Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, November 12, 2025
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 5, 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 $7,355,188.87 For The Period Ending October 25, 2025, Through October 31, 2025.

Documents:

RES_CLAIMS PAYABLE 10.31.25.PDF

(2) Authorize The Mayor To Sign The Amended Interlocal Agreement With Snohomish County, With A "Not To Exceed" Amount Of $200,000.00.

Documents:

SNOHOMISH COUNTY TECH SERVICES ILA AMENDMENT 3.PDF

(3) Authorize A Professional Service Agreement With Reid Middleton To Provide Design Services For The City Of Everett Police Department Boathouse Project.

Documents:

POLICE DEPARTMENT BOATHOUSE PROJECT PSA.PDF

(4) Accept The Washington State Office Of Public Defense RCW Chapter 10.101.070 Grant In The Amount Of $90,930 For An 18-Month Period From January 1, 2026 To June 30, 2027, And Authorize The Mayor Or Mayor's Designee To Sign All Necessary Documents Related To This Grant Award.

Documents:

IAA26051_EVERETT (OPD GRANT AGREEMENT 26-27).PDF

(5) Authorize The Mayor To Sign Contract Amendment No. 2 To Extend Village Theatre's Management Of The Everett Performing Arts Center For Two Additional Years.

Documents:

EVERETT PERFORMING ARTS CENTER VILLAGE THEATRE MANAGEMENT AMENDMENT 2.PDF

(6) Authorize The Mayor To Sign The 2026 PGSF Site Construction Water Quality Grant Agreement With The Washington State Department Of Ecology In The Amount Not To Exceed $10,000,000.00.

Documents:

DOE_PORT GARDNER STORAGE FACILITY_GRANT AGREEMENT.PDF

(7) Authorize The Submittal And Authorization For The Mayor To Sign All Necessary Documents And Agreements With The Department Of Commerce For The Salmon Recovery Grant For Tree Policy Updates.

Documents:

DEPARTMENT OF COMMERCE_SALMON RECOVERY GRANT_LETTER OF COMMITMENT.PDF

BRIEFING, PUBLIC HEARING & PROPOSED ACTION ITEMS:

(8) CB 2510-59 – 2nd 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

(9) CB 2510-61 – 2nd 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

(10) CB 2510-60 – 2nd 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

PROPOSED ACTION ITEMS:

(11) CB 2510-62 – 2nd 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

(12) CB 2510-63 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Evergreen Way Drainage Improvements" Fund 336, Program 051. (3rd & Final Reading 12/3/25)

Documents:

CB 2511-63.PDF

ACTION ITEM:

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

Documents:

CB 2510-58.PDF

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

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

AGENDAS, BROADCAST AND RECORDINGS

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- Watch live meetings and recordings at YouTube.com/EverettCity.

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 25, 2025 through October 31, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

Fund	Department	Amount	Fund	Department	Amount
001	City Council	4,750.00	101	Parks & Recreation	19,912.70
002	General Funds	(9,563.98)	110	Library	15,143.14
003	Legal	5,840.00	112	Municipal Arts	1,132.11
009	Misc Financial Funds	29,797.42	120	Public Works - Streets	21,104.99
010	Finance	1,419.58	126	MV-Equip. Replacement Reserve	106,683.53
015	Information Technology	3,035.56	130	Develop & Const Permit Fees	150.00
018	Communications, Mktg & Engag	4,253.83	138	Hotel/Motel Tax Fund	10,000.00
021	Planning & Community Dev	8,079.07	146	Property Management	17,780.54
024	Public Works-Engineering	82,156.40	152	Cum Res/Library	906.03
031	Police	3,053.79	153	Emergency Med Svc	16,189.43
038	Facilities Maintenance	10.45	155	Capital Reserve Fund	46,805.16
			156	Criminal Justice	73,195.99
			197	CHIP Loan Program	26,114.58
			303	Public Works Impr. Projects	2,800,616.00
	TOTAL GENERAL FUND	**$ 132,832.12**	336	Water & Sewer Sys Improv Project	2,213,205.56
			342	City Facilities Const.	246,472.64
			354	Parks Capital Const.	360,349.69
			401	Public Works-Utilities	483,862.44
			425	Public Works-Transit	623,204.30
			430	Everpark Garage	347.28
			440	Golf	65,981.34
			501	MVD - Trans Services	53,832.12
			503	Self-Insurance	273.00
			505	Computer Reserve	766.50
			507	Telecommunications	5,161.82
			637	Police Pension	736.99
			638	Fire Pension	12,428.87
				TOTAL CLAIMS	**7,355,188.87**

Councilperson introducing Resolution

Passed and approved this ________day of ___________, 2025

Council President ________________________________

EVERETT | City Council Agenda Item Cover Sheet

Project title: Snohomish County Technology Services Interlocal Agreement Amendment for Internet Access

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Snohomish County Tech Services ILA Amendment 3_SD

Department(s) involved:
Information Technology

Contact person:
Chris Fadden

Phone number:
425-257-7701

Email:
cfadden@everettwa.gov

Initialed by:
CF
Department head

Administration

Council President

Project:	Interlocal Agreement with Snohomish County for Information Technology Services Amendment 3
Partner/Supplier:	Snohomish County
Location:	N/A
Preceding action:	None
Fund:	507/Telecom

Fiscal summary statement:

Internet connection: $15,056 paid through the 507/Telecom fund. No additional budget required.

Project summary statement:

The City uses an Internet connection hosted by Snohomish County for staff and web services to access the Internet. The current annual cost of the connection is not reflective of our current bandwidth usage.

The amendment will increase the five-year “not to exceed” amount from $110,000 to $200,000 and the annual Internet access cost from $4,560 to $14,400. The 5% administration fee will also increase from $564 to $1,056.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the amended Interlocal Agreement with Snohomish County, with a “not to exceed” amount of $200,000.00.

COUNTY DEPARTMENT:	Department of Information Technology
CONTACT PERSON:	Viggo Forde, Director
ADDRESS:	3000 Rockefeller Ave. Everett, WA 98201
TELEPHONE/EMAIL:	(425) 388-3703 / viggo.forde@snoco.org
PUBLIC AGENCY:	City of Everett
AGENCY CONTACT PERSON:	Chris Fadden, Information Technology Director
ADDRESS:	2309 Wetmore Avenue, Everett, WA 98201
TELEPHONE/EMAIL:	(425) 257-7701 /cfadden@everettwa.gov
PROJECT:	Information Technology Services
AMOUNT:	As specified in Work Orders not to exceed $200,000 for the five (5) year life of the Agreement
FUND SOURCE:	City of Everett
CONTRACT DURATION:	December 11, 2025 through December 10, 2030

INTERLOCAL AGREEMENT BETWEEN CITY OF EVERETT AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter "County" or "SCIT") and City of Everett (hereinafter "Agency") for the purpose of SCIT providing information technology services to Agency.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, Chapter 2.350 of the Snohomish County Code (SCC) provides for SCIT to provide for information services, information processing, software and purchased information services to public agencies and cash-on-delivery customers; and

WHEREAS, Agency is a "public agency" as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, Agency requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software.

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

1. Scope of Information Technology Services:

   a. The County will provide information technology goods and information processing services as agreed upon in Work Order (WO). Each WO shall be executed by the County Executive, or designee, and an authorized agent for Agency, and subject to the general terms and conditions of this Agreement. Each WO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:

      A. Provide space in the Meet-Me-Room rack to mount Agency's network equipment in the SCIT data center;

      B. Provide cross-connects to connect to other agencies or services located in the SCIT data center;

      C. Assist in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Agency; provide Internet Service Provider (ISP) services;

      D. Coordination of the planning, management, control, operation, and use of information services, backbone network, telecommunications, information processing, equipment, purchased services and proprietary software required by Agency;

      E. Provide Orthoimagery through Snohomish County's agreement with EagleView (Pictometry International Corp.).

2. Contract Maximum: All Work Orders executed under this ILA shall not exceed an aggregate total of $200,000.00.

3. TREATMENT OF ASSETS: COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO AGENCY BY THE COUNTY ARE FURNISHED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN A WO FOR SERVICE.

Agency Data: "Agency Data" means the data provided or input by or on behalf of Agency, and User or Affiliate of Agency or any authorized Third-Party User for use with the services. Agency shall own all rights, title and interest in and be completely responsible for the Agency Data, which shall never be deemed to be property of the County, even if delivered or incorporated therewith into any custom software or service provided by the County. The County shall have no responsibility whatsoever for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Agency Data, and the County shall not review, monitor or check the Agency Data except as necessary to provide the service to Agency. The County shall not be responsible for, or liable, in any way, for the deletion, destruction, damage, breach or loss of any Agency Data through no fault of the County or its providers.

Property: Title to all property furnished by the County shall remain in the County. Title to all property purchased by Agency for which Agency is not reimbursed by the County shall remain the property of Agency. Title to all property purchased by Agency for which Agency is reimbursed by the County and is used as a component of services provided under this Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant WO or this Agreement.

Any property of the County furnished to Agency shall, unless otherwise provided in this Agreement, or approved by the County, be used only for the performance of this Agreement or a WO. Agency shall be responsible for any loss or damage to County property that County furnishes to Agency.

If County property is lost, destroyed, or damaged, Agency shall immediately notify the County and shall take all reasonable steps to protect the property from further damage.

Surrender of Property: Agency shall surrender to County all property belonging to County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Agency all property of Agency upon completion, termination, or cancellation of this Agreement.

4. Time of Performance: Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.

5. Compensation: At no additional cost to Agency, Agency may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated WO developed from initial estimates or quotations.

Agency will pay County for services provided hereunder and as set out in WOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect on the date of execution of this Agreement, unless the specific quotation described in the WO provides otherwise. Rate and Fee schedules are subject to change. The most current rate and fee schedule supersedes and replaces all previous published rate and fee schedules.

The County will submit an invoice or advice of charge to Agency annually in advance. Payment is due in full 30 days after receipt of the invoice by Agency and becomes delinquent sixty (60) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. If Agency fails to pay a WO invoice more than ninety (90) days past due, and fails to cure the same within 5 days written notice of the County, the County may terminate this Agreement or an applicable WO. Amounts disputed by Agency under Section 8 of this Agreement are not subject to late payment charges.

6. Obligations of Agency are as follows: As to all new Agency acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Agency shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCIT and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Agency shall make payment to County of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

7. Mutual Covenants: Agency will promptly notify the County in writing of issues regarding invoices, or of services which Agency believes do not conform with the agreed upon terms of this Agreement and/or WO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

Except as set forth in Section 5 of this Agreement, the parties shall attempt to resolve any issues arising under this Agreement and/or any applicable WO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.
Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of Agency during the term of this Agreement.

8. County Review and Approval: Upon submittal of any request to execute a WO or to perform optional services under any executed WO, the County may, following review by the SCIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

   At the outset of performance of each WO, or during performance of the WO to the extent the same is modified by the Parties, the County will either accept or reject Agency's systems and services as listed in the WO. The County will not invoice Agency until the County has accepted service and/or system delivery responsibility, and the WO has been approved per Section 1 of this Agreement. Agency is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

9. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Agency shall keep all records required by this Agreement in accordance with statutory archival requirements.

10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, Agency shall hold harmless, indemnify, and defend, at its own expense, SCIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Agency's collection, disclosure, maintenance, use or the breach of Agency Data, or its performance of this Agreement, including claims by Agency's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

    Subject to the liability limitations stated in Section 11 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Agency, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, except loss for data breach, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Agency, its elected and appointed officials, officers, employees or agents.

    Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Agency and County, including claims by Agency's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Agency and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will County or Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Agency under this Agreement or any WO hereunder, even if the County or Agency has been advised of the possibility of such damages. IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY STATUTORY OBLIGATIONS, CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO BREACH AND/OR LOSS OF DATA NOT CAUSED BY THE COUNTY, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE COUNTY UNDER THIS AGREEMENT OR ANY SUPPLEMENTAL WORK ORDER HEREUNDER, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICES, LOSS OF THE SERVICES, OR ANY OTHER LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTION SUCH DATA OR CLAIMS BY THIRD PARTIES.

12. Insurance:

12.1 Agency may self-insure against such risks in such amounts as are consistent with good practice or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 48.62 RCW, which shall provide liability coverage for the liabilities contractually assumed. by Agency in this Agreement. **OR**

12.2

a. Agency shall maintain continuously for the duration of this Agreement the following insurance minimum limits of liability and meet the requirements below:

  (i) **Commercial General Liability** written on an occurrence form at least as broad as ISO CG 00 01 with minimum limits of liability of $1,000,000 each occurrence, $2,000,000 General Aggregate, $2,000,000 Products/Completed Operations Aggregate, $1,000,000 Personal/Advertising Injury Liability, $1,000,000 Damage to Premises, $1,000,000 each accident/disease—policy limit/disease—each employee stop gap/Employer's Liability;

  (ii) **Cyber Liability** Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, as well as credit monitoring expenses.

b. Insurance Provisions and Requirements.

