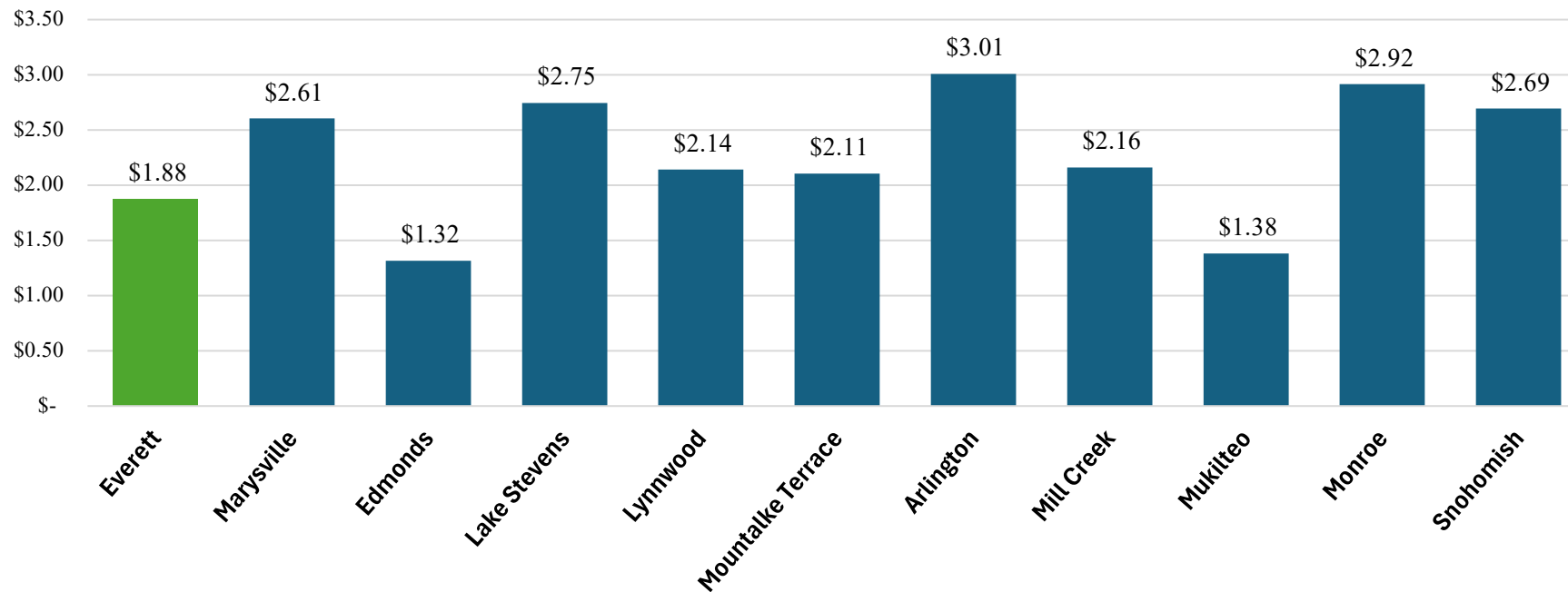
Source: Washington State Office of Financial Management April 1, 2025 Population Density and Land Area Estimates by City and Town



Property Tax Comparison



2025 Levy Rate for Core City Services



Core Services Include:

- Regular City Levy
- EMS Levy
- Fire Services Levy
- Library Services Levy

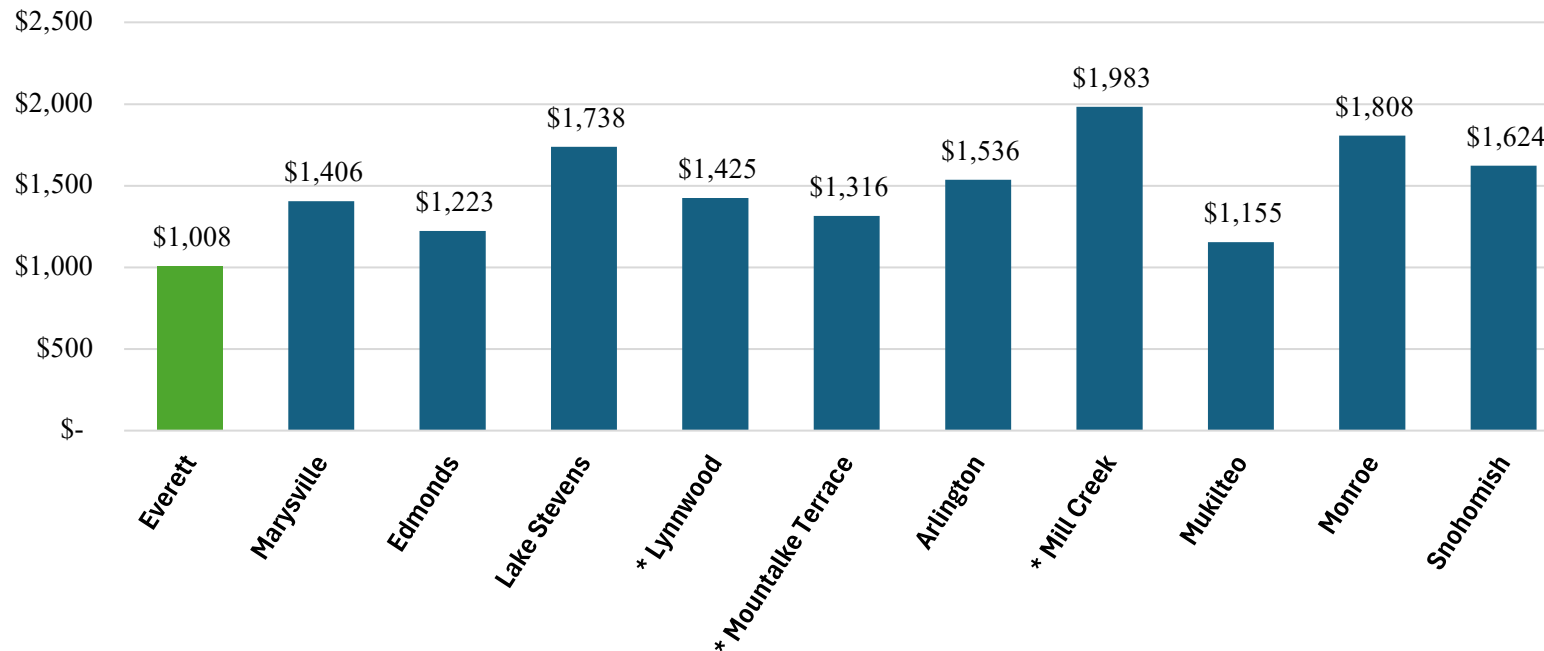
Source: Snohomish County Assessor 2025 Annual Report



Property Tax



2025 Property Tax Paid for Core City Services
Per Average Value Single Family Residence



City	Amount
Everett	\$ 1,008
Marysville	\$ 1,406
Edmonds	\$ 1,223
Lake Stevens	\$ 1,738
Lynnwood	\$ 1,425
Mountlake Terrace	\$ 1,316
Arlington	\$ 1,536
Mill Creek	\$ 1,983
Mukilteo	\$ 1,155
Monroe	\$ 1,808
Snohomish	\$ 1,624

*Includes a \$70.39 flat, annual fire benefit charge

Source: Snohomish County Assessor 2025 Annual Report, South Snohomish County RFA Fire Benefit Charge formula



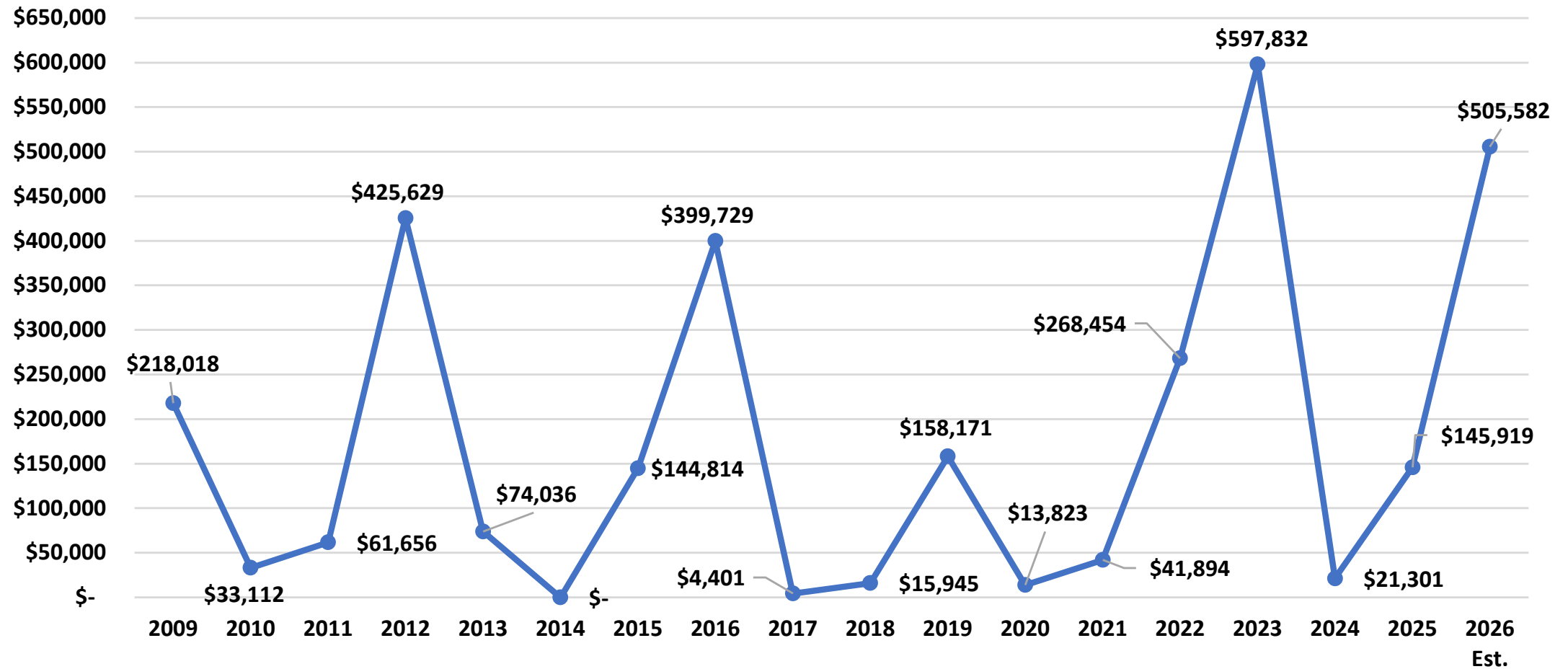
Value of New Construction History

VALUE OF NEW CONSTRUCTION ADDED TO TAX ROLLS
(IN MILLIONS)



Refund Levy History

REFUND LEVY HISTORY



Sample Annual Everett Property Tax Calculation

	2025	2026 Estimate	Percent Change
Total Assessed Value (AV)	\$ 27,847,087,386	\$ 29,228,472,245	4.96%
Average Residence AV	\$ 537,200	\$ 563,848	4.96%
Regular Levy Rate	\$ 1.51	\$ 1.47	
EMS Levy Rate	\$ 0.37	\$ 0.36	
Total Levy Rate	\$ 1.88	\$ 1.83	
Regular Levy Amount	\$ 809.50	\$ 828.92	
EMS Levy Amount	\$ 198.92	\$ 203.69	
Average Annual Payment	\$ 1,008.42	\$ 1,032.61	2.40%
Change from Regular Levy		\$ 19.42	
Change from EMS Levy		\$ 4.77	
Total Change		\$ 24.20	



DISCUSSION





City Council Agenda Item Cover Sheet

Project title: An Ordinance levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon

Council Bill # *interoffice use*

CB 2510-61

Agenda dates requested:

Briefing, Public Hearing &
1st Reading 11/05/25
Briefing, Public Hearing &
2nd Reading 11/12/25
Briefing, Public Hearing &
Action 11/19/25
Ordinance X
Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2026 Regular Levy Property Tax Ordinance

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 002/General Fund

Fiscal summary statement:

The 2026 regular property tax levy estimate is \$42,382,111.06, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies.

The Ordinance includes a one percent increase in the regular levy, which equals \$419,624.86.

Project summary statement:

To establish the annual property tax levies for the General Fund, City Council must adopt an Ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An ORDINANCE levying the regular property taxes for the City of Everett for fiscal year commencing January 1, 2026, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A.** The City Council of the City of Everett has met and considered its budget for the calendar year 2026.
- B.** The City's actual regular property tax levy amount from the previous year was \$41,962,486.20.
- C.** The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2026, as follows:

REGULAR PROPERTY TAX LEVY

The dollar amount of the increase over the actual levy amount from the previous year shall be \$419,624.86, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Section 2. That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this Ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3. That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in first class cities.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Adopt an Ordinance appropriating the budget for the City of Everett for the year 2026 in the amount of \$943,828,973.

Council Bill # *interoffice use*

CB 2510-60

Agenda dates requested:

Briefing, Public Hearing,
1st Reading 11/05/25
Briefing, Public Hearing,
2nd Reading 11/12/25
Briefing, Public Hearing,
3rd Reading 11/19/25
Action 11/19/25
Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: 2026 Original Budget

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: All operating funds

Fiscal summary statement:

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues	\$943,828,973
Appropriations and Transfers	\$612,755,455
Ending Fund Balances	<u>\$331,073,518</u>
Total	\$943,828,973

Project summary statement:

The attached Ordinance establishes the City of Everett's 2026 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually.

Recommendation (exact action requested of Council):

Adopt an Ordinance appropriating the budget for the City of Everett for the year 2026 in the amount of \$943,828,973.



ORDINANCE NO. _____

An ORDINANCE adopting the 2026 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2026 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2026 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$943,828,973 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 192,107,070	\$ 156,707,070	\$ 35,400,000
101	Parks & Community Services	7,039,702	7,039,702	-
110	Library	5,186,037	5,186,037	-
112	Municipal Arts	755,458	755,458	-
114	Conference Center	368,933	368,933	-
119	Street Improvements	3,170,268	3,170,268	-
120	Streets	3,521,811	3,521,811	-
126	Motor Vehicle & Equipment Replacement Reserve	5,991,687	1,290,000	4,701,687
130	Development & Construction Permit Fees	7,122,632	7,051,748	70,884
138	Lodging Tax	1,284,957	784,957	500,000
145	Cumulative Reserve for Real Property Acquisition	1,629,506	746,100	883,406
146	Property Management	6,195,601	2,505,781	3,689,820
148	Cumulative Reserve for Parks	3,620,782	815,724	2,805,058
149	Senior Center Reserve	223,571	222,363	1,208
151	Fund for Animals	1,570,266	827,154	743,112
152	Cumulative Reserve for Library	575,530	246,918	328,612
153	Emergency Medical Services	34,786,633	21,415,423	13,371,210
154	Real Estate Excise Tax	11,144,166	413,142	10,731,024
155	General Government Special Projects	12,417,838	7,562,816	4,855,022
156	Criminal Justice	16,615,338	7,722,907	8,892,431

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 8,356,270	\$ 2,840,879	\$ 5,515,391
159	Transportation Benefit District	2,014,570	1,600,000	414,570
160	Contingency Reserve - Rainy Day	3,873,676	-	3,873,676
162	Capital Improvement Reserve	34,821,981	18,486,655	16,335,326
171	Affordable & Supportive Housing Sales Tax Credit	1,033,044	-	1,033,044
197	Community Housing Improvement Program	14,255,140	1,101,641	13,153,499
198	Community Development Block Grant Program	1,944,065	1,144,365	799,700
210	Bond Redemption Fund	4,562,655	4,562,655	-
401	Water & Sewer Utility	328,124,067	242,426,268	85,697,799
402	Solid Waste Utility	17,245,116	1,675,013	15,570,103
425	Everett Transit	81,166,448	46,725,591	34,440,857
430	Everpark Garage	1,752,235	1,085,424	666,811
440	Golf	7,678,266	6,358,779	1,319,487
450	Snohomish River Regional Water Authority	10,000	10,000	-
501	Motor Vehicles	12,687,390	9,295,713	3,391,677
503	Self-Insurance	24,883,128	14,309,309	10,573,819
505	Information Technology Reserve	8,315,467	5,959,458	2,356,009
507	Telecommunications	979,288	601,839	377,449
508	Health Benefits Reserve	32,982,623	21,258,554	11,724,069
637	Police Pension	15,323,564	2,015,000	13,308,564
638	Fire Pension	26,492,194	2,944,000	23,548,194
TOTAL CITY BUDGET		\$ 943,828,973	\$ 612,755,455	\$ 331,073,518

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2026 budget.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2026 Proposed Budget Hearing #1

November 5, 2025





HIGHLIGHTS OF 2026 GENERAL GOVERNMENT EXPENDITURE CHANGES



Basis of Presentation

**2025
Original
Budget**



**2026
Proposed
Budget**

Citywide Revenue Categories

Fines and Penalties – less than 1%

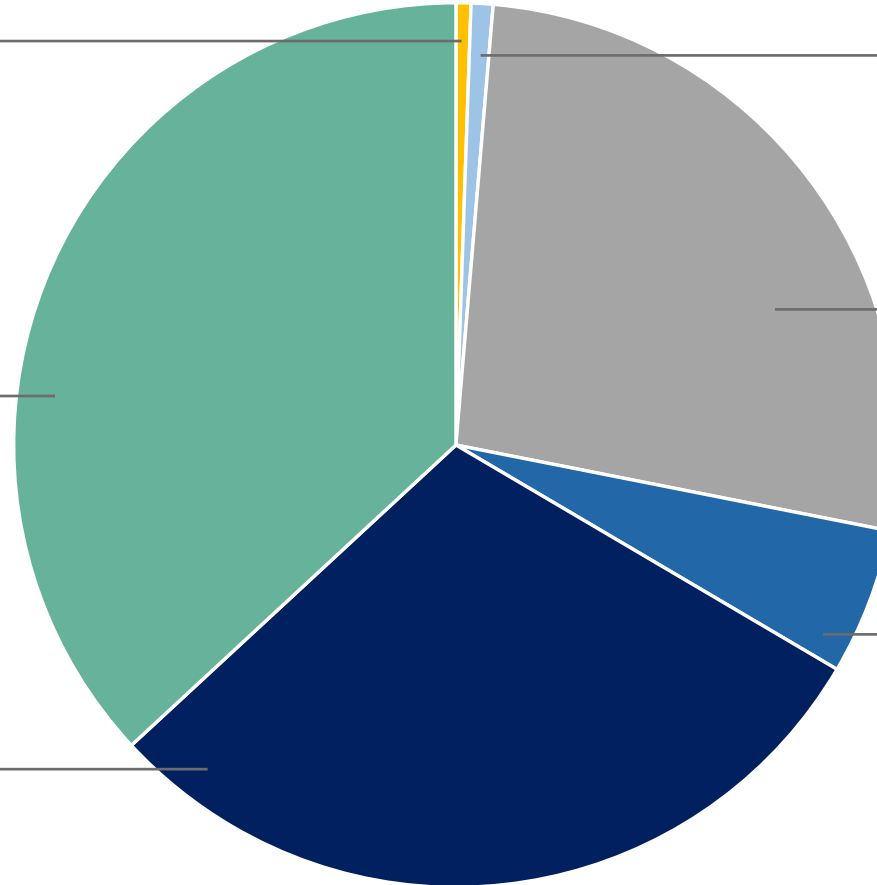
Traffic and non-traffic infractions and misdemeanors, parking fees, penalty assessments, code violations

Charges for Goods and Services – 37%

Utility revenues, transit fares, golf green fees, plan check fees, ambulance transport revenues, traffic mitigation fees, internal cost allocation

Taxes – 30%

Property tax, sales and use taxes, business and occupation tax, utility taxes, real estate excise tax, lodging tax, criminal justice sales tax, affordable and supportive housing sales tax, admissions tax, car tab fees, and other taxes



Licenses and Permits – less than 1%

Business licenses, cable franchise fees, development and construction permits, and other permits

Miscellaneous Revenues (Incl. Other Financing Sources) – 27%

Interest earnings, rents and leases, donations, insurance recoveries, surplus proceeds, custodial activities related to pensions. Operating transfers, payment in lieu of taxes (Utilities and Transit), bond proceeds, capital contributions

Intergovernmental Revenues – 5%

Grants, state-shared revenues and entitlements, Ground Emergency Medical Transport (GEMT) reimbursements, Medicare D subsidy



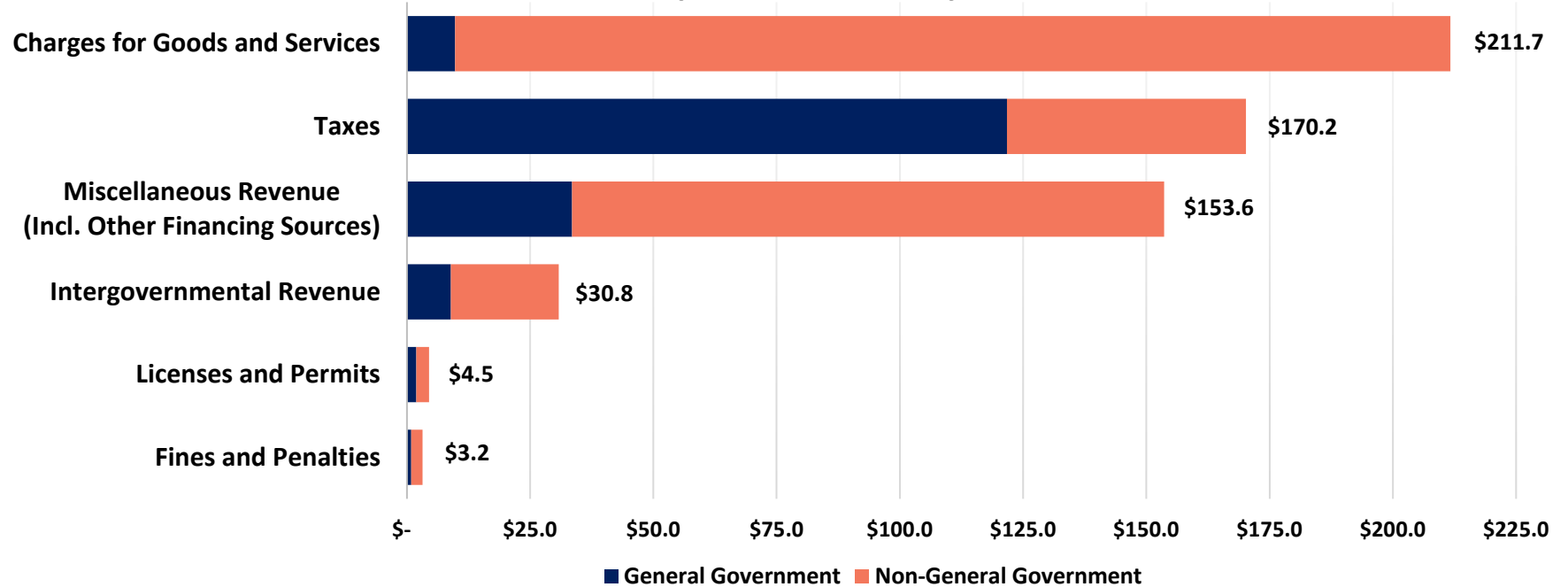
Citywide Revenue Budget

Citywide Revenue Budget:
\$574 million

**General Government
Revenue Budget:**
\$176.7 million

**Non-General Government
Revenue Budget:**
\$397 million

2026 CITYWIDE REVENUE FORECAST (IN MILLIONS)



Citywide Expenditure Budget



Housing,
transportation
& infrastructure

Water and Sewer Utility, Solid Waste Utility, Everett Transit, Engineering and Public Services, Streets, Community Housing Improvement Program, Community Development Block Grants Program, Motor Vehicle Operations



Safe
community

Police, Fire and Emergency Medical Services, Emergency Management, Legal, Municipal Court, Community Development, Animal Services



