



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda **6:30 p.m., Wednesday, December 17, 2025** **City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: December 10, 2025

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,574,128.43 For The Period Ending November 29, 2025, Through December 5, 2025.

Documents:

[RES_CLAIMS PAYABLE 12.5.25.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,863,618.47 For The Period Ending November 29, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 25.PDF](#)

(3) Authorize The Mayor To Sign Amendment No. 2 To The 2024 Professional Services Agreement With Brown And Caldwell For WFP EOM And AM/Maintenance Program Support To Extend The Contract Completion Date.

Documents:

[BROWN AND CALDWELL_WFP EOM AND AM MAINTENANCE PROGRAM
SUPPORT_AMEND NO. 2.PDF](#)

(4) Authorize The Mayor To Sign The PSA For Preliminary, Final Design And Construction Support Services For The 41st Street To Rucker Avenue Corridor Phase 2 In The Amount Of

\$2,649,646.

Documents:

[JACOBS ENGINEERING GROUP INC_41ST STREET TO RUCKER AVE
CORRIDOR PH 2_PSA.PDF](#)

(5) Authorize Mayor To Execute The Lease Agreement With Cedar View Law At Everett Station.

Documents:

[LEASE AT EVERETT STATION WITH CEDAR VIEW LAW.PDF](#)

(6) Accept The 18th Street Pedestrian Improvements As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[MOECO LLC_18TH ST PEDESTRIAN IMPROVEMENTS_FINAL
ACCEPTANCE.PDF](#)

(7) Authorize The Mayor To Sign Professional Services Agreement Amendment No.1 With Otak, Inc. For The Dorn Avenue Drainage Improvements.

Documents:

[OTAK_DORN AVENUE DRAINAGE IMPROVEMENTS_AMENDMENT NO. 1.PDF](#)

(8) Authorize The Mayor To Sign The Partial Release Of Easements Related To The Four Corners Apartment Community Development.

Documents:

[PARTIAL RELEASE OF EASEMENTS - FOUR CORNERS.PDF](#)

(9) Authorize A Call For Bids For The PGSF WMVD Storm And Combined Sewer, Package 2 Project.

Documents:

[PGSF WMVD STORM AND COMBINED SEWER PACKAGE 2_CALL FOR
BIDS.PDF](#)

(10) Authorize The Mayor To Sign The Interlocal Agreement Establishing Snohomish Regional Drug Task Force In The Amount Of \$30,760.

Documents:

[SRDTF ILA 2026.PDF](#)

(11) Authorize The Mayor To Sign Amendment #1 For The Interlocal Agreement Between Snohomish County PUD And The City Of Everett To Install Charging For Electric Buses.

Documents:

[TRANSIT PUD GRANT ILA.PDF](#)

(12) Authorize The Mayor To Sign Amendment 1 To The Memorandum Of Understanding With The Washington State Department Of Corrections Extending The Term Through December 31, 2026.

Documents:

[WA DOC MOU AMENDMENT.PDF](#)

(13) Authorize The Mayor To Sign The Interagency Agreement With The Washington Traffic Safety Commission Regarding Participation As A Sub-Recipient In The Region 10 Target Zero Task Force Traffic Safety Grant Project.

Documents:

[WTSC HVE IAA_2025.PDF](#)

(14) Authorize The Mayor To Sign The Interagency Agreement With The Washington Traffic Safety Commission To Participate In The 2025 FG 5539-Region 10 Walker Roller Safety Grant For Federal Fiscal Year 2026.

Documents:

[WTSC REGION 10 WALKER ROLLER SAFETY GRANT FFY26.PDF](#)

(15) Authorize The Mayor To Sign Amendment No. 3 To The Professional Services Agreement With Shiels Oblatz Johnsen, Inc. To Extend The Current Professional Services Agreement Through February 28, 2026.

Documents:

[SOJ AMENDMENT NO. 3.PDF](#)

(16) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With Intelligent Partnerships Inc. To Extend The Current Professional Services Agreement Through February 28, 2026

Documents:

[2025 PSA AMENDMENT 1 INTELLIGENT PARTNERSHIPS.PDF](#)

(17) Authorize The Mayor To Sign Amendment No. 1 For The Professional Services Agreement With Kimley Horn For The Outdoor Event Center Project.

Documents:

[KIMLEY HORN PSA AMEND NO. 1.PDF](#)

(18) Authorize The Mayor To Sign A Professional Services Agreement To Extend Enhanced Security Services.

Documents:

[RSU PSA.PDF](#)

PROPOSED ACTION ITEMS:

(19) CB 2512-88 – 1st Reading - Adopt An Ordinance Creating A Special Improvement

Project Entitled "Pedestrian Safety RRFB – Everett Ave & 79th PI SE" Fund 303, Program 136, To Accumulate All Costs For The Improvement. (3rd & Final Reading 1/14/26)

Documents:

[CB 2512-88.PDF](#)

(20) CB 2512-89 – 1st Reading - Adopt An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 To Accumulate All Costs For The Project. (3rd & Final Reading 1/14/26)

Documents:

[CB 2512-89.PDF](#)

(21) CB 2512-90 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "I-5/US-2 Interim Ramp Improvements" Fund 303, Program 135, To Accumulate All Costs For The Improvement.

Documents:

[CB 2512-90.PDF](#)

ACTION ITEMS:

(22) CB 2511-82 – 3rd & Final Reading - Amending An Ordinance Relating To Closing A Special Improvement Project Entitled "Everett Smelter Drainage" Fund 336, Program 028, Amending Ordinance No. 4057-24.

Documents:

[CB 2511-82.PDF](#)

(23) CB 2511-83 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "WFP Air Scour Blower Building Replacement" Fund 336, Program 034, As Established By Ordinance No. 4039-24.

Documents:

[CB 2511-83.PDF](#)

(24) CB 2511-84 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Citywide Bicycle Wayfinding" Fund 303, Program 126, As Established By Ordinance No. 3865-22.

Documents:

[CB 2511-84.PDF](#)

(25) CB 2512-86 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Garfield Park Playground Renovation", Fund 354, Program 109, To Accumulate All Costs For The Project.

Documents:

[CB 2512-86.PDF](#)

(26) CB 2512-87 – 3rd & Final Reading - Adopt An Ordinance Relating To Due Dates For Utility Billing, Amending EMC 14.04.160, 14.16.650, 14.16.660 And 14.16.700.

Documents:

[CB 2512-87.PDF](#)

(27) Approve A Resolution Adding The Residence At 1702 Rucker Avenue To The Everett Register Of Historic Places.

Documents:

[1702 RUCKER EVERETT REGISTER.PDF](#)

(28) Authorize Mayor Or Mayor's Designee To Sign Petition For Vacation Of A Portion Of County Road "Monroe Camp Road" And To Take All Other Steps Necessary For The Vacation, Including Delivery Of Payment To Snohomish County Of The Appraised Value Of The Vacated Property.

Documents:

[VACATION OF MONROE CAMP ROAD.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->.