1. The insurance coverages required in this Agreement for all liability policies except Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Agency in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

(ii) Agency's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

12.3.

a. The deductible and/or self-insured retention of the policies shall not limit or apply to Agency's liability to the County and shall be the sole responsibility of Agency.

b. Agency's maintenance of insurance or self-insurance as required by this Agreement shall not be construed to limit the liability of Agency to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities or obligations assumed by Agency under this Agreement.

d. Agency shall insure that any Subcontractor and all others performing any work under this Agreement shall obtain insurance appropriate to the services being provided and in amounts sufficient to cover the risks posed by such work.

13. Compliance with Laws: The County and Agency shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement. Agency will comply with SCIT procedures and policies related to technology management and use of applicable County systems, applications and services, including but not limited to ensuring all users complete annual cyber security training.

14. Non-assignment: The County and Agency shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.

15. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or WO and the text of this Agreement, the text of this Agreement shall prevail.

16. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Agency as needed over

a five (5) year term. WOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County Superior Court, Washington.

18. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

19. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.

20. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

21. Public Records: This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Agency are needed for the County to respond to a request under the Act, as determined by the County, Agency agrees to make them promptly available to the County. If Agency considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Agency shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by Agency and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify Agency (a) of the request and (b) of the date that such information will be released to the requester unless Agency obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Agency fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. To the extent that public records then in the custody of the County are needed for Agency to respond to a request under the Act, as determined by Agency, the County agrees to make them promptly available to Agency. If the County considers any portion of any record provided to Agency under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the County shall clearly identify any specific information that it claims to be confidential or proprietary. If

Agency receives a request under the Act to inspect or copy the information so identified by the County and Agency determines that release of the information is required by the Act or otherwise appropriate, Agency's sole obligations shall be to notify the County (a) of the request and (b) of the date that such information will be released to the requester unless the County obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order enjoining disclosure, Agency will release the requested information on the date specified.

Neither the County nor Agency has, and by this section assumes, any obligation on behalf of the other party to claim any exemption from disclosure under the Act. Each party shall not be liable to the other for releasing records not clearly identified as confidential or proprietary. Neither party shall be liable to the other for any records that it releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

22. <u>Non-discrimination.</u> It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

    Agency shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Agency of Agency's compliance with the requirements of Chapter 2.460 SCC. If Agency is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Agency's obligations under other federal, state, or local laws against discrimination.

23. <u>Authorization:</u> Each individual executing this Agreement represents that he/she has been duly authorized to do so on behalf of the party by the governing body as required under RCW 39.34.030(2).

24. <u>Prior Agreements:</u> Any and all prior agreements of the parties related to the same subject matter as this Agreement shall be replaced and superseded by this Agreement.

Signature page follows.

“County”	“Agency”
SNOHOMISH COUNTY	CITY OF EVERETT
By: ______________________________	By: ______________________________
County Executive Director Date	Title: ____________________________ Date

Approved as to form only:

Wendling, Rebecca

Digitally signed by Wendling, Rebecca
Date: 2025.10.08 14:55:23 -07'00'

Deputy Prosecuting Attorney Date

Approved as to indemnification provisions:

____

Risk Management Date

Exhibit A - Work Order (WO 25-01)

Network, Internet & GIS Support Services

This Work Order (WO) is executed between Snohomish County, through its Department of Information Technology (the "County" or "SCIT") and City of Everett ("Agency") pursuant to the terms and conditions of that certain Interlocal Agreement ("ILA") between Agency and Snohomish County to Provide Information Services effective upon signature by both parties. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This WO sets forth the obligations of the parties with respect to SCIT's provision of information services to Agency. This WO also serves as the Service Level Agreement, (See Section 9 Service Levels and Designated Points of Contact and Escalation Points Table of this WO) between Agency and SCIT.

1. **Purpose:** The purpose of this WO is for SCIT to provide to Agency information services as specified in Appendix A.

2. **Scope of Work:** The specific services covered by this WO includes the "Primary" items listed in Appendix A – Services Listing and any item directly "associated" with the Primary items after acceptance by SCIT.

3. **Rates and Adjustments:** Rates under this WO shall be updated annually by the County, with counts and rate cost data negotiated as part of Snohomish County's annual budget and service rate model. As required, County, in conjunction with Agency, will perform inventories of all equipment, standard desktop software licenses, and services covered under this WO and the inventories will be adjusted as necessary. The County will invoice Agency based on these inventories unless additional equipment or services are added or deleted, in which case cost adjustments may occur.

4. **Payment for Services:** County will invoice Agency for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). Agency will be billed in full for Services rendered up to and including the date County receives Agency's cancellation or change request.

5. **Term and Termination:** The term of this WO is effective upon the date of execution by both parties unless terminated upon written notification to the other party. Either party may terminate this WO upon ninety (90) day's written notification to the other party. In the event the ILA is terminated, this WO shall also terminate on the ILA termination date.

6. **GIS Term, Termination, Payment**: If the County's agreement with the GIS provider is terminated or otherwise not renewed, the GIS services provided to the Agency under this ILA shall also terminate on the same day. In all other cases, the County shall provide a minimum of sixty (60) days written notice prior to termination of GIS services to the Agency. If the

Agency is invoiced by the County for services in advance on an annual basis and GIS services are terminated at a time other than at annual renewal, the Agency may elect to 1) receive a discount for the next annual invoice in the amount of the unused portion of pre-paid GIS services or, 2) receive a refund for the unused portion of pre-paid GIS services.

7. **Prohibited Use of Services:**
   a. Agency shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County's business, or Snohomish County's ability to provide services to Snohomish County customers.
   b. By executing this WO, Agency acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement.

8. **Resale of Snohomish County Services:** Agency shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.

9. **Service Levels and Designated Points of Contact and Escalation Points:** SCIT's designated point of contact for Agency to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCIT Help Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCIT.

   SCIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Infrastructure & Security Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

   Agency's designated point of contact for SCIT to send invoices, problem-solve and otherwise conduct business shall be:

   Agency Primary Contact: Chris Fadden, Information Technology Director

(425) 257-7701
CFadden@everettwa.gov

Agency Secondary Contact: Brent Linder
(425) 257-8816
Blinder@everettwa.gov

Agency Billing Contact: Judie Shirley
(425) 257-7700
JShirley@everettwa.gov

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when Agency is unable to conduct business.	2 hours	SCIT's assigned primary response contact will make contact within two (2) hours of receiving notification from either the Help Desk or Management. If contact is not made within 2 hours the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Priority Problem Response	Network is impaired, Agency is still able to conduct business, but no practical workaround exists.	3 Hours	SCIT's primary response contact will make contact with Agency's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

10. **Declined Equipment:** No equipment is provided by this WO. All equipment maintenance is the responsibility of Agency.

11. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCIT are outlined in Appendix A of this WO.

12. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications that remain within the ILA Contract Maximum will be made through the issuance of a new WO, which will take precedence over the original WO.

13. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this WO without the prior express written request and consent of each party.

14. **Notices:** Notices and other communications between Snohomish County and Agency where delivery is not otherwise specified in the ILA may be delivered by electronic mail.

Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Agency shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Agency with notice at the email address most recently provided to the County by Agency for use in providing notices pursuant to the ILA.

15. Responsibilities:

a. <u>SCIT Responsibilities:</u>

i. Provide services listed in Appendix A.

ii. Configure, maintain, provide warranty and repair all County-owned equipment and transports.

iii. Provide IT Service Desk (425-388-3378) as initial point of contact for suspected problems or to request Data Center access.

iv. In the event SCIT determines a request for assistance is outside the scope of this WO, SCIT will work with the Agency to develop and recommend approaches to meet Agency requirements.

v. Provide Agency's fiber vendor a termination point for a single pair of single mode fiber.

vi. Provide Agency one (1) unit of rack space and UPS power in SCIT's Data Center for an ethernet switch.

vii. Provide path for fiber or single mode fiber between termination point and Agency's equipment.

viii. SCIT takes no ownership regarding the repair of Agency owned equipment.

ix. Provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm Pacific Time, Monday through Friday, excluding holidays. Access to Network Operations Center after hours will result in an additional per-incident fee as detailed in Appendix A to Exhibit A. Contact 425-388-3378 for access to the facility.

x. Provide internet service on a per-megabyte use basis.

xi. Provide a /29 address range to support Agency's public IP addressing needs.

xii. Upon completion of the 2024, 2026 and 2028 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will provide Agency with orthogonal imagery for Agency's identified area of interest, which includes aerial imagery within the Agency city limits and additional surrounding area. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Agency up to ten (10) EagleView CONNECTExplorer accounts based on staff names and emails provided by the Agency. In order to obtain the CONNECTExplorer accounts and the orthogonal imagery, Agency executed an Authorized Subdivision Agreement with EagleView on February 24, 2021. County will maintain Agency's CONNECTExplorer accounts under this Agreement so long as Agency's fully executed Authorized Subdivision Agreement between Agency and EagleView remains in force.

b. **Agency Responsibilities:**

   i. Provide fiber connectivity between Agency and County data facilities.
   ii. Provide Ethernet Switching equipment for 1 unit of rack space within County Data Center.
   iii. Provide maintenance of Ethernet Switching equipment.
   iv. Maintain and support all Agency equipment placed in their leased cabinet space.
   v. Comply with the Criminal Justice Information Services (CJIS) Security Policy of the U.S. Federal Bureau of Investigation (FBI) and sign CJIS security agreements, including allowing or performing any required employee background checks according to the CJIS policy, and completing online CJIS training and certification. Agency shall ensure that all staff working with the County are CJIS certified.
   vi. Provide to County a fully executed Subdivision Agreement between Agency and EagleView.

16. **Scheduled Maintenance:** Each Saturday between 12:00 am and 12:00 pm and Wednesday between 5:30 pm and 12:00 am Pacific Time are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify Agency two (2) business days prior to the scheduled action.

17. **Work Order Management**: Unless otherwise indicated, all correspondence regarding this WO should be directed to:

Agency Primary Contact:	Chris Fadden, Information Technology Director City of Everett 2930 Wetmore Avenue Everett, WA 98201 (425) 257-7701
SCIT Primary Contact:	JD Braathen, Systems & Network Engineering Supervisor Snohomish County Dept. of Information Technology 3000 Rockefeller Avenue, M/S 709 Everett, WA 98201 (425) 388-7171
SCIT Primary Contact: GIS Support Services	Ed Whitford, GIS & Data Supervisor Snohomish County Dept. of Information Technology 3000 Rockefeller Avenue, M/S 709 Everett, WA 98201 (425) 262-2150

By their signatures, County and Agency hereby acknowledge and accept the terms and conditions of this WO.

Approved

City of Everett

Signature

Print or Type Name

Title *Date*

Approved

Snohomish County

Snohomish County Executive Director

Print or Type Name

Title *Date*

Appendix A to Exhibit A
Work Order Services and Summary of Costs

SCIT will provide the following Services at the prepaid support rate identified below.

Annual invoice for all Services shall be issued in November.

Note: Access during normal business hours will be covered under the Network Equipment Hosting service.

SCIT SERVICES AND RATES				
Service	**2025 Annual Rate**	**Metric**	**2025 Annual Fee**	
Network Equipment Hosting 2-Rack Unit Space First 4 cross connects	$600/Space ($50/month)	1 Space	$600.00	
Internet Access 1 Mbps via 95th Percentile	$1,200/month for 201-300 Mbps	230 Mbps	$14,400.00	
Transport to Westin Building*	Redundant Internet ($510/month)	n/a	$6,120.00	
Network Services Administrative Fee	5% of total	Total $21,120 x 0.05	$1,056.00	
NETWORK SERVICES TOTAL			**$22,176.00**	
GIS Services	$166/FTE	# FTE	$0	
Imagery Data 3" AccuPlus (annual)	$150/sq mile	60 sq miles	$9,000.00	
Imagery Data 9" AccuPlus (annual)	$30/sq mile	25 sq miles	$750.00	
5% Imagery Administrative Fee	5% of total	Total $9,750 x 0.05	$487.50	
GEOGRAPHIC INFORMATION SERVICES TOTAL			**$10,237.50**	
		GRAND TOTAL	**$32,413.50**	

*This line item will be reviewed quarterly and adjusted based upon the provider's fee to the County. Any balance due to the Agency will be included in the following year's annual invoice.

PER USE BILLABLE SUPPORT SERVICES

Service	2025 Annual Rate
After Hours Access to Network Equipment Includes 5% Administrative Fee	$100.00/hour
GIS Analyst Direct Support	$87.00/hour
Senior GIS Analyst Direct Support	$95.00/hour

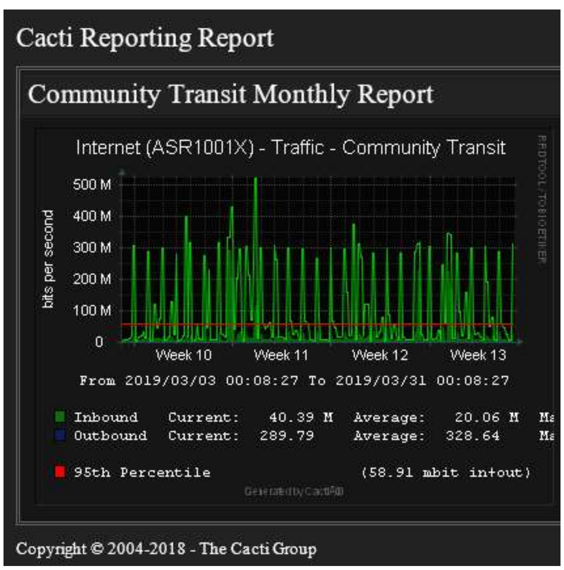
Support Services:

Each after-hours request to access the Data Center has an hourly fee of $100, with a three-hour minimum charge. The hourly fee will be assessed for each major portion of an hour that access is needed, until the earlier of either 1) the incident resolution, or 2) resuming of County normal business hours. Once the after-hours access has exceeded twelve hours in duration, an additional $200 flat fee will be assessed. After-hours access that exceeds 12 hours in duration will continue to incur a $100 per hour fee.