Responsive &
responsible
government

City Council, Administration, Human Resources, Finance, Information Technology, Planning, Facilities and Property Management



Economic,
workforce &
cultural vitality

Economic Development, Parks and Community Services, Municipal Arts, Golf



Engaged &
informed
community

Communications and Engagement, Library

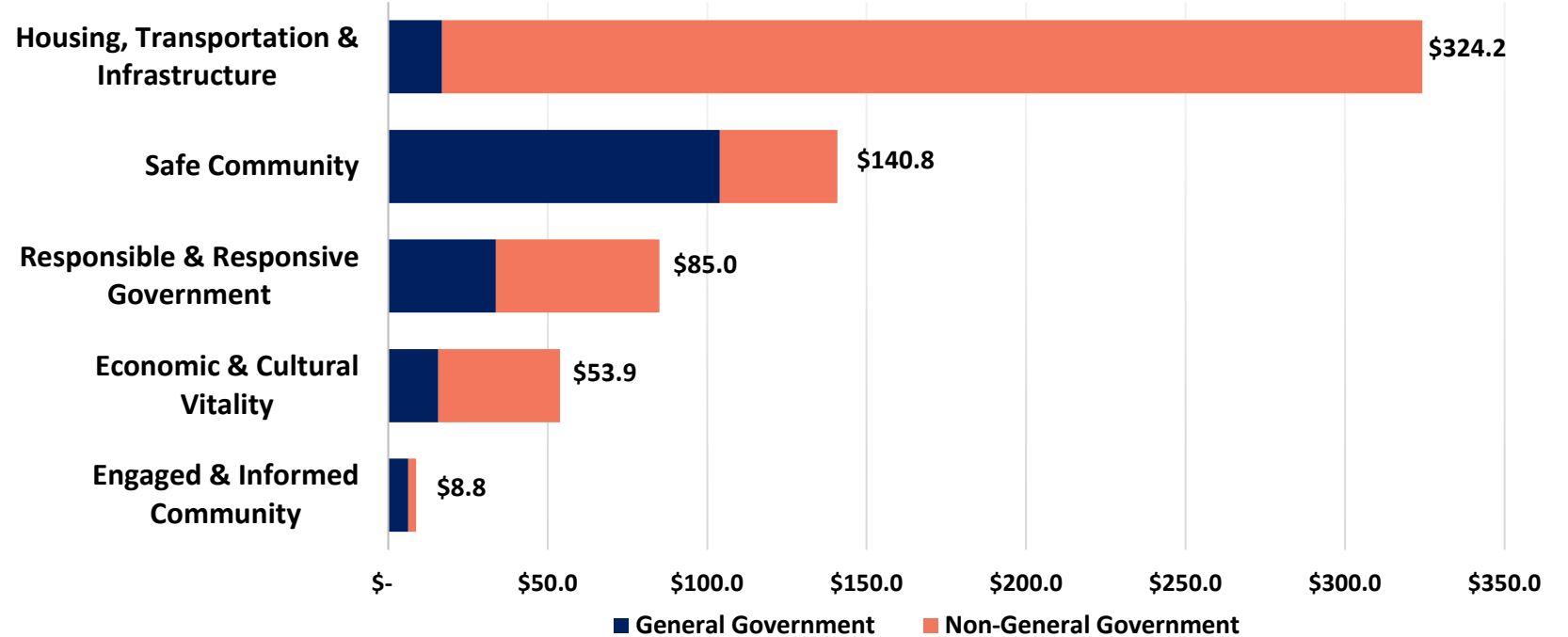
Citywide Expenditure Budget

2026 CITYWIDE EXPENDITURE BUDGET BY PRIORITY
(IN MILLIONS)

Citywide Expenditure Budget:
\$612.7 million

 **General Government
Expenditure Budget:**
\$176.7 million

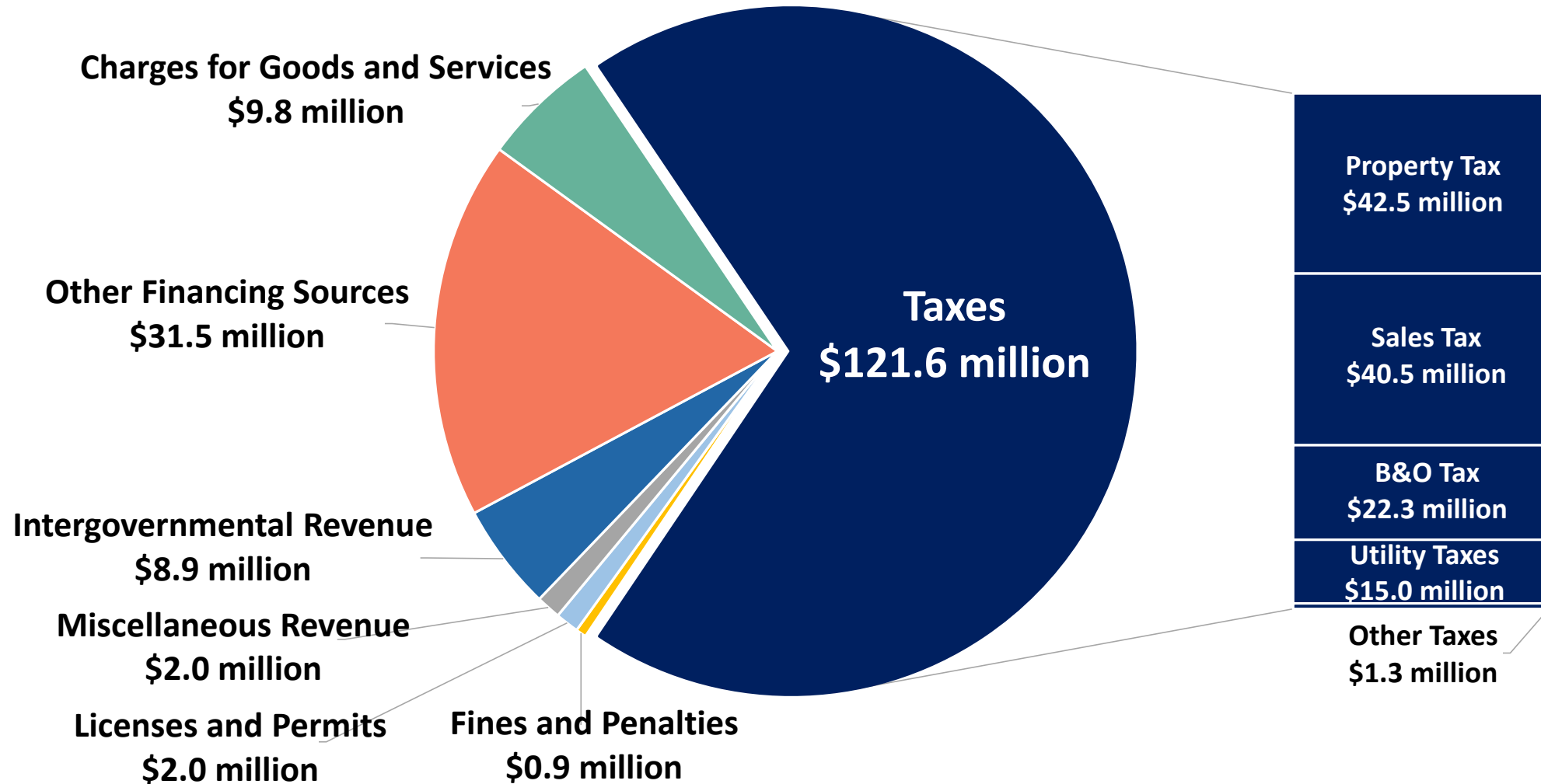
 **Non-General Government
Expenditure Budget:**
\$436.0 million



General Government Revenue Sources



General Government Revenue Budget: \$176.7 million



Department 001 – City Council



2026 Proposed Budget Changes

- Restore M&O contingency budget

Budget Comparison	
2025 Original	\$ 661,237
2026 Proposed	\$ 700,121

Regular FTEs	
2025 Original	8.00
2026 Proposed	8.00

Revenue Offset	
2026 Proposed	\$ -



Department 003 – Legal



2025 Mid-Year Changes

- Add 1.0 FTE Legal Administrator – succession planning and to support the indigent defense program (*Already approved by Council*)

Budget Comparison	
2025 Original	\$ 6,075,305
2026 Proposed	\$ 6,264,974

Regular FTEs	
2025 Original	18.00
2026 Proposed	19.00

Seasonal FTEs	
2025 Original	0.67
2026 Proposed	0.67

Revenue Offset	
2026 Proposed	\$ 838,068



Department 004 – Administration



2026 Proposed Budget Changes

- Reduce Executive Project Coordinator from 0.90 FTE to 0.80 FTE
- Restore M&O contingency budget

Budget Comparison	
2025 Original	\$ 1,661,958
2026 Proposed	\$ 1,723,525

Regular FTEs	
2025 Original	6.20
2026 Proposed	6.10

Revenue Offset	
2026 Proposed	\$ -



Department 005 – Municipal Court



2025 Mid-Year Changes

- Add 1.0 FTE Municipal Court Commissioner (*Already approved by Council*)

2026 Proposed Budget Changes

- Increase 2 Municipal Court Security Officer from 0.65 FTE to 1.0 FTE

Budget Comparison	
2025 Original	\$ 2,951,801
2026 Proposed	\$ 3,251,863

Regular FTEs	
2025 Original	19.85
2026 Proposed	21.55

Revenue Offset	
2026 Proposed	\$ 533,218



Department 007 – Human Resources



2026 Proposed Budget Changes

- One-time budget adjustment from M&O to labor budget to cover seasonal pay for planned absence support

Budget Comparison	
2025 Original	\$ 2,194,270
2026 Proposed	\$ 2,221,979

Regular FTEs	
2025 Original	12.50
2026 Proposed	12.50

Seasonal FTEs	
2025 Original	-
2026 Proposed	0.19

Revenue Offset	
2026 Proposed	\$ 911,265



Department 009 – Non-Departmental



2026 Proposed Budget Changes

- Increase Snohomish County 911 fees for dispatch and radio services
- Increase LEOFF 2 retirement plan contributions
- Increase General Government utilities
- Increase contributions to Motor Vehicle and Equipment Replacement Reserve Fund 126
- Increase net contributions to self-insurance fund (premiums, tort, workers' compensation, unemployment)
- Increase contributions to Property Management Fund 146
- Increase labor contingency

Budget Comparison	
2025 Original	\$ 28,080,623
2026 Proposed	\$ 29,785,459

Regular FTEs	
2025 Original	-
2026 Proposed	-

Revenue Offset	
2026 Proposed	\$ -



Department 009 – Non-Departmental



2026 Proposed Budget Changes (Cont.)

- Transfer dues for Alliance for Housing Affordability to Community Development
- Reduce net contributions to IT reserve for maintenance contracts, replacement reserve, and software maintenance contracts
- Reduce contributions to the Telecommunications Fund
- Dues reduced for Office of Minority & Women's Business Enterprises in accordance with Washington Administrative Code
- Reduce contributions to Capital Improvement Program 1 (CIP 1) due to higher contributions in 2025

Budget Comparison	
2025 Original	\$ 28,080,623
2026 Proposed	\$ 29,785,459

Regular FTEs	
2025 Original	-
2026 Proposed	-

Revenue Offset	
2026 Proposed	\$ -



Department 010 – Finance



2025 Mid-Year Changes

- Reclass positions to reflect work assignments
- Reduce overtime pay

Budget Comparison	
2025 Original	\$ 4,081,730
2026 Proposed	\$ 4,167,925

Regular FTEs	
2025 Original	26.00
2026 Proposed	26.00

Revenue Offset	
2026 Proposed	\$ 1,560,475



Department 015 – Information Technology



2025 Mid-Year Changes

- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- Add 1.0 FTE Accounting Technician
- Reduce overtime pay
- Increase seasonal pay

Budget Comparison	
2025 Original	\$ 4,721,955
2026 Proposed	\$ 4,686,585

Regular FTEs	
2025 Original	24.56
2026 Proposed	25.56

Seasonal FTEs	
2025 Original	0.50
2026 Proposed	0.50

Revenue Offset	
2026 Proposed	\$ 1,741,724



Department 018 – Communications & Engagement



2026 Proposed Budget Changes

- Increase Communications Director from 0.90 FTE to 1.0 FTE
- Reduce seasonal pay

Budget Comparison	
2025 Original	\$ 866,342
2026 Proposed	\$ 886,595

Regular FTEs	
2025 Original	4.40
2026 Proposed	4.50

Seasonal FTEs	
2025 Original	0.30
2026 Proposed	0.15

Revenue Offset	
2026 Proposed	\$ -



Department 021 – Community Development



2026 Proposed Budget Changes

- Reduce 2.0 FTE Community Support Specialist/Social Worker (Fire)
- Reduce 2.0 FTE Community Support Specialist/Social Worker (Police)
- Reduce 1.0 FTE Community Support Specialist/Social Worker (Library)
- Reduce 1.0 FTE Community Outreach Specialist (Library)
- Reduce 1.0 FTE Case Management Coordinator
- Add 5.0 FTE Community Support Crisis Responder
- Add 1.0 FTE Community Support - Prevention Specialist
- Add 1.0 FTE Community Support Care Specialist

No net change in total FTEs for this program

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 021 – Community Development



2026 Proposed Budget Changes (Cont.)

- 1.0 FTE Special Projects Manager interdepartmental transfer from Planning to Community Development
- Transfer M&O budget from Planning to Community Development - Housing activity
- Transfer dues for Alliance for Housing Affordability to Community Development
- Reduce uniform budget

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 021 – Planning



2025 Mid-Year Changes

- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- 1.0 FTE Special Projects Manager interdepartmental transfer from Planning to Community Development
- Transfer M&O budget from Planning to Community Development - Housing activity

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 021 – Economic Development



2026 Proposed Budget Changes

- Increase Economic Development Director from 0.80 FTE to 1.0 FTE

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offsest	
2026 Proposed	\$ 1,622,940



Department 024 – Engineering & Public Services



2025 Mid-Year Changes

- Add 1.0 FTE Building Inspector (*Already approved by Council*)
- Reduce 1.0 FTE Engineering Technician
- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- Increase Traffic Operations Supervisor from 0.50 FTE to 1.0 FTE - succession planning
- Increase overtime pay
- Reduce differential pay and seasonal pay
- Increase uniform budget
- Eliminate M&O increase for SS4A and HSIP grant-funded projects

Budget Comparison	
2025 Original	\$ 10,832,187
2026 Proposed	\$ 10,245,706

Regular FTEs	
2025 Original	56.75
2026 Proposed	57.25

Seasonal FTEs	
2025 Original	2.50
2026 Proposed	1.50

Revenue Offset	
2026 Proposed	\$ 539,604



Department 026 – Animal Services



2026 Proposed Budget Changes

- Transfer 0.15 FTE Assistant Parks & Recreation Director from Parks & Community Services Fund 101 to Animal Services Department 026
- Transfer 0.10 FTE Parks & Recreation Director from Parks & Community Services Fund 101 to Animal Services Department 026
- Increase seasonal pay

Budget Comparison	
2025 Original	\$ 2,462,110
2026 Proposed	\$ 2,565,109

Regular FTEs	
2025 Original	17.00
2026 Proposed	17.25

Seasonal FTEs	
2025 Original	2.00
2026 Proposed	3.50

Revenue Offset	
2026 Proposed	\$ 1,616,883



Department 030 – Emergency Management



2026 Proposed Budget Changes

- Increase Director of Emergency Management from 0.80 FTE to 1.0 FTE
- Increase seasonal pay

Budget Comparison	
2025 Original	\$ 344,908
2026 Proposed	\$ 397,528

Regular FTEs	
2025 Original	1.60
2026 Proposed	1.80

Seasonal FTEs	
2025 Original	-
2026 Proposed	0.40

Revenue Offset	
2026 Proposed	\$ -



Department 031 – Police



2025 Mid-Year Changes

- Restore 2.0 FTE Parking Enforcement Officers (*Already approved by Council*)
- Reclass position to reflect work assignments

2026 Proposed Budget Changes

- Increase Deputy Police Chief from 0.50 FTE to 1.0 FTE
- Increase overtime, differential, and other pay
- Increase uniform budget
- Eliminate one-time increase for Lateral Incentive Program
- Transfer M&O budget to Engineering and Public Services Department 024 for code enforcement costs previously budgeted in Police Department 031

Budget Comparison	
2025 Original	\$ 51,111,227
2026 Proposed	\$ 51,824,516

Regular FTEs	
2025 Original	255.50
2026 Proposed	258.00

Revenue Offset	
2026 Proposed	\$ 5,723,775



Department 032 – Fire



2025 Mid-Year Changes

- Reclass position to reflect work assignments

2026 Proposed Budget Changes

- Transfer 0.30 FTE Assistant Fire Chief to Emergency Medical Services Fund 153
- Reclass positions to reflect work assignments
- Increase overtime, and other pay
- Reduce differential pay
- Increase uniform budget
- One-time increase to M&O – Live fire training costs

Budget Comparison	
2025 Original	\$ 28,049,861
2026 Proposed	\$ 28,034,735

Regular FTEs	
2025 Original	122.40
2026 Proposed	121.50

Revenue Offset	
2026 Proposed	\$ 1,615,000



Department 038 – Facilities and Property Management



2026 Proposed Budget Changes

- Transfer 0.30 FTE Parks & Recreation Director from Parks and Community Services Fund 101 to Facilities and Property Management Department 038
- Reduce differential pay
- Transfer M&O budget from Facilities and Property Management Department 038 to Parks and Community Services Fund 101

Budget Comparison	
2025 Original	\$ 4,453,042
2026 Proposed	\$ 4,545,784

Regular FTEs	
2025 Original	27.50
2026 Proposed	27.80

Revenue Offset	
2026 Proposed	\$ 1,237,297



Fund 101 – Parks & Community Services



2025 Mid-Year Changes

- Reclass position to reflect work assignments

2026 Proposed Budget Changes

- Transfer 0.20 FTE Parks & Golf Manager from Golf Fund 440 to Parks and Community Services Fund 101
- Transfer 0.30 FTE Administrative Coordinator from Parks and Community Services Fund 101 to Golf Fund 440
- Transfer 0.70 FTE Financial Analyst from Parks and Community Services Fund 101; allocate 0.50 FTE to Golf Fund 440 and 0.20 FTE to Motor Vehicle Fund 501
- Transfer 0.25 FTE Assistant Parks & Recreation Director from Parks and Community Services Fund 101; allocate 0.15 FTE to Animal Services Department 026 and 0.10 FTE to Golf Fund 440

Budget Comparison	
2025 Original	\$ 7,233,414
2026 Proposed	\$ 7,039,702

Regular FTEs	
2025 Original	37.20
2026 Proposed	35.55

Seasonal FTEs	
2025 Original	11.60
2026 Proposed	12.10

Revenue Offset	
2026 Proposed	\$ 1,279,980



Fund 101 – Parks & Community Services



2026 Proposed Budget Changes (Cont.)

- Transfer 0.60 FTE Parks & Recreation Director from Parks and Community Services Fund 101; allocate 0.10 FTE to Animal Services Department 026, 0.30 FTE to Facilities and Property Management Department 038, 0.10 FTE to Golf Fund 440, and 0.10 FTE to Motor Vehicle Fund 501
- Transfer M&O budget from Facilities and Property Management Department 038 to Parks and Community Services Fund 101
- Increase M&O – Program 052, Special Projects
- Increase overtime and seasonal pay

Budget Comparison	
2025 Original	\$ 7,233,414
2026 Proposed	\$ 7,039,702

Regular FTEs	
2025 Original	37.20
2026 Proposed	35.55

Seasonal FTEs	
2025 Original	11.60
2026 Proposed	12.10

Revenue Offset	
2026 Proposed	\$ 1,279,980



Fund 110 – Library



2026 Proposed Budget Changes

- Add 1.0 FTE Circulation Assistant II
- Add 0.50 FTE Librarian I
- Reclass position to reflect work assignments
- Increase differential pay
- Reduce seasonal pay
- Increase M&O

Budget Comparison	
2025 Original	\$ 5,067,639
2026 Proposed	\$ 5,186,037

Regular FTEs	
2025 Original	31.30
2026 Proposed	32.80

Seasonal FTEs	
2025 Original	2.00
2026 Proposed	0.38

Revenue Offset	
2026 Proposed	\$ 22,350



Fund 112 – Municipal Arts



2026 Proposed Budget Changes

- Restore cultural arts grant program
- Increase theatre management contract fee

Budget Comparison	
2025 Original	\$ 688,624
2026 Proposed	\$ 755,458

Regular FTEs	
2025 Original	1.70
2026 Proposed	1.70

Revenue Offset	
2026 Proposed	\$ 436,957

Fund 114 – Conference Center



2026 Proposed Budget Changes

- Reduce debt service per debt schedule

Budget Comparison	
2025 Original	\$ 396,993
2026 Proposed	\$ 368,933

Revenue Offset	
2026 Proposed	\$ 367,852



Fund 119 – Street Improvements



2026 Proposed Budget Changes

- Increase arterial streets project budget
- Increase street overlay project budget

Budget Comparison	
2025 Original	\$ 3,085,342
2026 Proposed	\$ 3,170,268

Revenue Offset	
2026 Proposed	\$ 2,615,520



Fund 120 – Streets



2026 Proposed Budget Changes

- Increase overtime pay
- Increase uniform budget
- Increase cost allocation budget

Budget Comparison	
2025 Original	\$ 3,410,300
2026 Proposed	\$ 3,521,811

Regular FTEs	
2025 Original	25.55
2026 Proposed	25.55

Revenue Offset	
2026 Proposed	\$ 1,667,306





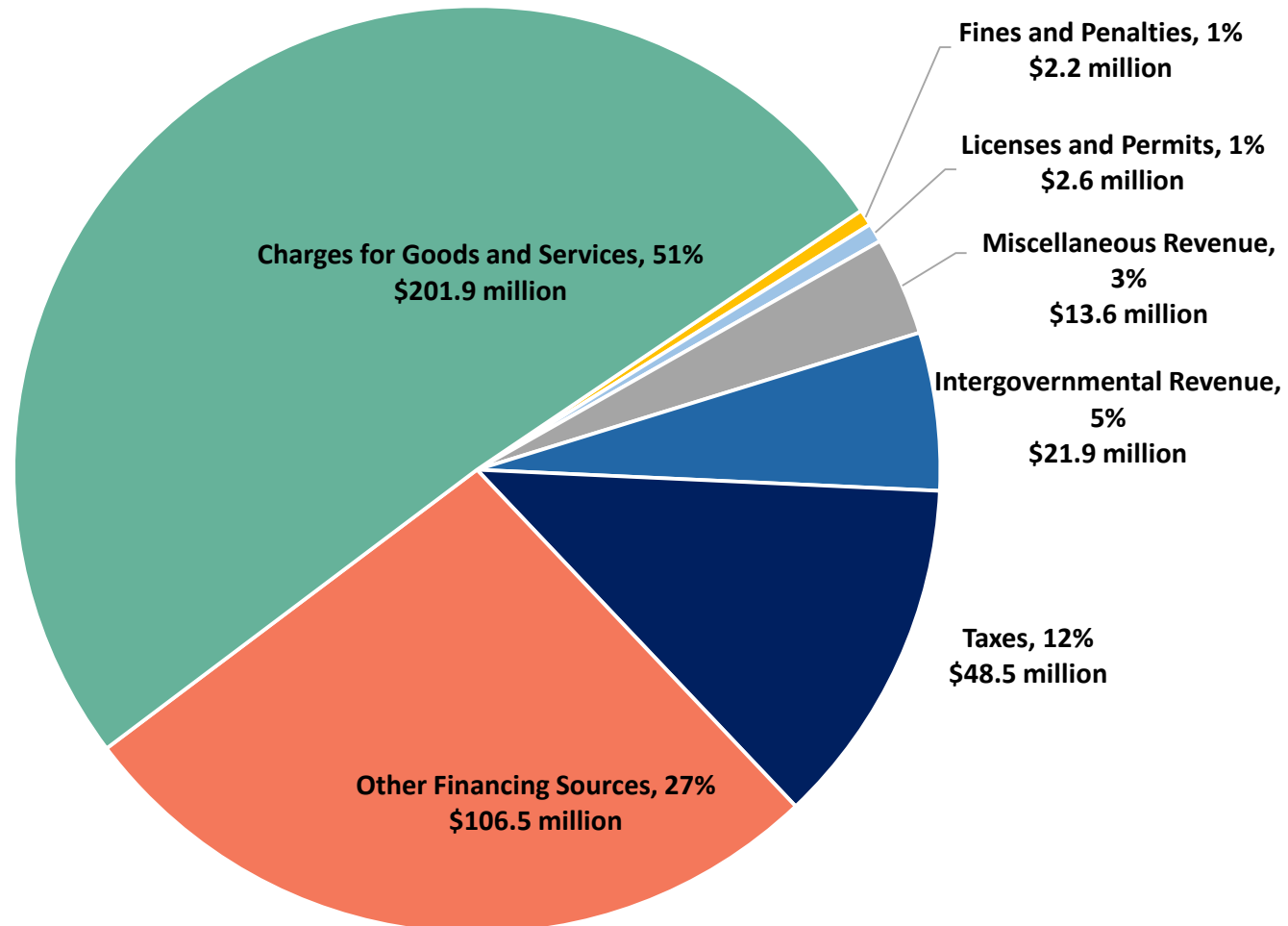
HIGHLIGHTS OF 2026 **NON-GENERAL** **GOVERNMENT** EXPENDITURE CHANGES



Non-General Government Revenue Sources



Non-General Government Revenue Budget: \$397.2 million



Fund 153 – Emergency Medical Services



2026 Proposed Budget Changes

- Allocate 0.30 FTE Fire Division Chief - shared position with Fire Department 032
- Allocate 0.30 FTE Communications & Marketing Manager - shared position with Fire Department 032
- Transfer 0.30 FTE Assistant Fire Chief from Fire Department 032 to Emergency Medical Services Fund 153
- Reclass position to reflect work assignments
- Increase overtime, and other pay
- Reduce differential pay