Whereas the claims payable by checks against the City of Everett for the period November 29, 2025 through December 5, 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:

[illegible]

Passed and approved this _____ day of _____, 2025

TOTAL CLAIMS	2,574,128.43
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Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of November 29, and checks issued December 05, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	13,741.45	7,205.88
003	Legal	123,860.35	24,918.60
004	Administration	49,958.55	7,108.36
005	Municipal Court	87,878.42	24,189.37
007	Personnel	55,453.01	14,807.23
010	Finance	99,629.34	27,990.71
015	Information Technology	128,920.01	34,629.07
018	Communications and Marketing	18,836.51	5,543.80
021	Planning & Community Dev	138,836.54	35,496.85
024	Public Works	239,197.67	67,888.63
026	Animal Shelter	62,345.37	19,807.45
030	Emergency Management	8,446.91	2,407.14
031	Police	1,436,816.43	320,226.91
032	Fire	780,518.08	208,502.60
038	Facilities/Maintenance	98,257.57	32,828.86
101	Parks & Recreation	138,961.67	46,737.41
110	Library	109,210.79	34,653.10
112	Community Theatre	9,108.95	2,392.87
120	Street	70,901.77	22,744.44
153	Emergency Medical Services	439,499.62	105,122.02
197	CHIP	8,663.93	1,857.05
198	Community Dev Block	4,110.32	1,136.94
401	Utilities	998,211.78	323,928.08
425	Transit	610,752.41	186,389.63
440	Golf	42,675.04	12,754.37
501	Equip Rental	88,825.98	29,397.93
		<u><u>\$5,863,618.47</u></u>	<u><u>\$1,600,665.30</u></u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2025.

Council President

Project title: Amendment No. 2 to the 2024 Professional Services Agreement with Brown and Caldwell for WFP eOM and AM/Maintenance Program Support

Council Bill #

Project: WFP eOM and AM/Maintenance Program Support

Partner/Supplier: Brown and Caldwell

Agenda dates requested:

Location: Water Filtration Plant

Preceding action: Amendment No. 1 ([02/05/2025](#))

Fund: 401 – Water & Sewer Utility Fund

Briefing

Proposed action

Consent 12/17/25

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Fiscal summary statement:

Amendment No. 2 to the Professional Service Agreement with Brown and Caldwell for WFP eO&M and AM/Maintenance Program Support makes no changes to the expenditures or total compensation.

Project summary statement:

In 2024 the City contracted with Brown and Caldwell (B&C) to assist in the development of a comprehensive Asset Management Program and assist in developing an electronic Operations and Maintenance (eO&M) SharePoint site for the Water Filtration Plant so both water and wastewater plants have similar operations and maintenance documentation accessibility, management and training capabilities.

In 2025 the contract was amended to include the completion of “quick win” activities that were identified while developing the comprehensive Asset Management Program. In addition, the City identified the need to develop an eO&M SharePoint site for the Transmission and Distribution (T&D) System to have consistent documentation accessibility, management and training across City facilities and systems.

Due to unanticipated operational limitations associated with ongoing capital improvement projects, as well as activities identified in the Asset Management Program requiring additional effort than originally anticipated, contract extension is necessary to ensure adequate time for completion of data collection for the eO&M manuals for WFP and the T&D System.

Amendment No. 2 to the 2024 Professional Services Agreement with Brown and Caldwell for WFP eOM and AM/Maintenance Program Support extends the term of the existing Professional Services Agreement to December 31, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the 2024 Professional Services Agreement with Brown and Caldwell for WFP eOM and AM/Maintenance Program Support to extend the contract completion date.

Initialed by:

RLS

Department head

Administration

Council President



**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	Brown and Caldwell
City Project Manager	Jeff Marrs
	jmarrs@everettwa.gov
Original Agreement Date	4/16/2024

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

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**

BROWN AND CALDWELL

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Lynn Stephens

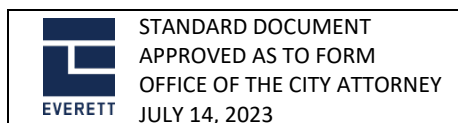
Signer's Email Address: lstephens@brwncald.com

Title of Signer: Senior Manager

Date

ATTEST

Office of the City Clerk





City Council Agenda Item Cover Sheet

Project title: 41st Street to Rucker Avenue Corridor Phase 2 Professional Services Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
PSA

Department(s) involved:
Public Works

Contact person:
Tom Hood, P.E.

Phone number:
425-257-8809

Email:
THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: 41st Street to Rucker Avenue Corridor Phase 2

Partner/Supplier: Jacobs Engineering Group, Inc.

Location: 41st Street to West Marine View Drive

Preceding action: Funding ordinance no. [4118-25](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The City seeks a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. with a total compensation of \$2,649,646.

Project funding is provided by Fud 303, program 123. The programmed available funding for the project is \$3,000,000.

Project summary statement:

The PSA with Jacobs Engineering Group, Inc. will provide Preliminary, Final Design and Construction Support Services for Phase 2 of the freight mobility corridor which include improvements at the following six (6) intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- Pacific Avenue/West Marine View Dr
- Hewitt Avenue/West Marine View Dr
- Wall Street/West Marine View Dr
- California Street/West Marine View Dr
- 41st Street/Colby Avenue

The project will also include pavement rehabilitation for freight traffic along W Marine View Dr between Pacific Avenue and Terminal Avenue.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the PSA for Preliminary, Final Design and Construction Support Services for the 41st Street to Rucker Avenue Corridor Phase 2 in the amount of \$2,649,646.



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	Jacobs Engineering Group, Inc.
	1100 112th Avenue NE, Suite 500 Bellevue, WA 98004
	Jeannette.DeLay@jacobs.com
City Project Manager	Tom Hood, P.E.
	City of Everett – Public Works 2930 Wetmore Ave., 10-C Everett, WA 98201
	THood@everettwa.gov
Brief Summary of Scope of Work	Provide Preliminary, Final Design and Construction Support Services for Phase 2 of the freight mobility corridor which includes improvements at 6 intersections.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$2,649,646

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Marsh Risk & Insurance Services
	1-212-948-1306
	CIRTS_Support@jacobs.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>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?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“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).</p> <p>“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.</p>
Willful Wage Violation Certification	<p>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.</p>

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**

JACOBS ENGINEERING GROUP, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Jeannette DeLay

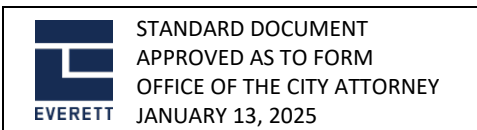
Signer's Email Address: Jeannette.DeLay@jacobs.com

Title of Signer: Manager of Projects

Date

ATTEST

Office of the City Clerk



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/eplsearch.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)**

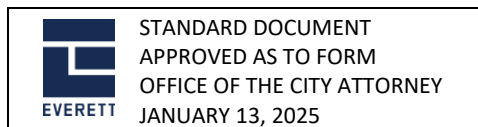


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK
Exhibit A – Scope of Services
City of Everett
41st Street Rucker Freight Corridor – Phase 2
Preliminary and Final Design and Construction Support Services

Introduction and Background

The freight corridor improvements in City of Everett are being developed and constructed in several phases.

Phase 1: City of Everett prepared a Freight Access and Mobility Study in 2009 that identified improvements along 41st Street, Rucker Avenue, Pacific Avenue, and W. Marine View Drive for freight travel through Everett and to/from the Port of Everett. Phase 1 of the 41st Street Rucker Avenue freight improvements has been constructed.