Additional hardware and software requested by Agency may be acquired by the County under this Agreement, and the actual costs will be passed along to Agency on their monthly invoice following County payment for goods and/or services.

Internet usage to be reviewed by SCIT and Agency will be billed on the 95th percentile.
Bandwidth data is measured from the customer's activated network interface port on SCIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95th percent) becomes the billable utilization for the month.

These graphs will be made available upon customer request. See example chart below:



Per the SCIT enterprise service model adopted by Snohomish County for all central IT services, the definition of the services are detailed in the 2024 IT Service catalog, located here: https://snohomishcountywa.gov/DocumentCenter/View/113063

EVERETT **City Council Agenda Item Cover Sheet**

Project title: Authorize a Professional Service Agreement with Reid Middleton to Provide Design Services for the City of Everett Police Department Boathouse Project

Council Bill #

Agenda dates requested:

Briefing
Consent 11/12/25
Action
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:	Reid Middleton
Location:	Port of Everett Marina, 1205 Craftsman Way, Everett, WA 98201
Preceding action:	None
Fund:	Fund 342, Program 054

Fiscal summary statement:

The source of funds for this project is Fund 342, Program 054.

Total compensation of the Professional Service Agreement (PSA) for design services for the Police Boathouse Project is not to exceed $247,600.

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.

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 coordination efforts between sea-based and land-based emergency response units, ensuring seamless preparedness and response during actual incidents.

Recommendation (exact action requested of Council):

Authorize a Professional Service Agreement with Reid Middleton to provide design services for the City of Everett Police Department Boathouse Project.

PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Reid Middleton
	728 134th St SW, Suite 200 Everett, WA 98204
	pcrocker@reidmiddleton.com
City Project Manager	Lisa Page
	City of Everett – Parks & Facilities Department 802 East Mukilteo Boulevard Everett, WA 98203
	lpage@everettwa.gov
Brief Summary of Scope of Work	Everett Police Department Boathouse Design
Completion Date	December 31, 2026
Maximum Compensation Amount	$247,600

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Mike Hansen 206.909.6455 Michael.Hansen@usi.com
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? **Answer**: Yes If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? **Answer**: N/A - Service Provider has 25 or more employees “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF). “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.

END OF BASIC PROVISIONS

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

CITY OF EVERETT
WASHINGTON

____
Cassie Franklin, Mayor

____
Date

ATTEST

____
Office of the City Clerk

EVERETT
STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 13, 2025

REID MIDDLETON

Signature: _____________________________

Name of Signer: Paul Crocker
Signer's Email Address: pcrocker@reidmiddleton.com
Title of Signer: Director of Structural Engineering

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment**.

A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.

6. **Submission of Reports and Other Documents**. Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract**. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes**. The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

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

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

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than $2,000,000 per occurrence and $2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.

B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."

E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.

F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.

G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

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

13. **Independent Contractor**.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

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

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

14. **Employment/Conflict of Interest**. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections**. At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City’s examination all of Service Provider’s records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements**. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages**. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

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

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

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

END OF GENERAL PROVISIONS
(v.1.13.25)

EVERETT
STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 13, 2024

Exhibit A (Scope of Work)

Reid Middleton Proposal
Everett Police Department Boat House Study – Full Design Estimate

A. PROJECT UNDERSTANDING

Reid Middleton provided a proposal to design a replacement for the existing Everett Police Department Boat House, at the City of Everett's request. The boat house is located at the Everett Marina, Central Dock, H18. The boat house is approximately 19-feet by 48-feet and was constructed around 1997. A site walk for project scoping was conducted on March 5, 2025. The boat house houses a single police boat with twin outboard motors. The structure includes a roughly 10-foot-wide loft, spanning the width of the structure, over the entry. Access to the loft is provided via a ship's ladder style stairway. There are number of operational deficiencies in the current facility, as well as visible deterioration to the floats, the siding and some interior elements, which is driving the replacement project.

The following improvements will be considered for the design of the new facility, based on a request provided by the City of Everett:

1. Exterior:
    a. New floats, as noted above.
    b. Siding, windows, pressure treated wood to prevent rot at locations exposed to moisture.
    c. Attachment mooring and angled plank entry.
2. Interior:
    a. Dive lockers.
    b. Wider side planks, for walking access.
    c. Overlap deck with boat floatation, to restrict animal access.
    d. Anti-slip surfaces.
    e. Interior walls to be covered with cleanable surfaces, approximately 8-feet tall (no exposed studs).
    f. A total of 3 hoses on each wall, for wash-down.
    g. Lighting, to include red and white light option. Red light should be optimized to preserve night vision.
3. New garage door with 3 rows of windows towards top and animal entry restriction at the bottom.
4. Larger Loft:
    a. Approximately 20-foot depth by the width of structure.
    b. Office and technology package, to provide wifi, so that tablets can dock.
    c. Secure door, providing a sealed room with windows to overlook the boat.
    d. Heater.
5. Security system.
6. Insulation. Based on the exposure to open water in the center of the boat house, insulation may be limited to an enclosed loft area

B. SCOPE OF SERVICES

1. Site Investigation and 30% Design Phase. Reid Middleton and its subconsultants will develop schematic-level design documents. These will generally demonstrate the viability of the system, identify space and system needs, provide initial team coordination, and be the basis for an initial cost estimate. This phase will include one visit, to observe the existing facility and to discuss the City's expectations. An additional online coordination meeting with the City is also expected. Deliverables will include PDF versions of the initial design drawings and the opinion of probable cost.

2. 60% Design Phase. Reid Middleton and its subconsultants will develop design development-level documents. Design Development documents represent the first stage of development for construction documents but will not include a sufficient level of detail for permitting, bidding, or construction. These will advance the concepts shown in

the 30% Design Phase and will be the basis for an updated cost estimate. An online coordination meeting with the City is expected. Deliverables will include PDF version of the design drawings, outline specifications, and the opinion of probable cost.

3. 90% Design and Permit Submittal Phase. Reid Middleton and its subconsultants will advance the concepts shown in the 60% Design Phase to a level suitable for a building permit submittal. This will provide a basis for an updated cost estimate. An online coordination meeting with the City is expected. Deliverables will include PDF versions of design drawings, specifications, and the opinion of probable cost.

4. Construction Documents. Reid Middleton and its subconsultants will address comments raised in the permit review process, as well as general City of Everett comments regarding the 90% Design submittal. The final cost estimate will be prepared, based on this submittal. Deliverables will include PDF versions of the design drawings, specifications, and the opinion of probable cost.

5. Bid Support and Construction Phase Services. Reid Middleton will attend one pre-bid walk and provide responses to pre-proposal inquiries. The site meeting and inquiries are expected to be organized by the City of Everett, with Reid Middleton providing responses through representatives of the City of Everett only. Construction support is expected to consist of submittal reviews and RFI responses, consistent with the hours and fees included in the proposal. Construction management is expected to be provided by the City of Everett. One site meeting is expected to be attended by Reid Middleton and one punch-list site visit is expected to be attended by a representative of Reid Middleton, the architect, and the mechanical or electrical engineer.

6. Additional services requested by the City of Everett.

7. Exclusions:

a. Detailed measurements or bathymetric survey is excluded.
b. Wildlife, eelgrass, and other habitat surveys, cultural resource surveys, and other environmental documentation is excluded. The City of Everett will provide these services, if they are required.
c. In-water exploration is excluded. Site observations will be performed from the existing above-water surfaces only.
d. Review of the existing piles adjacent to the boat house is excluded. If the marina requires inspection, repair, or replacement of the existing piles, this will require an additional services agreement, per Section B.6.
e. Coordination for waterfront, environmental, or building permit is excluded. The design team will respond to building permit review comments; however, the City of Everett will provide the permitting work.
f. Inspection, material testing, and detailed measurements are excluded.
g. Review or assessment of the existing dock is excluded. The dock is expected to be sufficient for an upgraded connection of the new boat house, in a manner similar to adjacent boat houses.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

The City of Everett shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above. This will include, but is not limited to: City of Everett CAD standards and specification templates (if required), existing building drawings (if available), marina requirements, anticipated equipment dimensions, and site access.

Exhibit A (Scope of Work)

E. COMPENSATION

1. For services described in Section B, Items 1 through 5, Reid Middleton shall be compensated on a "time-plus-expense" basis. We estimate the total fee to be $241,600.

2. For services described in Section B, Item 6, Reid Middleton shall be paid on a "time-plus- expense" basis in accordance with provisions of the attached Exhibit "A," Schedule of Charges Effective July 1, 2025, or on the basis of such other mutually satisfactory arrangements as may be negotiated.

Contingency Fee (If Necessary):

Additional services that may be needed based upon any issues that surface as approved ONLY in writing by the authorized City Representative.

Total Contingency Fee: $6,000

Total Maximum Compensation:

Project Cost:	$241,600
Contingency Fee:	$ 6,000
	$247,600

F. REID MIDDLETON STAFF

Paul Crocker, P.E., S.E. will be the project manager primarily responsible for this project. However, other individuals at Reid Middleton will work on aspects of your project as required.

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2025 through June 30, 2026

I. Personnel **Hourly Rate**

Personnel	Hourly Rate
Principal	$ 270.00 - $ 320.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor	$ 240.00 - $ 280.00
Associate	$ 215.00 - $ 250.00
Senior Engineer/Senior Planner/Senior Surveyor	$ 195.00 - $ 220.00
Senior Designer	$ 185.00 - $ 200.00
Project Engineer/Project Designer/Project Surveyor/Project Planner	$ 180.00 - $ 195.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	$ 160.00 - $ 180.00
Designer I/Planner/CAD Technician II	$ 150.00 - $ 160.00
Project Administrator	$ 135.00 - $ 150.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	$ 110.00 - $ 135.00
Survey Crew (1 Person/RTK/Robotic/Scanning)	$ 170.00
Survey Crew (2 Person/RTK/Robotic/Scanning)	$ 225.00
Survey Crew (3 Person/ RTK/Robotic/Scanning)	$ 280.00
Expert Witness/Forensic Engineering	1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment

Equipment	Rate
Design Software/Computer Aided Drafting	$ 12.00/hour

III. Reimbursable Expenses

Local Mileage - Automobile	$ 0.70/mile
Local Mileage - Survey Truck	$ 0.70/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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

EVERETT | City Council Agenda Item Cover Sheet

Project title: WA State Office of Public Defense RCW 10.101.070 Grant (Social Services)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/12/25
Action
Ordinance
Public hearing
____ Yes __X__ No

Budget amendment:
____ Yes __X__ No

PowerPoint presentation:
____ Yes __X__ No

Attachments:

Department(s) involved:
Legal

Contact person:
David Hall

Phone number:
x8624

Email:
dhall@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project:	WA State Office of Public Defense RCW 10.101.070 Grant (Social Services)
Partner/Supplier:	Washington State Office of Public Defense
Location:	N/A
Preceding action:	N/A
Fund:	003/Legal

Fiscal summary statement:

None

Project summary statement:

The City of Everett has been awarded a competitive grant from the Washington State Office of Public Defense (OPD) under RCW 10.101.070, aimed at improving the quality of public defense services for indigent defendants in Everett. The total distribution amount is $90,930.00, to be used between January 1, 2026 and June 30, 2027. The grant funds are specifically designated to enhance legal representation, including social work services and sentencing mitigation as part of public defense.

The City of Everett's main indigent defense contractor is the Everett Law Association. In alignment with the grant's objectives, the City will be entering into an additional payment agreement, each year for 2026 and 2027, with Everett Law Association to provide social work services, corresponding to the grant's disbursement schedule.

The grant period will run from January 1, 2026, to June 30, 2027 (18-month period).

Recommendation (exact action requested of Council):

Accept the Washington State Office of Public Defense RCW Chapter 10.101.070 grant in the amount of $90,930 for an 18-month period from January 1, 2026 to June 30, 2027, and authorize the Mayor or Mayor's designee to sign all necessary documents related to this grant award.

Washington State Office of Public Defense

FACE SHEET RCW 10.101.070 FUNDS

Purpose

The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities.

The Office of Public Defense (OPD) and Recipient, as defined below, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2026 and end June 30, 2027. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, General Terms and Conditions, and Exhibits A, B, and C.