Budget Comparison	
2025 Original	\$ 20,899,371
2026 Proposed	\$ 21,415,423

Regular FTEs	
2025 Original	74.60
2026 Proposed	75.50



Fund 197 – Community Housing Improvement Program (CHIP)



2026 Proposed Budget Changes

- Increase uniform budget

Budget Comparison	
2025 Original	\$ 1,339,158
2026 Proposed	\$ 1,101,641

Regular FTEs	
2025 Original	2.60
2026 Proposed	2.60

Fund 401 – Water & Sewer Utility



2025 Mid-Year Changes

- Add 1.0 FTE Water Quality Analyst (*Already approved by Council*)
- Add 1.0 FTE Industrial Waste Inspector (*Already approved by Council*)
- Increase Utilities Maintenance Technician I from 0.50 FTE to 1.0 FTE
- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- Add 1.0 FTE Water Quality Technician
- Add 1.0 FTE Project Coordinator
- Increase seasonal pay
- Increase uniform budget
- Reduce differential pay

Budget Comparison	
2025 Original	\$ 269,094,456
2026 Proposed	\$ 242,426,268

Regular FTEs	
2025 Original	245.20
2026 Proposed	249.70

Seasonal FTEs	
2025 Original	9.25
2026 Proposed	8.50

A \$26.6 million decrease from the original 2025 budget, attributed to the planned issuance of a \$150 million Water and Sewer revenue bond in 2025



Fund 402 – Solid Waste Utility



2026 Proposed Budget Changes

- Reclass position to reflect work assignments
- Reduce M&O

Budget Comparison	
2025 Original	\$ 2,892,155
2026 Proposed	\$ 1,675,013

Regular FTEs	
2025 Original	0.60
2026 Proposed	0.60

A \$1.2 million decrease from the original 2025 budget due to no significant repairs or maintenance planned for 2026



Fund 425 – Everett Transit



2026 Proposed Budget Changes

- Add 1.0 FTE Security Officer
- Add 1.0 FTE Administrative Coordinator
- Transfer 0.50 FTE Office Assistant from Everett Transit Fund 425 to Motor Vehicle Fund 501 - reclassified as an Office Specialist
- Assign 0.50 FTE Fleet Maintenance Supervisor from Everett Transit Fund 425 to Motor Vehicle Fund 501 to better reflect operational alignment
- Reclass positions to reflect work assignments
- Reduce differential pay
- Reduce uniform budget

Budget Comparison	
2025 Original	\$ 60,438,107
2026 Proposed	\$ 46,725,591

Regular FTEs	
2025 Original	160.60
2026 Proposed	161.60

A \$13.7 million reduction from the original 2025 budget, due to planned capital purchases in 2025 for equipment such as heavy-duty buses, paratransit vehicles, electric charging infrastructure, etc.



Fund 440 – Golf



2026 Proposed Budget Changes

- Add 4.0 FTE Maintenance Technicians in lieu of 4 nine-month day laborer positions
- Reclass positions to reflect work assignments
- Assign 0.50 FTE Fleet Maintenance Supervisor from Golf Fund 440 to Motor Vehicle Fund 501 to better reflect operational alignment
- Transfer 0.10 FTE Assistant Parks & Recreation Director from Parks and Community Services Fund 101 to Golf Fund 440
- Transfer 0.10 FTE Parks & Recreation Director from Parks and Community Services Fund 101 to Golf Fund 440
- Transfer 0.20 FTE Parks & Golf Manager from Golf Fund 440 to Parks and Community Services Fund 101
- Increase overtime pay
- Reduce seasonal pay

Budget Comparison	
2025 Original	\$ 6,127,630
2026 Proposed	\$ 6,358,779

Regular FTEs	
2025 Original	8.70
2026 Proposed	13.00

Seasonal FTEs	
2025 Original	8.00
2026 Proposed	5.00



Fund 501 – Motor Vehicles



2026 Proposed Budget Changes

- Establish 1.0 FTE Office Specialist - consolidate and reclassify the former 0.50 FTE Office Assistant positions in Everett Transit Fund 425 and Motor Vehicle Fund 501
- Assign 0.50 FTE Fleet Maintenance Supervisor positions from Everett Transit Fund 425 and Golf Fund 440 to Motor Vehicle Fund 501 to better reflect operational alignment
- Transfer 0.20 FTE Financial Analyst from Parks and Community Services Fund 101 to Motor Vehicle Fund 501
- Transfer 0.10 FTE Parks & Recreation Director from Parks and Community Services Fund 101 to Motor Vehicle Fund 501
- Reduce differential pay
- Increase uniform budget

Budget Comparison	
2025 Original	\$ 9,894,559
2026 Proposed	\$ 9,295,713

Regular FTEs	
2025 Original	22.10
2026 Proposed	23.90

Seasonal FTEs	
2025 Original	0.50
2026 Proposed	0.50

DISCUSSION





City Council Agenda Item Cover Sheet

Project title: An Ordinance amending Chapter 10.16 of the EMC to add Exposing a Minor Child to Domestic Violence

Council Bill # *interoffice use*

CB 2510-58

Agenda dates requested:

Briefing	10/29/25
2 nd Reading	11/05/25
Consent	
Action	11/12/25
Ordinance	
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
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PowerPoint presentation:

Yes	X No
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Attachments:

Proposed Ordinance

Department(s) involved:

Legal (Prosecutor)

Contact person:

Grace Sinclair

Phone number:

425-257-8656

Email:

gsinclair@everettwa.gov

Initialed by:

DH

Department head

Administration

Council President

Project: Everett Municipal Code amendment for legal consequences for exposing a minor child to domestic violence

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement:

None.

Project summary statement:

This proposed Ordinance will amend the Everett Municipal Code to align with other municipalities in the state and address the serious consequences that domestic violence has for the safety and wellbeing of Everett residents, specifically minor children in Everett.

This proposed amendment seeks to reduce the instances that domestic violence crimes are perpetrated in front of minor children, or at least provide legal consequences for such acts occurring.

Multiple cities in Washington including Marysville, Snoqualmie, Lake City, and Auburn have adopted this into their municipal codes and the City of Everett should also adopt this in an effort to protect minor children from witnessing domestic violence.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Chapter 10.16 of the Everett Municipal Code to add Exposing a Minor Child to Domestic Violence.

ORDINANCE NO. _____

An ORDINANCE amending chapter 10.16 of the Everett Municipal Code to add Exposing a Minor Child to Domestic Violence.

WHEREAS,

- A.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.
- B.** Washington law recognizes that the State has a compelling interest in protecting children from witnessing domestic violence.¹
- C.** Domestic violence has serious consequences for the safety and wellbeing of residents in Everett.
- D.** According to the Centers for Disease Control and Prevention (CDC), children witness 68% to 80% of domestic assaults.²
- E.** Studies show that witnessing domestic violence alone is sufficiently intense to precipitate posttraumatic stress in children.²
- F.** Children who witness domestic violence or are victims of abuse themselves are at serious risk for long-term physical and mental health problems. Children who witness violence between parents may also be at greater risk of being violent in their future relationships.
- G.** Holding perpetrators of domestic violence accountable enhances public health and safety.

¹ *In re Rainey*, 168 Wash. 2d 367, 378, 229 P.3d 686, 690 (2010)

² *Alarming Effects of Children's Exposure to Domestic Violence*, Matt Huston. Psychology Today. (2019)

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Findings adopted

The findings set forth in the above recitals are hereby adopted and incorporated by reference. Further, the City Council specifically finds that the regulation of the conduct addressed in this Ordinance is a valid exercise of police power.

Section 2. Chapter 10.16.XX EMC

One section is added to chapter 10.16 of the Everett Municipal Code as follows:

Chapter 10.16.XX

Exposing a Minor Child to Domestic Violence

- A. A person commits the crime of exposing a minor child to domestic violence when they:
 - (1) Commit a crime of domestic violence, as defined in RCW 20.99.020; and
 - (2) The crime is committed in the immediate presence of, or is witnessed by, the suspect's or victim's minor child, minor stepchild, or a minor child residing within the household of the suspect or victim.
- B. "Minor child" or "minor stepchild" as used in this section means a person who is, on the date of the violation, under the age of 18 years.
- C. "Witnessed" as used in this section means that the crime is seen or directly perceived in any other manner by the minor child.
- D. Commission of a crime of domestic violence under subsection A of this section is a necessary element of the crime of exposing a minor child to domestic violence.
- E. Exposing a minor child to domestic violence is a gross misdemeanor. A person convicted of violating this section shall serve not less than 15 days in confinement unless:
 - (1) The city prosecutor recommends a sentence of less than 15 days after considering factors relevant to the case including prior domestic violence offenses committed by the defendant, the

level of violence witnessed by the child, age of the child, whether or not the child resides full time in home with the perpetrator, and any history of violence in the home or between the defendant and victim; or

- (2) The municipal court enters written findings that a sentence of 15 days or more would not serve the interests of justice. Factors to be considered by the court include prior domestic violence offenses committed by the defendant, the level of violence witnessed by the child, age of the child, whether or not the child resides full time in home with the perpetrator, and any history of violence in the home or between the defendant and victim.

F. A mandatory minimum jail sentence under this section will be consecutive to any other sentence arising from this same incident.

CASSIE FRANKLIN, MAYOR

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective: _____



City Council Agenda Item Cover Sheet

Project title: AN ORDINANCE relating to Business and Occupation Tax, adopting the new revisions to the Model B&O Tax Ordinance incorporating SB 5814 changes relating to retail sales and amending EMC 3.24.030.

Council Bill # *interoffice use*

CB 2510-62

Agenda dates requested:

1st Reading 11/05/25

2nd Reading 11/12/25

Action 11/19/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance, AWC Fact Sheet

Department(s) involved:

Finance

Contact person:

Heide Brillantes, Finance
Director

Phone number:

(425) 257-8612

Email:

HBrillantes@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Adopt revisions to the Model B&O Tax Ordinance and amend EMC 3.24.030

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 002 General Fund

Fiscal summary statement:

A more definitive fiscal estimate can be developed after the new classifications have been implemented and an annual reporting period has passed, allowing for the collection of initial revenue data.

Project summary statement:

Pursuant to RCW 35.102, cities which collect business and occupation (B&O) tax must B&O ordinances to reflect changes that are made to the AWC model ordinance. [Senate Bill 5814](#) changed the tax classification for the following services to retail sales:

- Advertising services;
- Live presentations;
- Information technology services;
- Custom website development services;
- Investigation, security, and armored car services;
- Temporary staffing services; and
- Sales of custom software and customization of prewritten software.

B&O tax cities must adopt these mandatory changes to the model ordinance with an effective date on January 1, 2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Business and Occupation Tax, adopting the new revisions to the Model B&O Tax Ordinance incorporating SB 5814 changes relating to retail sales and amending EMC 3.24.030.



ORDINANCE NO. _____

AN ORDINANCE relating to Business and Occupation Tax, adopting the new revisions to the Model B&O Tax Ordinance incorporating SB 5814 changes relating to retail sales and amending EMC 3.24.030, Section C.

WHEREAS,

- A.** Chapter 35.102 RCW requires business and occupation tax cities to coordinate with the Association of Washington Cities to develop a model ordinance for the administration for business and occupation tax in order to promote greater uniformity and foster a positive business climate.
- B.** The City must amend its code to reflect the changes made to the Association of Washington Cities model ordinance.
- C.** Senate Bill changed the tax classifications for various services to retail sales and will be effective January 1, 2026.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 3.24.030, Section C- *Sale at Retail, Retail Sale* definition is hereby amended as follows:

“Sale at retail,” “retail sale.”

- (1) “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:
 - (a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or
 - (b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or
 - (c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of

- such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or
- (d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or
 - (e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; ~~or The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.~~
 - (f) Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection ~~(8)~~(7) of this definition, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04.290, and 82.04.2908.

- (2) "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under Section 3.24.050(A)(7).
- (3) The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:
 - (a) Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or
 - (b) Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or
 - (c) Investigation, security services, security monitoring services, and armored car services

- including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or
- (d) Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or
- (e) Advertising services. (i) For the purposes of this subsection (3), "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to: (A) Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and (B) Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.
- (ii) "Advertising services" do not include:
- (A) Web hosting services and domain name registration;
- (B) Services rendered in respect to the following:
- (I) "Newspapers" as defined in RCW 82.04.214;
- (II) Printing or publishing under RCW 82.04.280; and
- (III) "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and
- (C) Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or
- (f) Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection (3), the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

(4) "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or labor and services rendered in respect to the following:

- (a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in

respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

- (b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;
- (c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;
- (d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;
- (e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;
- (f) The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;
- (g) The installing, repairing, altering, or improving of digital goods for consumers;
- (h) The sale of or charge made for tangible personal property, labor and services to persons taxable under 4(a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges

are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

(5) “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

(6)

(a) “Sale at retail” or “retail sale” shall also include the sale of prewritten software, custom software, and customization of prewritten computer software to a consumer, other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection (6)(a) the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser. ~~The term “sale at retail” or “retail sale” does not include the sale of or charge made for:~~

~~(i) Custom software; or~~

~~(ii) The customization of prewritten software.~~

(b)

~~(1)~~ The term “sale at retail” or “retail sale” also includes the charge made to consumers for the right to access and use prewritten computer software, custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(2)

(A) The service described in subsection (6)(b)(1) of this definition includes the right to access and use prewritten software, custom software, and customization of prewritten computer software to perform data processing.

(B) For purposes of this subsection (6)(b)(2) “data processing” means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

(7) “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including



mass transportation vehicles of any kind.(Public road construction)

(8) "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

(9) "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

(10) "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. [This should be reported under the service and other classification.]

(11) "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. [This should be reported under the service and other classification.]

(12)

(a) "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

(a1) Sales in which the seller has granted the purchaser the right of permanent use;

(b2) Sales in which the seller has granted the purchaser a right of use that is less than permanent;

(c3) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

(d4) Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

(b) A retail sale of digital goods, digital codes, or digital automated services under this subsection 3.24.030(12)~~5(11)~~ includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

(c) A retail sale of digital goods, digital codes, or digital automated services does not include the



following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

(1) Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;

(2) Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;

(3) Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements.

Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

Advertising services do not include web hosting services and domain name registration; and

(4) Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data processing does not include the service described in subsection 6 (b) of this section.

(d) For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

(13) "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

Section 2. EMC 3.24.030, Sections C- *Sale at Wholesale*, *Wholesale Sale* - definition is hereby amended as follows:

"Sale at wholesale," "wholesale sale." "Sale at wholesale" or "wholesale sale" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, custom software, customization of prewritten software to a consumer, or services described



in “sale at retail” Section 6(b)(i), which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



2026 changes to City B&O Tax Model Ordinance

A city workgroup of city finance directors and tax managers met over the summer to review changes needed to the B&O model ordinance in response to **SB 5814** changing the taxation of certain activities from services to sales.

Now B&O tax cities must adopt mandatory changes to model ordinance with same effective date: January 1, 2026.

SB 5814 changed the tax classification for the following services to retail sales:

- Advertising services;
- Live presentations;
- Information technology services;
- Custom website development services;
- Investigation, security, and armored car services;
- Temporary staffing services; and
- Sales of custom software and customization of prewritten software.

Changes to Model Ordinance

The workgroup decided to limit revisions to the model ordinance to changes necessary to implement the state's changes to sales at retail in **SB 5814**.

The model ordinance changes are as follows:

- **Core model ordinance .030: Definition of "sale at retail"**
 - adds new subsection (3) to incorporate changes to professional services.
 - (6) updates language related to custom software and customization of prewritten software.
 - (12) updates language related to digital goods and digital automated services.
- **Core model ordinance .030: Definition of "sale at wholesale"**: adds language to parallel updates to software in retail sales (6).
- **Technical change**: .030 "sale at retail": (1) moves misplaced language to correct typo created when extended warranties were added to the model.

While **SB 5814** also changed the definitions of digital automated services and digital goods, the model ordinance did not need to be updated because the model ordinance incorporates the state's definition by reference to the RCW.

Background on the Model Ordinance

53 cities impose a local B&O tax on the gross receipts of businesses engaging in business in their city.

Since 2004, cities with local B&O taxes were required to adopt the B&O tax model ordinance with mandatory uniform provisions related to a minimum threshold, tax classification definitions, engaging in business definition, and allocation and apportionment for activities occurring in more than one jurisdiction. (Chapter 35.102 RCW)

There are four main classifications: manufacturing, retail sales, wholesale sales, and services, but some cities have additional classifications.

The last revision was another technical fix to the B&O tax model ordinance in response to state law changes related to newspapers and took effect January 1, 2023.



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvements Project Entitled City of Everett Police Department Boathouse Project, Fund 342, Program 054, to Accumulate all Design Costs

Council Bill #

CB 2510-56

Agenda dates requested:

Briefing

Proposed action 10/22/25

Proposed action 10/29/25

Consent

Action 11/05/25

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Plan & Systems Ordinance

Department(s) involved:

Parks & Facilities

Police

Administration

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: City of Everett Police Department Boathouse Project

Partner/Supplier: TBD

Location: Port of Everett Marina, 1205 Craftsman Way, Everett, WA 98201

Preceding action: None

Fund: Criminal Justice Fund 156

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for the design and project administration costs for the Police boathouse project.

The source of funds for this project is Criminal Justice Fund 156. All related design costs are estimated at \$263,000.

Project summary statement:

In 2018, the City of Everett purchased the current police boathouse, located within the Port of Everett Marina. This boathouse was built in the mid 1990's and is well past its useful life and is rapidly deteriorating.

This project entails the design for the boathouse that will provide secure storage for the police boat and dive equipment allowing for quicker response to emergencies in an area that is critical to our City, port, and defense community. A dedicated police boathouse allows for the joint efforts during emergency scenarios in a controlled, waterfront environment. This will also enhance coordinating efforts between sea-based and land-based emergency response units, ensuring seamless preparedness and response during actual incidents.

Naval Station Everett supports this project, and the City was awarded a DCIP defense grant award of \$300,000 that can only be utilized for the construction costs of the project.

Staff will return to Council to amend the funding Ordinance once an engineer's estimate for construction costs are provided.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled City of Everett Police Boathouse Project, Fund 342, Program 054 to accumulate all design costs.

ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled City of Everett Police Department Boathouse Project, Fund 342 Program 054 to accumulate all design costs for the project.

WHEREAS,

- A.** The City Council recognizes that the current City of Everett Police Department boathouse is beyond its useful life.
- B.** The City Council recognizes the importance of a quick police response to emergencies from the port area and its critical importance to the City.
- C.** The City Council recognizes the importance of the Police Marine Operations Unit coordination between national defense organizations and land-based emergency response units.
- D.** The City of Everett understands the importance of both law enforcement and defense organizations in providing specialized underwater capabilities for critical search-and-rescue and/or recovery operations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled City of Everett Police Department Boathouse Project, Fund 342, Program 054.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of design and permitting is \$263,000.

Section 4. The sum of \$263,000 is hereby appropriated to Fund 342, Program 054 Police Department Boathouse Project.

A. Use of Funds		
A&E Design Costs		<u>\$263,000</u>
Total		\$263,000
B. Source of Funds		
Criminal Justice Fund 156		<u>\$263,000</u>
Total		\$263,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

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 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 Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Cedar Hall & Recreation Building Demo", Fund 342, Program 055, to Accumulate all Costs for the Project

Council Bill #

CB 2510-57

Agenda dates requested:

Briefing

1st Reading 10/22/25

2nd Reading 10/29/25

Consent

Action 11/05/25

Ordinance

Public hearing:

Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Cedar Hall & Recreation Building Demo

Partner/Supplier: None

Location: 802 E Mukilteo BLVD, Everett, WA

Preceding action: None

Fund: 342, Program 055 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for costs for the demolition and restoration of the Cedar Hall & the Recreation Building sites within Forest Park.

The source of funds for this project is Fund 342, Program 055 (CIP 1). All related costs are estimated at \$360,000.

Project summary statement:

This project will provide demolition and site restoration to the Cedar Hall and Recreation Building locations within Forest Park.

The Cedar Hall structure was badly damaged by fire on May 17th, 2025. The structure was unoccupied at the time of the fire. This building is a safety hazard and needs to be safely demolished.

The Recreation Building has not been in use for years. This building has reached the end of its useful life and needs to be safely demolished.

The project will fund the demolition and restoration of both building sites to level lawn and native landscaping.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Cedar Hall & Recreation Building Demolition", Fund 342, Program 055 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled “Cedar Hall & Recreation Building Demo”, Fund 342, Program 055, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes that Cedar Hall & the Recreation Building within Forest Park have both reached the end of their useful life and should be safely demolished.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Cedar Hall & Recreation Building Demo”, Fund 342, Program 055.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost for demolition and restoration of the site is \$360,000.

Section 4. The sum of \$360,000 is hereby appropriated to Fund 342, Program 055, “Cedar Hall & Recreation Building Demo” project.

A. Use of Funds	
Demolition	<u>\$360,000</u>
Total	\$360,000
B. Source of Funds	
CIP 1	<u>\$360,000</u>
Total	\$360,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

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 Council Agenda Item Cover Sheet

Project title: COPS FY2025 Safer Outcomes Grant

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 11/5/25
Ordinance
Public hearing
Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Police

Contact person:

Chief DeRousse

Phone number:

Email:

jderousse@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: COPS FY2025 Safer Outcomes Grant

Partner/Supplier: U.S. DOJ Office of Community Oriented Policing Services

Location: N/A

Preceding action: N/A

Fund: 156/Criminal Justice

Fiscal summary statement:

The Everett Police Department has been awarded a grant through the United States Department of Justice (US DOJ) Office of Community Oriented Policing Services FY2025 Safer Outcomes, in the amount of \$500,000 to fund: an augmented reality equipment system for de-escalation and tactical training, travel costs for training related to de-escalation, and to contract with the University of Washington's Behavioral Health Crisis Outreach Response and Education (BHCore) center to co-develop trauma-informed, clinically accurate, and culturally responsive scenario content. There is no matching funds requirement.

