



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Michael Bailey, Local Government Finance Consultant
	PO Box 715
	Woodinville, WA 98972
	Baileyno6@msn.com
City Project Manager	Jennifer Gregerson
	City of Everett – Council
	2930 Wetmore
	Everett, WA 98201
	jgregerson@everettwa.gov
Scope of Work (must select one)	☒ Scope of Work is attached. One sentence summary of scope of work is as follows Enter text ☐ Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

BASIC PROVISIONS	
Completion Date	12/31/2024
Eligible Expenses (not-to-exceed)	
Maximum Compensation Amount	\$10,000 Note: the Maximum Compensation Amount is inclusive of Eligible Expenses.
Method of Payment (must select one)	☐ Lump Sum paid upon completion of all work. ☒ Payment method is described in scope of work. ☒ Payment method is as follows: Compensation to be paid within 30 days of the Consultant submitting an invoice.
State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: No 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: No “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.

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

MICHAEL E. BAILEY



Don Schwab, Council President

08/13/2024

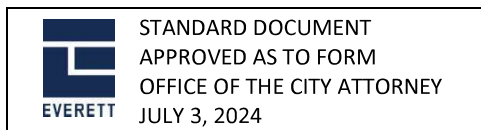
Date

Signature: Michael E. Bailey

Name of Signer: Michael E. Bailey

Signer's Email Address: baileyno6@msn.com

Title of Signer: Local Government Consultant



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

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

Compensation Amount in the Basic Provisions.

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

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

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

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

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

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

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

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

CONTRACT OF AGREEMENT BETWEEN CITY OF EVERETT, WA AND MICHAEL BAILEY, LOCAL GOVERNMENT FINANCE CONSULTANT

CONTRACT

The following is a professional service contract ("Agreement") between Michael E. Bailey ("Consultant") and the City of Everett, Washington ("CITY"). In consideration of their mutual representations, warranties and promises as set forth below, the CITY and Consultant agree to the following:

SCOPE OF SERVICES

The Consultant will provide services as described in the Scope of Services (Exhibit A) under this Agreement.

CHANGES & AMENDMENTS

Additional services may be included on an "as needed basis", as determined by the CITY. It is anticipated that the CITY may, from time to time, require changes, amendments, or modifications to the scope of work. The parties mutually agree to accept additional duties as assigned by the CITY and they shall be incorporated in written addendums to the Scope of Services (Exhibit A).

TERM OF AGREEMENT

The parties agree that the period of service by the Consultant will commence on August 27, 2024, and conclude on December 31, 2024 at which point both parties will evaluate continuation of the Agreement.

OWNERSHIP OF DOCUMENTS

All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or maintained in conjunction with the performance of this Agreement by the Consultant shall be and are the exclusive property of the CITY, except that the Consultant may use such materials to assist other public agencies. Upon request of the CITY, or upon completion of any of the services provided for in this Agreement, or upon termination of this Agreement for any reason, the Consultant shall deliver to the CITY, machine-reproducible in format acceptable to the CITY copies of any and all such materials.

BUDGET

The budget allocated for this Scope of Services shall not exceed \$10,000.00.

INDEPENDENT CONTRACTOR

The Consultant is and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the CITY. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. The Consultant, and not the CITY, shall have the right to control

the manner and means by which the work or services is accomplished. Consistent with this relationship, Consultant shall not be covered by any CITY benefit programs, such as health and welfare benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal or state tax purposes or any other purpose. Consultant shall be responsible for paying all taxes related to payments CITY makes to Consultant, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the CITY is not responsible for withholding for or paying any of those taxes.