Recipient

City of Everett
2930 Wetmore Ave
Everett, WA 98201

Office of Public Defense (OPD)

711 Capitol Way South, Suite 106
PO Box 40957
Olympia, WA 98504-0957

Recipient Representative

Ashleigh Scott
Legal Administrator
City of Everett

OPD Representative

Geoffrey Hulsey
Managing Attorney
WA State Office of Public Defense

Distribution Amount

$90,930.00

Use Period

January 1, 2026 through June 30, 2027

For the Recipient

____
Signature

Cassie Franklin
Printed Name

Mayor
Title

____
Date

For OPD

____
Signature

Geoffrey D. Hulsey
Printed Name

Managing Attorney
Public Defense Improvement Program, OPD
Title

____
Date

Special Terms and Conditions

1. Agreement Management

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. Distribution Amount

The Distribution Amount is **$90,930.00** Dollars **(Ninety thousand nine hundred thirty dollars and zero cents**) to be used for the purpose(s) described in the USE OF FUNDS below. Two-thirds of the award amount shall be disbursed to Recipient in January 2026 for intended use during calendar year 2026. The remaining third shall be disbursed to Recipient in January 2027 for intended use through June 30th during the calendar year 2027. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

3. Prohibited Use of Funds

(as adopted in OPD Policy County/City Use of State Public Defense Improvement Funds)

a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
b. Funds cannot be spent on purely city or court administrative functions or billing costs.
c. Grant funds cannot be used for cost allocation.
d. Grant funds cannot be used for indigency screening costs.
e. Grant funds cannot be used for city or court technology systems or administrative equipment.
f. Funds cannot be used for county attorney time, including advice on public defense contracting.
g. Funds cannot be used for in-court interpreter services required under Chapter 2.43 RCW.
h. Funds cannot be used for pre-trial monitoring of public defense clients (e.g., SCRAM, EHM, UA)

4. Use of Funds

a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants.
b. Recipient agrees to use the funds for the following purpose(s):
    i. Providing social work services or sentencing mitigation as part of public defense representation

c. Recipient agrees to use the funds between January 1, 2026 and June 30, 2027. If Recipient is unable to use the funds in the Use Period, the Recipient agrees to notify OPD to determine what action needs to be taken.
d. If Recipient's Statewide Vendor (SWV) registration does not accept EFT, Recipient agrees to deposit the RCW 10.101.070 funds within 14 days of receipt.

5. Oversight

a. Recipient agrees to provide reports to OPD due no later than June 1, 2026, December 1, 2026, and June 1, 2027. Exhibits A, B, and C report templates will be provided by OPD. The first report must be submitted along with the Recipient's public defense attorneys' contracts, certifications of compliance, and other required documentation.
b. Over the duration of the Use Period, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

6. Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable federal and state of Washington statutes, regulations, and court rules
b. Special Terms and Conditions
c. General Terms and Conditions

General Terms and Conditions

1. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**
Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

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

7. **CORRECTIONS**
If there are non-substantive typographical, grammar, scrivener's or drafting errors (such as erroneous numerical figures, incorrect dates, misspelled words, errant commas, etc.), OPD reserves the right to correct said errors at any time, without prior notice.

8. **COUNTERPARTS**
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

9. **ELECTRONIC SIGNATURES**
An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

10. **ETHICS/CONFLICTS OF INTEREST**
In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

11. **FORCE MAJEURE**
Neither Agency nor OPD shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except Subcontractors). In the event a Force Majeure occurs after the effective date and prior to completion or expiration date of this Agreement, OPD, at its sole discretion, may elect to suspend performance of the Agreement until OPD determines the Force Majeure event resolved. OPD may exercise this option with no notification restrictions.

12. **GOVERNING LAW AND VENUE**
This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

13. **INDEMNIFICATION**
To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and

against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

14. LAWS

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

15. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

16. NONEXCLUSIVELY

This Agreement is non-exclusive. During the term of this Agreement, the OPD reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the OPD's right to enter a like or similar agreement or grant a like or similar award to any other entity or party on such terms as the OPD may in its sole discretion deem appropriate.

17. PUBLIC INFORMATION

Unless statutorily exempt from public disclosure, this Agreement and all related records are subject to public disclosure as required by Washington's General Rule 31.1, Access to Administrative Records. Agency when submitting records to OPD or otherwise making written inquiries or requests to OPD, shall redact any confidential information contained therein and shall not identify clients or other case-related parties by name.

18. RECAPTURE

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

19. RECORDS MAINTENANCE

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

20. RIGHT OF INSPECTION

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

21. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

22. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive.

23. SUSPENSION FOR CONVENIENCE

OPD may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by OPD prior to the expiration of the suspension period.

24. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

25. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

26. TERMINATION FOR NON-AVAILABILITY OF FUNDS

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

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

27. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

EVERRETT

City Council Agenda Item Cover Sheet

Project title: Contract Amendment #2 to Extend Village Theatre's Management of the Everett Performing Arts Center by Two Additional Years

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent: 11/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Management Agreement Amendment

Department(s) involved:
Parks and Facilities
Administration

Contact person:
Bob Leonard

Phone number:
425 257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project:	Management of Everett Performing Arts Center
Partner/Supplier:	Village Theatre
Location:	2710 Wetmore Ave., Everett, WA 98201
Preceding action:	Management Agreement Amendment #1 - 11/9/2020
Fund:	112

Fiscal summary statement:

There are no financial adjustments included in this amendment.

Project summary statement:

Since 1998, Village Theatre has managed the Everett Performing Arts Center, welcoming over two million guests to date. Its high-quality stage productions have significantly contributed to the economic vitality of downtown Everett, driving increased patronage to local restaurants, parking facilities, and other businesses—particularly during evenings and weekends. In addition to its mainstage programming, Village Theatre offers a variety of community-focused activities, including KidStage productions, seasonal camps, facility rentals, downtown holiday celebrations, and city-sponsored events. This amendment extends Village Theatre's management services for an additional two years through 12/31/27.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Contract Amendment No. 2 to extend Village Theatre's management of the Everett Performing Arts Center for two additional years.

EVERRETT

AMENDMENT NO. 2
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	Village Theatre
City Project Manager	Kimberly Moore
	kmoore@everettwa.gov
Original Agreement Date	9/1/2019

<table>
<tr><th colspan="2">AMENDMENTS</th></tr>
<tr><td>New Completion Date</td><td>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.</td></tr>
<tr><td>New Maximum Compensation Amount</td><td>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.
<table>
<tr><td>Maximum Compensation Amount Prior to this Amendment</td><td>Enter amount, if applicable</td></tr>
<tr><td>Compensation Added (or Subtracted) by this Amendment</td><td>Enter amount, if applicable</td></tr>
<tr><td>Maximum Compensation Amount After this Amendment</td><td>Enter amount, if applicable</td></tr>
</table></td></tr>
</table>

Changes to Scope of Work	Scope of Work is not changed by 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**	**VILLAGE THEATRE**
______________________________ Cassie Franklin, Mayor	Signature: ______________________________ Name of Signer: Derek Watanabe Signer's Email Address: dwatanabe@villagetheatre.org Title of Signer: Managing Director
________________________________ Date	
ATTEST ________________________________ Office of the City Clerk	

EVERETT
STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 14, 2023

EVERETT | City Council Agenda Item Cover Sheet

Project title: Authorize 2026 PGSF Site Construction Water Quality Grant Agreement

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 11/12/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Proposed Agreement

Department(s) involved:
Public Works

Contact person:
Jeff Marrs

Phone number:
425-257-8967

Email:
jmarrs@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: 2026 PGSF Site Construction Water Quality Grant Agreement

Project: Port Gardner Storage Facility

Partner/Supplier: Washington State Department of Ecology

Location: West Marine View Drive

Preceding action: N/A

Fund: Fund 336 – Water & Sewer System Improvements Fund

Fiscal summary statement: The amount funded by the 2026 Department of Ecology Water Quality Grant Agreement for Port Gardner Storage Facility stormwater construction tasks is $10,000,000.00. Information on total eligible project cost and the City's cost share follows.

Total Eligible Cost:	$11,764,705.88
Ecology Share (85%):	$10,000,000.00
City of Everett Share (15%):	$1,764,705.88

Project summary statement: The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City's future Port Gardner Storage Facility. Once constructed, the Port Gardner Storage Facility will provide temporary detention and treatment of regional stormwater flows and temporary detention of combined sewer flows bringing the City's existing Puget Sound Outfalls number 4 through 7 into regulatory compliance.

Public Works applied for and received a 2026 Department of Ecology Water Quality Grant to fund stormwater infrastructure construction at the Port Gardner Storage Facility Site Construction Project. Grant funds will be used to construct stormwater conveyance, treatment, and pumping infrastructure on site.

Recommendation (exact action requested of Council): Authorize the Mayor to sign the 2026 PGSF Site Construction Water Quality Grant Agreement with the Washington State Department of Ecology in the amount not to exceed $10,000,000.00.

Agreement
WQC-2026-EverPW-00408

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Everett

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

GENERAL INFORMATION

Project Title:	Port Gardner Water Quality Program – Phase 1 Construction
Total Cost:	$ $16,457,403.25
Total Eligible Cost:	$ 11,764,705.88
Ecology Share:	$ 10,000,000.00
Recipient Share:	$ 1,764,705.88
The Effective Date of this Agreement is:	7/1/2025
The Expiration Date of this Agreement is no later than:	3/31/2028
Project Type:	Stormwater Facility

<u>Project Short Description:</u>
This project will improve water quality in Port Gardner Bay and Puget Sound through installation of a Filterra Bioscape at Port Gardner Storage Facility in the City of Everett. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus. Additional benefits of this project include combined sewer separation and combined sewer overflow (CSO) reduction.

<u>Project Long Description:</u>
The RECIPIENT acquired the former Kimberly-Clark Wastewater Treatment Plant site and is retrofitting the site to provide temporary combined sewer overflow storage and regional stormwater treatment. The site is now known as the Port Gardner Storage Facility (PGSF). The PGSF is located south of Naval Station Everett and north of Port of Everett Hewitt Terminal on the west side of West Marine View Drive.

ECOLOGY funded the design of the regional stormwater treatment facility and conveyance under grant WQC-2024-EverPW-00027. The RECIPIENT split the design into two phases. This project will construct phase 1 of the design, which includes the foundation and 2 out of 8 concrete cells of a 7,000 square foot Filterra Bioscape and a pump station to support the hydraulic pressure needed for the local stormwater to reach the Bioscape system. The RECIPIENT will equip 2 cells of the Filterra with underdrains and soil media to treat stormwater from an initial 15-acre urban, primarily impervious, contributing area. The remaining 6 cells will contain clean fill and native vegetation mix. Subsequent construction projects will connect incrementally greater contributing areas to the Filterra until the entire 7,000 square foot area of the Filterra is equipped with the underdrains and soil media needed to treat stormwater from 300 acres of contributing area.

This project will treat stormwater for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper and zinc, and total phosphorus. Treated water will discharge to Port Gardner Bay and Puget Sound through existing permitted Outfall 100 (NPDES Permit #WA0024490). Pipes connected to Outfall 100 will convey the treated stormwater for approximately 8,000 feet underground and 4,500 feet under Port Garder Bay to the discharge point in the bay.

<u>Overall Goal:</u>
This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Everett

Mailing Address: 3200 Cedar St
Everett, WA 98201

Physical Address: 3200 Cedar St
Everett, WA 98201

Organization Email: sbridge@everettwa.gov

Contacts

Project Manager	Zach Brown Senior Engineer 3200 Cedar Street Everett, WA 98201 Email: zbrown@everettwa.gov Phone: (425) 257-8872
Authorized Signatory	Angelique Thompson Capital Program Fund Manager 3200 Cedar Street Everett, WA 98201 Email: aathompson@everettwa.gov Phone: (425) 257-8922
Billing Contact	Mi Young Lee Financial Analyst 3200 Cedar Street Everett, WA 98201 Email: mlee@everettwa.gov Phone: (425) 257-8922

ECOLOGY INFORMATION

Mailing Address:	Department of Ecology Water Quality PO BOX 47600 Olympia, WA 98504-7600
Physical Address:	Department of Ecology 300 Desmond Drive SE Lacey, WA 98503

Contacts

Project Manager	Lisa Rodgers PO Box 330316 Shoreline, Washington 98133-9716 Email: liro461@ecy.wa.gov Phone: (425) 229-5512
Financial Manager	Xavier Gilbert PO Box 47600 Olympia, Washington 98504-7600 Email: xgil461@ecy.wa.gov Phone: (564) 669-1942
Technical Advisor	Doug Howie PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology	**City of Everett**
______________________________	______________________________
John Kenning Date	Angelique Thompson Date
Water Quality	Capital Program Fund Manager
Program Manager	

____
David Hall, City Attorney Date
Email Address: dhall@everettwa.gov

____
Cassie Franklin, Mayor Date
Email Address: cfranklin@everettwa.gov

____
Marista Jove, City Clerk Date
Email Address: mjorve@everettwa.gov

SCOPE OF WORK

Task Number: 1 Task Cost: $50,000.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

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

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

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:
Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report. Properly maintained project documentation.

Grant and Loan Administration Deliverables

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

SCOPE OF WORK

Task Number: 2 Task Cost: $50,000.00

Task Title: Cultural and Environmental Review, and Permitting

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

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

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

   To initiate cultural resources review:

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

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

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

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

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

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

Cultural and Environmental Review, and Permitting Deliverables

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

SCOPE OF WORK

Task Number: 3 Task Cost: $0.00

Task Title: Design Plans and Specifications

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

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

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

A. The RECIPIENT will upload the ECOLOGY-accepted Design Report, responses to ECOLOGY's Design Report comments, and the ECOLOGY Design Report Acceptance Letter.