Project summary statement:

The primary goal of this project is to provide officers with realistic, immersive training that prepares them to engage individuals in crisis with empathy, professionalism, and cultural competence. The training will focus on improving officer decision-making and communication when interacting with individuals experiencing mental health crises, behavioral health challenges, suicidal ideation, or cognitive and developmental disabilities.

Key activities include the co-development of trauma-informed, clinically accurate, and culturally responsive scenario content by BHCore experts; integration of these scenarios into the InVeris FATS AR augmented reality training system; and the delivery of dynamic, multi-officer, scenario-based training sessions that emphasize teamwork, peer intervention, and referral to community-based services. EPD will also send staff to training conferences for technology and de-escalation.

Recommendation (exact action requested of Council):

Authorize the Mayor, the Police Chief, and their designees to sign all necessary documents and agreements with the U.S. DOJ Office of Community Oriented Policing Services regarding the acceptance and utilization of the COPS FY2025 Safer Outcomes grant, in the amount of \$500,000.



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF EVERETT 2930 WETMORE AVE SUITE 9H
City, State and Zip:	EVERETT, WA 98201
Recipient UEI:	LVPSLN4A2LF6
Project Title: FY25 Safer Outcomes LE Grants- CITY OF EVERETT, WA	Award Number: 15JCOPS-25-GG-00800-DETX
Solicitation Title: FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies	
Federal Award Amount: \$500,000.00	Federal Award Date: 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/25	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/25	Budget Period End Date: 9/30/27
Project Description: The Everett Police Department (EPD) primary goal of this project is to provide officers with realistic, immersive training that prepares them to engage individuals in crisis with empathy, professionalism, and cultural competence. The training will focus on improving officer decision-making and communication when interacting with individuals experiencing mental health crises, behavioral health challenges, suicidal ideation, or cognitive and developmental disabilities. EPD provides training support to 11 additional law enforcement agencies.	

Award Letter

October 10, 2025

Dear John DeRousse,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF EVERETT for an award under the funding opportunity entitled 2025 FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies. The approved award amount is \$500,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI LVPSLN4A2LF6	ORI Number WA03103
Street 1 2930 WETMORE AVE SUITE 9H	Street 2
City EVERETT	State/U.S. Territory Washington
Zip/Postal Code 98201	Country United States
County/Parish	Province

Award Details

Federal Award Date 10/10/25	Award Type Initial
Award Number 15JCOPS-25-GG-00800-DETX	Supplement Number 00
Federal Award Amount \$500,000.00	Funding Instrument Type Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 FY25 Safer Outcomes: Enhancing De-Escalation and Crisis Response Training for Law Enforcement – Support for Law Enforcement Agencies

Awarding Agency

COPS

Application Number

GRANT14448875

Grant Manager Name

Linda Braswell

Phone Number

202-394-2808

E-mail Address

linda.braswell@usdoj.gov

Project Title

FY25 Safer Outcomes LE Grants- CITY OF EVERETT, WA

Performance Period Start**Date**

10/01/2025

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2025

Budget Period End Date

09/30/2027

Project Description

The Everett Police Department (EPD) primary goal of this project is to provide officers with realistic, immersive training that prepares them to engage individuals in crisis with empathy, professionalism, and cultural competence. The training will focus on improving officer decision-making and communication when interacting with individuals experiencing mental health crises, behavioral health challenges, suicidal ideation, or cognitive and developmental disabilities. EPD provides training support to 11 additional law enforcement agencies.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information**Conditional Budget Clearance**

The financial review of the budget for this award is still pending. For further details on the reason for this conditional budget clearance contact your assigned COPS program manager. Please review your specific award conditions for limitations on drawing down funding pending final budget clearance.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year

COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or

fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) **Reporting Procedures.** Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) **Reporting Frequency.** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsr.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsr.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

- (i) Subawards, and
- (ii) The total compensation of the five most highly compensated executives of any subrecipient.
- (e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

- (i) A corporation;
- (ii) An association;
- (iii) A partnership;
- (iv) A limited liability company;
- (v) A limited liability partnership;
- (vi) A sole proprietorship;
- (vii) Any other legal business entity;
- (viii) Another grantee or contractor that is not excluded by subparagraph (2); and
- (ix) Any State or locality;

(2) Does not include:

- (i) An individual recipient of Federal financial assistance; or
- (ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website <https://www.ojp.gov/eeop>-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies

provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 29

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, \$250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. §§ 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, \$250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under

this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

Condition 39

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 41

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice.

Condition 42

Conditional Budget Clearance: The recipient understands that the budget for this award is pending review and approval. Until approved, the recipient agrees not to obligate, expend or draw down funds until the COPS Office has approved the budget and an Award Condition Modification (ACM) has been issued to remove this award condition. Recipients will not be reimbursed for any obligations or expenditures that are not approved.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
COPS Acting Director

Name of Approving Official
Cory D. Randolph

Signed Date And Time
9/29/25 8:33 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

Name of Authorized Entity Official

Signed Date And Time

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official

Signed Date And Time



Vendor/Service Provider	US DOJ Office of Community Oriented Policing Services
City Department	Police
City Project Manager	Brett Yeadon
	byeadon@everettwa.gov
Title of Agreement	COPS FY25 Safer Outcomes Grant

By Mayor's signature below, the Mayor also authorizes the Director or the City Department identified above to take all necessary steps to complete the acceptance and execution of the attached agreement.

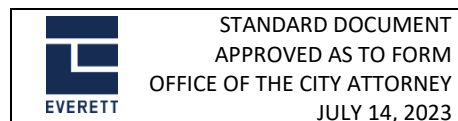
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST

Office of the City Clerk



Project title: ATU Collective Bargaining Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 11/5/25
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes X No

Attachments:
2025-2027 ATU CBA

Department(s) involved:
Human Resources

Contact person:
Kandy Bartlett

Phone number:
425-257-8767

Email:
kbartlett@everettwa.gov

Initialed by:
KB
Department head

Administration

Council President

Project: ATU Collective Bargaining Agreement

Partner/Supplier: Amalgamated Transit Union (ATU), Local NO. 883

Location: NA

Preceding action: NA

Fund: 425

Fiscal summary statement:

The 2025 Transit budget set aside approximately eight percent to cover the expected ATU contract settlement, reflecting inflationary pressures observed during the previous contract term and recent agreements reached by comparable transit agencies. Based on the wage increase outlined in the finalized agreement, a budget amendment is not expected to be necessary for year 2025.

Project summary statement:

The current collective bargaining agreement between the City and the Amalgamated Transit Union (ATU), Local No. 883 expired on December 31, 2024. After several negotiation sessions and mediation, a settlement was reached in September 2025. ATU members voted and approved the agreement on October 17, 2025. Highlights of the successor agreement include:

- 3-year contract
- Wage adjustments:
 - 2025 – 5.5% Wage Increase
 - 2026 – 4.5% Wage Increase
 - 2027 – 4% Wage Increase
- Change the longevity premium from a flat rate to one that grows each year based on the annual wage adjustment
- Increase vacation accrual to match comparable agencies
- Increase clothing and shoe premium consistent with inflation
- Miscellaneous operational changes (i.e., required hours off between shifts and mandatory training sessions)

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Collective Bargaining Agreement between the City and the Amalgamated Transit Union (ATU), Local No. 883.

2025 – 2027 LABOR AGREEMENT
between
CITY OF EVERETT, WASHINGTON
and
AMALGAMATED TRANSIT UNION
Division Number 883

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ARTICLE 1 - AGREEMENT

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "City," and Amalgamated Transit Union, Division No. 883, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide a working understanding between the City of Everett and its employees who are members of the Amalgamated Transit Union bargaining unit, through their duly accredited representatives, affecting wages, hours and working conditions, and to establish a means of settling any and all grievances, disputes and controversies arising between the City of Everett and Amalgamated Transit Union Division No. 883, and pursuant to said purpose the parties hereto agree as follows:

ARTICLE 2 - NON-DISCRIMINATION

The City agrees not to discriminate against any person or employee for his/her activity in behalf of or membership in the Union. The Union and the City agree not to engage in unlawful discrimination against any person or employee because of race, color, sex, creed, national origin, age, marital status, sexual orientation, or the presence of a physical or mental disability, unless it is a bona fide occupational qualification.

ARTICLE 3 - LEGALITY

It is specifically understood and agreed that all provisions herein are subject to existing laws, and should any provision of the Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 - EXCLUSIVE BARGAINING REPRESENTATIVE

The City agrees to recognize the Union as the exclusive collective bargaining representative for all employees whose classifications are listed below or are added during the contractual years:

4500	Bus Maintenance	02-014
4510	Bus Operator	02-010 & 02-110
4520	Bus Operator Trainee	02-011
4530	Paratransit Operator	02-013 & 02-113
4540	Paratransit Operator Trainee	02-009
4550	Transit Inspector	02-012

ARTICLE 5 - DEFINITIONS

For purposes of the Agreement, the following phrases are hereby defined:

Bargaining Unit - The bargaining unit shall include all employees listed in Article 4.

Platform Time - The actual time the employee is in a paid status from sign on to sign off.

Designated Reporting Location - The physical location where an employee reports and signs on and off for work within the City limits. An employee's sign off location will be the same as his/her sign on location.

Regular Run - A run where the platform time exceeds seven (7) hours and one (1) minute.

Straight Run - A regular run where the platform time is unbroken.

Mark-up - Bidding by the bus operators for runs and days off according to their working seniority.

Division - Everett Transit Division, a division of the Everett Transportation Services Department.

Spread Time - The time in excess of eleven (11) hours required to complete a regular run.

Permanent Part-Time - Employees classified as paratransit extra board operator, who because a full-time position is not warranted, work less than full-time.

ARTICLE 6 - GENERAL PROVISIONS

Section 1: Employee Information and Dues/Fees Checkoff

A. Employee Information

1. The City shall provide the Union with access to bargaining unit employees, including the name, address, telephone number, classification, date of hire, and rate of pay.
2. The City shall notify the Union of all new bargaining unit employees as soon as Human Resources is notified of the hire. The City shall supply the following information to the Union regarding each newly hired bargaining unit member upon hire: name, address, telephone number, classification, date of hire, and rate of pay.

B. Dues, Fees and Assessment Processing

The City shall deduct the regular dues, fees, and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. Consistent with federal, state, and local law, the City shall honor and adhere to specific provisions of such authorization for the deduction of regular dues, fees, and assessments and all other provisions agreed to by the employee in the authorization, irrespective of the employee's membership status in the Union. The amount deducted shall be mailed each month to the Union.

C. Revocation

Consistent with federal, state, and local law, the City shall honor and adhere to the specific provisions of an employee's written authorization for the deduction of dues, fees, and assessments regarding the duration, renewal, and procedure for the revocation of such authorization. An employee who seeks to revoke such authorization must provide written notice to the City and the Union. Upon receipt of such a request from an employee, the City or Union will promptly transmit the employee's request for revocation to the other. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 2: COPE

The City shall deduct COPE contributions from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. The amount so deducted shall be mailed each month to the Union. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 3:

- A. Three Union-Management meetings will be held annually to discuss various items of interest to both parties.
- B. The City, at its discretion, may conduct up to three (3) mandatory employee meetings or in-person training sessions annually.

Employees will be given at least thirty (30) days' advance notice prior to each scheduled session. These sessions are intended for all employees, excluding those on approved vacation, sick leave, or workers' compensation leave at the time of the event. For employees who are excused from attending, the City may schedule three (3) annual meetings or trainings and they will not count as additional events.

Employees who attend employee meetings or in-person trainings will be paid a minimum of two (2) hours pay at the applicable rate.

In the event of a canceled meeting or in-person training that is beyond the control of the City, employees who have reported to work prior to the time of the cancelation shall be paid two (2) hours pay at the applicable rate. Canceled meetings or in person trainings will not count against the three (3) meetings or in-person trainings allowed to the City.

Section 4:

The City will hold a meeting of the Union bargaining unit and drivers will be informed two (2) weeks in advance of any major changes in the Transit system.

Section 5:

It is understood and agreed that the following Articles/Sections of this Agreement shall not apply to those members employed in the classification of paratransit operator:

Article 14(4)

Section 6:

All bargaining unit appointments to committees that involve mandatory subjects of bargaining or mandated by law shall be selected by the union.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 1:

Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and the conduct of its employees, provided such rules are not in conflict with the provisions of the Agreement or with the applicable law.

Section 2:

The City has the right to (among other actions) discipline, following just cause, temporarily layoff or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

Section 3:

The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during work hours, and are not subject to overtime or callout shifts.

ARTICLE 8 - HOLIDAYS

Section 1:

Date Observed

HOLIDAY	2025	2026	2027
New Year's Day	January 1	January 1	January 1
Martin Luther King, Jr. Day	January 20	January 19	January 18
President's Day	February 17	February 16	February 15
Memorial Day	May 26	May 25	May 31
Juneteenth	June 19	June 19	June 19
Independence Day	July 4	July 4	July 4
Labor Day	September 1	September 7	September 6
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 27	November 26	November 25
Native American Heritage Day (Day After Thanksgiving)	November 28	November 27	November 26
Christmas Day	December 25	December 25	December 25

Two Floating Holidays At employee's choice with concurrence of the City

Floating Holiday Prorating for New Hires:

In the first year of employment, full time regular employees hired before June 1 will receive two floating holidays. Employees hired between June 1 and September 30 will receive one floating holiday. Employees hired between October 1 and November 30 will receive 4 hours floating holiday.

Section 2:

Holiday pay shall be eight (8) hours regular pay for all employees unless there is an election under Section 3 or Section 7 of this Article. The intent of this provision is to ensure that employees receive not more than one hundred and four (104) hours of holiday pay per year. Those employees who work a 4/10 shift and the holiday falls on their regular work day have the option of filling the remaining two (2) hours of their holiday by taking vacation time.

Section 3:

The employee may elect to receive eight (8) hours credited to his/her vacation accrual in place of holiday pay, upon written request prior to each holiday.

Section 4:

Any employee who shall work any day designated as a holiday under Section 1 hereof shall be paid at one-and-one-half times the employee's hourly rate of pay.

Section 5:

Employees who work on Thanksgiving Day or Christmas Day will get one-half time premium in addition to their other rate of pay.

Section 6:

All employees who are on unpaid-suspension or on unpaid leave shall not receive holiday pay or vacation accrual as set forth in Sections 3 or 4 herein.

Section 7:

Any employee working on a holiday may elect to receive overtime hours credited to his/her vacation accrual in place of the time-and-one-half normally paid for work performed, upon written request prior to each holiday.

ARTICLE 9 - VACATION

Section 1:

All members of this bargaining unit shall accrue vacation credit for each month of continuous service as shown on the table below:

CONTINUOUS SERVICE FROM EMPLOYEE ANNIVERSARY DATE	VACATION CREDIT ACCRUED	
	<u>Number of Vacation Hours Per Month</u>	<u>Per Year</u>
0 – 2 Years	9.33 hrs	112 hrs
2 – 3 Years	10.00 hrs	120 hrs
3 – 5 Years	10.67 hrs	128 hrs
5 – 6 Years	11.33 hrs	136 hrs
6 – 7 Years	12.00 hrs	144 hrs
7 – 9 Years	12.67 hrs	152 hrs
9 – 11 Years	13.33 hrs	160 hrs
11 – 12 Years	14.00 hrs	168 hrs
12 – 13 Years	14.67 hrs	176 hrs
13 – 14 Years	15.33 hrs	184 hrs
14 – 17 Years	16.00 hrs	192 hrs
17 – 19 Years	16.67 hrs	200 hrs
Over 19 Years	18.00 hrs	216 hrs

Section 2:

"Continuous Service" shall be determined from the employee's adjusted employment date.

Section 3:

No vacation accrual will be allowed in excess of two full year's earned vacation accrual.

No employee shall have vacation credit accrual cashed out in excess of 240 hours at the time of his/her retirement/separation, except PERS I employees hired prior to January 1, 1987 may cash out up to 44 days (352 hours). Any employee terminating employment or retiring must use any vacation accrual in excess of the aforementioned limits prior to retirement/separation or it will be lost to the employee.

Section 4:

Vacation slots shall be scheduled by the Transit Director at times when they will constitute minimum conflict with work schedules.

Section 5:

Employees will be granted pay in lieu of vacation at such time as they are separated from City employment, unless such separation occurs during the initial probationary period.

Section 6:

If a holiday specified in Article 8 of this Agreement falls within the employee's actual vacation, the employee may add one extra day to his/her vacation time with such day to be scheduled by mutual agreement between the employee and the Transit Director. No charge against vacation accrual will be made for a vacation day which falls on a holiday specified in Article 8 of this Agreement.

Section 7:

Choice of vacation time shall be by working seniority.

Section 8:

The vacation book shall recognize one vacation slot in the vacation book for every ten drivers out of training. Under special circumstances, the Transit Director, after notification to the Union, may temporarily limit the number of vacation slots available.

Section 9:

Vacation accrual cannot be used in place of sick leave unless sick leave has been exhausted and the employee receives Transit Director approval.

Section 10:

Vacation pay shall be paid the same as run pay for regular operators. Extra board drivers shall receive eight (8) hours pay per day of vacation. Other employees shall receive vacation pay according to their regular assigned shifts.

Employees whose regular work shifts consists of working five 8-hour days shall receive no more than 8 hours pay for each day of vacation. Employees whose regular shift(s) consists of working four 10-hour days shall receive no more than 10 hours pay for each day of vacation.

Section 11:

Employees who are furloughed, laid off and rehired within twelve months, or employees granted leave of absence without pay, shall not accrue vacation during this period.

Section 12:

Vacation shall be taken as follows:

- A. Four (4) hours minimum for extra board and straight run operators.
- B. The entire a.m. or p.m. work piece for split-shift operators.
- C. Inspectors and maintenance personnel may take vacation in a 2 hour minimum block with written approval of the employee's supervisor.
- D. Paratransit Operators may take vacation in a 2 hour minimum block at the beginning or end of their regular work shift.

Section 13:

Except when an employee has signed for a vacation day on his/her day off (due to a new markup), employees may not remove their name from the vacation roster during the three (3) day period prior to the vacation date without written notice to and express approval of the Director of Transportation Services or designee.

ARTICLE 10 - INSURANCE BENEFITS

Section 1:

The City agrees to offer four medical plan options for eligible employees and their eligible dependents; Kaiser Permanente Legacy Core, Kaiser Permanente New Core, HMA Traditional PPO Plan and HMA Consumer Driven Healthcare Plan. Employees that choose Kaiser Permanente Legacy Core, Kaiser Permanente New Core, or the HMA Traditional PPO Plan shall pay ten percent (10%) of the monthly premium.

Employees that choose the HMA Consumer Driven Health Plan shall pay five percent (5%) of the monthly premium. Employees will receive a lump sum contribution into their VEBA plan. Individuals shall receive \$1,200 and employees with family coverage shall receive \$2,400 in January of each year. In addition, employees with individual coverage shall receive an annual \$200 clinic incentive contribution and spouses will receive an annual \$200 clinic incentive contribution (for completing an annual whole health exam).

The annual incentive for completing the annual whole health exam at the Vera Clinic shall remain the same.

Section 2:

The City shall provide \$1,000 life insurance per \$1,000 of an employee's annual salary rounded to the next highest thousand for the duration of this Agreement.

Section 3:

The City shall provide the employee accidental death and dismemberment coverage in an amount equal to that specified in Section 2 hereinabove.

Section 4:

The City shall provide to all employees affected by this Agreement and their dependents, who request it, a dental coverage program through Delta Dental of Washington that provides 100% of premium cost of basic dental for the duration of this agreement, to an annual maximum of \$2000.00. A second dental coverage program offering is through Willamette Dental.

Section 5:

The City shall provide to all employees who are covered by this Agreement and their legal dependents, 100% premium for a vision care plan which is acceptable to the City for the duration of this agreement.

Section 6:

The City shall provide felonious assault insurance of which the coverage limits shall not exceed \$100,000 for transit employees who are covered by this Agreement, subject to the carrier's acceptance.

Section 7:

The City shall pay for the DOT medical examination at the current rate at the City's designated physician or facility. Any additional procedures that an employee may be referred to while obtaining their DOT exam will be covered at the employee's expense if not covered by the employee's medical insurance.

Section 8:

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee. At any time, the City may determine that an employees may be responsible for paying the employee's share of the WPFML premium. The City agrees to notify the union of this deduction 90 days prior to the start of the deduction and will negotiate any impacts of such deduction.

ARTICLE 11 - SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1:

Sick leave shall accrue to each employee at the rate of eight (8) hours of leave for each calendar month of the employee's active service. Employees that have zero "no shows", "late shows" or formal disciplinary action during the previous mark-up will have six (6) hours of sick leave accrual added to their sick leave bank the first pay period following that mark-up. (Published mark-up dates will be used for purposes of providing incentive). While sick leave balances may exceed 960 hours during the course of the year, the total accumulation of sick leave hours in the regular sick leave bank at year end shall not exceed 960 hours.

Any employee out on any long-term leave or L&I for more than 50% of the markup shall not be eligible to receive the six-hour sick leave incentive.

Sick leave accrual will be earmarked as Washington Paid Sick Leave, to be administered in compliance with Washington Paid Sick Leave Law and City policy. Employees who separate and are then rehired within twelve (12) months shall be credited with any unpaid sick leave remaining at time of separation.

Section 2:

An employee shall be eligible to use accumulated sick leave in accordance with the City Leave Benefits Policy, as well as state and federal law.

Section 3:

Sick leave with pay for a period of four (4) days or more requires the presentation of a written statement by the physician, certifying that the employee is able to return to duty without restriction (when such leave was related to the employee's own sickness, not when the absence was related to a relative). An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources to inform them of the unreasonable burden or expense. An employee on sick leave shall inform their department head, or cause the department head to be informed, forthwith that they are unable to report for duty and the reasons therefore, and failure to do so without excuse shall be cause for denial of sick leave pay. Subsequent incidents may be grounds for disciplinary action.

The City may not retaliate against employees who utilize sick leave protected by state or federal law.

Section 4:

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or incapacity. Therefore, if an employee becomes ill or incapacitated after his/her vacation has commenced, vacation time will continue to be deducted. However, if an employee notifies the Transit Department or their designee prior to the commencement of the employee's vacation that said employee is ill or

incapacitated, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be cancelled and rescheduled, if possible, at a time mutually agreeable to the employee and the City. When calling in sick in lieu of vacation, employees are required to call the Scheduling Office no later than 5:00 PM (PST) on the first day in which they desire to use sick leave in lieu of vacation. A request to use sick leave in lieu of vacation must be accompanied by a doctor's letter stating the nature and extent of the illness or injury and that the employee is too ill or injured to perform his/her duties. Sick leave will only be authorized from the date of the doctor's letter forward. Documentation must be provided to Transit, upon the employee's return to work, before sick leave will be approved. Failure to provide adequate documentation, will result in a denial to use sick leave in lieu of vacation and vacation time will be deducted. If the employee does not have sufficient sick leave accrual to cover the missed time, all other accrued leave must be used.

Section 5:

Regular and reliable attendance as scheduled is a requirement of continued employment. The City has the right to take corrective action to deal with unauthorized use of sick leave or situations where the employee has frequent or regular absences which hinder the performance of the employee's job duties or the efficiency of the division. Such corrective action may include medical consultations, physician's statements, progressive disciplinary action, including suspension or termination.

Fraudulent use of sick leave may lead to immediate suspension or termination.

Section 6:

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the State Industrial Act and/or paid family medical leave, he/she shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 9 and 11 of this Agreement. Provided, however, this section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits and/or paid family medical leave. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours on a pro-rated basis.

Section 7:

If an extra board employee is sick during a pay period, they may use up to eight (8) hours of sick leave for each day not to exceed 80 total hours of sick leave in a pay period.

Section 8:

Any employee who exhausts their sick leave accrual, must follow the City's Leave Benefits Policy and utilize all other accrued leave prior to accessing leave without pay.