Phase 2: Since phase 1 improvements, the City has been redeveloping the downtown area and considering further improvements for freight mobility that would also improve safety for all users. In 2024, they completed the planning for Phase 2, which identified and evaluated concepts to improve freight mobility along the study corridor. The preferred concept includes improvements at four intersections along the corridor:

- 41st Street/Rucker Avenue
- Pacific Avenue/Grand Avenue
- Pacific Avenue/W. Marine View Drive
- W. Marine View Drive/Terminal Avenue

Table 1: Description of Preferred Design Concepts

Design Concept	Intersection	Location	Description
2A.2	3	W Marine View Drive/Pacific Avenue	Reorientation of W Marine View Dr/Pacific Ave intersection – West shift, with Grand Ave
2A.2	2	Grand Avenue/Pacific Avenue	Grand Ave pedestrian safety changes
3A	4	W Marine View Drive/Terminal Ave	Intersection Improvements at W Marine View Dr/Terminal Ave intersection – Eastbound right

3B	4	W Marine View Drive/Terminal Ave	Intersection Improvements at W Marine View Dr/Terminal Ave intersection – Northbound left
4	1	41st Street/Rucker Avenue	Intersection Improvements at 41st St/Rucker Ave intersection - Westbound right

This scope will conduct preliminary and final design engineering for construction of the Phase 2 preferred concept.

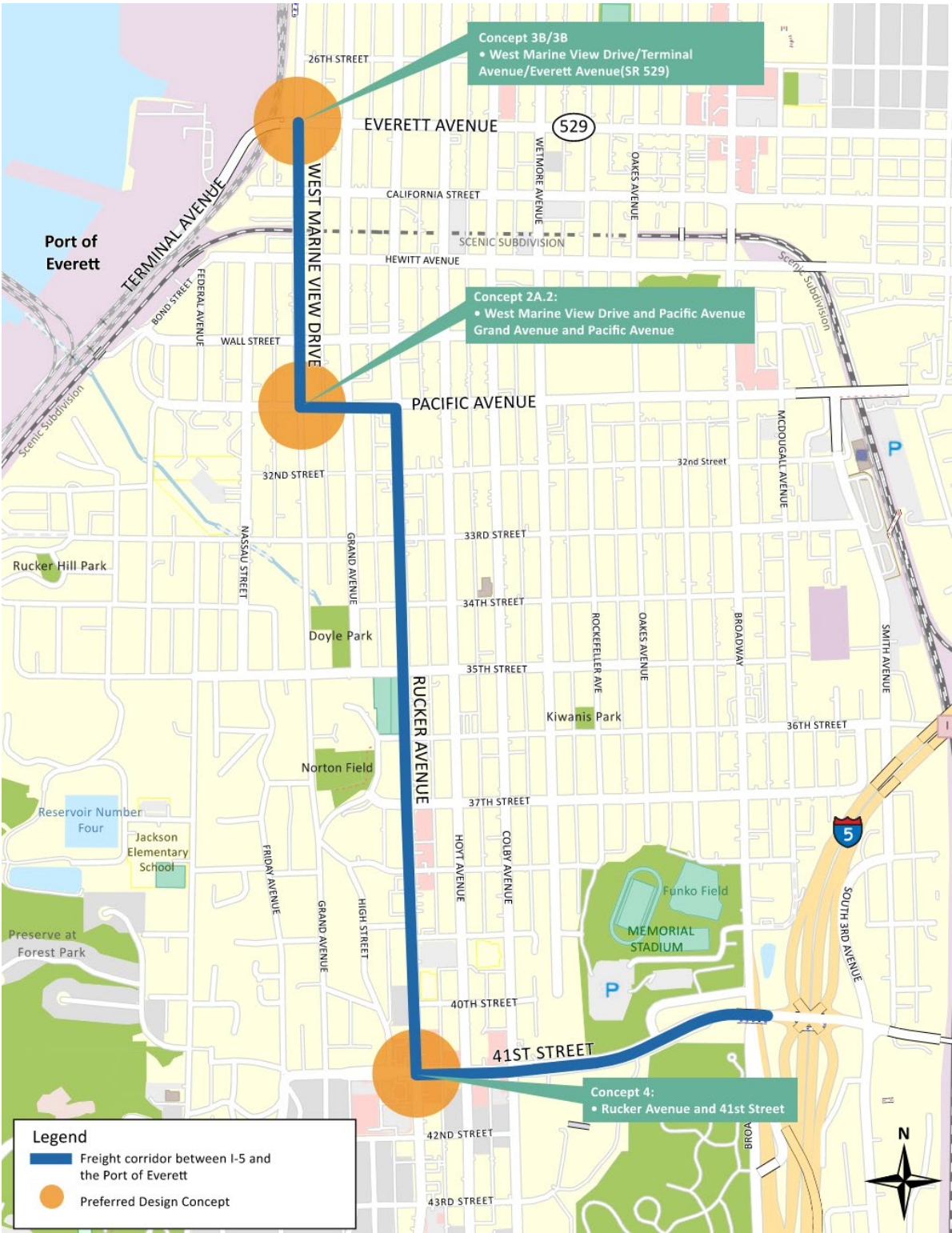
The scope will also provide final design engineering for signal improvements located at two additional intersections: California Street/West Marine View Drive and 41st Street/Colby Avenue.

In addition, this scope will evaluate the existing pavement along West Marine View Drive between Pacific Avenue and Terminal Avenue to provide pavement rehabilitation for freight traffic. This includes upgrade of the curb ramps to meet current ADA standards at the following intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- Hewitt Avenue/West Marine View Dr
- Wall Street/West Marine View Dr
- Pacific Avenue/West Marine View Dr
- California Street/West Marine View Dr
- 41st Street/Colby Avenue

The project is funded by the State of Washington's Connecting Washington funding package passed in 2015.

Figure 1: Map of Preferred Design Concepts



General Scope of Services

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General Assumptions

- For budgeting purposes, the Consultant's performance period is assumed to be approximately 3.25 years, from 10/1/2025 to 12/31/2028.
- The City will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this Agreement. Changes in any design standards or requirements after work has begun may result in extra work, necessitating an amendment to this contract.
- Measurements will be in English units. Electronic documents will be in AutoCAD version 2020 and Microsoft Office 2010.
- Scheduling software will be Microsoft Project or similar (use of a spreadsheet for schedule planning is allowable).
- Applicable guidance:
 - AASHTO, "A Policy of Geometric Design of Highways and Streets", 2018
 - Washington State Department of Transportation (WSDOT)/American Public Works Association (APWA), "Standard Specifications for Road, Bridge, and Municipal Construction", 2024
 - AASHTO, "Guide for the Development of Bicycle Facilities", 2024
 - WSDOT/APWA, "Standard Plans for Road, Bridge, and Municipal Construction", October 2024
 - WSDOT, "Design Manual", M22-01, September 2024
 - WSDOT, "Bridge Design Manual", M23-50.24, June 2025
 - WSDOT, "Pavement Policy", September 2018
 - FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), 11th edition
 - Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW), 2024
 - Public Rights-of-Way Accessibility Guidelines (PROWAG), 2023
 - City of Everett Municipal Code, 2021
 - City of Everett, "Design and Construction Standards and Specifications for Development", January 2025
 - City of Everett, "Standards Manual for Civil CAD and Graphics", January 2025

- For Right of Way activities, Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines Section 25 (Right of Way Procedures), current WSDOT Right of Way Manual, Chapter 4, City of Everett WSDOT approved ROW Procedures, Chapter 25.3 of the WSDOT Local Agency Guidelines (LAG) Manual, WSDOT Local Agency provided ROW document templates

Task 1 – Project Management and Administration; Project Meetings

This task includes administration of the contract between the City and the Consultant and project management of tasks necessary for the project. This task includes all administrative services needed to coordinate with the City and the Subconsultants and to complete the project on time and within budget. This task includes project coordination meetings necessary for the project.