NON-DISCRIMINATION

Consultant and its employees and agents, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the CITY by law, Agreement otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

COMPENSATION

The Consultant will provide services on an hourly basis for the term of the agreement. Compensation will be paid on an hourly rate, at \$200.00 per hour. Compensation will include only time devoted solely to tasks related to the scope, such time to include both remote and time onsite which shall be detailed in the invoice. In addition to fees for compensation, the CITY agrees that reasonable and ordinary business and travel expenses (mileage at the IRS rate) incurred by the Consultant directly relating to this Agreement (not including commuting expense) will be reimbursed based on receipts and other documentation. No compensation will apply to commute time. Out of Pocket Expenses over \$100.00 must be approved in advance by the CITY.

Consultant shall submit monthly documentation for activity on behalf of the CITY and all time incurred on the 30th of each month. Any invoices for reimbursable expenses must be supported by appropriate documentation of services provided and expenses actually incurred. Compensation will be paid within thirty (30) days of the Consultant submitting an invoice.

If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The CITY may withhold payment for such work until the work meets the requirements of the Agreement.

RECORD KEEPING

Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by the CITY'S representative for three (3) years after final payment. Copies at no charge shall be made available upon request.

SCHEDULE

This is an independent consulting position based on a flexible schedule as determined by the needs of the CITY.

CONFIDENTIALITY

All information relating to the CITY and the scope of services, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the consultant will not, in whole or in part, now or anytime, disclose information without express consent of the CITY.

PERSONNEL

None of the work or services covered by the agreement shall be subcontracted without prior written approval of the CITY, which shall have the right to assess the experience and qualifications of any subcontractors prior to approval.

TERMINATION

Either party upon giving fifteen (15) days advance written notice may terminate this agreement without cause. The parties agree that following termination, all debts, and obligations due to either party will be paid within ten business days of the notice of termination.

NOTICES

This Agreement, together with the Attachment A: Scope of Services, represents the full and complete terms of this agreement. No other document provides terms for this Agreement or is incorporated by reference, with the exception of addendums as described herein.

Failure to enforce any provision(s) in this agreement does not constitute a waiver of that provision or any other. This agreement shall be given effect and construed by the application of the law of the State of Washington (without regard to the principles thereof governing conflicts of laws) and any action or processing arising thereunder shall be brought in the courts of Washington.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be fully executed.

City of Everett, WA



Date

08/13/2024

**Michael E. Bailey
Local Government Consulting**



Michael E. Bailey, Consultant

Date

08/13/2024

ATTACHMENT A: Scope of Services

The Needed Work

Based on a review of materials and conversations with City of Everett personnel the CONSULTANT anticipates the following work to be formed under this agreement:

1. Initiate a process to assess the City of Everett budgets and financial condition.
2. Review the records and documents in the possession of the CITY, interview staff, review past reports and assess the status of the CITY's financial condition.
3. Identify and clearly portray the financial position of the City of Everett for the City Council.
4. At the discretion of the City Council President, assess the budget process and make recommendations for alternative approaches that might better serve the City's needs.
5. Provide a written report describing the observations and recommendations related to the City's budget, financial condition and financial planning practices.
6. Debrief with the City Council and / or city staff as desired and directed by the Everett City Council President.
7. Provide in-depth review and observations for selected budget items at the discretion of the City Council President.

DIE Contract_2024 Budget Analyst_Bailey_Inv 2024 08

Final Audit Report

2024-09-09

Created:	2024-08-30
By:	Angela Ely (AEly@everettwa.gov)
Status:	Signed
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"DIE Contract_2024 Budget Analyst_Bailey_Inv 2024 08" History

-  Document created by Angela Ely (AEly@everettwa.gov)
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-  Document emailed to Donald Schwab (DSchwab@everettwa.gov) for signature
2024-08-30 - 8:33:18 PM GMT
-  Email viewed by Donald Schwab (DSchwab@everettwa.gov)
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-  Document e-signed by Donald Schwab (DSchwab@everettwa.gov)
Signature Date: 2024-09-09 - 5:55:31 PM GMT - Time Source: server
-  Agreement completed.
2024-09-09 - 5:55:31 PM GMT