Section 9:

Employees who have successfully passed probation shall be allowed, upon voluntary separation, retirement or in situations of reduction in force from City employment, to receive a payment equal to fifty (50) percent of the value of their then existing sick leave accrual balances.

ARTICLE 12 - BEREAVEMENT LEAVE

When death occurs among members of any employee's immediate family, the employee, upon request to the Transit Director, will be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and will be compensated at his/her normal salary for the hours lost from his/her regular schedule before or after the funeral with a maximum of four (4) days per death for bereavement. Employees may use bereavement leave in segments of not less than one day at a time. Bereavement Leave must be used within one year of the death, unless prior arrangements are made with the Transit Director. If required to travel beyond the one-way distance of 300 miles to attend services or an event related to bereavement, (2) two additional days will be allowed. In the event that the employee is the personal representative (executor, etc.) of the deceased, they shall be allowed up to an additional (3) three days of bereavement leave. This time off shall not be deducted from accumulated sick leave or vacation. Bereavement leave as described in this article, shall not exceed (7) seven days in total per occurrence.

The term "immediate family" is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. The City will honor specific requests for leave to attend the funeral of other family members under unusual circumstances, with the understanding that the employee will take the leave and request determination whether or not it is to be bereavement leave or vacation leave within ten (10) working days after their return from their absence.

ARTICLE 13 - HOURS OF WORK

Section 1:

All bus operators agree to work a five (5) day week with two (2) off in seven (7). For employees other than bus operators, they may elect to be scheduled ten (10) consecutive hours per day, four (4) days per week or eight (8) consecutive hours per day five (5) days per week, subject to the Director of Transportation Services' approval. Any additional time in excess of the eight (8) consecutive hours per day or ten (10) consecutive hours per day as referenced in this Section is to be paid at time-and-one-half.

All paratransit operators agree to work a five (5) day week with two (2) days off in seven (7). The City will endeavor to schedule all full-time paratransit operators for eight (8) straight hour shifts, except in emergency situations.

Bus maintenance persons will be paid during their one-half hour lunch break as long as the ten (10) hour shift is acceptable to the City management. The one-half hour lunch break must begin no earlier than 4 hours into the shift and end no later than 6 hours into the shift.

Section 2:

No regular run shall be scheduled thirteen (13) hours beyond the starting time.

No operator shall be scheduled more than fourteen (14) hours of work per day and inspectors and maintenance staff are strongly encouraged to not work beyond fourteen (14) hours. Unless under an emergency, operators, inspectors, and maintenance persons shall not operate a revenue vehicle beyond fourteen (14) hours. All operators, inspectors and maintenance persons must have a minimum of nine (9) hours off between days worked.

Section 3:

Paratransit operators shall receive vacation and sick leave on a pro-rated basis; and shall be entitled to full insurance benefits under Article 10.

ARTICLE 14 - WORKING CONDITIONS

Section 1:

All operators will be allowed fifteen (15) minutes to prepare and check the necessary equipment on the bus and drive the vehicles from the property. All employees will be paid for actual time it takes to complete incident and event reports. During the winter months when there are icy conditions, revenue vehicles will be started and de-iced prior to the operator boarding.

Section 2:

The percentage of weekday straight runs shall not drop below 35% of the total number of weekday runs. If, in the course of the operation of the Transit System it becomes necessary to revise the operation schedule to the extent that this Section may be affected, the Union agrees that this Section may be reopened for immediate negotiations.

Section 3:

A mark-up for all operators, inspectors and bus maintenance persons will take place four (4) times per year, once in each of the following months: March, June, September, December.

The City may elect, at its option, to schedule additional mark-ups per year. The City agrees to consult with the Union in scheduling any new work assignments and to listen to their concerns and recommendations prior to posting each new mark-up.

The City agrees to meet with two members of the Union (appointed by the Union President) to review the draft mark-up prior to posting to address driver concerns with the run cut. The parties agree to work together to find solutions should a legitimate issue arise during the bid. Provided, the City retains the exclusive right to determine work assignments and scheduling as provided in Article 7 herein.

The effective date will be stated on the mark-up when it is posted. In the event that the department alters any regular run, a mark-up shall take place if requested by the Union.

The mark-up shall be posted no later than 30 days prior to the mark-up effective date.

The Union shall ensure that the mark-up is signed and ready for proofing no later than 7 days prior to the mark-up effective date.

The City shall allow the Union up to forty (40) hours of paid time to facilitate the signing of mark-ups during each regular mark-up period.

The City shall provide the Union the mark-up effective date at least sixty (60) days prior to each mark-up.

Section 4:

Normally, no persons other than those hired as bus operators shall operate buses carrying passengers. Every effort will be made by the City to utilize bus operators at all times; however, the City may in an emergency utilize other employees to operate buses until such time as a bus operator is available. Paratransit van(s) used to do normal transit work covered by this Agreement shall be operated by bus operators covered under Article 4 except in an emergency as defined above.

Section 5:

Exact fare will remain in effect during the term of this contract.

Section 6:

All pay for scheduled runs shall begin and end at the designated report location. Bus operators shall be furnished transportation from the designated report location to the relief point or from the relief point to the designated report location. This transportation shall be by bus, City vehicle or other transportation furnished by the City.

All scheduled runs shall have travel time included.

The Union will receive two "mark up" periods of advance notice before any change or additional report locations are designated.

Section 7:

An operator scheduled to work a combination of work assignments that exceed ten (10) consecutive hours may request, prior to beginning the shift or upon notification of the extra work, a thirty (30) minute break. This break shall occur during the last four (4) hours of the shift. This section does not apply to scheduled runs.

Section 8:

All operators, inspectors, and maintenance persons must have a minimum of nine (9) hours off between days worked.

Extra board bus and paratransit operators will not be required to work more than twelve (12) hours per day or work more than a fourteen (14) hour spread per day unless agreed to by the employee.

Section 9:

For bus operators the City will endeavor to post the daily work schedule no later than 2:00 p.m. on the day prior to the schedule becoming effective. For paratransit operators the City will endeavor to post their work schedule no later than 6:00 p.m. on the day prior to the schedule becoming effective.

Section 10:

All operators shall be allowed to bid on their respective extra board during the regular mark-up time. Operators bidding the extra board must be able to operate all revenue and support vehicles in their respective division without restrictions unless seniority would not allow an alternate assignment.

Section 11:

Any employee called to work on any of his/her days off, including vacation, may refuse to work on such a day off without reprisal.

Section 12:

If a verifiable emergency exists affecting an employee, or family, such as a medical emergency or household emergency which requires the immediate attention of the employee, the City will make every effort to release the employee as quickly as possible from work to attend to the emergency. The employee must use vacation time for time off to deal with the emergency and the employee is required to provide written verification of the emergency that is acceptable to management. Written verification is required upon return to work. Failure to provide written verification will result in disciplinary action.

Section 13:

Bus operator schedules shall include reasonable layover and recovery time for restroom use.

Section 14:

Employees may be scheduled to work additional hours for training purposes. This requirement shall not exceed four (4) training sessions per calendar year, and the training sessions shall not exceed eight (8) hours each. The training shall take place on the employee's regular work day and shall not result in the employee working over twelve (12) hours per day.

Section 15:

Audio and video recording systems (AVRS) will be in all revenue service vehicles and inspector vehicles. The purpose of this system is to enhance the safety, security and customer service experience of the public, employees, and the City.

Cameras in vehicles will not be located in front of the employees in such a manner as to capture the employee's face and front while they are in the driver's seat. It is understood that an operator's face and front may be captured when they are out of the driver's seat or when they look up into the camera that is positioned above them.

AVRS shall be used for service planning, system performance monitoring, or investigating a "precipitating event". A "precipitating event" may include, but not be limited to: (1) a documented public, customer or employee complaint; (2) a claim filed against the employer, or one of its employees; (3) a documented injury, accident, or incident; or (4) a request by law enforcement agency, another state or federal agency, or in compliance with public disclosure processes.

AVRS may be used in the creation and presentation of training materials with the operator's consent.

Supervisors, management, and their designees will not review more of the audio or video than is reasonably necessary to investigate the circumstances surrounding the precipitating event. Generally, this will be limited to three (3) minutes prior to and three (3) minutes after the precipitating event. Additional data may be reviewed by management upon mutual agreement with the Union.

Review initiated by a precipitating event will be for the purpose of determining what happened. Any discipline resulting from review of audio or video recording must be related to the initial purpose of the review, limited in time by (180) seconds before and (180) seconds after a precipitating event, however, discipline may also be issued if review of the data within these parameters (180) seconds before and after the precipitating event) reveals misconduct, even if unrelated to the original purpose.

Any discipline resulting from the investigation of a "precipitating event" shall be consistent with "just cause" discipline principles. If the City believes that the information from the AVRS may support discipline of an employee, a copy of the recording will be provided to the employee no less than 24 hours before the disciplinary or investigative meetings with the employee.

The City may not pull any hard drive or media-recording device from a vehicle for the purpose of "targeted surveillance" or to randomly monitor employees for disciplinary action. The City may, however, monitor data recorded by the AVRS as part of a corrective action follow-up plan. Monitoring of this type must be approved by the Director of Transportation Services. The City must notify the Union when monitoring data recorded by the AVRS is part of a corrective action follow-up plan.

Personnel reviewing AVRS data will keep a detailed log of, date and time of hard drive pulled, audio and video reviewed, detailing the reason for the review, the operator being reviewed, the time and date of the video being reviewed, the date the video was actually reviewed, name of the individual reviewing the data, the time review starts and ends, exactly how much data was reviewed, and the results of the review.

Section 16:

When there is an opening, current operators who are off probation and are not on a performance improvement plan may volunteer to transfer between paratransit, fixed route, inspector or to Maintenance. Maintenance employees that have prior civil service rights to an operator position may volunteer to transfer to an open operator position (employees may not self-promote).

- A. On moving into the new position, the employee retains his/her employment seniority date for their new rate of pay.
- B. If the employee fails to successfully complete the training or probationary period, the employee may return to their former position if there is an opening unless the employee was terminated for cause.
- C. On completion of training, the employee shall receive the appropriate pay in their new job classification based on their years of seniority.

- D. The transferring employee will start at the bottom of the seniority list in the new job class.
- E. An employee who transfers to another position may request to voluntarily return to their previous classification at any time following the completion of their new probationary period. A vacancy must exist prior to a request being granted. The employee who returns will be paid according to the wage schedule to which they are returning.
- F. Employees seeking to transfer to Paratransit Operator after January 1, 2025, must have a DOT medical card that is valid for one-year. The requirement to obtain a DOT medical card shall be extended to any newly hired employee.

Section 17:

Bus Maintenance Persons who apply for the classifications Paratransit Operator or Bus Operator shall be eligible for time and service points in accordance with Civil Service rule 4.61.

Section 18:

The City of Everett will not mandate any vaccine for employees covered by this bargaining agreement unless it's required by state or federal mandate.

Section 19:

Any employee involved in a serious event that makes further operation of a vehicle or directing the movement of vehicles unadvised may request to have the remainder of that shift off with total compensation for the day with management approval.

ARTICLE 15 - WAGES

Section 1:

Operators working from the extra board will be paid for their platform time except when filling a regular run where they will be paid in accordance with Article 15, Section 11 and Section 12. When performing piece work, the operator will receive overtime pay for work performed after the start of the 11th hour of their work assignment.

Section 2:

No regular bus operator shall be allowed to do extra work as long as extra board drivers are available, with the exception of pre-planned events requiring multiple buses and operators, and where a special markup has been authorized. The City shall at all times endeavor to maintain an adequate extra board. Extra board operators will receive two (2) days off in each seven (7) days.

Extra board operators will be paid at least 70 hours in each 14-day pay period. Beginning January 1, 2026, extra board operators will be paid at least 75 hours in each 14-day period.

Holiday pay hours earned on an extra board operator's regular day off shall not count toward the extra board operator's guarantee.

Section 3:

Paratransit operators will be paid at least seventy (70) hours in each fourteen (14) day period with two (2) days off in each seven (7) days. Effective January 1, 2026, the seventy (70) hour minimum shall be increased to seventy-five (75) hours.

Paratransit operators who work on their scheduled day off shall receive one and one-half (1-1/2) times their regular wage. Hours worked on the scheduled day off shall not count toward the hour applicable guarantee stated above.

Section 4:

No bus operator or paratransit operator called in to work shall receive less than two (2) hours pay at straight time.

Bus and paratransit operators called back to work to drive a piece of work for which they were not pre-scheduled shall be paid a minimum of three (3) hours straight pay. This provision does not require the City to schedule pieces of work that are a minimum of three (3) hours. This provision does not apply to meetings and other non-driving work.

Section 5: See Appendix A for complete wage scale for 2025-2027

Wages – 2025:

Maintenance:

Effective January 1, 2025, all employees in the maintenance classification shall receive a five percent (5%) COLA and, in addition, a five percent (5%) market adjustment.

Operations (Fixed Route and Inspectors):

Effective January 1, 2025, all employees covered by these classifications shall receive a five and one half percent (5.5%) COLA increase.

Wages – 2026:

Effective January 1, 2026, all employees covered by this bargaining agreement shall receive a four and one half percent (4.5%) COLA.

Wages – 2027:

Effective January 1, 7, all employees covered by this bargaining agreement shall receive a wage adjustment in the amount of four percent (4%).

Paratransit Operator Wages:

Para Transit Operators shall be paid the following wage:

0-5 years of service – 90% of a fixed route operator wage

5-10 years of service – 95% of a fixed route operator wage

10+ years of service – 100% of a fixed route operator wage

A. Bus Maintenance, Range 02-014

PAY STEP	1	2	3	4	5
LENGTH OF TIME	0-6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
HOURLY RATE	SEE APPENDIX A				

B. Operators hired prior to January 1, 1999:

Position	Range	SEE APPENDIX A
Bus Operator	02-010	
Paratransit Operator	02-013	

C. Operators hired after January 1, 1999:

Bus Operator, Range 02-110

Pay Step	1	2	3	4	5	6	7
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37-48 Mos.	49-60 Mos.	61+ Mos.
HOURLY RATE	SEE APPENDIX A						

The position of Bus Operator Trainee has a maximum of thirty (30) days training and shall be paid at the first step of Bus Operator.

Paratransit Operator, Range 02-113

Pay Step	1	2	3	4	5
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
Hourly Rate	SEE APPENDIX A				

Paratransit Operator Trainee shall be paid at the first step of the Para Transit Operator per hour until the completion of training which will not exceed forty-five (45) working days.

Transit Inspectors

The position of Transit (Road) Inspector in the first year, or an Acting Inspector shall be paid fifteen percent (15%) higher per hour than the top step bus operator.

The position of Transit (Road) Inspector after the first year shall be paid 18% higher than the top step bus operator.

The Transit Inspector specialty positions for Training, Planning, and Scheduling shall be paid 5% above a second year Transit (Road) Inspector.

Scheduling, Planning, and Training Inspector positions will be filled from the ranks of Transit (Road) Inspectors at management's discretion based on objective criteria.

Transit inspectors that work alone shall be paid the Transit Inspector specialty rate of pay for all hours worked while they are the only inspector on duty.

Specialty inspector positions may be authorized to be filled by Management on a temporary basis. If an entire shift is worked the Transit (Road) Inspector will receive Transit Inspector specialty pay for that shift.

City and Union agree to discuss Inspector classifications and pay and selection process in labor management.

Longevity

A longevity schedule based on years of service for all employees listed in Article 4 shall be provided as follows:

After completion of 4 years, \$0.243 per hour
After completion of 8 years, \$0.395 per hour
After completion of 12 years, \$0.546 per hour
After completion of 16 years, \$0.697 per hour
After completion of 20 years, \$0.849 per hour
After completion of 24 years, \$1.001 per hour
After completion of 28 years, \$1.150 per hour

Longevity shall be calculated based on the employee's adjusted employment date.

The longevity amount listed above will be adjusted by the annual COLA each year, effective January 1, 2025.

Section 6:

Bus maintenance persons shall receive an additional five percent (5%) per hour for hours worked between 9:00 p.m. and 7:00 a.m. Employees assigned to work this shift will receive shift differential for the hours that fall between 9:00 PM and 7:00 AM (to include sick, vacation, holiday).

A Lead Bus Maintenance Person may be assigned by management to be a working crew leader of at least two (2) other Bus Maintenance Persons. Duties include directing and problem solving for assigned crew, identifying task assignments, resolving immediate on-site conflicts. A Lead Bus Maintenance Person will receive 10% pay above the individual's current hourly base wage.

Section 7:

Operators or Bus Maintenance employees who are requested by their supervisors to act as operator trainers shall be paid ten percent (10%) above their base rate per hour premium pay in addition to their regular hourly rate for the actual hour(s) the operator or bus maintenance person trainer spends in the trainer capacity.

Section 8:

Any operator with less than ninety (90) minutes between assignments shall be paid straight through at regular pay and he/she can be worked as an operator during the ninety (90) minutes or less between assignments.

Section 9:

Employees who serve on jury duty shall receive jury duty pay in accordance with City Policy.

Section 10:

Transit employees who are elected by the Union and attend Safety Improvement Committee meetings and the Accident Review Committee meetings shall be compensated at the employee's regular straight time rate of pay, or overtime rate of pay, depending on that employee's pay status.

Section 11:

Employees shall receive a guaranteed eight (8) hours pay for all regular runs.

Section 12:

When a bus operator's total work time exceeds eight (8) hours in any one (1) working day, time-and-one-half will be paid for all time worked in excess of eight (8) hours.

Section 13:

All members of the bargaining unit working regular runs which are not completed in consecutive hours shall receive additional pay for that time beyond eleven (11) hours that it is necessary to complete the run. This additional pay shall be at the rate of time-and-one-half the basic pay.

Split runs without spread time shall receive at least one (1) hour at time and one half.

Section 14:

All split runs in excess of eleven (11) hours spread shall be guaranteed a minimum of seven (7) hours and thirty (30) minutes regular pay within the eleven (11) hour spread. When the seven (7) hour and thirty (30) minute minimum guarantee applies, the overtime rate of pay shall be paid in addition to the guarantee.

Section 15:

Whenever more than one provision of this Agreement provides for payment at the rate of time-and-one-half, only the provision with the greatest amount of pay at the rate of time-and-one-half shall be applied. This rate shall be paid in addition to regular pay guarantees.

Section 16:

The language in the aforementioned sections is to serve two major purposes. The first purpose is to ensure that when one provision of the Agreement which provides for the payment at the rate of time-and-one-half applies, only the provision which provides for the greatest amount of pay at the rate of time-and-one-half would be applied in calculating pay.

The second purpose is to ensure when a guarantee applies such as seven (7) hours and thirty (30) minutes, that guarantee shall apply in addition to the time-and-one-half overtime rate.

Example:

1.	6:03 am - 11:55 am 2:30 pm - 4:55 pm	7:00 R 1:17 OT	Split without spread time
2.	10:30 am - 12:55 pm 2:00 pm - 7:15 pm	7:00 R 1:00 OT	Split without spread time
3.	5:57 am - 9:25 am 2:00 pm - 6:25 pm	7:30 R 1:28 OT	Split with spread time
4.	7:00 am - 9:55 am 1:25 pm - 8:00 pm	7:30 R 2:00 OT	Split with spread time
5.	7:00 am - 10:00 am 12:00 pm - 6:40 pm	8:00 R 1:40 OT	Split with spread time

ARTICLE 16 - SENIORITY

Section 1:

Working seniority (adjusted employment date) will be determined from the date of hire as an employee covered under Article 4 for the City provided such service is continuous. Working seniority applies only to City benefits, such as vacation accrual and longevity accrual.

Union seniority applies to days off, run selection, vacation bids, holiday bids, overtime, and revenue vehicle bidding (when applicable). Union seniority belongs to the Union. If there are any issues about union seniority, it shall be settled by the Union.

Section 2:

Seniority shall be recognized in the same classification of work and those having greater seniority shall be given preference as to work in the same position but shall not be in conflict with the rules of Civil Service as it applies to promotions. If there is a layoff in the operator series, prior paratransit operator time will be included in that individual's class of bus operator time for purposes of determining layoff seniority.

Section 3:

Seniority shall terminate by discharge from service or by voluntarily leaving the service of the Transit Division.

Section 4:

When and if it becomes necessary to lay-off any employee, the last person hired in each classification shall be the first laid off and the last person laid off shall be the first person hired when rehiring.

Section 5:

Employees under a medical leave of absence will not lose their seniority rights for one (1) year after their accrued sick leave is exhausted. During this period, the City has the right to require physician reports every 90 days, and to send the individual to a City-appointed physician. (See Article 11, Section 8.)

ARTICLE 17 - UNIFORMS

Section 1:

The City will furnish the first set of uniforms which all employees agree to wear. No visible garment which is not part of the uniform shall be worn by an employee without express consent of management.

Section 2:

New hires shall receive the following minimum issue of uniforms:

Operators/Inspectors

1 summer coat
1 windbreaker or sweater or vest
1 winter coat or summer coat lining/vest
9 shirts/blouses
5 slacks
Up to \$100 reimbursement for approved
Shoes

Maintenance

1 summer coat
1 winter coat or summer coat lining/vest
3 coveralls or 3 work pants
2 reflective hooded sweatshirts
Up to \$200 reimbursement for approved
shoes
2 Thermal Gear

Options on garments, such as style, material, etc., may only be changed when replacing an unserviceable garment and with the consent of management. The cost to change uniform garments as a result of size change shall be paid by the employee.

Section 3:

All Operators, Transit Inspectors, and Bus Maintenance:

The City shall arrange, through its uniform supplier(s), for employees to purchase replacement uniform garments. The City shall pay up to three hundred seventy-five dollars(\$375) per calendar year (via a supplier credit system) toward the cost of the uniforms from the City's supplier(s), uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria. For bus maintenance, the City shall pay up to five hundred (\$500) per calendar year toward the cost of uniforms, uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria.

In order to receive reimbursement, the employee must submit a paid receipt to the City on or before December 31st in the year in which the shoes were purchased or repaired. Any amount in excess of three hundred twenty-five dollars (\$375.00) shall be paid by the employee directly to the supplier. Optional City approved uniform garments (hats, gloves, etc.) may be paid for from the uniform allowance after initial uniform purchase. Uniform allowance for optional garments may be used in the second year of allowance and thereafter. A credit amount up to fifty dollars (\$50.00) may be carried over into the following calendar year.

New employees are not eligible for the full uniform credit during the calendar year in which they are hired. For the next calendar year, the uniform credit amount shall be pro-rated based upon the number of full months the employee was employed as an Operator or Bus Maintenance Person during the previous calendar year. No uniform credit may be used during the time an employee is on probation. The shoe allowance is not pro-rated in the first full year.

Section 4:

Type and color of uniforms will be determined by the City with merit given for the majority vote by the Union membership. City and Union will discuss in labor management and will address by policy the types of pants and shoes that will be allowed as part of the uniform.

Section 5:

Employees may wear the authorized standard Union emblem bearing the logo of Amalgamated Transit Union on their uniform lapel or hat.

Section 6:

All employees, while on the job, shall only wear shoes that meet the City's uniform policy criteria.

ARTICLE 18 - GRIEVANCES

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include, but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

Time periods between grievance steps may be extended by written mutual agreement of both parties.

Working days, for the express purpose of this Article, are defined to be Monday through Friday excluding holidays, Saturday and Sunday. In computing any period of time the working day following the act, event or default shall be counted as Day 1 for the purpose of determining the designated period of time applicable at that step.