Project Administration

The Consultant will provide project management and administration (including invoicing and monthly progress reports) and coordination with City staff throughout the project's duration. The Consultant's Project Manager will provide oversight, direction, and management of the project team for execution of work as identified in this scope of services and will monitor the project budget and schedule.

This work is intended to help monitor budgets and propose corrective actions. This may include formal scope and/or budget modifications. The Consultant's Project Manager will maintain communication with the City's Project Manager and the Consultant Team via informal meetings, telephone discussions, electronic mail, and other means, as needed.

The Consultant's Project Manager will provide direction to the project team and conduct internal project coordination meetings with appropriate task Leads. The Consultant will provide direction to Subconsultants and review of their work over the course of the project. The Consultant will prepare and submit monthly invoices and a brief progress report to reflect progress over the last billing period and anticipated activities over the next billing period. The Progress Report will summarize work accomplished during the billing period, work to be accomplished in the next billing period, meetings attended, problems/issues encountered, and actions taken for their resolution. All backup information such as expense records for the Consultant and Subconsultants will be submitted with each invoice.

Project Work Plan and Schedule

The Consultant will prepare a work plan for the project after the Notice to Proceed which includes a communication plan, identification of deliverables, a quality control plan, procedures for change management, risk identification and management, and health and safety plan. The Consultant will develop, regularly update, and, upon request, submit a project schedule including milestones dates for each work item.

Meetings

The Consultant will meet periodically with the City Project Manager and City staff to coordinate the project and deliverables. Up to 112 meetings are assumed for the duration of the project. As needed, Consultant will follow up after the meetings with Meetings Notes and action items.

Assumptions:

- Project meetings will be held online.
- Project Kick-off meeting and design review meetings will be held at City offices. Consultant travel is assumed for in-person meetings. Preparation of Agenda and meeting materials is assumed for these meetings.
- Project coordination meetings will be no longer than 1 hour in duration, except for the in-person meetings that will be no longer than 2 hours in duration.
- It is assumed that up to 3 Consultant staff will attend the meetings (the Consultant Project Manager and task Leads, as needed).
- Utility coordination meetings are not included in this task (see Task 5).
- Design workshop with the City to confirm final preferred concept is not included in this task (see Task 6).
- Real Estate Services coordination meetings are not included in this task (see Task 20).
- Public Outreach coordination meetings are not included in this task (see Task 21).

Project Kick-off

The Consultant will prepare and agenda, attend, facilitate and follow up on a project Kick-off meeting to be held at City offices.

Project Coordination Meetings

The Consultant's Project Manager and/or Design Manager will meet with the City Project Manager monthly, for up to 32 meetings for the duration of the project, to coordinate the project tasks, management, and administration.

Consultant team will meet bi-weekly for up to 64 meetings for the duration of the project. These meetings will be in addition to the coordination meetings held with City staff, for the Consultant and Subconsultant only. Consultant's Project Manager will utilize up to 32 of these meetings to progress the overall project and manage tasks, schedule, and budget. The Consultant's Design Manager will utilize up to 32 these meetings to coordinate and progress the design, discuss and resolve design issues and prepare for design submittals.

Consultant will prepare for and attend up to 10 additional coordination meetings with City resource groups, staff, and subject matter experts, as needed and determined by Consultant Project Manager and/or Design Manager and City Project Manager. These meetings will be utilized to answer questions and resolve design issues for any design discipline working on the project during the design phase. These meetings will also be utilized during the construction coordination phase of the project.

Consultant will prepare an agenda and meeting materials, attend, facilitate and follow up on for up to 5 design review meetings. These in-person meetings will be utilized to review the most recently submitted design milestone, comments and discussed proposed resolutions (30%, 60%, 90%, 100%, and Ad-ready plans).

Quality Assurance

This task is for development and execution of a quality assurance (QA) plan for oversight of quality and review of Consultant and Subconsultant deliverables by a designated staff member of the Consultant team. The plan will cover review of documents, reports, plans, specifications, cost estimates, and pertinent information on an ongoing basis. The plan entails the periodic review of study criteria, design, and assumptions, as well as concepts, presentation, and format of products, and consistency with the overall project objectives and scope.

Assumptions:

- All QA/QC documentation will be available for the City to review, upon request, but is not a formal deliverable for this project
- Hours required for quality control (checking) of all work products on this project are included in the tasks under which those work products are scoped

Deliverables:

- Monthly Invoices and Progress Reports (up to 34 invoices)
- Project work plan, including communication, change management, quality assurance/quality control, risk identification and management, and health and safety plans (internal team documents, submitted to City upon request)
- Project schedule and regular updates (up to 34 monthly updates) (internal team document, submitted to City upon request)
- Subconsultant agreements, coordination, budget and review the project progress and submittals (internal team documents, submitted to City upon request)
- Preparation, attendance, facilitation and follow up for project coordination meetings (up to 112 meetings)
- Agenda and meeting materials preparation for Kick-off meeting and up to 5 design milestone review meetings
- Meeting Notes with action items, following project meetings, as needed

Task 2 – Environmental Permitting

This Scope of Services includes preparation of environmental documentation in compliance with the State Environmental Policy Act (SEPA) and Executive Order 21-02 due to the use of Connecting Washington grant funds. The Scope of Services identifies this and other key assumptions that the Consultant has relied upon in determining the Consultant's effort, fee, scope, and schedule for the project. The Consultant and the City agree to renegotiate these terms in the event a key assumption becomes invalid.

Cultural Resources Assessment

SEPA and Governor's Executive Order 21-02 require evaluating potential impacts to historic, archaeological, and cultural resources, in consultation with the State Historic Preservation Officer (SHPO) and Native American Tribes. This assessment includes an archaeological survey and a historic built environment study.

Archaeological Study

Prior to fieldwork, the Consultant will conduct an online review of previously identified cultural resources and previously conducted investigations within the project footprint plus a 1-mile-radius study area with the Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archeological Records Data (WISAARD). The Consultant will also review geomorphological data, aerials, plats and atlases, city fire insurance maps, GLO maps, and soils mapping to assess archaeological potential within the project footprint. Interested Tribes will be identified using WISAARD.

Because most of the project area is heavily developed and underlain by Pleistocene glacial drift, in situ archaeological resources are not expected in surface or buried contexts. Thus, conventional pedestrian survey will likely not be effective for most of the project area. A field visit by Consultant archaeologists will confirm conditions in the project area. Portions of the project area that appear minimally disturbed will be mapped on a GPS device and surveyed at no greater than 15 meter transects. Representative photographs will be taken throughout the project area.

Areas appearing minimally disturbed will be recommended for subsurface testing in the form of shovel probes. This will require a second mobilization to allow for utility locates to be conducted prior to excavation. The fieldwork may include up to 12 shovel probes (hand dug round holes, no more than 40 cm wide at the surface). Shovel probes will be excavated to a depth of approximately 100 centimeters, to Pleistocene-aged sediments, or to dense gravel deposits of obstructing rocks, whichever is encountered first. Sediment from the shovel probes will be screened through 1/4-inch mesh unless it is clearly recent fill. If a shovel test probe contains cultural deposits, the Consultant will record the contents of the probe, photograph the cultural deposits, and map the probe location using a GPS unit. No artifacts will be collected, which will instead be returned to the bottom of the shovel test probe of origin. All shovel test probes will be backfilled upon completion.