B. The RECIPIENT will upload the ECOLOGY-accepted 90 Percent Design Package, responses to ECOLOGY's 90 Percent Design Package, and the ECOLOGY 90 Percent Design Package Acceptance Letter.

C. The RECIPIENT will upload the preliminary GIS polygon data for BMP footprint(s) and contributing area(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverable Guidance for more information.

D. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes project plans, specifications, an engineer's opinion of cost with eligible and ineligible costs broken out, and a project construction schedule. Allow 15 calendar days for ECOLOGY review.

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

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

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

Design Plans and Specifications Deliverables

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY's standard contract clauses insert. Upload to EAGL and notify ECOLOGY.	
3.2	ECOLOGY Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	BMP footprint(s) and contributing area(s) preliminary GIS polygon data. Upload to EAGL and notify ECOLOGY.	
3.9	Final Bid Package. Upload to EAGL and notify ECOLOGY.	
3.10	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY.	
3.11	ECOLOGY Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.12	Bid Documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 4 Task Cost: $50,000.00

Task Title: Construction Management

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

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

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

Task Expected Outcome:
The project will be constructed on schedule and in accordance with accepted plans.

Construction Management Deliverables

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

SCOPE OF WORK

Task Number: 5 Task Cost: $11,609,705.88

Task Title: Construction

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

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The project will include installation of conveyance and a portion of a Filterra Bioscape to mitigate runoff from approximately 15 acres of pollution-generating impervious surfaces.

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

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

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

Construction Deliverables

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

SCOPE OF WORK

Task Number: 6 Task Cost: $5,000.00

Task Title: Project Close Out

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

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is in the Stormwater Deliverables Guidance document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will submit GIS polygon data that is consistent with the final project for the contributing area(s) and BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, public-facing feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance document for more information.

C. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

D. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

E. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Stormwater Deliverables Guidance document. Include a table showing the final equivalent new/re-development area compared to the area provided in the ECOLOGY-accepted Design Report. If unchanged, provide written documentation.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

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

Project Closeout Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.2	BMP footprint(s) and contributing area(s) final GIS polygon data. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	
6.4	Final, as constructed, equivalent new/redevelopment area determination. If unchanged, provide written documentation. Upload to EAGL and notify ECOLOGY.	

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS (Updated June 2023)

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Project**” means the project described in this agreement.

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

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

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

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

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

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

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

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

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

"**Termination Date**" means the effective date of ECOLOGY's termination of the agreement.

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

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

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

"Unique Entity Identity Identifier (UEI)" means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

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

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

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

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

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

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

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

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

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the

State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

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

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

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

e. Hazardous Substances.

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

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

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

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

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of

defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

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

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

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

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

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

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

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

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

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

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

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

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

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

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

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

2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

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

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

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

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

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

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

1. Entity's name with point of contact

2. Entity's mailing address, telephone number, and e-mail address

3. The procurement on which the entity bid or quoted, and when

4. Entity's status as an MBE/WBE or non-MBE/WBE

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

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

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

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

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

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

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

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

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

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

1. Financial Capability Assessment Documentation (upon request)

2. Opinion of RECIPIENT's Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.

3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.

5. CWSRF Federal Reporting Information form – Must be completed in EAGL.

6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.

7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.

8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

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

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

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

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

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

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

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

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

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

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

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

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

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

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

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

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

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

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

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

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

(i) The Loan Amount with interest

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

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

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

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

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

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

K. Loan Security

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

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

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

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

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

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

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

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

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

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

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

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

> "We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:
> - The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
> - The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
> - The American Iron and Steel Act (Buy American)

- The Build America Buy America Act (BABA) (equivalency projects only)"

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

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

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

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

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

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

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

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

Termination and Default Remedies

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

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

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

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

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

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

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

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

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

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

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

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

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

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

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

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

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

ECOLOGY GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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

RECIPIENT shall:

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

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

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

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

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

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

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.
ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not

in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

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

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

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards.

RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

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

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

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

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

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

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

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

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

21. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of Terms and Conditions

EVERETT | **City Council Agenda Item Cover Sheet**

Project title: Submittal and Authorization for the Mayor to Sign All Necessary Documents and Agreements with the Department of Commerce for the Salmon Recovery Grant for Tree Policy Updates.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 11/12/25
Action
Ordinance
Public hearing

Yes **X** No

Budget amendment:
Yes **X** No

PowerPoint presentation:
Yes **X** No

Attachments:

Department(s) involved:
Parks & Facilities
Administration

Contact person:
Bob Leonard

Phone number:
425.257.8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project:	Grant to support update of City of Everett tree policy
Partner/Supplier:	Department of Commerce
Location:	N/A
Preceding action:	None
Fund:	N/A

Fiscal summary statement:

The Parks & Facilities Department would like to apply for the Department of Commerce Salmon Recovery Grant for $500,000 to aid in the update of the existing tree policy with the goal of increasing the tree canopy through tree retention.

Project summary statement:

The City of Everett will utilize this Department of Commerce grant to update its existing tree policy—originally developed in the early 1990s—to reflect current urban planning priorities and community needs. In addition, the City will develop a new tree ordinance that thoughtfully balances the demand for increased housing with the long-term goal of preserving and expanding Everett's urban tree canopy. This effort will support the creation of policy documents that promote forest hydrology and deliver ancillary benefits such as enhanced tree retention, improved urban tree cover, and greater environmental resilience across the city.

Recommendation (exact action requested of Council):

Authorize the submittal and authorization for the Mayor to sign all necessary documents and Agreements with the Department of Commerce for the Salmon Recovery grant for Tree Policy updates.

EVERETT
WASHINGTON

TO: Washington State Department of Commerce

FROM: Cassie Franklin, Mayor

DATE: October 29, 2025

RE: Salmon Recovery Grant – Letter of Commitment

To Whom It May Concern,

I, Cassie Franklin, Mayor, authorize the City of Everett to propose the attached scope of work and budget request for grant funding. We propose to use the grant funds to develop policy documents related to tree protections, with a long-term goal of preserving and enhancing Everett's urban tree canopy.

We commit to completing this work by June 30, 2027, and have the available resources and staff to support this work if we are awarded the funds. Our proposed timeline for this work is included in the included scope of work. The Parks & Facilities Department will lead this effort. The Department's administration brings substantial expertise in developing complex planning documents, including the implementation of Park Impact Fees in 2021, the update of the Parks, Recreation, and Open Space (PROS) Plan in 2022, and the revision of the Parks Element of the City's Comprehensive Plan earlier this year. These projects demonstrate the Department's capacity to manage policy development processes that are inclusive, data-driven, and aligned with community values.

Finally, we will ensure that the work on this grant will be considered and adopted as part of our scheduled periodic review update or annual review of our comprehensive plan.

Please feel free to contact us with any questions or requests for additional information.

Sincerely,

Cassie Franklin
Mayor
City of Everett

Parks & Facilities

802 E Mukilteo Blvd
Everett, WA 98203

425.257.8335

parks@everettwa.gov
everettwa.gov

EVERETT | 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.

EVERETT
WASHINGTON

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: ______________

EVERETT | **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.

EVERETT
WASHINGTON

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: ____________________

EVERETT | **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	$331,073,518
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.

EVERETT
WASHINGTON

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: _________________

EVERETT | **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.

EVERETT
WASHINGTON

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:

<u>Section 1.</u> 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~~5~~)(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 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:
(~~a~~1) Sales in which the seller has granted the purchaser the right of permanent use;
(~~b~~2) Sales in which the seller has granted the purchaser a right of use that is less than permanent;
(~~c~~3) Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
(~~d~~4) 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.

EVERETT | City Council Agenda Item Cover Sheet

Project title: An Ordinance creating a Special Improvement Project entitled “Evergreen Way Drainage Improvements” Fund 336, Program 051.

Council Bill # *interoffice use*
CB 2511-63

Agenda dates requested:

Briefing
Proposed action 11/12/25
Proposed action 11/19/25
Consent
Action 12/03/25
Ordinance X
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Proposed Ordinance

Department(s) involved:
Public Works, Admin

Contact person:
Tom Hood

Phone number:
425-257-8809

Email:
THood@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Project:	Evergreen Way Drainage Improvements
Partner/Supplier:	N/A
Location:	75th Street to Madison Street
Preceding action:	None
Fund:	336 - Water & Sewer System Improvements Fund

Fiscal summary statement:

The funding source for this project will be Fund 401 Water and Sewer Utility Fund.

The programmed available funding for design and construction of this project is $7,500,000.

Project summary statement:

The project will address flooding on Evergreen Way between approximately 75th Street and Madison Street. As part of the work, problematic existing catch basins in the drive lane will be removed/abandoned and the new collection system will be in the gutter line outside of the wheel track. Sidewalk, curb and roadway pavement will be restored to match existing configuration.

This work is required to be completed before a future anticipated pavement maintenance overlay project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Evergreen Way Drainage Improvements” Fund 336, Program 051.

EVERETT
WASHINGTON

ORDINANCE NO. ________________

An ORDINANCE creating a special improvement project entitled "Evergreen Way Drainage Improvements" Fund 336, Program 051, to accumulate all costs for the improvement.

WHEREAS,

A. The City of Everett is committed to a planned stormwater infrastructure improvement and replacement program.

B. The City of Everett has identified the need and obtained funds to construct certain stormwater improvements.

C.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 051, entitled "Evergreen Way Drainage Improvements" to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of $7,500,000 is hereby appropriated to Fund 336, Program 051, "Evergreen Way Drainage Improvements" as follows:

A. Estimated Project Design & Construction Costs	$	7,500,000
B. Source of Funds		
Fund 401 – Water/Sewer Utility Fund	$	7,500,000

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

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

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

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

____

Cassie Franklin, Mayor

ATTEST:

____

Marista Jorve, City Clerk

PASSED: ___________________________

VALID: _____________________________

PUBLISHED: ________________________

EFFECTIVE DATE: ____________________

EVERETT | 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
2nd Reading	11/05/25
Consent	
Action	11/12/25
Ordinance	

Public hearing
___ Yes X No

Budget amendment:
___ Yes X No

PowerPoint presentation:
___ Yes X No

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.

EVERETT
WASHINGTON

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.

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[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: ___________________

From:	john martin
To:	DL-Council; Scott Bader; Judy Tuohy; Mary Fosse; Paula Rhyne; Donald Schwab; Elizabeth Vogeli; Ben Zarlingo
Cc:	contact.council@snoco.org; Nate.Nehring@snoco.org; megan.dunn@snoco.org; Strom.Peterson@snoco.org; jared.mead@snoco.org; Sam.Low@co.snohomish.wa.us; Russell.Wiita@snoco.org; paula.rhyne@snoco.org; Joshua.Thompson@snoco.org; angela.ewert@snoco.org; darcy.cheesman@snoco.org; heidi.beazizo@snoco.org
Subject:	[EXTERNAL] Stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office. Public Comment
Date:	Wednesday, November 12, 2025 12:35:47 PM
Attachments:	Washington State Legislative Public Facility Improvement Fund Contract Readiness Form Project Title Everett New Stadium Contract Number 24 96531 002.pdf

Everett City Council Meeting
11-12-2025 6:30 pm
Comments for the Public Record

Dear Everett City Council,
Please include the following full email and attachment as part of the public record for the 11-12-2025 6:30 pm Everett City Council Meeting.

John E. Martin
Mountlake Terrace, Washington
425-361-2854

From: john martin <jmartinnoj@hotmail.com>
Sent: Monday, November 10, 2025 1:30 PM
Subject: Stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office.

Everett City Council Members
Parks and Built Environment Council Committee
RE: November 12, 2025 Committee Meeting 5:00-6:00 pm

Liz Vogeli
Parks and Built Environment Council
Committee Member
Councilmember District 4
Everett, Washington City Council
EVogeli@everettwa.gov

Paula Rhyne
Parks and Built Environment Council
Committee Member

Council Member District 2
Everett, Washington City Council
Prhyne@everettwa.gov

Ben Zarlingo
Parks and Built Environment Council
Committee Member
Council Member District 5
Everett, Washington City Council
Bzarlingo@everettwa.gov

Dear Parks and Built Environment Council Committee Members,

It's not complex. It's really pretty simple.

What do your values tell you to do?

Take money from kids and give it to Major/Minor League Baseball?

Or take money from Major/Minor League Baseball and give it back to kids?

Propose and help pass the following statement:

"We, the Everett City Council and governing body for the City of Everett, terminate

the Everett New Stadium Project, Contract Number: 24-96531-002, effective immediately.

Send the statement to the Washington State Department of Commerce for their approval.

The money will go back to the Washington Department of Commerce Youth Athletic Facility Account.

Besides, Department of Commerce documents (attached - page 13) indicate:

"We (the City of Everett) plan to apply for additional grant program funds in the upcoming legislative session."

It's really pretty simple.

Take funds from parks and use them for a New Professional Sports Stadium.

Or stop using parks money for a New Professional Sports Stadium, and return it to the Recreation and Conservation Office.

Your choice.