1. If the Union Grievance Committee agrees that a grievance does exist, they and/or the aggrieved employee shall submit the grievance at step one to the Transportation Services Manager within fifteen (15) working days of the grievable action, with a copy of the alleged grievance going to the Director of Transportation Services.
2. If, within ten (10) working days after the receipt of the grievance, the Transportation Services Manager has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step two by submitting the grievance to the Director of Transportation Services. Step two shall be filed within (10) working days of receipt of the Transportation Services Manager's step one response. If no step one response was offered within ten (10) days of its filing, step two shall be filed within twenty (20) working days of the filing of the grievance at step one.
3. If, within ten (10) working days after the receipt of the grievance, the Director of Transportation Services has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step three by submitting the grievance to the Mayor. Step three shall be filed within ten (10) working days of receipt of the Director of Transportation Services' step two response. If no step two response was offered within ten (10) days of its filing, step three shall be filed within twenty (20) working days of the filing of the grievance at step two.
4. If, within ten (10) working days after the receipt of the grievance, the Mayor or his/her designee has not settled the grievance, the Union Grievance Committee and/or the employee may submit the grievance to an arbitration board to be determined in accordance with Section 5 of this Article. Notice of appeal must be made in writing to the Mayor within ten (10) working days after the Mayor's response, otherwise the right to grieve shall be deemed as waived. Each party within ten (10) working days will appoint their representative.
5. The moving party shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Union representatives will take turns striking names off the list of arbitrators until only one (1) person remains on the list. A coin flip shall determine whether the City

representative or the Union representative will strike the first name on the list. The arbitrator shall render a decision within thirty (30) working days after the close of the hearing, unless otherwise agreed. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Union agree that the decision of this Committee shall be final and binding upon both parties.

The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

ARTICLE 19 - NEGOTIATIONS NOTIFICATION

Should either party to this Agreement wish to inaugurate collective bargaining discussion over any proposed change they may wish to introduce into a subsequent Agreement, it is agreed that notice of the substance of the changes and language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to this Agreement not less than ninety (90) days before the termination of this Agreement. The parties receiving such notice of the desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

ARTICLE 20 - UNION OFFICIALS TIME OFF

City Business Union Officials Time Off: The City agrees to allow up to 100 working hours with pay each calendar year for Union officials or duly appointed representatives to conduct matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement. Pay for individuals using city union official's time off will be calculated at straight time.

Union Time Off Without Pay: The City also agrees to allow Union officials or duly appointed representatives to attend labor conferences or union business without pay but with full benefits. Union business shall not exceed five (5) working days for a single function.

Union Negotiation Team: The union negotiation team will receive an additional 100 hours of union officials time off for purposes of labor agreement negotiations for a successor agreement in the last year of the contract. The additional 100 hours shall be used exclusively for contract negotiations for a successor agreement.

Notification: Notification of the time off must be made in writing to the Director of Transportation Services signed by the Union President, at least three (3) working days in advance of the requested time off. Slots must be available in the vacation book.

ARTICLE 21 - ELECTION OF REMEDIES

The following limitation shall be applicable to this Agreement. In the event an employee elects to file a civil service appeal concerning his/her employment status or conditions, no grievance under this Agreement by or on behalf of the employee shall be filed or pursued to the extent the subject matter of the civil service appeal overlaps with any actual or potential grievance under this Agreement.

ARTICLE 22 - NO STRIKE CLAUSE

There shall be no strike or lock-out during the term of this Agreement.

ARTICLE 23 - EFFECTIVE DATE

WITNESSED this _____ day of _____, 2025

CITY OF EVERETT

AMALGAMATED TRANSIT UNION,
LOCAL 883

CASSIE FRANKLIN, Mayor

STEVE OSS, President

ATTEST:

Secretary

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Letter of Understanding 1
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883

The parties agree that Managers and Operations Supervisors relieving Operators for a revenue service trip in order to show appreciation and to build rapport does not violate Article 14 Section 4 of the Collective Bargaining Agreement.

The parties understand that it is valuable for Managers and Operation Supervisors to experience the challenges and realities of revenue service driving,

And recognizing that the willingness of a Manager or Supervisor to “take the wheel” while an Operator takes a break can benefit and strengthen City and ATU labor relations,

It is, therefore, agreed that with the Operator’s verbal consent, a Manager or Operations Supervisor may relieve an Operator and drive a revenue service trip for them while the Operator takes a break.

Agreement:

- Qualified Managers and Operations Supervisors may engage in this practice up to two times per week without Union approval.
- The Operator whose trip is being driven by the Manager or Operations Supervisor shall be fully compensated according to all applicable work rules while the Manager or Supervisor is driving.
- The parties agree that this practice will not be considered a violation of Article 14 Section 4 of the Collective Bargaining Agreement.
- The parties agree that either side may discontinue this practice at any time upon giving notice in writing to the other party.
- ATU 883 agrees not to file an Unfair Labor Practice (ULP) charge against the City regarding this practice if the City complies with the terms of this Letter of Understanding.

Letter of Understanding 1
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883

This Letter of Understanding (LOU) establishes the guidelines for those paratransit operators hired between January 1, 1999 and December 31, 2001 to become fixed route operators.

A. The following guidelines, as amended, are incorporated from the March 29, 2002 LOU.

B. Paratransit Operators hired between January 1, 1999 and December 31, 2001.

The following paratransit operators will retain their original date of hire as a paratransit operator for the purposes of bus operator pay, longevity, vacation, and working seniority:

Karl Neue-Lawson

Hire Date 9/27/99

C. All other Operators.

The language of Article 14, Section 17 will apply to all other Operators.

This Letter of Understanding supersedes the Letter of Understanding dated March 29, 2002.

APPENDIX A - WAGE TABLE

Appendix A

2025 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	31.08	32.47	33.90	35.42	37.01		
Bus Operator - after 1998	02-110	31.72	33.91	36.09	38.29	40.55		
Bus Operator - before 1999	02-010	x	x	x	x	40.55		
Bus Operator Trainee	02-011	31.72	x	x	x	x		
Paratransit Operator - after 1998	02-113	28.55	30.52	32.48	34.46	36.50	38.52	40.55
Paratransit Operator - before 1999	02-013	x	x	x	x	40.55		
Paratransit Operator Trainee	02-009	28.55	x	x	x	x		
Transit Inspector	02-012	46.63	47.85	50.24				

Longevity		COLA		
After		5.50%	4.50%	4.00%
# Years	2024	2025	2026	2027
4	0.230	0.243	0.254	0.264
8	0.374	0.395	0.413	0.430
12	0.518	0.546	0.571	0.594
16	0.661	0.697	0.728	0.757
20	0.805	0.849	0.887	0.922
24	0.949	1.001	1.046	1.088
28	1.090	1.150	1.202	1.250

2026 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	32.48	33.93	35.43	37.01	38.68		
Bus Operator - after 1998	02-110	33.15	35.44	37.71	40.01	42.37		
Bus Operator - before 1999	02-010	x	x	x	x	42.37		
Bus Operator Trainee	02-011	33.15	x	x	x	x		
Paratransit Operator - after 1998	02-113	29.84	31.90	33.94	36.01	38.13	40.25	42.37
Paratransit Operator - before 1999	02-013	x	x	x	x	42.37		
Paratransit Operator Trainee	02-009	29.84	x	x	x	x		
Transit Inspector	02-012	48.73	50.00	52.50				

2027 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	33.78	35.29	36.85	38.49	40.23		
Bus Operator - after 1998	02-110	34.48	36.86	39.22	41.61	44.06		
Bus Operator - before 1999	02-010	x	x	x	x	44.06		
Bus Operator Trainee	02-011	34.48	x	x	x	x		
Paratransit Operator - after 1998	02-113	31.03	33.17	35.30	37.45	39.65	41.86	44.06
Paratransit Operator - before 1999	02-013	x	x	x	x	44.06		
Paratransit Operator Trainee	02-009	31.03	x	x	x	x		
Transit Inspector	02-012	50.67	51.99	54.59				

City of Everett 2026 Property Tax Ordinances Hearing #1

November 5, 2025

2026 Property Tax Ordinances



1) Regular Property Tax Levy (General Fund)

The 2026 regular property tax levy estimate is \$42,382,111.06, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the regular levy, which equals \$419,624.86.



2) Emergency Medical Services (EMS) Property Tax Levy

The 2026 EMS property tax levy estimate is \$10,414,459.63, plus amounts made available from new construction, annexations, state-assessed utilities, and refund levies. The Ordinance includes a **one percent** increase in the EMS levy, which equals \$103,113.46.



2025 Property Tax Distribution

2025 Property Tax Distribution

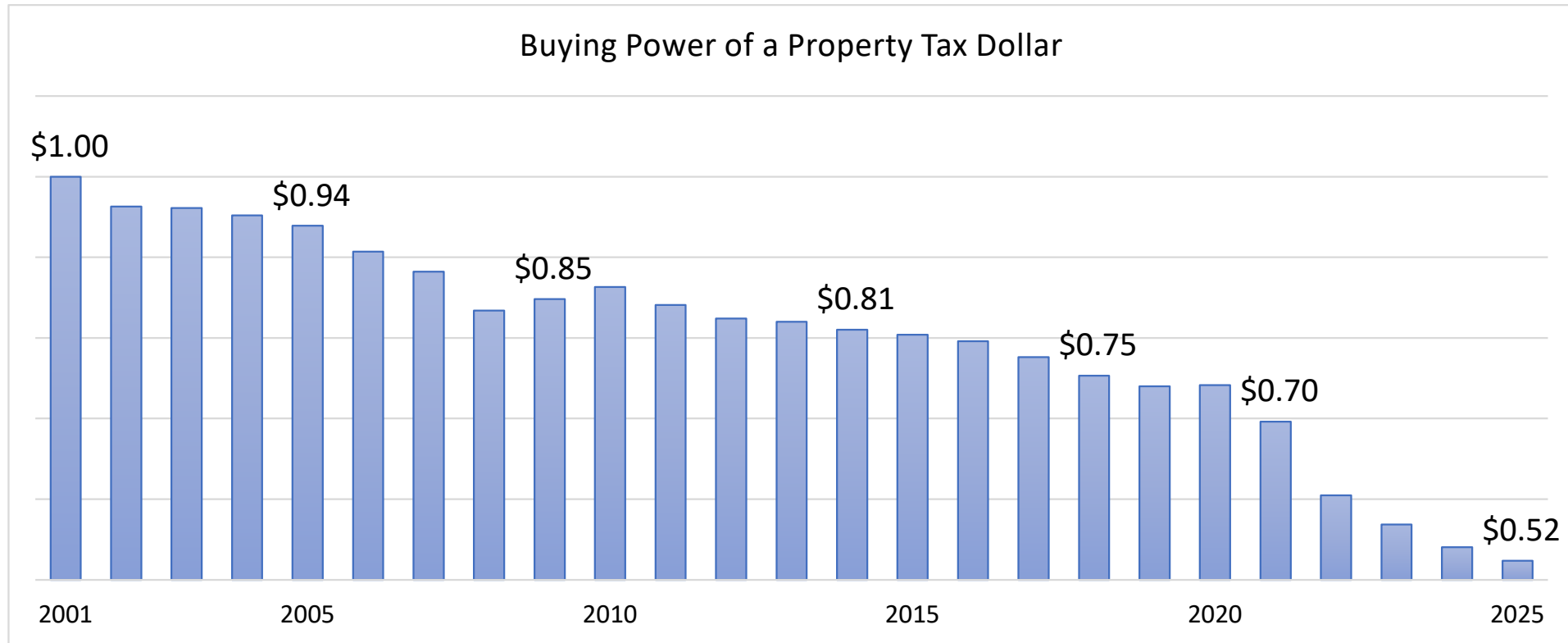
County Everett Regular Everett EMS Port RTA Schools



Source: Snohomish County Assessor 2025 Annual Report



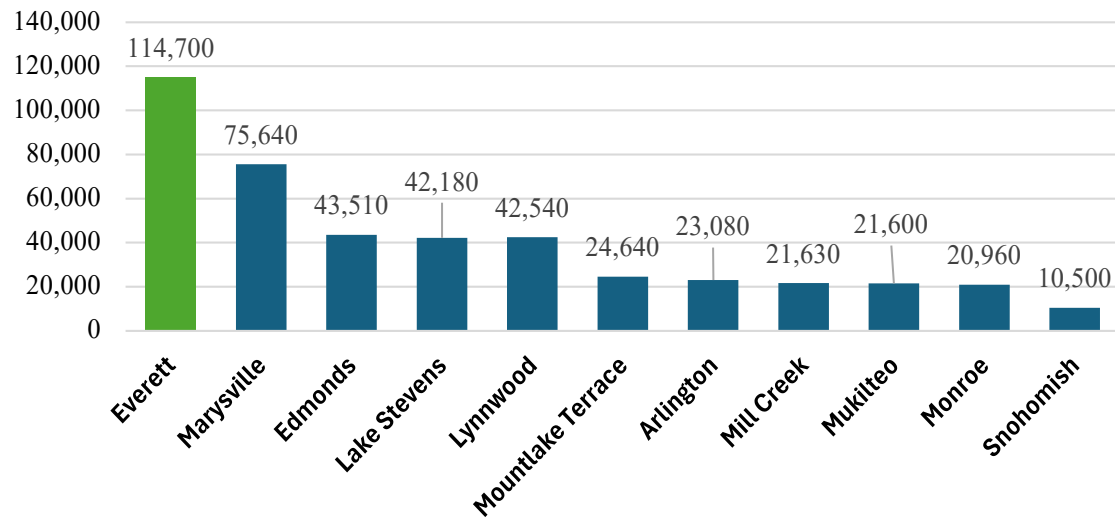
Property Tax Comparison



Property Tax Comparison

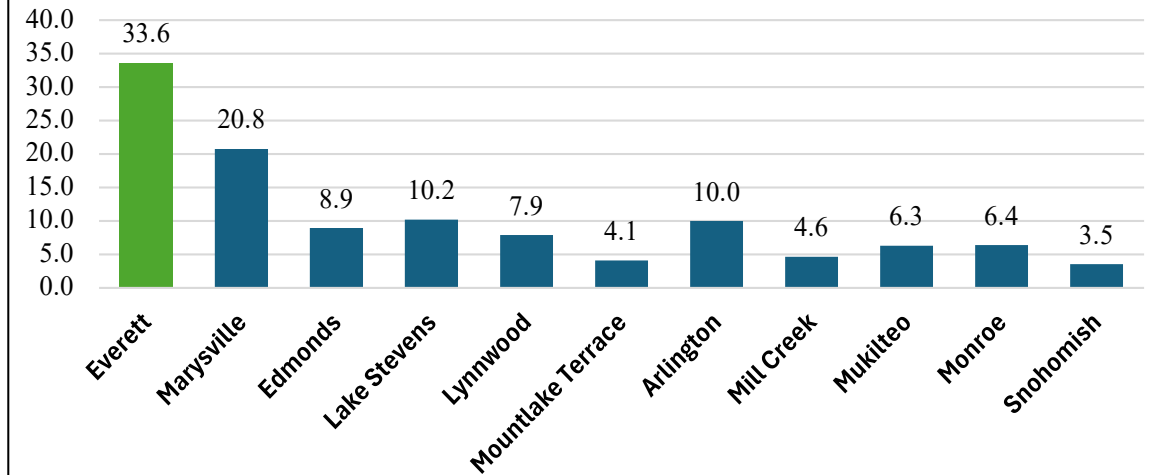


Population Served



Source: Washington State Office of Financial Management April 1, 2025 Official Population Estimates

Geographic Area Served (square miles)



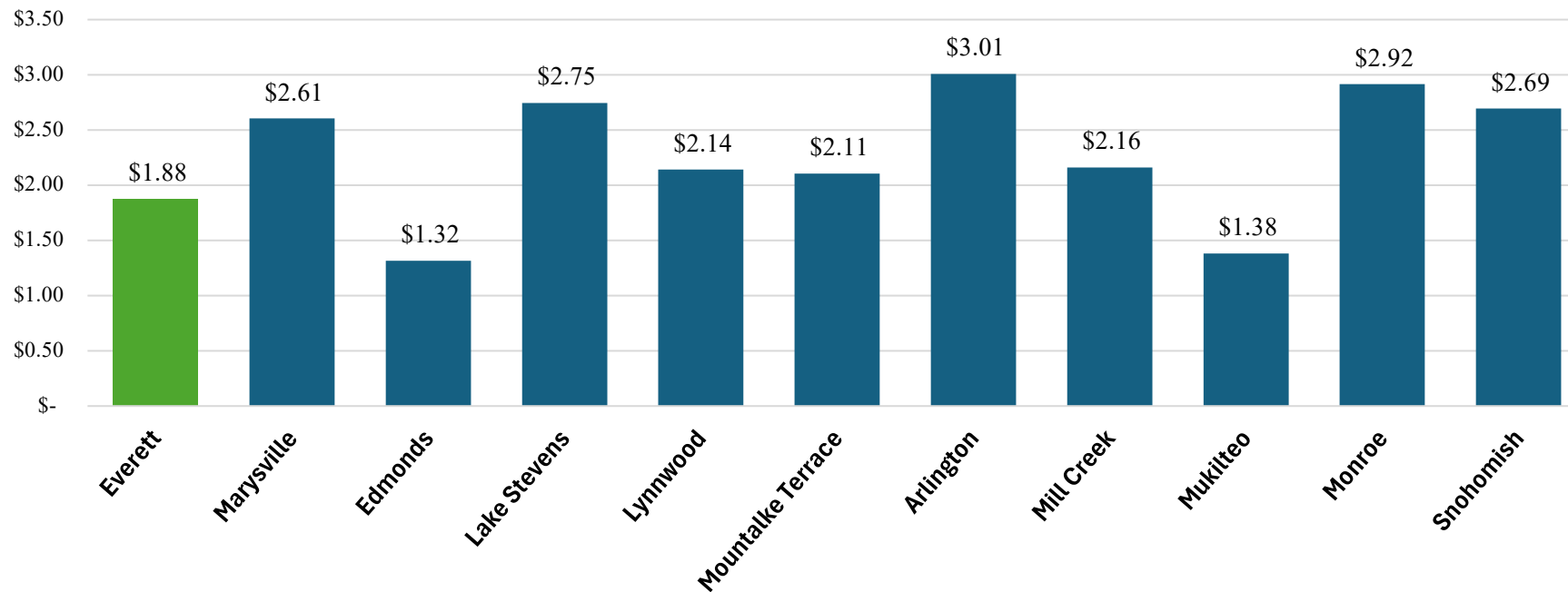
Source: Washington State Office of Financial Management April 1, 2025 Population Density and Land Area Estimates by City and Town



Property Tax Comparison



2025 Levy Rate for Core City Services



Core Services Include:

- Regular City Levy
- EMS Levy
- Fire Services Levy
- Library Services Levy

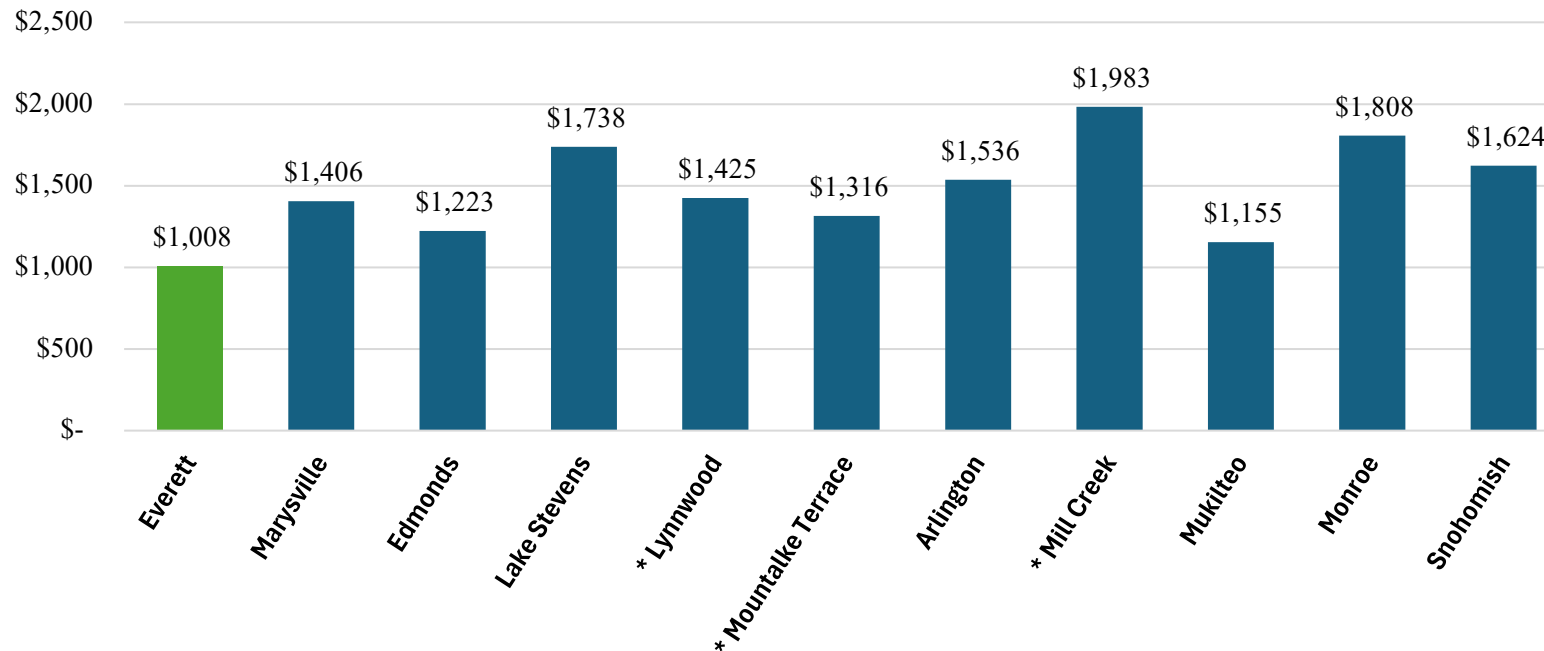
Source: Snohomish County Assessor 2025 Annual Report



Property Tax



2025 Property Tax Paid for Core City Services
Per Average Value Single Family Residence



City	Amount
Everett	\$ 1,008
Marysville	\$ 1,406
Edmonds	\$ 1,223
Lake Stevens	\$ 1,738
Lynnwood	\$ 1,425
Mountlake Terrace	\$ 1,316
Arlington	\$ 1,536
Mill Creek	\$ 1,983
Mukilteo	\$ 1,155
Monroe	\$ 1,808
Snohomish	\$ 1,624

*Includes a \$70.39 flat, annual fire benefit charge

Source: Snohomish County Assessor 2025 Annual Report, South Snohomish County RFA Fire Benefit Charge formula



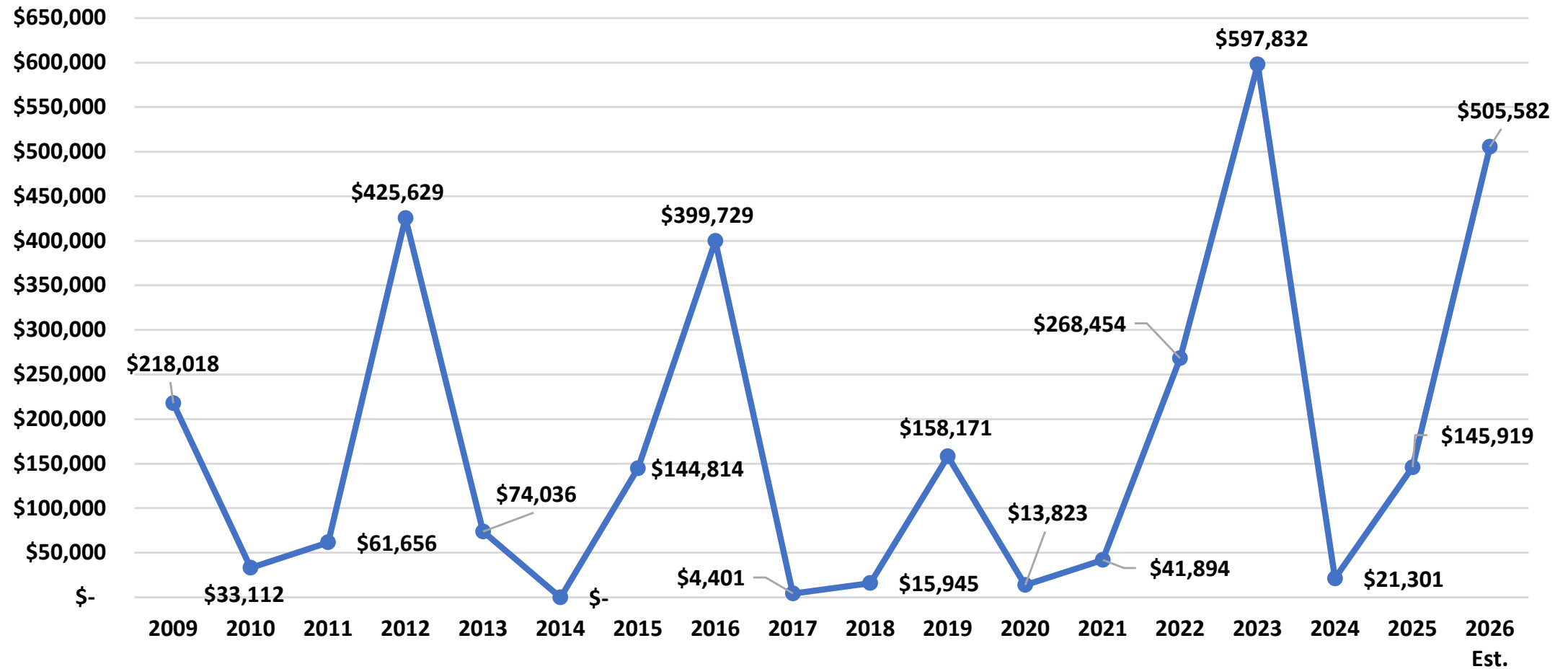
Value of New Construction History

VALUE OF NEW CONSTRUCTION ADDED TO TAX ROLLS
(IN MILLIONS)