At least two weeks prior to fieldwork, the Consultant will reach out to potentially interested Tribes for informal technical coordination in order to introduce the project and

proposed field methods and invite the Tribes to provide any knowledge of important resources that are not captured in the WISAARD database.

Historic Built Environment Study

Architectural historians meeting the *Secretary of the Interior's Professional Qualification Standards for Architectural History* will conduct a background study of the area of potential effects (APE). A survey cutoff date of 45 years of age or older will be used. Prior to the fieldwork, the Consultant will obtain date of construction information for properties located within the survey area through review of county assessor records and aerial photographs and maps to identify which properties meet the survey cutoff date.

Consultant architectural historians will review the DAHP's WISAARD database to identify any previously recorded built environment properties within the APE. Additional research will include using available online materials at local historical societies, archives, agency records, and other sources to gain an understanding of what property types may be encountered during fieldwork. This background research will inform the development of a historical overview that will guide preliminary National Register of Historic Places (NRHP) evaluations.

An architectural historian will complete a survey of built environment APE from the public right of way. The built environment APE encompasses the project footprint, including the roadway, sidewalk improvements, and any areas where the project construction will cross adjacent tax parcels. Tax parcels included in the project footprint or adjacent to sidewalk improvements will be surveyed to consider potential effects to the setting of any historic properties that may be present. Any properties within the APE that have within the last 10 years been inventoried and evaluated for listing in the NRHP with concurrence by DAHP will not be re-inventoried unless conditions have changed since the property was recorded. Inventoried properties will be recorded on Washington State Historic Property Inventory Forms in the WISAARD database.

Cultural Resources Technical Report

Following fieldwork, the Consultant will prepare a report that summarizes the cultural resources assessment and meets DAHP guidelines. The report will present the results of the background research and fieldwork and will provide a brief historical overview that describes the natural setting and historical development of the survey area. It also will present a regulatory context that identifies relevant permitting processes and compliance with local, state, and federal preservation requirements. Further, it will tabulate built environment resources that meet the survey cutoff date in the survey area and provide preliminary NRHP evaluations of eligibility. The Consultant will make a preliminary recommendation as to whether the project will adversely affect any cultural resources eligible for or listed in the National Register of Historic Places (NRHP) and provide recommendations for future work, such as additional research, fieldwork, or other activities to support compliance with local, state, and federal cultural resources regulations the project is subject to.

The survey results will be incorporated into a combined cultural resources assessment report that addresses archaeological and built environment resources within the APE. If historic properties are located within the APE, the Consultant will determine if the

project impacts historic properties. The Consultant will submit the draft report to the City for review. A revised report will be submitted to WSDOT Local Programs for review and submittal to DAHP and the Tribes.

Assumptions:

- The fieldwork for the cultural resources assessment includes two archaeologists for no more than 30 hours, not including travel and logistics.
- This proposal assumes no archaeological resource will be identified.
- There may be up to 1 hour of coordination with the DAHP and the Native American Tribes via email and telephone to support approval of the study effort and the final report.
- If potentially important cultural resources are identified during the review, recommendations will be provided in the report on potential mitigation measures available to the client. Any additional fieldwork, consultation, or analysis (e.g., consultation on project designs, artifact analysis, archaeological data recovery, and data recovery reporting) beyond what is specified in this scope of work would be covered by separate scope of work.
- No in-person background research will be conducted.
- Fieldwork for the built environment study will be conducted in one 10-hour day.
- No more than 6 historic property inventory forms will be required.
- No memorandum of agreement will be prepared if impacts to historic properties are identified.
- The project has no federal nexus and does not require consultation under Section 106 of the National Historic Preservation Act.
- Survey delays due to inclement weather, inability to safely access the project site, or other issues beyond Jacob's control may require additional scope and budget.
- This scope assumes no Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs), or Traditional Cultural Properties (TCPs) will be identified. Evaluation of HPRCSITs or TCPs will require consultation with area tribes. Assessment of impacts to HPRCSITs or TCPs will require consultation with area tribes. This scope assumes no consultation for the assessment of project effects to NRHP-eligible resources will be needed.

Deliverables:

- Draft Cultural Resources Assessment for City review (electronic only)
- Revised Draft Cultural Resources Assessment for WSDOT Local Programs review (electronic only)

- Final Cultural Resources Assessment Report for WSDOT and DAHP concurrence (electronic only)
- KMZ of 100-foot (30 meter) buffers around any recommended archaeology avoidance areas

SEPA Documentation

The Consultant will prepare a Draft SEPA Checklist for submittal to the City for one round of review as the SEPA lead agency, in compliance with Everett Municipal Code Chapter 19.43. The SEPA Checklist will be prepared based upon desktop review of publicly available information, data provided by the City, technical documentation described in this Scope of Services, and one field visit conducted by two Consultant staff. A final SEPA Checklist will be submitted addressing City comments.

The checklist will address the questions included in Washington Administrative Code (WAC) 197-11-960, also found on the City of Everett SEPA Environmental Checklist. The Consultant will complete the environmental elements section of the checklist. No additional technical studies will be included aside from those described in this scope of work.

Assumptions:

- No City preapplication meetings will be scheduled or conducted by the CONSULTANT. SEPA submittal and feedback with Everett will be assumed to be handled by CLIENT staff along with clarification of any local City of Everett permit needs.
- Critical areas are not present on-site that trigger the need for preparation of a critical areas report in support of SEPA.
- The project will qualify for a SEPA Mitigated Determination of Non-Significance. The project will not result in potentially significant impacts and the City will not require an Environmental Impact Statement.
- The City will fulfill public notice requirements associated with SEPA.
- The project does not require compliance with the Healthy Environmental for All (HEAL) Act because the total project cost is less than \$15 million.
- No federal nexus exists for this project; the project will thus not be subject to compliance with the National Environmental Policy Act (NEPA).

Deliverables:

- Draft SEPA checklist application (electronic)
- One electronic version and 1 hardcopy of the final SEPA checklist following one round of review for submittal to the City of Everett

Hazardous Materials

The Consultant will prepare a hazardous materials technical memorandum that should be modified to fit the individual project needs. Hazardous materials documentation is required due to the nature of the site being in a developed area and the need for excavation and right-of-way acquisition for the project. A review of the Department of Ecology's hazardous materials and spills databases and federal hazardous materials databases will be completed. A site reconnaissance will be completed because the project is located adjacent to commercial properties and property acquisition is proposed.

Assumptions:

- Regulatory file review may be warranted for hazardous material sites or releases near the project. A regulatory file review of up to three sites will be completed as part of this scope.
- A full ASTM International Phase I or Phase II Environmental Site Assessment is not included in this scope. If required, the additional analysis and reporting will be addressed in a cost modification.
- A subsurface investigation and lead/asbestos surveys are not included in this scope.
- If one year has passed since the completion of the hazardous materials technical memorandum, an updated database review would be required to determine if any conditions have changed, or additional spills have been documented. At a minimum, this would include a review of the Department of Ecology's databases. Any additional database review will be addressed in a cost modification.