John E. Martin
425-361-2854
jmartinnoj@hotmail.com

CC
Duffy, Megan (RCO) Director
<megan.duffy@rco.wa.gov>
Milliern, Brock (RCO) Policy Director
<brock.milliern@rco.wa.gov>
Julie McCleery Co-Director of the UW Center for Leadership in Athletics
<juliem4@uw.edu>
Hannah O. Olson Co-Director of the UW Center for Leadership in Athletics
<hannaho@uw.edu>

BCC Citizens and various media
=======
Everett City Council
2930 Wetmore Ave.
Suite 9-A
Everett, WA 98201

Dear Everett City Councilmembers,

Some of you have indicated that it's too complex to reject money from the Youth Athletic Facility Account being used to build a new Major/Minor League Baseball stadium in downtown Everett, Washington.

It's not complex. It's really pretty simple.

Your values tell you that you are either FOR using money from the Youth Athletic Facility

Account to fund a Major/Minor League Baseball stadium.

Or your values tell you that you are AGAINST using money from the Youth Athletic Facility Account to fund a Major/Minor League Baseball stadium.

If your values tell you that you are opposed to using money from the Youth Athletic Facility Account to fund a new Major/Minor League Baseball stadium in downtown Everett, simply propose and help pass the following statement:

"We, the Everett City Council and governing body for the City of Everett, terminate

the Everett New Stadium Project, Contract Number: 24-96531-002, a Washington State Department grant for "City of Everett: Old Name: Everett School District: Everett Memorial Stadium New Stadium (New name approved in ESSB 5949, Section 1035) Awarded $7,400,000," effective immediately."

Send the statement to the Washington State Department of Commerce.

It's not complex. It's really pretty simple.

What do your values tell you to do?

Take money from kids and give it to Major/Minor League Baseball?

Or take money from Major/Minor League Baseball and give it back to kids?

Your choice.

Best Regards,

John E. Martin
425-361-2854
jmartinnoj@hotmail.com

No Frogs Downtown

BCC Citizens and various media

For the latest letters, articles, and songs go to:
Https://martinmusic.biz/contact/no-frogs-downtown-2/

(Sometimes it loads slowly)

Washington State Legislative Public Facility Improvement Fund
Contract Readiness Form

Grantee: **City of Everett**
Project Title: **Everett New Stadium**
Contract Number: **24-96531-002**
Net Grant Amount: **$7,400,000.00**

Instructions:

Before you can request reimbursement for eligible grant activities, a contract must be executed between your organization and Commerce. Please follow these steps to complete our pre-contract requirements:

1. Completely fill out this form by typing your responses in the fields on the following pages.
2. Have the Grantee Certification (last page) signed by the person authorized to sign contracts for your organization.
3. Attach completed and signed *LEED Certification Declaration* form.
4. Attach documentation for committed funds (copies of award letters, council appropriations, etc.), if applicable;
5. Compile and email these documents to your Grant Manager, Lena Moore at lena.moore@commerce.wa.gov, or at 360.764.0632.

If you have any questions or need additional information, please contact us.

All grantees are required to have a Statewide Vendor Number (SWV) to receive funds electronically. If you do not have an SWV, contact the Office of Financial Management. It may take up to three weeks after you submit this information for an electronic transfer account to be set up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

SECTION 1. GENERAL INFORMATION

1.1	Grantee (Complete Legal Name)		
1.2	Type of Organization	☐ Publicly-Owned ☐ Private Non-Profit ☐ Tribal	
1.3	Statewide Vendor Number		
1.4	UBI#		
1.5	Project Street Address	, , WA -	
1.6	Project Mailing Address	, , WA -	
1.7	County (https://www.gps-coordinates.net)		
1.8	Project GPS Coordinates (approximate center of where you will be working)	Latitude (e.g., 45.3530)	Longitude (e.g., 120.4510)
1.9	Project Jurisdiction (county, city, town)		
1.10	Legislative District		
1.11	Congressional District		
1.12	Which legislator(s) took the lead in introducing your appropriation?		
1.13	Authorized Person to Sign Contract		
	Authorized Signatory Title		
	Mailing Address (if different from project mailing address above)	, , WA -	
	Telephone	( ) -	
	Email		
1.14	Person Administering the Grant (once contract is signed)		
	Mailing Address (if different from project mailing address above)	, , WA -	
	Telephone	( ) -	
	Email		
1.15	Are you able to utilize DocuSign to sign a contract?	☐ Yes ☐ No	
1.16	Attorney Name, Firm & Address, if required on contract documents		

SECTION 2. PROJECT INFORMATION

PROJECT DESCRIPTION

2.1	Please describe the project's anticipated use and public benefit.	

2.2	Is this project part of a larger, phased project? If YES, explain how this phase fits in the overall project.	☐ YES ☐ NO

SITE CONTROL

2.3	Do you have control of the project site either through ownership or through a long-term lease **(at least 10 years)**? If NO, please explain and include the date you expect to meet this condition. **IMPORTANT:** Site control is required before we can begin writing the contract.	☐ YES ☐ NO

GOVERNOR EXECUTIVE ORDER 21-02 (EO 21-02) CULTURAL & HISTORICAL RESOURCES REVIEW (OR SECTION 106)

2.4a	Does your project involve pre-construction, land acquisition, ground disturbance, or construction or rehabilitation of a building 45 years or older? If YES, and your project includes only state and local funds, you must complete the EO 21-02 review process. If NO, please explain below.	☐ YES ☐ NO
2.4b	Does your project include federal funds? If YES, you will need to complete the Section 106 review process. **IMPORTANT:** If EO 21-02 (or Section 106) applies to your project, you must complete this review before we can execute the contract.[1]	☐ YES ☐ NO
2.4c	Will your project take place on state-owned or –leased property? If yes, identify the agency and explain below.	☐ YES ☐ NO

[1] The EO 21-02 requires recipients of state funds to consult with interested parties, i.e., Department of Archaeology and Historic Preservation, and Indian Tribes, prior to starting project construction. If your project funding includes federal funds, Section 106 (National Historic Preservation Act) will be required, which supersedes the EO 21-02 review. These consultations should take place as early as possible in order to avoid delays in starting your project. If you have questions regarding the cultural and historic resources process, please contact your project manager.

LEED (LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN) CERTIFICATION

2.5	Does your project include new construction or renovation of a building or facility?	☐ **YES** ☐ **NO**
	If YES, indicate below if you entered the LEED certification process with the goal of your facility obtaining the silver standard. **IMPORTANT:** As part of your contracting process, you are required to complete a *LEED Certification Declaration* form even if claiming exemption.[2]	

PREVAILING WAGE

2.6	If your project includes new construction or renovation, do you understand and acknowledge that you are required to pay state prevailing wages for all construction-related work as of the enacted date of the state capital budget including the project's appropriation? (*For technical information about prevailing wage, please contact the Dept. of Labor and Industries at (360) 902-5335 or PWI@Lni.wa.gov)*	☐ **YES**

SCOPE OF WORK

2.7a	Your Scope of Work must correspond with your approved legislative application or member request and will be used to develop the contract scope of work. Describe all the specific activities and deliverables being funding by this grant award. **IMPORTANT:** Any change from your original legislative application may require legislative approval.
	Estimated start and completion dates:

CONTINGENCIES

2.8	Are there issues that might change the answers to any of the questions above? If so, please briefly explain. For example: Project description, site control, scope of work, financing, etc.

[2] LEED is a certification program run by the U.S. Green Building Council. In 2005 the Washington State Legislature passed a law requiring all capital projects grant recipients to comply with the LEED standards (RCW 39.35D). The goal is for major construction or renovation projects receiving state funds to be built to the LEED silver standard where "practicable." Projects that fall under certain facility types and projects demonstrating that it would not "be practicable" to meet the LEED silver standard may qualify for a LEED exemption. Please refer to the attached *LEED Certification Declaration* form for more details. If you have questions regarding the LEED process, please contact your project manager.

PROJECT COSTS

2.9	Only complete the Project Costs table below ***if your budget is finalized.*** A list of eligible and ineligible costs is included at the end of this form. **IMPORTANT:** Your Total Project Costs must equal your Total Funding in Question 2.10. The cost categories must correspond with the activities listed on your Scope of Work. Please note that this is a reimbursement grant; **only costs incurred after July 1 of the year project funds were awarded will be reimbursed (July 1 of year appropriated).** A finalized budget is required before we can begin writing the contract. Internal project management is NOT an eligible cost for reimbursement.
	Has the project incurred eligible costs prior to receiving the appropriation in the state capital budget? If YES, please provide date costs were incurred and explain below. ☐ **YES** ☐ **NO**

Cost Category	Amount	Funding Source
Archeological/Historical Review		
Site Acquisition		
Architecture and Engineering Design		
Construction/Renovations		
Construction Management		
Demolition and Site Preparation		
Capitalized Equipment		
Other:		
TOTAL PROJECT COSTS (must match 2.9 Total Project Funding)	**$**	

PROJECT FUNDING

2.10 Complete the table below listing the amounts and funding sources for this project. State the status of your funding sources as follows:

- **Committed**: funds are considered committed if a formal notice of approval for the funds is in place from the funding source. Local Revenue must be in an approved budget or be appropriated by your council or commission to be considered committed. Attach documentation such as copies of award letters, council appropriations, etc.
- **In-Hand**: funds are considered in-hand if you have already received the funds.

<u>IMPORTANT</u>:
Your Total Project Funding must equal your Total Project Costs in Question 2.9. The Project Funding table will become part of your contract. You are required to have full funding for your project (or project phase) by either having the funds in-hand or by showing that the funds are committed.

All project funding is required before we can begin writing the contract.

Type of Funding	Identify Source	Amount	Status (Committed or In-Hand)
State Grant	**Department of Commerce**	**$543000**	**Committed**
Other Funds (e.g. State, Federal, Local, Grants, Private, Loans)			
Total Other:			
TOTAL PROJECT FUNDING (must match 2.9 Total Project Costs)		**$**	

PROJECT AREA

2.11	**For project covering a larger area** (i.e. utility service area, etc.) – Provide a written description, or map, of the specific roads, streets, neighborhoods, or other bounding information describing the project area with specificity.

PROJECTIONS

3.0	Please estimate how much of your award you plan to request during the upcoming quarters.		
Fiscal Year 2024			
Q1 July 1 - September 30, 2023			
Q2 October 1 - December 31, 2023			
Q3 January 1 - March 31, 2024			
Q4 April 1 – June 30, 2024			
Total			
Fiscal Year 2025			
Q5 July 1 - September 30, 2024			
Q6 October 1 - December 31, 2024			
Q7 January 1 - March 31, 2025			
Q8 April 1 – June 30, 2025			
Total			
Fiscal Year 2026			
Q1 July 1 - September 30, 2025			
Q2 October 1 - December 31, 2025			
Q3 January 1 - March 31, 2026			
Q4 April 1 – June 30, 2026			
Total			

GRANTEE CERTIFICATION

The Grantee certifies that:

- The information and financial data provided in this document are true and correct to the best of their belief and knowledge and it is understood that Commerce staff may independently verify information, and that the discovery of incomplete, false, and/or misleading information is grounds for withholding awarded funds or termination of grant contract;
- Records supporting the information provided in this document are on file and will be made available by the Grantee upon request;
- There are no outstanding liens against this project;
- There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described project; and
- The Grantee intends to enter into a grant contract with the Department of Commerce, provided that the terms and conditions for a Department of Commerce grant are satisfactory to both parties.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Phone Number: ______________________________

Date: ______________________________

Eligible Costs

Capital Budget funds may generally be used to pay for the following project expenses:

- design, architectural, and engineering work
- building permits/fees
- archeological/historical review
- construction labor and materials
- demolition/site preparation
- capitalized equipment
- information technology infrastructure (cables and wiring)
- construction management and observation (from external sources only)*
- initial furnishings**
- landscaping
- real property when purchased specifically for the project, and associated costs***

Ineligible Costs

The following costs are not eligible for reimbursement under this program:

- internal administrative activities and staffing costs
- mortgage or loan payments
- **project management (from any source)******
- fundraising activities
- feasibility studies
- computers or office equipment
- rolling stock (such as vehicles)
- lease payments for rental of equipment or facilities
- any maintenance or operating costs
- property leases (including long-term leases)
- the moving of equipment, furniture, etc., between facilities

* **Construction management and observation** is on-site management and/or supervision of the work site and workers thereon. This is an eligible project cost. Construction management does not include work typically performed by off-site consultants or consultant organizations, grant writers, project managers, or employees of the grantee, unless the employee is hired solely and specifically to perform on-site construction management as defined above and in accordance with the Office of Financial Management's 2017-2027 Capital Budget Instructions, Chapters 1.5 and 4.2.

** **Furnishings and equipment** are considered eligible project costs as long as the average useful life of the item purchased is 13 years or more.

*** **Costs directly associated with property** acquisition include appraisal fees, title opinions, surveying fees, real estate fees, title transfer taxes, easements of record, and legal expenses.

****** In no way shall funds be used to supplant or subsidize operating costs such as ordinary maintenance or administrative staff expenses**

Note: Please do not include operating costs in your project scope and budget.

2025 Legislative Session

Member Requested Local Community Project Information Form

Important Notes: This is not a formal grant program. This form provides information for House members to request a separate appropriation in the capital budget for this project. Funding any project is at the discretion of the Legislature.

This document may be subject to disclosure under the Public Records Act (Chapter 42.56 RCW).

Funds are available on a reimbursement basis only and cannot be advanced.