Refund Levy History

REFUND LEVY HISTORY



Sample Annual Everett Property Tax Calculation

	2025	2026 Estimate	Percent Change
Total Assessed Value (AV)	\$ 27,847,087,386	\$ 29,228,472,245	4.96%
Average Residence AV	\$ 537,200	\$ 563,848	4.96%
Regular Levy Rate	\$ 1.51	\$ 1.47	
EMS Levy Rate	\$ 0.37	\$ 0.36	
Total Levy Rate	\$ 1.88	\$ 1.83	
Regular Levy Amount	\$ 809.50	\$ 828.92	
EMS Levy Amount	\$ 198.92	\$ 203.69	
Average Annual Payment	\$ 1,008.42	\$ 1,032.61	2.40%
Change from Regular Levy		\$ 19.42	
Change from EMS Levy		\$ 4.77	
Total Change		\$ 24.20	



DISCUSSION



City of Everett 2026 Proposed Budget Hearing #1

November 5, 2025





HIGHLIGHTS OF 2026 GENERAL GOVERNMENT EXPENDITURE CHANGES



Basis of Presentation

**2025
Original
Budget**



**2026
Proposed
Budget**

Citywide Revenue Categories

Fines and Penalties – less than 1%

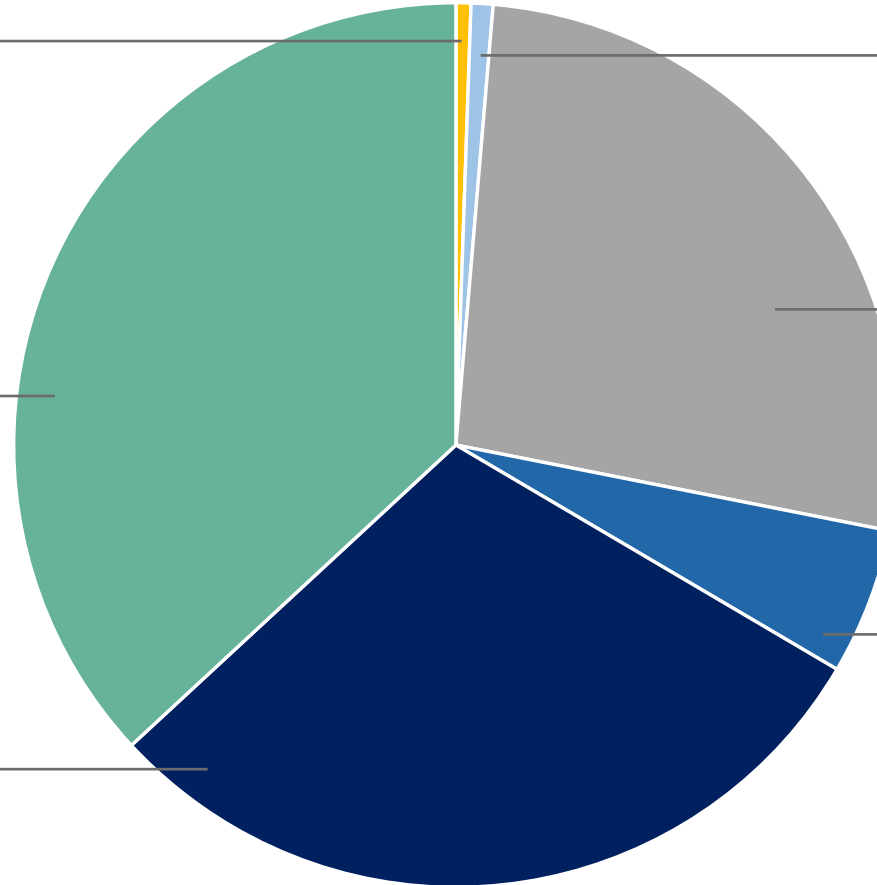
Traffic and non-traffic infractions and misdemeanors, parking fees, penalty assessments, code violations

Charges for Goods and Services – 37%

Utility revenues, transit fares, golf green fees, plan check fees, ambulance transport revenues, traffic mitigation fees, internal cost allocation

Taxes – 30%

Property tax, sales and use taxes, business and occupation tax, utility taxes, real estate excise tax, lodging tax, criminal justice sales tax, affordable and supportive housing sales tax, admissions tax, car tab fees, and other taxes



Licenses and Permits – less than 1%

Business licenses, cable franchise fees, development and construction permits, and other permits

Miscellaneous Revenues (Incl. Other Financing Sources) – 27%

Interest earnings, rents and leases, donations, insurance recoveries, surplus proceeds, custodial activities related to pensions. Operating transfers, payment in lieu of taxes (Utilities and Transit), bond proceeds, capital contributions

Intergovernmental Revenues – 5%

Grants, state-shared revenues and entitlements, Ground Emergency Medical Transport (GEMT) reimbursements, Medicare D subsidy



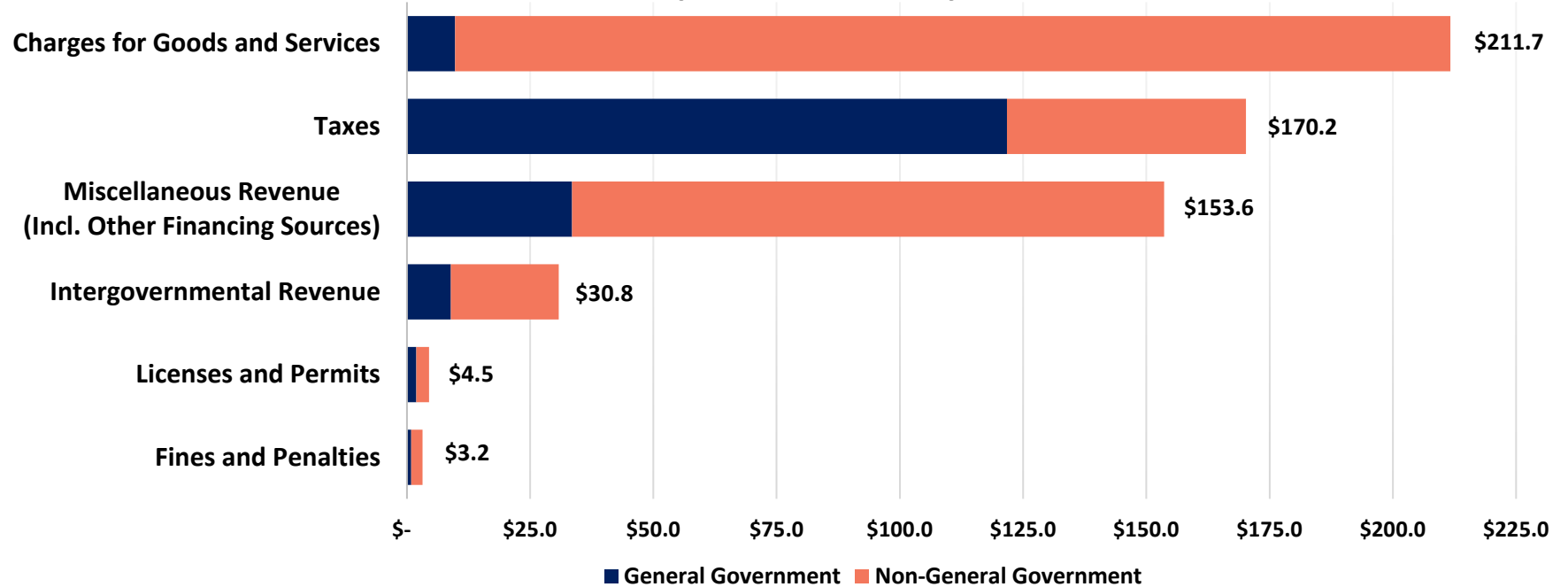
Citywide Revenue Budget

Citywide Revenue Budget:
\$574 million

**General Government
Revenue Budget:**
\$176.7 million

**Non-General Government
Revenue Budget:**
\$397 million

2026 CITYWIDE REVENUE FORECAST (IN MILLIONS)



Citywide Expenditure Budget



Housing,
transportation
& infrastructure

Water and Sewer Utility, Solid Waste Utility, Everett Transit, Engineering and Public Services, Streets, Community Housing Improvement Program, Community Development Block Grants Program, Motor Vehicle Operations



Safe
community

Police, Fire and Emergency Medical Services, Emergency Management, Legal, Municipal Court, Community Development, Animal Services



Responsive &
responsible
government

City Council, Administration, Human Resources, Finance, Information Technology, Planning, Facilities and Property Management



Economic,
workforce &
cultural vitality

Economic Development, Parks and Community Services, Municipal Arts, Golf



Engaged &
informed
community

Communications and Engagement, Library

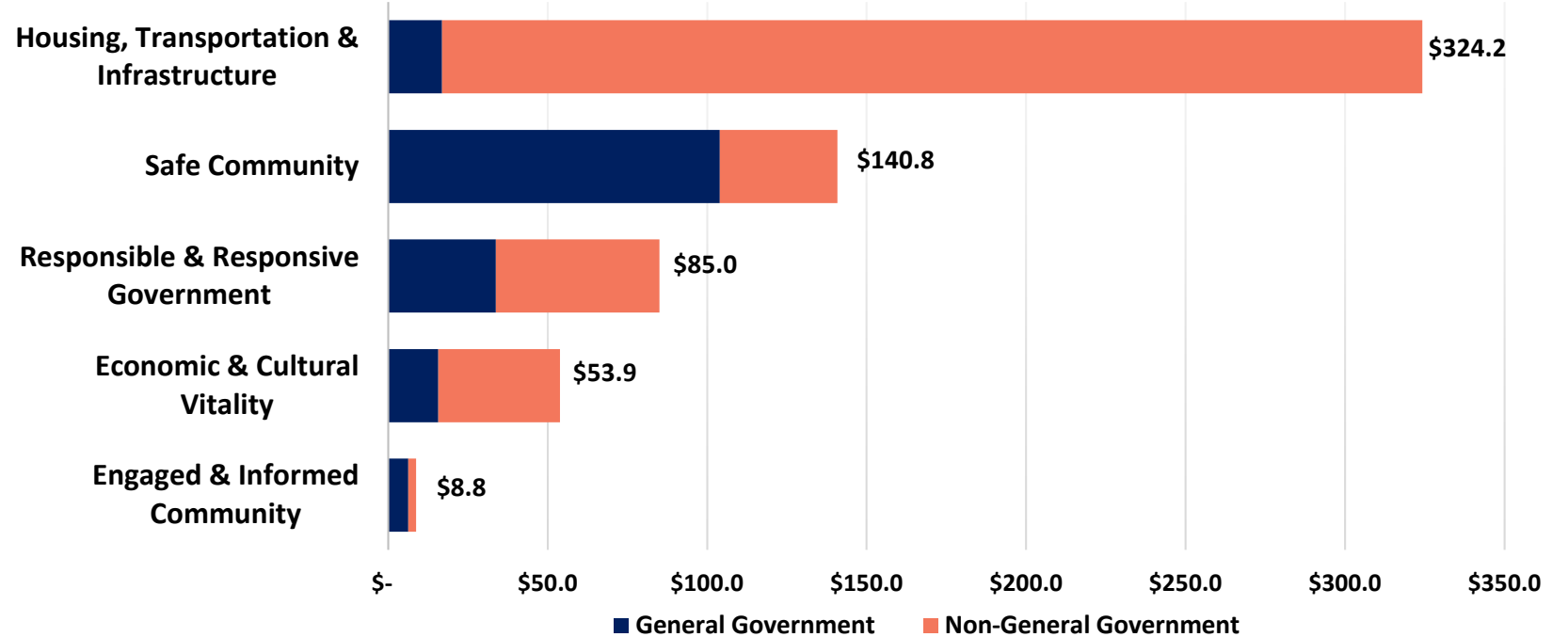
Citywide Expenditure Budget

2026 CITYWIDE EXPENDITURE BUDGET BY PRIORITY
(IN MILLIONS)

Citywide Expenditure Budget:
\$612.7 million

 **General Government
Expenditure Budget:**
\$176.7 million

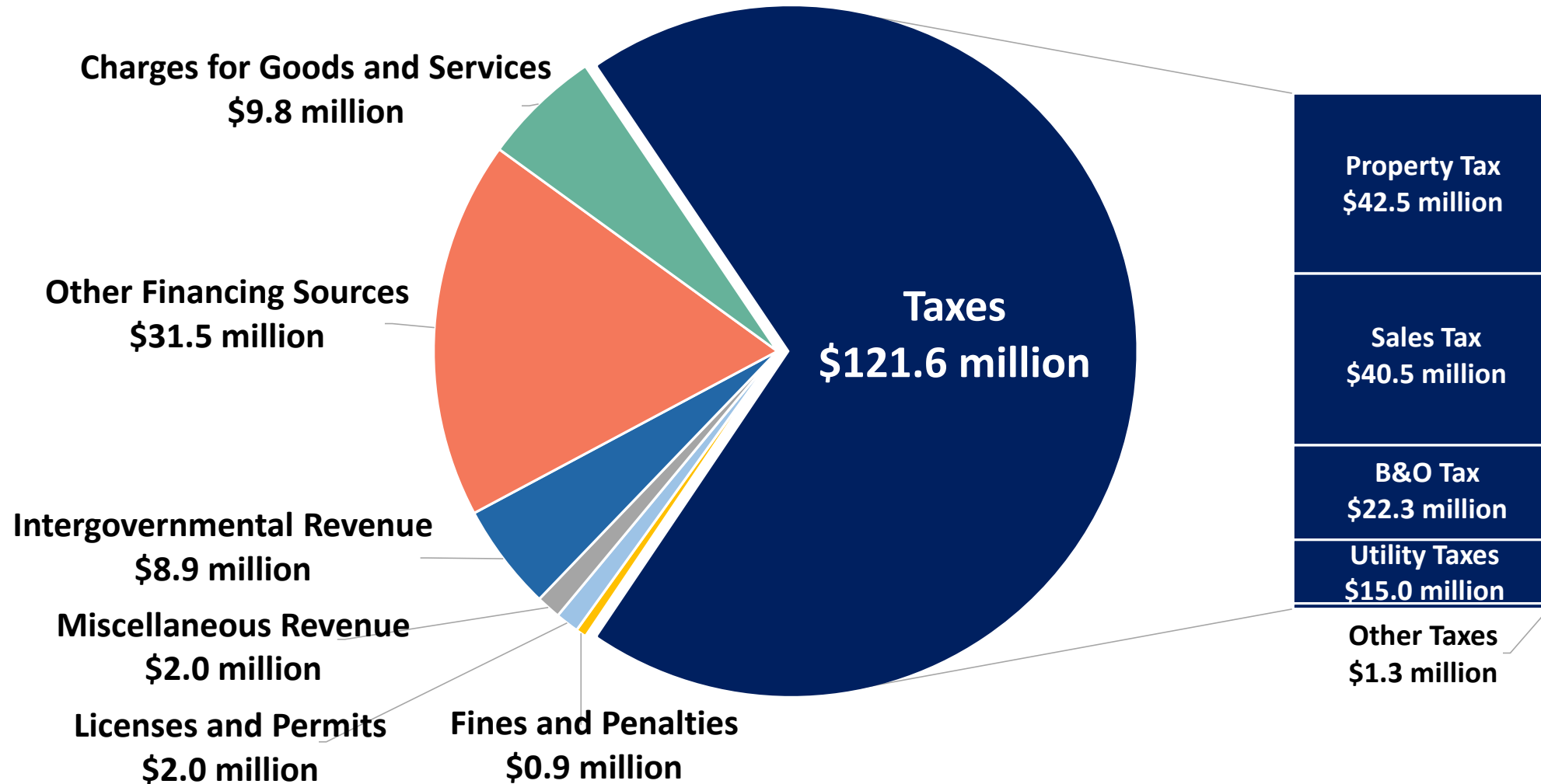
 **Non-General Government
Expenditure Budget:**
\$436.0 million



General Government Revenue Sources



General Government Revenue Budget: \$176.7 million



Department 001 – City Council



2026 Proposed Budget Changes

- Restore M&O contingency budget

Budget Comparison	
2025 Original	\$ 661,237
2026 Proposed	\$ 700,121

Regular FTEs	
2025 Original	8.00
2026 Proposed	8.00

Revenue Offset	
2026 Proposed	\$ -



Department 003 – Legal



2025 Mid-Year Changes

- Add 1.0 FTE Legal Administrator – succession planning and to support the indigent defense program (*Already approved by Council*)

Budget Comparison	
2025 Original	\$ 6,075,305
2026 Proposed	\$ 6,264,974

Regular FTEs	
2025 Original	18.00
2026 Proposed	19.00

Seasonal FTEs	
2025 Original	0.67
2026 Proposed	0.67

Revenue Offest	
2026 Proposed	\$ 838,068



Department 004 – Administration



2026 Proposed Budget Changes

- Reduce Executive Project Coordinator from 0.90 FTE to 0.80 FTE
- Restore M&O contingency budget

Budget Comparison	
2025 Original	\$ 1,661,958
2026 Proposed	\$ 1,723,525

Regular FTEs	
2025 Original	6.20
2026 Proposed	6.10

Revenue Offset	
2026 Proposed	\$ -



Department 005 – Municipal Court



2025 Mid-Year Changes

- Add 1.0 FTE Municipal Court Commissioner (*Already approved by Council*)

2026 Proposed Budget Changes

- Increase 2 Municipal Court Security Officer from 0.65 FTE to 1.0 FTE

Budget Comparison	
2025 Original	\$ 2,951,801
2026 Proposed	\$ 3,251,863

Regular FTEs	
2025 Original	19.85
2026 Proposed	21.55

Revenue Offset	
2026 Proposed	\$ 533,218



Department 007 – Human Resources



2026 Proposed Budget Changes

- One-time budget adjustment from M&O to labor budget to cover seasonal pay for planned absence support

Budget Comparison	
2025 Original	\$ 2,194,270
2026 Proposed	\$ 2,221,979

Regular FTEs	
2025 Original	12.50
2026 Proposed	12.50

Seasonal FTEs	
2025 Original	-
2026 Proposed	0.19

Revenue Offset	
2026 Proposed	\$ 911,265



Department 009 – Non-Departmental



2026 Proposed Budget Changes

- Increase Snohomish County 911 fees for dispatch and radio services
- Increase LEOFF 2 retirement plan contributions
- Increase General Government utilities
- Increase contributions to Motor Vehicle and Equipment Replacement Reserve Fund 126
- Increase net contributions to self-insurance fund (premiums, tort, workers' compensation, unemployment)
- Increase contributions to Property Management Fund 146
- Increase labor contingency

Budget Comparison	
2025 Original	\$ 28,080,623
2026 Proposed	\$ 29,785,459

Regular FTEs	
2025 Original	-
2026 Proposed	-

Revenue Offset	
2026 Proposed	\$ -



Department 009 – Non-Departmental



2026 Proposed Budget Changes (Cont.)

- Transfer dues for Alliance for Housing Affordability to Community Development
- Reduce net contributions to IT reserve for maintenance contracts, replacement reserve, and software maintenance contracts
- Reduce contributions to the Telecommunications Fund
- Dues reduced for Office of Minority & Women's Business Enterprises in accordance with Washington Administrative Code
- Reduce contributions to Capital Improvement Program 1 (CIP 1) due to higher contributions in 2025

Budget Comparison	
2025 Original	\$ 28,080,623
2026 Proposed	\$ 29,785,459

Regular FTEs	
2025 Original	-
2026 Proposed	-

Revenue Offset	
2026 Proposed	\$ -



Department 010 – Finance



2025 Mid-Year Changes

- Reclass positions to reflect work assignments
- Reduce overtime pay

Budget Comparison	
2025 Original	\$ 4,081,730
2026 Proposed	\$ 4,167,925

Regular FTEs	
2025 Original	26.00
2026 Proposed	26.00

Revenue Offset	
2026 Proposed	\$ 1,560,475



Department 015 – Information Technology



2025 Mid-Year Changes

- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- Add 1.0 FTE Accounting Technician
- Reduce overtime pay
- Increase seasonal pay

Budget Comparison	
2025 Original	\$ 4,721,955
2026 Proposed	\$ 4,686,585

Regular FTEs	
2025 Original	24.56
2026 Proposed	25.56

Seasonal FTEs	
2025 Original	0.50
2026 Proposed	0.50

Revenue Offset	
2026 Proposed	\$ 1,741,724



Department 018 – Communications & Engagement



2026 Proposed Budget Changes

- Increase Communications Director from 0.90 FTE to 1.0 FTE
- Reduce seasonal pay

Budget Comparison	
2025 Original	\$ 866,342
2026 Proposed	\$ 886,595

Regular FTEs	
2025 Original	4.40
2026 Proposed	4.50

Seasonal FTEs	
2025 Original	0.30
2026 Proposed	0.15

Revenue Offset	
2026 Proposed	\$ -



Department 021 – Community Development



2026 Proposed Budget Changes

- Reduce 2.0 FTE Community Support Specialist/Social Worker (Fire)
- Reduce 2.0 FTE Community Support Specialist/Social Worker (Police)
- Reduce 1.0 FTE Community Support Specialist/Social Worker (Library)
- Reduce 1.0 FTE Community Outreach Specialist (Library)
- Reduce 1.0 FTE Case Management Coordinator
- Add 5.0 FTE Community Support Crisis Responder
- Add 1.0 FTE Community Support - Prevention Specialist
- Add 1.0 FTE Community Support Care Specialist

No net change in total FTEs for this program

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 021 – Community Development



2026 Proposed Budget Changes (Cont.)

- 1.0 FTE Special Projects Manager interdepartmental transfer from Planning to Community Development
- Transfer M&O budget from Planning to Community Development - Housing activity
- Transfer dues for Alliance for Housing Affordability to Community Development
- Reduce uniform budget

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 021 – Planning



2025 Mid-Year Changes

- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- 1.0 FTE Special Projects Manager interdepartmental transfer from Planning to Community Development
- Transfer M&O budget from Planning to Community Development - Housing activity

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 021 – Economic Development



2026 Proposed Budget Changes

- Increase Economic Development Director from 0.80 FTE to 1.0 FTE

Budget Comparison	
2025 Original	\$ 5,234,473
2026 Proposed	\$ 5,404,666

Regular FTEs	
2025 Original	31.25
2026 Proposed	31.45

Revenue Offset	
2026 Proposed	\$ 1,622,940



Department 024 – Engineering & Public Services



2025 Mid-Year Changes

- Add 1.0 FTE Building Inspector (*Already approved by Council*)
- Reduce 1.0 FTE Engineering Technician
- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- Increase Traffic Operations Supervisor from 0.50 FTE to 1.0 FTE - succession planning
- Increase overtime pay
- Reduce differential pay and seasonal pay
- Increase uniform budget
- Eliminate M&O increase for SS4A and HSIP grant-funded projects