Deliverables:

- Draft Hazardous Materials Technical Memorandum (pdf only)
- Final Hazardous Materials Technical Memorandum (pdf only)

Permitting

The Consultant will provide up to 16 hours of support from a senior planner or biologist to assist the City with local land use development permit applications required for the project.

Assumptions:

- Grading, right-of-way, development, and other permits required by the City will be obtained by the City or the construction contractor.
- The project will not disturb more than one acre of land and discharge to a waterbody. Therefore, an NPDES Stormwater Construction General Permit will not be required.
- Critical areas are not present on-site that trigger the need for critical areas review or permitting.

Deliverables:

- Permitting support

Task 3 – Topographic Survey and ROW Mapping

This task includes providing topographical surveying, basemapping, utility mapping, and ROW mapping for project as follows:

Topographic Survey

Consultant will establish survey control, a minimum of three (3) project specific control monuments at each intersection. Survey area and basemapping will extend from right-of-way to right-of-way and 200' beyond intersection along centerline in each direction. Survey area and basemapping will extend from back of sidewalk to back of sidewalk along West Marine View Drive between Terminal Ave and Pacific Ave. NAD83 (2011) horizontal and NAVD88 vertical datums will be used for the basemapping. Consultant will prepare topographic contour lines at one-foot intervals generated with a digital terrain model (DTM). Compliance with the Revised Code of Washington (RCW) standards for accuracy of survey is required.

Survey will locate and map visible features necessary for the creation of an engineering design base map. Typical features include the following elements within the right-of-way (ROW):

- Topographic and Planimetric, including channelization
- Edge of Pavement, gravel, grass, concrete, etc.
- Curb and sidewalk, including curb cuts and ADA ramps
- Signs and signals
- Trees 6" or greater, DBH, and edges of significant vegetation
- Walls, rockeries, and fences (or faces of)
- Ground measurements will be captured sufficient to generate a digital terrain model (DTM) at one-foot contours
- Visible improvements situated within the described mapping limits

Utility Mapping

Consultant will rely upon a private utility locator to place tone (paint) marks within the survey limits for conductible utilities within ROW and City property. It is expected that some utilities will be impractical or infeasible to identify, in these cases additional resources may be required and contracted through an amendment. Through 811 service, the survey basemap will state the utility locate ticket number and list potential utility stakeholders in the vicinity.

This task includes the mapping of utilities throughout the survey limits, including within the roadway. The Consultant will arrange for underground 'conductible' utility locating, by means of a private utility firm to be used within the apparent Right-of-Way in the project limits. This service will locate utilities within the project corridor limits. The

Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the utility locating service.

Assumptions:

- Franchise utilities are typically marked by the franchise.
- Underground utilities to be mapped include power, natural gas, water, fiber optic line, cable TV, telephone, and traffic.
- Surface Observable to include power poles, vaults, risers, fire hydrants, water valves/meters, gas valves, traffic signal/traffic control boxes, and overhead utility lines.
- Stormwater structures – The center of rims on catch basins and storm drain manholes will be collected.
- Sanitary sewer structures – The center of rims on sewer manholes will be collected.
- Pipe invert elevations are a part of the scope of services.

Right-of-Way Mapping

Consultant will identify and include property boundaries and right-of-way lines in the survey. Information from property records obtained by the consultant and provided by the City will be combined by calculations with property corners found during field survey, to align the property boundary mosaic to the Project datum. Property boundaries for impacted land parcels by design and adjacent rights of way will be resolved and incorporated into the mapping and drawing products listed herein. Assumed 10 land parcels will be impacted requiring review of title reports and resolution of property boundaries. Legal Descriptions and Exhibit drawings will be created to support land acquisition of property and easement to support design elements impacting land parcels.

Assumptions:

- City will obtain all necessary permits and approvals required for the survey work in compliance with local and state regulations.
- The survey team will implement stringent quality control measures to ensure accuracy and reliability of survey data.
- City will provide title reports with full supporting documents to support the calculation of available right-of-way and easement locations.
- Traffic control, if required, will be a uniformed officer and billed as an invoiced direct cost as an additional item.
- Measurement of tree driplines/canopies are not a part of the scope services. Tree Tags are not a part of the scope of services.

- Setting of property corners is not a part of the scope of services.
- A record of Survey is not a part of the scope of services.

Deliverables:

- Survey control notes and legend
- Topographic Survey with 1-foot contour intervals (electronic copy)
- AutoCAD Surfaces (DTM Files) (electronic copy)
- Copy of field survey books (hard copy)
- ASCII file of control points
- Subsurface utility locations for as-built underground features
- Survey up to 28 pavement coring locations
- Survey up to 4 geotechnical boring locations
- Survey up to 15 utility pothole pin locations

Task 4 – Geotechnical

This task includes geotechnical engineering services to support the design team. Geotechnical engineering services are needed to support development of contract documents for the construction of retaining walls, utilities, stormwater infrastructure, signal pole foundations, and other road improvements associated with the project.

The geotechnical engineering effort will include the following activities:

Review Existing Geotechnical and Foundation Information

Collect and Review Available Geotechnical Data: Consultant will collect and review readily available and relevant geotechnical information within the project site. This review will include online geotechnical databases, geologic maps, and Consultant library.

Pavement Coring

The Consultant will core the pavement at up to 28 locations within the travel lanes to assist in pavement design for the project. Pavement will be conducted in coordination with geotechnical borings. Consultant will photograph each of the pavement cores and log the pavement layer and subsurface soil conditions to be included in the geotechnical report.

Geotechnical Borings

The Consultant will conduct a series of up to four geotechnical borings along the corridor in support of retaining wall design, signal pole design, luminaire foundation design and infiltration potential screening. Geotechnical boring locations will include permitting and development of traffic control plans required for the core locations. Consultant will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

Geotechnical Analysis

Based on the borings and the laboratory test results of selected samples, Consultant will generate estimates of the soil strength and other properties to evaluate the effects the subsurface conditions will have on the proposed improvements. Based on the soils encountered along the alignment, Consultant will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Road and Bridge.

Pavement Design Analyses

Consultant will prepare pavement designs for roadways that will be reconstructed. Four pavement sections will be designed for the proposed improvements, including the following:

- Flexible pavement design for Terminal Ave/W Marine View Dr intersection (WSDOT Jurisdiction)
- Rigid and Flexible pavement design for W Marine View Dr
- Flexible pavement design for Pacific Avenue
- Flexible pavement design for Rucker Avenue/41st St intersection

The subgrade strength parameters (resilient modulus) will be provided in the Geotechnical Engineering Report and through Falling Weight Deflectometer (FWD) testing. Pavement core samples will be collected at project sites for FWD analysis. Traffic volumes, including percentage and classification of trucks, will be used from the information generated from the forecasted traffic volumes. The pavement sections will be shown on the typical roadway sections on the civil design plans. Recommendations for pavement design will be presented in a pavement design memorandum. The consultant will finalize a memorandum based on review comments.

Consultant will perform field evaluation of existing pavement conditions along West Marine View Drive between Pacific Ave and SR 529/Terminal Ave to determine areas of preservation and recommend areas for rehabilitation. Consultant shall meet and review existing pavement conditions with City to determine priorities for preservation and rehabilitation, and review need for additional analysis to be performed.