Tips: Successful past projects generally are ones in which the requested state funds:
(1) Are a smaller portion of the total project funding (25% or less);
(2) Provides project phasing options in the event a whole request will not be funded;
(3) Are for a project that is ready to go and will be completed within the biennium.

Direct grant program guidelines.

I. Project Name and Sponsor

City of Everett Outdoor Multipurpose Stadium - Departmen (Everett)

$7,450,000

Sponsor(s): Cortes, Rep. Julio

II. Where is the project physically located?

Address: The Everett Downtown Site is bordered by Broadway to the west, Hewitt Avenue to the north, a rail line to the east, and Pacific Avenue to the south.
Everett , 98201 Snohomish
District(s): 38,
Coordinates: 47.978036, -122.200151

III. Project Contact

Organization: City of Everett
Contact: Scott Pattison , Executive Project Manager - Mayor's Office
Website: www.everettwa.gov
Phone: 425-257-7111
E-mail: spattison@everettwa.gov
Address: 2930 Wetmore Avenue
Everett, 98201
Backup: Jennifer Gregerson, jgregerson@everettwa.gov

IV. Organization Information

Is this a joint project with another organization?

Yes

If yes, has a joint operating agreement been signed?

No

If yes, list the partners for the project.

Is the organization that will manage the funding different from the project contact organization or joint partner?

No

If it is different, please provide the name of the organization or fiscal agent that will manage the funding.

Is the requesting organization or joint partner registered with the state as a non-profit organization?

No

If answered no, is the applicant a local government?

Yes

V. Project Information

Project Narrative:

Phase 1A of the project will include SEPA/EIS/Permitting, Consulting Project Management, Property Appraisal and Deposit Fees and Property Acquisition. Funding previously received through Department of Commerce - Public Facility Improvement Fund (92001367). Immediate benefits to the public will provide increased local jobs and local business revenues. Long term public benefits will reflect significant economic activity and downtown public amenities like parks, walking paths, improved transit and encourage housing options.

Project Scope:

Phase 1A of the project will include SEPA/EIS/Permitting, Consulting Project Management, Property Appraisal and Deposit Fees and Property Acquisition. Funding previously received through Department of Commerce - Public Facility Improvement Fund (92001367)

VI. Project Schedule

Will the entire project be completed after this funding request?

No

Describe the estimated cost and schedule for each remaining phase of the project.

Phase 1A = $7.4M (Public Facility Improvement Fund 92001367) January 2024 - December 2025, Phase 1B = $21M-$29M/January 2025 - December 2025, Phase 2 = $63M - $86M/January 2026 - April 2027

Describe what discrete phase of the project will be completed with the funding from this request.

Phase 1A of the project will include SEPA/EIS/Permitting, Consulting Project Management, Property Appraisal and Deposit Fees and Property Acquisition.

Estimated completion dates for each phase of the project.

Phase 1A - December 2025, Phase 1B - December 2025, Phase 2 - April 2027

VII. 2024 Supplemental Capital Budget Request by Project Type or Phase

Land Acquisition	$5,000,000
Demolition and Site Preparation	$0
Predesign and Design	$0
Construction	$0
Other – Consultant Fees related to environmental analysis, project management and site preparation.	$2,400,000
A mandatory Commerce administrative fee, for local community projects, of 3% (max of $50,000) is added to the total amount. Other programs may have a higher fee.	$50,000
Total Funding Requested	$7,450,000

VIII. Site Control

Is the site owned or being purchased by the project contract?

Yes

If no, is the property being leased by the project contact for a term that will meet or exceed 10 years?

If no, please explain how the property will be secured for public use for at least 10 years, including the name of any other organizations that will maintain site control.

Does the applicant understand and agree that any and all real property owned, optioned for purchase, or under a lease, that is acquired, constructed, or otherwise improved upon using state funds as approved by the Legislature must be held and used for the purposes stated in this application for at least ten years from the date of the final payment made for the project is complete and becomes available for public use?

Yes

IX. Project Funding

What type of project is this?

Other

Has the applicant applied for other grants or loans listed on the Competitive Capital Budget Grant and Loan Programs?

No

If yes, was your project funded? If so, how much? If not, why not?

If no, were you planning on applying for those funds? If not, why not?

We plan to apply for additional grant program funds in the upcoming legislative session.

Please describe any and all grant programs you have applied for this project and their funding level. If you haven't applied for other programs, why not?

NA

What amount and what percentage of funding has the applicant secured for the project to date? Please list each amount by local, federal, state or private funding source or program.

City of Everett CIP4 = $900K, City of Everett CIP3 = $2M, City of Everett Park Impact Fees = $1.5M, State Funds = $7.4M, Snohomish County = $5M, The project has secured approximately 20-30% funding to date.

Besides the amount being requested, what amount of local, federal or other state funding does the applicant need to secure in the future in order to complete the project? Please list how the amount will be raised by local, federal, state or private funding source or program.

Private Partners = $25M, Bonds from Net Income and Existing City Bond Capacity = $37M, Additional Private Partners, City, State and Federal = $20-$30M

Please list all past efforts to obtain state funding through the member requested local community project form, including the legislative session and the amount of funding obtained.

NA

Once completed, how will the project fund its ongoing maintenance and operation?

Project ongoing maintenance and operation costs will be funded through lease negotiations and by revenues generated by facility operations.

X. Project Benefits and Challenges

How will the requested phase of the project benefit the public?

Immediate benefits to the public will provide increased local jobs and local business revenues. Long term public benefits will reflect significant economic activity and downtown public amenities like parks, walking paths, improved transit and encourage housing options.

Are there any existing or anticipated community concerns about this project that would prevent it from moving forward?

A full Environmental Impact Statement was successfully completed for this project and the City maintains a robust outreach program for public comment.

XI. Acknowledgements - The undersigned acknowledges and agrees to the following:

If the project is funded, Commerce will require the project contact to meet contractual requirements. More information can be found here: https://www.commerce.wa.gov/building-infrastructure/capital-facilities/resource-toolkit/

- Except for pre-construction activities or purchases of real property that does not lead to construction or renovation, the grantee must have site control of the project before the contracting process can begin.
- Except for design only requests, the grantee must secure all non-state funds needed to complete the project before receiving the state reimbursement.
- The grantee and their contractors must pay applicable state prevailing wages as of the date the 2023-25 Capital Budget is approved and executed.
- The project must be built to at least the LEED Silver Standard or receive an exemption.
- Commerce reserves the right to securitize all capital contracts. All awards over $250,000 will automatically be securitized.
- The grantee must complete the process outlined in Executive Order 21-02 before the contracting process can begin. This includes both Tribal and DAHP Consultation.
- The grantees must provide insurance to cover the project.
- This is a reimbursement grant and funds may not be advanced under any circumstances. For more info, please see the CCF Toolkit.
- If the project is awarded in the capital budget, the project must meet programmatic requirements in order to contract and receive funds.

Archived: Monday, July 28, 2025 3:04:17 PM
From: Jennifer Gregerson
Sent: Friday, December 1, 2023 1:35:15 PM
To: Lee, Sheila (COM) Moore, Lena (COM)
Cc: Trevor Justin Scott Pattison
Subject: Everett Memorial Stadium
Importance: Normal
Sensitivity: None
Attachments:
Four Corner Public Facilities Improvement Fund Letter.pdf

External Email

Category 2: Sensitive information

Hello Sheila and Lena,

I'm hoping we can connect on the capital budget appropriation for Everett Memorial Stadium. We would love to get started on grant paperwork and/or see what the next steps might be for this allocation. The attached letter has the specific project reference information.

Thanks,
Jennifer

Jennifer Gregerson (she/her)
Government Affairs Director | City of Everett Administration
(m) 425.760.5274 (o) 425.257.8671
2930 Wetmore Avenue, Suite 10-A, Everett, WA 98201
everettwa.gov | Facebook | Twitter

Washington State Legislature

April 25, 2023

Kendrick Stewart
Acting Director
Washington State Department of Commerce
Olympia, WA 98504

Dear Director Stewart,

The 2023-25 Biennial Capital Budget, Engrossed Substitute Senate Bill 5200, includes an appropriation of $7,400,000 for the Everett School District: Everett Memorial Stadium as a part of the Public Facility Improvement Fund (92001367) (page 59, line 17).

The project title should read "City of Everett" as provided in the Engrossed Substitute Sente Bill 5200 as it passed off the Senate floor on March 24. In the 2024 supplemental capital budget, the Legislature intends to change the title of the appropriation to the "City of Everett." There will be no net change in the appropriation. We encourage the Department to move forward with the City of Everett as the grantee.

Thank you for addressing this issue. If you have questions, please contact us, or the capital budget staff.

Sincerely,

Senator Mark Mullet

Representative Steve Tharinger

Senator Mark Schoesler

Representative Mike Steele

Legislative Building • Olympia, WA 98504-0482

cc:

City of Everett
David Schumacher, Office of Financial Management
Jennifer Masterson, Office of Financial Management
Dave Pringle, Department of Commerce
Tony Hanson, Department of Commerce
Michael Kendall, Department of Commerce
Michael Bezanson, Senate Ways & Means Committee
Kelci Karl-Robinson, House Capital Budget Committee

Archived: Monday, July 28, 2025 3:04:24 PM
From: Moore, Lena (COM)
To: Moore, Lena (COM)
Subject: FW: Award and Delegation Letters for City of Everett New Stadium
Importance: Normal
Sensitivity: None
Attachments:
24-96531-002 City of Everett New Stadium Award Letter.docx 24-96531-002 City of Everett New Stadium Delegation Letter.docx

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From: Moore, Lena (COM)
Sent: Friday, January 21, 2025 10:27 AM
To: Jennifer Gregerson <jgregerson@everettwa.gov>; Trevor Justin <trevor@tjgovrelations.com>
Subject: Award and Delegation Letters for City of Everett New Stadium

Attached are the Award and Delegation Letters for contract 24-96531-002 City of Everett New Stadium.

You will need to send the delegation letter to DAHP and the tribes when you are ready to proceed with the 21-02 requirements.

Please let me know if you have any questions.

Lena

Lena Moore | *Program Manager*
Community Capital Facilities | Local Government Division
Cell: 360.764.0632 | Fax: 360.486.8440

Washington State Department of Commerce
1011 Plum St SE | PO Box 42525 | Olympia, WA 98504
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Archived: Monday, July 28, 2025 3:04:26 PM
From: Moore, Lena (COM)
To: Jennifer Gregerson
Subject: Possible Meeting
Importance: Normal
Sensitivity: None

Good afternoon Jennifer, would it be possible for us to schedule a meeting soon to discuss the project for Everett Memorial Stadium?

We have available times:

Thursday, December 7th, 10am to 1pm and 3pm to 4pm

Monday, December 11th, all day until 3:30pm
Wednesday, December 13th, 9am to10am and 1pm to 4pm
Thursday, December 14th, 8:30am to 1pm or 2pm to 4pm

Thanks and please let me know if any of these will work for you.

Lena

Lena Moore | *Program Manager*
Community Development and Assistance Unit | Local Government Division
Cell: 360.764.0632 | Fax: 360.486.8440

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Archived: Monday, July 28, 2025 3:04:29 PM
From: Moore, Lena (COM)
To: Trevor Justin Jennifer Gregerson
Subject: Pre-Contracting Requirements
Importance: Normal
Sensitivity: None
Attachments:
24-96531-002 Everett Memorial Stadium Contract Readiness Form.docx;General DA Program Guidelines.pdf;Tribe Consultation letter template.docx;Unanticipated Discovery Form Template 2022.doc;Insurance Requirements Information_FINAL.pdf;LEED Certification Declaration.doc;

Trevor and Jennifer, below is the list of required documentation that needs to be provided before we can execute a contract:

- **Working Papers Form – completed and signed** ***(form attached)***

- **Archaeological and Cultural Resources Review** – required under Governor's Executive Order 21-02 **and** Section 106 (when federal funds or permitting are present). Projects appropriated funding in the State's biennial Capital Budget must consult with the Department of Archaeology and Historic Preservation (DAHP) and affected Tribes to afford them the opportunity to review and comment on potential project impacts. ***Please find the attached guidance to complete this requirement, as well as example Tribal letter and an unanticipated discovery form.***

- **Site Control –** proof of control for 10+ years from final grant payment, documented by long-term lease or ownership.

- **Commitment of Funds –** Finalized budget and documentation of all funding required to complete project; documented by letters of credit or award, loan documents, board or council resolutions, etc.

- **Insurance** - Grantee must provide insurance coverage naming 'Washington State Department of Commerce' as additional insured certificate holder, that shall be maintained in full force and effect during the term of the contract with $1 million in general and professional liability, auto (if applicable), and enough fidelity (crime) coverage to cover the net amount of your grant ($2 million max). ***Note: Requirements are currently under review and may change. We will notify Grantees when finalized.***

- **LEED Certification Form** – ***Please complete and sign the attached LEED form.*** If you believe that your project requires an exemption, please have engineers/architects explain in detail why an exemption is required; make sure to sign and date page three.

Please let me know if you have any questions.