Budget Comparison	
2025 Original	\$ 10,832,187
2026 Proposed	\$ 10,245,706

Regular FTEs	
2025 Original	56.75
2026 Proposed	57.25

Seasonal FTEs	
2025 Original	2.50
2026 Proposed	1.50

Revenue Offset	
2026 Proposed	\$ 539,604



Department 026 – Animal Services



2026 Proposed Budget Changes

- Transfer 0.15 FTE Assistant Parks & Recreation Director from Parks & Community Services Fund 101 to Animal Services Department 026
- Transfer 0.10 FTE Parks & Recreation Director from Parks & Community Services Fund 101 to Animal Services Department 026
- Increase seasonal pay

Budget Comparison	
2025 Original	\$ 2,462,110
2026 Proposed	\$ 2,565,109

Regular FTEs	
2025 Original	17.00
2026 Proposed	17.25

Seasonal FTEs	
2025 Original	2.00
2026 Proposed	3.50

Revenue Offset	
2026 Proposed	\$ 1,616,883



Department 030 – Emergency Management



2026 Proposed Budget Changes

- Increase Director of Emergency Management from 0.80 FTE to 1.0 FTE
- Increase seasonal pay

Budget Comparison	
2025 Original	\$ 344,908
2026 Proposed	\$ 397,528

Regular FTEs	
2025 Original	1.60
2026 Proposed	1.80

Seasonal FTEs	
2025 Original	-
2026 Proposed	0.40

Revenue Offset	
2026 Proposed	\$ -



Department 031 – Police



2025 Mid-Year Changes

- Restore 2.0 FTE Parking Enforcement Officers (*Already approved by Council*)
- Reclass position to reflect work assignments

2026 Proposed Budget Changes

- Increase Deputy Police Chief from 0.50 FTE to 1.0 FTE
- Increase overtime, differential, and other pay
- Increase uniform budget
- Eliminate one-time increase for Lateral Incentive Program
- Transfer M&O budget to Engineering and Public Services Department 024 for code enforcement costs previously budgeted in Police Department 031

Budget Comparison	
2025 Original	\$ 51,111,227
2026 Proposed	\$ 51,824,516

Regular FTEs	
2025 Original	255.50
2026 Proposed	258.00

Revenue Offset	
2026 Proposed	\$ 5,723,775



Department 032 – Fire



2025 Mid-Year Changes

- Reclass position to reflect work assignments

2026 Proposed Budget Changes

- Transfer 0.30 FTE Assistant Fire Chief to Emergency Medical Services Fund 153
- Reclass positions to reflect work assignments
- Increase overtime, and other pay
- Reduce differential pay
- Increase uniform budget
- One-time increase to M&O – Live fire training costs

Budget Comparison	
2025 Original	\$ 28,049,861
2026 Proposed	\$ 28,034,735

Regular FTEs	
2025 Original	122.40
2026 Proposed	121.50

Revenue Offset	
2026 Proposed	\$ 1,615,000



Department 038 – Facilities and Property Management



2026 Proposed Budget Changes

- Transfer 0.30 FTE Parks & Recreation Director from Parks and Community Services Fund 101 to Facilities and Property Management Department 038
- Reduce differential pay
- Transfer M&O budget from Facilities and Property Management Department 038 to Parks and Community Services Fund 101

Budget Comparison	
2025 Original	\$ 4,453,042
2026 Proposed	\$ 4,545,784

Regular FTEs	
2025 Original	27.50
2026 Proposed	27.80

Revenue Offset	
2026 Proposed	\$ 1,237,297



Fund 101 – Parks & Community Services



2025 Mid-Year Changes

- Reclass position to reflect work assignments

2026 Proposed Budget Changes

- Transfer 0.20 FTE Parks & Golf Manager from Golf Fund 440 to Parks and Community Services Fund 101
- Transfer 0.30 FTE Administrative Coordinator from Parks and Community Services Fund 101 to Golf Fund 440
- Transfer 0.70 FTE Financial Analyst from Parks and Community Services Fund 101; allocate 0.50 FTE to Golf Fund 440 and 0.20 FTE to Motor Vehicle Fund 501
- Transfer 0.25 FTE Assistant Parks & Recreation Director from Parks and Community Services Fund 101; allocate 0.15 FTE to Animal Services Department 026 and 0.10 FTE to Golf Fund 440

Budget Comparison	
2025 Original	\$ 7,233,414
2026 Proposed	\$ 7,039,702

Regular FTEs	
2025 Original	37.20
2026 Proposed	35.55

Seasonal FTEs	
2025 Original	11.60
2026 Proposed	12.10

Revenue Offset	
2026 Proposed	\$ 1,279,980



Fund 101 – Parks & Community Services



2026 Proposed Budget Changes (Cont.)

- Transfer 0.60 FTE Parks & Recreation Director from Parks and Community Services Fund 101; allocate 0.10 FTE to Animal Services Department 026, 0.30 FTE to Facilities and Property Management Department 038, 0.10 FTE to Golf Fund 440, and 0.10 FTE to Motor Vehicle Fund 501
- Transfer M&O budget from Facilities and Property Management Department 038 to Parks and Community Services Fund 101
- Increase M&O – Program 052, Special Projects
- Increase overtime and seasonal pay

Budget Comparison	
2025 Original	\$ 7,233,414
2026 Proposed	\$ 7,039,702

Regular FTEs	
2025 Original	37.20
2026 Proposed	35.55

Seasonal FTEs	
2025 Original	11.60
2026 Proposed	12.10

Revenue Offset	
2026 Proposed	\$ 1,279,980



Fund 110 – Library



2026 Proposed Budget Changes

- Add 1.0 FTE Circulation Assistant II
- Add 0.50 FTE Librarian I
- Reclass position to reflect work assignments
- Increase differential pay
- Reduce seasonal pay
- Increase M&O

Budget Comparison	
2025 Original	\$ 5,067,639
2026 Proposed	\$ 5,186,037

Regular FTEs	
2025 Original	31.30
2026 Proposed	32.80

Seasonal FTEs	
2025 Original	2.00
2026 Proposed	0.38

Revenue Offset	
2026 Proposed	\$ 22,350



Fund 112 – Municipal Arts



2026 Proposed Budget Changes

- Restore cultural arts grant program
- Increase theatre management contract fee

Budget Comparison	
2025 Original	\$ 688,624
2026 Proposed	\$ 755,458

Regular FTEs	
2025 Original	1.70
2026 Proposed	1.70

Revenue Offset	
2026 Proposed	\$ 436,957

Fund 114 – Conference Center



2026 Proposed Budget Changes

- Reduce debt service per debt schedule

Budget Comparison	
2025 Original	\$ 396,993
2026 Proposed	\$ 368,933

Revenue Offset	
2026 Proposed	\$ 367,852



Fund 119 – Street Improvements



2026 Proposed Budget Changes

- Increase arterial streets project budget
- Increase street overlay project budget

Budget Comparison	
2025 Original	\$ 3,085,342
2026 Proposed	\$ 3,170,268

Revenue Offset	
2026 Proposed	\$ 2,615,520



Fund 120 – Streets



2026 Proposed Budget Changes

- Increase overtime pay
- Increase uniform budget
- Increase cost allocation budget

Budget Comparison	
2025 Original	\$ 3,410,300
2026 Proposed	\$ 3,521,811

Regular FTEs	
2025 Original	25.55
2026 Proposed	25.55

Revenue Offset	
2026 Proposed	\$ 1,667,306





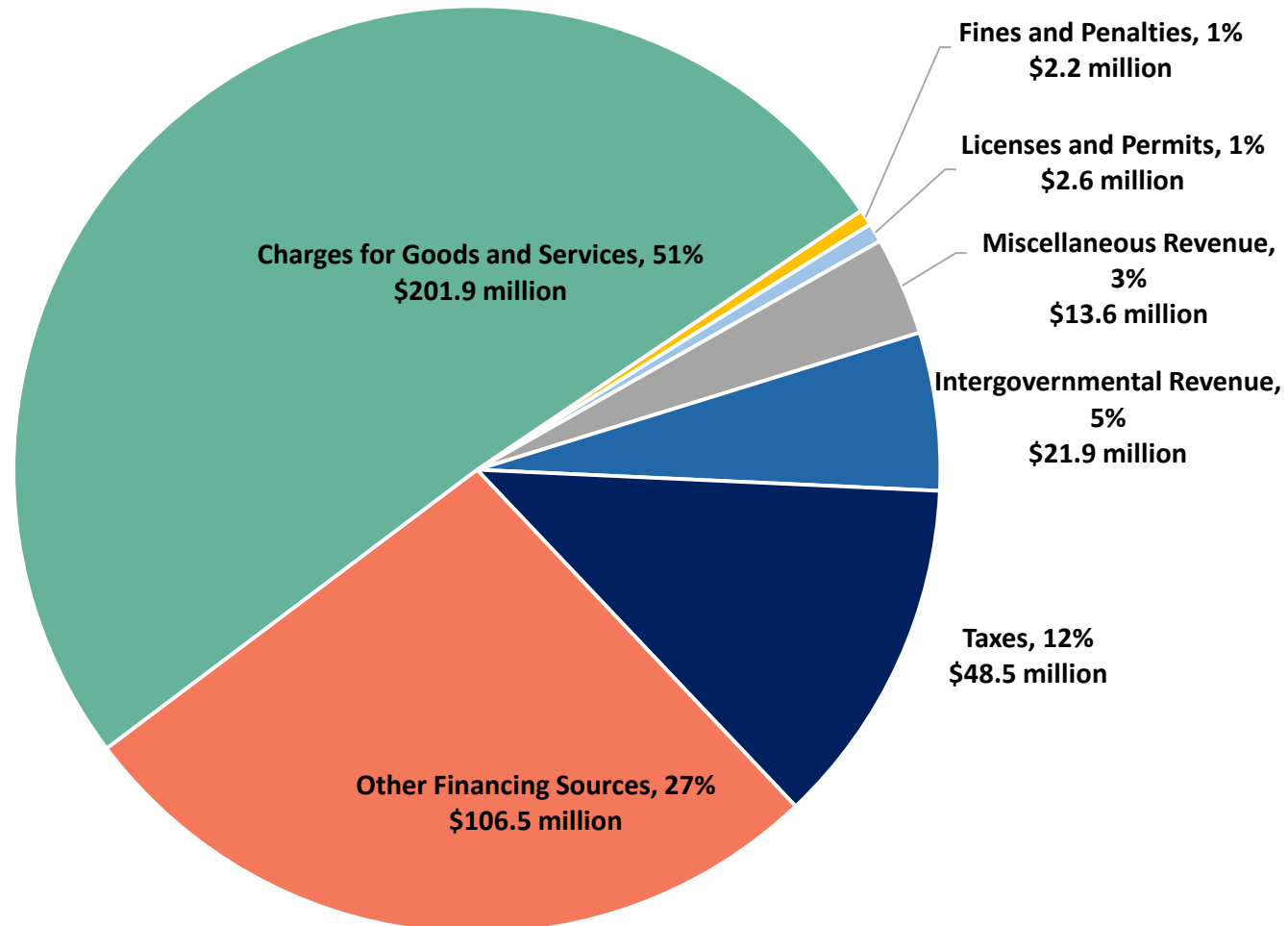
HIGHLIGHTS OF 2026 **NON-GENERAL** **GOVERNMENT** EXPENDITURE CHANGES



Non-General Government Revenue Sources



Non-General Government Revenue Budget: \$397.2 million



Fund 153 – Emergency Medical Services



2026 Proposed Budget Changes

- Allocate 0.30 FTE Fire Division Chief - shared position with Fire Department 032
- Allocate 0.30 FTE Communications & Marketing Manager - shared position with Fire Department 032
- Transfer 0.30 FTE Assistant Fire Chief from Fire Department 032 to Emergency Medical Services Fund 153
- Reclass position to reflect work assignments
- Increase overtime, and other pay
- Reduce differential pay

Budget Comparison	
2025 Original	\$ 20,899,371
2026 Proposed	\$ 21,415,423

Regular FTEs	
2025 Original	74.60
2026 Proposed	75.50



Fund 197 – Community Housing Improvement Program (CHIP)



2026 Proposed Budget Changes

- Increase uniform budget

Budget Comparison	
2025 Original	\$ 1,339,158
2026 Proposed	\$ 1,101,641

Regular FTEs	
2025 Original	2.60
2026 Proposed	2.60

Fund 401 – Water & Sewer Utility



2025 Mid-Year Changes

- Add 1.0 FTE Water Quality Analyst (*Already approved by Council*)
- Add 1.0 FTE Industrial Waste Inspector (*Already approved by Council*)
- Increase Utilities Maintenance Technician I from 0.50 FTE to 1.0 FTE
- Reclass positions to reflect work assignments

2026 Proposed Budget Changes

- Add 1.0 FTE Water Quality Technician
- Add 1.0 FTE Project Coordinator
- Increase seasonal pay
- Increase uniform budget
- Reduce differential pay

Budget Comparison	
2025 Original	\$ 269,094,456
2026 Proposed	\$ 242,426,268

Regular FTEs	
2025 Original	245.20
2026 Proposed	249.70

Seasonal FTEs	
2025 Original	9.25
2026 Proposed	8.50

A \$26.6 million decrease from the original 2025 budget, attributed to the planned issuance of a \$150 million Water and Sewer revenue bond in 2025



Fund 402 – Solid Waste Utility



2026 Proposed Budget Changes

- Reclass position to reflect work assignments
- Reduce M&O

Budget Comparison	
2025 Original	\$ 2,892,155
2026 Proposed	\$ 1,675,013

Regular FTEs	
2025 Original	0.60
2026 Proposed	0.60

A \$1.2 million decrease from the original 2025 budget due to no significant repairs or maintenance planned for 2026



Fund 425 – Everett Transit



2026 Proposed Budget Changes

- Add 1.0 FTE Security Officer
- Add 1.0 FTE Administrative Coordinator
- Transfer 0.50 FTE Office Assistant from Everett Transit Fund 425 to Motor Vehicle Fund 501 - reclassified as an Office Specialist
- Assign 0.50 FTE Fleet Maintenance Supervisor from Everett Transit Fund 425 to Motor Vehicle Fund 501 to better reflect operational alignment
- Reclass positions to reflect work assignments
- Reduce differential pay
- Reduce uniform budget

Budget Comparison	
2025 Original	\$ 60,438,107
2026 Proposed	\$ 46,725,591

Regular FTEs	
2025 Original	160.60
2026 Proposed	161.60

A \$13.7 million reduction from the original 2025 budget, due to planned capital purchases in 2025 for equipment such as heavy-duty buses, paratransit vehicles, electric charging infrastructure, etc.



Fund 440 – Golf



2026 Proposed Budget Changes

- Add 4.0 FTE Maintenance Technicians in lieu of 4 nine-month day laborer positions
- Reclass positions to reflect work assignments
- Assign 0.50 FTE Fleet Maintenance Supervisor from Golf Fund 440 to Motor Vehicle Fund 501 to better reflect operational alignment
- Transfer 0.10 FTE Assistant Parks & Recreation Director from Parks and Community Services Fund 101 to Golf Fund 440
- Transfer 0.10 FTE Parks & Recreation Director from Parks and Community Services Fund 101 to Golf Fund 440
- Transfer 0.20 FTE Parks & Golf Manager from Golf Fund 440 to Parks and Community Services Fund 101
- Increase overtime pay
- Reduce seasonal pay

Budget Comparison	
2025 Original	\$ 6,127,630
2026 Proposed	\$ 6,358,779

Regular FTEs	
2025 Original	8.70
2026 Proposed	13.00

Seasonal FTEs	
2025 Original	8.00
2026 Proposed	5.00



Fund 501 – Motor Vehicles



2026 Proposed Budget Changes

- Establish 1.0 FTE Office Specialist - consolidate and reclassify the former 0.50 FTE Office Assistant positions in Everett Transit Fund 425 and Motor Vehicle Fund 501
- Assign 0.50 FTE Fleet Maintenance Supervisor positions from Everett Transit Fund 425 and Golf Fund 440 to Motor Vehicle Fund 501 to better reflect operational alignment
- Transfer 0.20 FTE Financial Analyst from Parks and Community Services Fund 101 to Motor Vehicle Fund 501
- Transfer 0.10 FTE Parks & Recreation Director from Parks and Community Services Fund 101 to Motor Vehicle Fund 501
- Reduce differential pay
- Increase uniform budget

Budget Comparison	
2025 Original	\$ 9,894,559
2026 Proposed	\$ 9,295,713

Regular FTEs	
2025 Original	22.10
2026 Proposed	23.90

Seasonal FTEs	
2025 Original	0.50
2026 Proposed	0.50



DISCUSSION



From: info studiodonna.com <info@studiodonna.com>
Sent: Thursday, October 23, 2025 5:49 PM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] CB 2509-53

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I am writing to express support for CB 2509-53, extending the buffer zone ordinance before it expires this year.

As a downtown business owner, I've seen significant improvements downtown in the last two years. The buffer zones have helped

improve the vibrancy and well-being of downtown. I've also seen alot less vandalisum and people on the street corners. And may I

say discreetly, much less excrement as well.

We were at the breaking point before the buffer zone went in. It's hard to explain how discouraging and stressful it became.

I certainly feel for these folks and give where I can to help, but we can't sustain a welcoming downtown core, if we go back to the

way it was.

I urge you to vote in favor of Council Bill 2509-53.

Thank you.

Donna Perrigo, Studio Donna

Thanks,

From: Elee Wood <EleeW@imaginecm.org>
Sent: Tuesday, October 28, 2025 5:26 PM
To: DL-Council; Cassie Franklin; Angela Ely
Subject: [EXTERNAL] Imagine Children's Museum support for CB 2509-53

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I am writing to express support for CB 2509-53, extending the buffer zone ordinance before it expires this year. The implementation of this ordinance has proven to have a very positive effect for museum visitors and operations.

As a major anchor of downtown that draws more than a quarter million family visitors each year, it is important that we are seen as a safe and secure location. Since the implementation of the ordinance the museum has had significantly fewer complaints from visitors and staff have had to place fewer calls to emergency services and police. We have seen dramatic improvements downtown in terms of cleanliness, foot traffic, and an overall positive environment. The buffer zones have helped create a better perception of downtown and continue to build the well-being of our community.

Prior to the ordinance inception, Imagine Children's Museum faced regular issues of trespassing, open drug use, public indecency, and trash around the museum properties. Some of these instances included threatening behavior toward children on field trips and families visiting the museum. Those issues are now generally non-existent.

Establishing the buffer zones has also meant the opportunity to provide greater supports from care teams and social workers to work with vulnerable populations and seek solutions that provide important resources for those who are in need. We fully believe that everyone deserves to live in a safe, vibrant community. To that end we must support the needs for everyone from the business community and residents to vulnerable and high-need populations. Establishing buffer zones supports community members living and working near these locations and creates a safe environment for those receiving assistance.

I urge you to vote in favor of Council Bill 2509-53.

Thank you for your consideration of this important issue in our community.

Sincerely,
Elee Wood

Chief Executive Officer
Imagine Children's Museum
imaginecm.org

From: Colby Avenue Tattoo <colbyavetattoo@gmail.com>
Sent: Tuesday, November 4, 2025 8:25 PM
To: DL-Council
Subject: [EXTERNAL] Regarding CB 2509-53

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I am writing to express support for CB 2509-53, extending the buffer zone ordinance before it expires this year.

As a downtown business owner, I've seen significant improvements downtown with increased cleanliness, foot traffic, and an overall positive environment. The buffer zones have helped with this momentum and continue to be an important way to increase the vibrancy and well-being of our community.

We must support our business community, residents, and vulnerable population. Establishing buffer zones supports community members living and working near these locations and creates a safe environment for those receiving assistance.

Thank you for your attention to these matters. I urge you to vote in favor of Council Bill 2509-53

Frank Salinger, Owner
Colby Avenue Tattoo
2712 Colby Avenue
Everett, WA 98201
(425) 658-2271

From: John Phillips <phillijo@msn.com>
Sent: Wednesday, November 5, 2025 9:35 AM
To: Cassie Franklin; Paula Rhyne; Donald Schwab; Ben Zarlingo; Elizabeth Vogeli; Mary Fosse; Judy Tuohy; Scott Bader; DL-Council
Subject: [EXTERNAL] CB 2509-53 Extending the Buffer Zones

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Council Members,

We are writing as concerned residents in Everett to express our strong support for extending the “no sit, no lie” rule to include areas surrounding shelters, treatment centers, schools, libraries, and business corridors.

We believe that public sidewalks must remain accessible for everyone—families, shoppers, seniors, people with disabilities, and business patrons. When sidewalks are blocked by encampments or used as makeshift living spaces, it not only jeopardizes public safety but also denies access to those who depend on clear pathways for daily life. We’ve seen firsthand how cluttered sidewalks can deter customers and create barriers for those who need ADA access.

We know that some critics claim enforcement of “no sit, no lie” ordinances criminalizes homelessness. In our view, this is a misunderstanding. The intent is not to punish poverty, but to address behaviors that harm shared spaces and threaten the well-being of the entire community. No one is cited for simply being unhoused; enforcement is directed toward blocking rights-of-way, public drug use, or refusing to move from clearly marked zones.

Ultimately, the status quo does not serve anyone well. Decades of well-intentioned, feelings-first policies have failed to reduce addiction or street disorder. These approaches have normalized situations that are unsafe and unsustainable—for those living on the streets and for the broader community alike. We need a balanced approach that combines compassion with accountability: outreach and services paired with clear, enforceable boundaries.

Extending the “no sit, no lie” rules and supporting them with well-marked signage, consistent outreach, and a straightforward path into treatment, detox, and shelter will help ensure that services reach those who need them most. It also protects clients and staff at shelters and clinics, who deserve safe access to their facilities. This is not just about enforcement—it’s about creating stable, predictable environments where help can be offered and received effectively.

We urge you to extend the buffer rule and empower our police and social worker teams. Everett’s sidewalks and streets are for everyone, and we owe it to our residents, businesses, and vulnerable populations to maintain order and compassion together. Please prioritize public safety and functional streets by extending the “no sit, no lie” rule.

Thank you for your service and your commitment to making Everett a safe and welcoming city for all.

Sincerely,

John & Lisa Phillips

Everett, Washington

November 5th, 2025

Dear City Council,

I am writing to advocate for not extending the no sit, no lie buffer zone.

There has been so much good work done to address issues that arise from the struggles of our unhoused population. While public safety is absolutely necessary, the buffer zone implementation has a negative impact.

Our duty as both human beings and as community members is to support the healthy trajectory of people's lives. By extending this law, we are asking the question "How can we protect ourselves from you?" The question we need to be asking is "How can we come together as a community and help you?"

I am lucky. I grew up in a stable household with two parents who loved me. Many of the unhoused have suffered abuse, have lived with parents who had an undiagnosed mental health condition—often self-medicating for relief. And it's often multi-generational. Some of us need more help.

As it stands, the unhoused symbolize our willingness to forget the plight of some of our neighbors. We don't have to choose between criminalizing public camping and extending services. The solutions lie in collaboration. We can choose to come together with intention and relentlessly pursue a solution. So that all of our citizens feel safe and cared for.

Imagine if we convened citizens, nonprofits, those with lived experience, and the city to find a better way. Start some pilot projects. At Everett Recovery Café, we've learned that human growth jump starts when people feel valued. As it stands, the buffer zone communicates the opposite. Let's change that. Let's be the city that figured it out. It might not happen overnight. But it will happen, if we begin, and we commit.

"It is impossible to find the best way to do anything. The best way to find the best idea is to have lots of ideas."

~J.D. Rockefeller

Wendy Grove

Founder, Everett Recovery Cafe