WSDOT has jurisdiction over the intersection of Terminal Ave/W Marine View Dr. Consultant will design the intersection to the requirements of WSDOT's Pavement Policy using a design life of 50 years. The consultant assumes that 2 meetings may be required for resolution of comments with WSDOT.

Should reviewing agencies request additional designs, Consultant shall develop additional scope and level of effort based on agency requirements for approval.

Retaining Wall Design Recommendations

Consultant will evaluate the data derived from field investigations and laboratory testing to complete geotechnical engineering analyses to provide design recommendations for the proposed retaining walls.

Consultant assumes that modest retaining walls along the corridor will consist of SEW walls that are designed for internal stability by the contractor. For these walls, Consultant will evaluate global stability and provide recommended soil input parameters to be include in the project specifications. For taller walls a structurally intensive wall system may be necessary and for these walls, Consultant will evaluate global stability of the walls and provide earth pressures and design recommendations.

Signal Pole and Luminaire Design and Recommendation

Consultant will evaluate the data derived from field investigations and laboratory testing to complete geotechnical engineering analyses to provide standard signal pole foundation recommendations for the signalization improvements. Consultant assumes

that signalization improvements and luminaire foundations will be designed based on WSDOT or City standard plans and procedures.

Infiltration Screening Analyses and Recommendation

Consultant will conduct grain size analysis screening of the near surface soils to determine the potential for use of onsite infiltration as a method of storm water management for the project. If this screening results in identifying areas with potential for onsite infiltration, additional infiltration testing will be completed as additional scope and is not currently included in this contract.

Geotechnical Engineering Report

Consultant will prepare a draft and final geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements. Consultant will finalize our geotechnical report based on review comments.

Geotechnical PS&E Coordination and Support

Miscellaneous Geotechnical Assistance: Consultant will provide up to 40 hours of miscellaneous geotechnical assistance during the PS&E process.

Specification Development: Consultant will assist the design team in the development of geotechnical related specifications. Consultant expects that this will include slope stabilization, retaining wall, and foundation specification assistance.

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling Subconsultant.
- All Field explorations will be conducted between the hours of 8AM to 5PM.
- No Geology and Soil Discipline Report will be required.
- No Environmental Site Assessment report will be required.
- Consultant will be responsible for all post drilling clean up.
- All required rights of entry will be provided by the City.
- All required street use permits will be provided by the City.

- All geotechnical borings conducted through the pavement and pavement cores will be patched with quick drying cement or hot mix asphalt as to replace the existing condition in kind. Saw cutting of the pavement will not be required.
- The borehole and coring locations will be surveyed as part of the survey and mapping task.
- The site soils will support standard plan signal pole and luminaire foundations design. No non-standard signal pole or foundation design will be required.
- City will provide as-builts on existing pavement sections and pavement treatment history.
- As-built review of existing pavement will be performed in a limited capacity as needed to inform FWD testing
- City will provide consultant required pavement design life.
- City will provide any current or future bus routes that may operate on these project sites.
- An alternative's analysis will not be performed for the scope of this work (i.e. Life Cycle Cost Analysis).
- Design of pavement is only for full depth reconstruction. Evaluation of W Marine View Drive will be performed to inform areas of pavement preservation and recommend locations of rehabilitation.

Deliverables:

- Draft and Final Pavement Design Memorandum
- Draft and Final Geotechnical Engineering Report
- Development of Geotechnical Project Specifications

Task 5 – Utility Coordination and Design

This task includes utility coordination process for the project, which will include providing utility franchises and City owned utilities with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. Consultant will coordinate and manage the potholing efforts through the design phase and prepare utility plan sheets for modifications to City owned utilities. Consultant will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

Utility Coordination

Consultant will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. Consultant will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated with each utility owner.
- Coordinate and attend up to three (3) virtual meetings with the group of the franchise utilities (after 30%, 60%, and 90%) and up to three (3) separate virtual meetings with specific utilities as needed (assume total of six [6] meetings). Consultant will prepare meeting agendas and notes.
- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes documentation of which facilities will be relocated prior to, or during, construction and identification of pothole needs.
- Provide the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, 100%, and Ad-Ready plan sheets, as well as potential conflict locations.
- Coordinating with the City as utility owner to relocate facilities (facility relocates provided by franchise utility owner), helping identify potential locations for utilities to relocate to. Consultant will review the franchise utilities design and plans to confirm there will be no conflict with other facilities and the City's proposed project work.

Assumptions:

- The City will distribute internally the plans sets for City owned utilities for review.

- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Services.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.
- Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the drainage design task.

Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results (PDF)
- Agendas and meeting notes (assume six (6) meetings total)
- Separate half size utility plan sheets with conflicts noted (with 60% and 90% submittals (PDF)
- Half size 30%, 60%, 90%, 100%, and Ad-Ready PS&E plan sets sent to applicable utility franchises (PDF)
- CAD files for franchise use in preparing relocation design (at 60%, 90%, and 100%)

Pothole Exploration

Consultant will coordinate with the applicable utility franchises to perform potholing explorations during the 60% and 90% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

Services provided under this subtask will include:

- Identifying potential utility conflicts and pothole locations based on the 60% plans and 90% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor).
- Manage pothole program on behalf of franchise utilities and City. Consultant will identify potholing needs, on the utility conflicts spreadsheet, and by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.

- Utilize a utility potholing service for those locations that will not be provided by a franchise utility. This Scope of Services assumes up to 15 pothole locations.

Assumptions:

- Utility potholing will be provided by a utility locate service under this contract.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility information updated according to pothole results at the 60% and 90% design phases
- Pothole location exhibits and results log

Utility Plans

Consultant will identify City owned utilities that require relocation within the project area in order to construct the proposed roadway improvements. Consultant will prepare utility plans, profiles, and details necessary to show existing and proposed utility locations of City owned utilities. The Consultant will not be responsible for the design of franchise utilities but will compile relocation plans from each utility owner and display approximate locations of proposed utilities on the utility plans.

Assumptions:

- The relocation of telecommunication utilities/private utilities will be designed and constructed by the respective utility owners.
- It is assumed that franchise utilities will be responsible for detailed design and preparation of plans for their relocations, with construction occurring under a separate contract(s).

Deliverables:

- Utility PS&E at 60%, 90%, 100% and Ad-ready design levels

Task 6 – Civil and Roadway Design

This task provides civil engineering design of proposed roadway improvements. This includes the development of the roadway design, including the horizontal and vertical alignment, curb and gutter, intersection layout, sidewalk layout, curb ramp layout, grading, driveway profiles, typical roadway sections, site preparation, and channelization.

Alternatives Analysis for West Marine View Dr/Pacific Ave Intersection

Consultant will perform alternatives analysis on Concept 2A.2 (west shift) and Concept 2B.2 (east shift) to determine the preferred concept alignment for the West Marine View Dr/Pacific Ave intersection. The alternative analysis will be performed at the 30% design milestone, once historic property review has been completed on adjacent parcels. Consultant will provide a summary table for alternative comparison of impacts between concepts. Consultant will hold up to one (1) meeting with City staff to present alternative comparison and make selection of the preferred concept to advance into final design for the project.