Lena

Lena Moore, Program Manager
Community Capital Facilities | Local Government Division
~~Desk: 360.725.3150~~ | Cell: 360.764.0632 | Fax: 360.486.8440
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Archived: Monday, July 28, 2025 3:04:33 PM
From: Moore, Lena (COM)
To: Jennifer Gregerson
Subject: RE: [EXTERNAL] Direct Appropriation Guidelines
Importance: Normal
Sensitivity: None

Jennifer, I just heard that we (Commerce) does not have the intent for the stadium project.

Is it possible for you to reach out to your Legislative or Senate Sponsor(s) and ask that they send the intent to Commerce? As soon as we get it, we can move forward.

Thanks,

Lena

From: Moore, Lena (COM)
Sent: Tuesday, October 22, 2024 8:35 AM
To: Jennifer Gregerson <JGregerson@everettwa.gov>
Subject: RE: [EXTERNAL] Direct Appropriation Guidelines

Jennifer, you are correct and the stadium did make it into the last Capital budget. I still do not have the legislative intent and I cannot move forward without it. I know my management has asked for it but have yet to receive it.

I will ask again this morning if they can get it from the legislative staff.

I will reach out as soon as I hear anything.

Lena

From: Jennifer Gregerson <JGregerson@everettwa.gov>
Sent: Wednesday, October 16, 2024 3:55 PM
To: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Subject: Re: [EXTERNAL] Direct Appropriation Guidelines

External Email

Category 2: Sensitive information

Hi Lena!

I am just realizing that we have let some time pass since our conversation last December! I don't believe we received a communication from Commerce about this youth athletic facility funding for the City of Everett Stadium that did make it into the Capital budget last session. Did we miss that?
Here's where our project appears in the final budget documents:
Page 73-75 at this link: https://fiscal.wa.gov/statebudgets/2024proposals/Documents/cc/5949-S.SL.pdf

Thanks!
Jennifer

Jennifer Gregerson
Government Affairs Director | Administration
Office: 425.257.8671
2930 Wetmore Avenue, Suite 10-A, Everett, WA 98201
everettwa.gov | Facebook

Category 2: For official use only / disclosure permissible by law.

From: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Sent: Thursday, December 14, 2023 9:15 AM
To: Jennifer Gregerson <JGregerson@everettwa.gov>
Subject: [EXTERNAL] Direct Appropriation Guidelines

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.

Jennifer, attached are the guideline.

Please let me know if you have any questions.

Lena

Lena Moore | ***Program Manager***
Community Development and Assistance Unit | Local Government Division
Cell: 360.764.0632 | Fax: 360.486.8440

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Archived: Monday, July 28, 2025 3:04:35 PM
From: Trevor Justin
Sent: Fri, 15 Nov 2024 00:23:26
To: Moore, Lena (COM) Jennifer Gregerson
Subject: RE: Pre-Contracting Requirements
Importance: Normal
Sensitivity: None

External Email

Thanks Lena! We will review and let you know if we have additional questions at this time.

Trevor

From: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Sent: Thursday, November 14, 2024 4:18 PM
To: Trevor Justin <trevor@tjgovrelations.com>; Jennifer Gregerson <JGregerson@everettwa.gov>
Subject: Pre-Contracting Requirements

Trevor and Jennifer, below is the list of required documentation that needs to be provided before we can execute a contract:

- *** Working Papers Form – completed and signed *(form attached)***
- *** Archaeological and Cultural Resources Review** – required under Governor's Executive Order 21-02 **and** Section 106 (when federal funds or permitting are present). Projects appropriated funding in the State's biennial Capital Budget must consult with the Department of Archaeology and Historic Preservation (DAHP) and affected Tribes to afford them the opportunity to review and comment on potential project impacts. ***Please find the attached guidance to complete this requirement, as well as example Tribal letter and an unanticipated discovery form.***
- *** Site Control –** proof of control for 10+ years from final grant payment, documented by long-term lease or ownership.
- *** Commitment of Funds –** Finalized budget and documentation of all funding required to complete project; documented by letters of credit or award, loan documents, board or council resolutions, etc.
- *** Insurance** - Grantee must provide insurance coverage naming 'Washington State Department of Commerce' as additional insured certificate holder, that shall be maintained in full force and effect during the term of the contract with $1 million in general and professional liability, auto (if applicable), and enough fidelity (crime) coverage to cover the net amount of your grant ($2 million max). ***Note: Requirements are currently under review and may change. We will notify Grantees when finalized.***
- *** LEED Certification Form** – ***Please complete and sign the attached LEED form.*** If you believe that your project requires an exemption, please have engineers/architects explain in detail why an exemption is required; make sure to sign and date page three.

Please let me know if you have any questions.

Lena

Lena Moore, Program Manager
Community Capital Facilities | Local Government Division
~~Desk: 360.725.3150~~ | Cell: 360.764.0632 | Fax: 360.486.8440
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Archived: Monday, July 28, 2025 3:04:38 PM
From: Julie DeDonato
Sent: Tue, 25 Feb 2025 18:49:31
To: Moore, Lena (COM)
Subject: Re: [EXTERNAL] Fw: Pre-Contracting Requirements
Importance: Normal
Sensitivity: None
Attachments:
Outlook-p5mxsxj0.png

External Email

Hi Lena - I am working with Scott Pattison and Jennifer Gregerson on the Everett Stadium Project, and they suggested that my team coordinate the next step questions with you directly. Are you available this week (Wed, Thurs or Friday) for a quick Teams call to discuss?

We are available:
Wednesday, 3/26 - 9-10am or 12-1pm
Thursday, 3/27 - 8:30-9am
Friday, 3/28 - 12-2pm

Let me know if any of these times work and I will send out a Teams invite.

Thank you,

Julie DeDonato | SOJ
1109 1st Ave | Suite 330 | Seattle, WA 98101
T 206.409.8086 | **sojsea.com**

From: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Sent: Friday, February 21, 2025 12:00:55 PM
To: Jennifer Gregerson <JGregerson@everettwa.gov>
Cc: Trevor Justin <trevor@tjgovrelations.com>
Subject: RE: [EXTERNAL] Fw: Pre-Contracting Requirements

Category 2: Sensitive information

Jennifer, I do have the intent, which I have attached. I have also attached the guidelines for the grant with the steps that should help you get started.

Please let me know if you have any questions or need assistance with any of the requirements.

Lena

From: Jennifer Gregerson <JGregerson@everettwa.gov>
Sent: Friday, February 21, 2025 11:44 AM
To: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Cc: Trevor Justin <trevor@tjgovrelations.com>
Subject: Re: [EXTERNAL] Fw: Pre-Contracting Requirements

External Email

Hi Lena,

I know Representative Cortes submitted the legislative intent documentation for the City of Everett Stadium capital project in early January, so I just wanted to loop back and see when we might expect the next steps to begin. We are anxious to get the contract executed so we can start to submit for reimbursement.

Thank you!
Jennifer

Jennifer Gregerson
Government Affairs Director | Administration
Office: 425.257.8671
2930 Wetmore Avenue, Suite 10-A, Everett, WA 98201
everettwa.gov | Facebook

From: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Sent: Thursday, November 14, 2024 4:17 PM
To: Trevor Justin <trevor@tjgovrelations.com>; Jennifer Gregerson <JGregerson@everettwa.gov>
Subject: Pre-Contracting Requirements

Trevor and Jennifer, below is the list of required documentation that needs to be provided before we can execute a contract:

- **Working Papers Form – completed and signed *(form attached)***

- **Archaeological and Cultural Resources Review** – required under Governor's Executive Order 21-02 **and** Section 106 (when federal funds or permitting are present). Projects appropriated funding in the State's biennial Capital Budget must consult with the Department of Archaeology and Historic Preservation (DAHP) and affected Tribes to afford them the opportunity to review and comment on potential project impacts. ***Please find the attached guidance to complete this requirement, as well as example Tribal letter and an unanticipated discovery form.***

- **Site Control –** proof of control for 10+ years from final grant payment, documented by long-term lease or ownership.

- **Commitment of Funds –** Finalized budget and documentation of all funding required to complete project; documented by letters of credit or award, loan documents, board or council resolutions, etc.

- **Insurance** - Grantee must provide insurance coverage naming 'Washington State Department of Commerce' as additional insured certificate holder, that shall be maintained in full force and effect during the term of the contract with $1 million in general and professional liability, auto (if applicable), and enough fidelity (crime) coverage to cover the net amount of your grant ($2 million max). ***Note: Requirements are currently under review and may change. We will notify Grantees when finalized.***

- **LEED Certification Form** – ***Please complete and sign the attached LEED form.*** If you believe that your project requires an exemption, please have engineers/architects explain in detail why an exemption is required; make sure to sign and date page three.

Please let me know if you have any questions.

Lena

Lena Moore, Program Manager
Community Capital Facilities | Local Government Division
~~Desk: 360.725.3150~~ | Cell: 360.764.0632 | Fax: 360.486.8440
Washington State Department of Commerce
1011 Plum St SE | PO Box 42525 | Olympia, WA 98504
www.commerce.wa.gov | Facebook | Twitter | LinkedIn | Subscribe

Archived: Monday, July 28, 2025 3:04:42 PM
From: Moore, Lena (COM)
To: Jennifer Gregerson Trevor Justin
Subject: RE: [EXTERNAL] Pre-Contracting Requirements
Importance: Normal
Sensitivity: None

Jennifer, I have found time on the following days and times:

Tuesday, December 3rd
- @ 4:00 pm

Thursday, December 5th
- @ 1:00 pm

Friday, December 6th
- 9:00 am to 10:30 am

Monday, December 9th
- 9:00 am to 12:30

Please let me know if any of these times work.

Please invite Sheila Lee - sheila.lee@commerce.wa.gov and Mike Kendall mike.kendall@commerce.wa.gov to the meeting as well.

Thanks,

Lena

From: Jennifer Gregerson <JGregerson@everettwa.gov>
Sent: Wednesday, November 20, 2024 1:36 PM
To: Moore, Lena (COM) <lena.moore@commerce.wa.gov>; Trevor Justin <trevor@tjgovrelations.com>
Subject: Re: [EXTERNAL] Pre-Contracting Requirements

External Email

Category 2: Sensitive information

Hi Lena,

Thank you for sending this along! We've been mulling over the project time constraints along with the pre-contracting requirements and have some questions. I'd like to set up a time to meet to talk through some of those questions and ideas.

Do you have availability in the next couple weeks to meet with us?

Thanks!
Jennifer

EVERETT

Jennifer Gregerson
Government Affairs Director | Administration

Office: 425.257.8671
2930 Wetmore Avenue, Suite 10-A, Everett, WA 98201
everettwa.gov | Facebook

Category 2: For official use only / disclosure permissible by law.

From: Moore, Lena (COM) <lena.moore@commerce.wa.gov>
Sent: Thursday, November 14, 2024 4:17 PM
To: Trevor Justin <trevor@tjgovrelations.com>; Jennifer Gregerson <JGregerson@everettwa.gov>
Subject: [EXTERNAL] Pre-Contracting Requirements

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.

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Lena Moore, Program Manager
Community Capital Facilities | Local Government Division

~~Desk: 360.725.3150~~ | Cell: 360.764.0632 | Fax: 360.486.8440
Washington State Department of Commerce
1011 Plum St SE | PO Box 42525 | Olympia, WA 98504
www.commerce.wa.gov | Facebook | Twitter | LinkedIn | Subscribe

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*

January 18, 2025

Scott Pattison
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

Dear Scott:

Congratulations! Governor Inslee signed the 2023-25 State Capital Budget, which includes an appropriation of $7,400,000.00 for the Everett New Stadium (Everett) Grant Project.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date or the date the facility becomes usable by the public, whichever is later. A lien on owned property is also required when receiving grants over $250,000.
- Prevailing wages must be paid for all construction labor costs incurred as of May 16, 2023.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's green buildings standards (RCW 39.35D).

Please fill out the linked Contract Readiness Survey and submit it at your earliest convenience. Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. If you have any questions or need additional information, please contact your Project Manager, Lena Moore, at (360) 764-0632 or lena.moore@commerce.wa.gov.

Sincerely,

Addeline Craig, Managing Director
Local Government Division
Community Capital Facilities

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

July 28, 2025

Attn: Scott Pattison
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

Thru: Allyson Brooks, Ph.D.
Washington State Dept. of Archaeology & Historic Preservation
State Historic Preservation Officer
1110 S Capitol Way, Suite 30
Olympia, WA 98504-8384

From: Addeline Craig, Managing Director
Community Capital Facilities Unit
Local Government Division
1011 Plum Street SE
Olympia, WA 98504-2525

Subject: Delegation of consultation under Executive Order 21-02

The Department of Commerce ("Commerce") is administering a state grant to the organization listed above ("Grantee") in implementation of a capital appropriation for the Everett New Stadium project.

This letter is to advise you that Commerce is hereby delegating consultation for the Proposed Project to the Grantee under Executive Order 21-02, Section 4. Commerce directs the Grantee, as the recipient of state grant funds, to complete consultation with Department of Archaeology & Historic Preservation (DAHP) and affected tribes on the potential effects of the proposed project on archaeology and cultural resources if the proposed project will not undergo Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Commerce reserves the right to request records and information as to the status of consultation and to intervene in consultation to ensure compliance with the agency's EO 21-02 obligations.

Sincerely,

Addeline Craig

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

January 18, 2025

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Sincerely,

Addeline Craig, Managing Director
Local Government Division
Community Capital Facilities