Deliverables:

- Technical memorandum summarizing alternatives for comparison

Civil and Roadway Design

Project roadway improvements include the four following intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- West Marine View Dr/Pacific Ave
- Pacific Ave/Grand Ave
- Rucker Ave/41st St

In addition, pavement rehabilitation is planned along W. Marine View Drive between Pacific Avenue and Terminal Avenue. This includes upgrade of the curb ramps to meet current ADA standards at the following intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- Hewitt Avenue/West Marine View Dr
- Wall Street/West Marine View Dr
- Pacific Avenue/West Marine View Dr
- California Street/West Marine View Dr
- 41st Street/Colby Avenue

Civil plans and details will include a plan view showing the proposed Project improvements and the necessary accompanying details for construction. Grading will be modeled using AutoCAD Civil 3D to tie into existing surfaces and minimize impact areas. Proposed roadway improvements will be designed to current City standards.

This includes the preparation of the following design plans:

- Right-of-Way and Alignment Plan – Preparation of alignment control centerline defining relationship between existing and proposed right-of-way and construction control centerline.
- Site Preparation Plan – Includes identification of areas for clearing and grubbing, sawcutting, asphalt and concrete removals, cut/fill, striping removals, and tree removals.
- Typical Roadway Sections – Includes typical roadway and non-motorized dimensions and slopes, asphalt pavement/subgrade types/thicknesses, and “edge tie-in” treatments. Paving Plan and Profile – Preparation of roadway, non-motorized, and intersection plan and profile sheets including construction centerline, stationing, dimensions, centerline profile, elevations, slopes, curb/gutter, sidewalk/planting strip, intersection horizontal geometry, cut/fill line locations, driveway locations, and curb ramp locations.
- Curb Ramp and Driveway Detail – Preparation of details for curb ramp and driveway grading and dimensions to meet current ADA standards and City standard details. If curb ramps are not able to meet established design standards, maximum extent feasible (MEF) documentation will be prepared, up to forty (40) hours. If needed, additional design services can be added in an amendment prior to starting additional services.
- Striping Plan – Preparation of proposed channelization, including lane lines and pavement markings to match existing channelization.

Assumptions:

- Typical roadway sections will be based on the pavement design recommendations from the Geotechnical Report.
- Right-of-way plans will be based on the ROW base mapping provided in Task 3.
- Grading will tie into existing surfaces provided by topographic base mapping provided in Task 3.

Deliverables:

- Civil Design PS&E at 30%, 60%, 90%, 100% and Ad-ready design levels
- ADA MEF documentation

Task 7 – Drainage and Stormwater Design

This task includes drainage and stormwater design of the proposed roadway improvements.

Design Criteria

The 2024 Stormwater Management Manual for Western Washington, (SWMMWW), the City of Everett 2025 Design and Construction Standards and Specifications (DCSS), and Everett Municipal Code Chapter 14.28, will be used as the stormwater regulatory guidance for this project. When the 2024 SWMMWW and DCSS are released, the project will update to the latest guidance. The 2012 LID Manual may also be used as guidance. Prior to beginning the project's stormwater design, a stormwater design criteria matrix will be prepared summarizing all stormwater related requirements and standards. The design criteria matrix will be provided to the City of Everett for review and concurrence prior to beginning design work.

Deliverables:

- Stormwater Design Criteria Matrix

Off-Site Analysis

Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project right-of-way limits for the Threshold Discharge Areas (TDAs) associated with the project site. The downstream analysis will include a review of City GIS maps, recent drainage complaint documentation provided by the City (if it exists), and an assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A limited visual above-ground inspection will be conducted given the very steep slopes and dense forest present along the downstream route. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment and any information available on the downstream systems that the City can provide. Consultant will prepare a written description of the downstream system conditions and provide a map showing the downstream drainage route.

Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based upon available mapping data and site visit observation.

This task does not include a detailed review of the upstream basin boundary or land use assessment, or any detailed hydraulic analysis or computations associated with the upstream or downstream basins.

Assumptions:

- The site lies within three (3) or more distinct TDAs. Therefore, three (3) or more (up to 6) downstream analyses are assumed.

- Access onto private property is anticipated to be needed. It is assumed the City of Everett will provide rights-of-entry as needed.
- Off-site analysis write-up will be included in the Drainage Report.

Site Assessment and Mapping

Consultant will prepare site assessment maps showing existing drainage features within the project site. Mapping will be assembled based upon existing topographic maps and project survey information. Offsite information will be acquired from GIS mapping, City records, and City maps. The assessment maps, produced by Consultant, will show existing contours, existing drainage elements, and any critical areas such as wetlands and streams. This information will be used for appropriate documentation in the Drainage Report. These site assessment maps and exhibits will include:

- Land use types and areas.
- Topographic plans within the project site, including enclosed drainage.
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS).
- Wetlands, streams and other critical areas (if applicable).
- Soil types, depth, and slope – Natural Resources Conservation Service (NRCS).
- Soil subsurface information, as available.

Assumptions:

- Site Assessment Maps will be included in the Drainage Report.

Change in Land Use Area Map

Consultant will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to verify mitigation needs for flow control and that stormwater quality treatments are being met. TDA boundaries, based upon high points and conveyance system configuration, will be identified on these maps. Consultant will also prepare a summary of area tables for pre-project and post-project conditions.

Assumptions:

- Change in Land Use Maps and corresponding table of change in land use areas will be included in the Drainage Report.
- Land Use Maps and tables will be included in the Drainage Report.

Stormwater Flow Control and Water Quality Treatment Calculations

Consultant will design and prepare calculations for flow control and water quality treatment facilities to comply with the City's Stormwater Management Manual, which is defined as the as "the Washington State Department of Ecology Stormwater Management Manual for Western Washington ", as defined in the Everett Municipal Code (EMC) 14.28. Flow Control and Water Quality will be designed and documented as required for the improvements and changes to the cover types and pollution generating surfaces.

Assumptions:

- The pavement rehabilitation on WMVD, between Pacific Ave and Terminal Ave will not trigger additional water quality or flow control requirements.
- Flow control and water quality treatment calculations will be included in the Drainage Report.

Pipe Conveyance Calculations

Consultant will prepare storm pipe conveyance capacity calculations for new pipe segments associated with the project site:

- Design Development (60%): Prepare preliminary pipe sizing calculations, using full-flow conditions with the Manning equation and the Rational Method. Final Design: Finalize pipe sizing calculations which include final conveyance and backwater calculations that meet the 2024 DOE SWMMWW guidelines
- Gutter flow and sag analysis: Prepare gutter flow and sag analysis (if low point is within project limits) to make sure the flow spread is contained with the roadway shoulders.

Assumptions:

- No new outfalls will be needed. The new conveyance system will tie into existing storm drain systems that already lead to existing outfalls. It is further assumed that these existing outfall systems have the capacity to accommodate project flows.
- Low infiltration rates and steep slopes make infiltration infeasible and infiltration BMPs will not need to be evaluated as part of the analysis.
- Conveyance Calculations will be included in the Drainage Report.
- Gutter flow and sag analysis will be included in the Drainage Report.

Drainage Report

Consultant will prepare, assemble and submit a Draft Drainage Report (60% design phase) and Final Drainage Report (90%, 100%, Ad-Ready design phases). The

drainage report will include a written assessment and summary of the surface water design approach and features on the project, summary of tables, flow control and water quality treatment calculations, pipe capacity calculations, drainage basin maps, backwater analysis (Hydraulic Grade Line), and supporting exhibits.

Deliverables:

- Draft Drainage Report at 60% PS&E phase (PDF)
- Final Drainage Report at 90% PS&E phase (PDF)
- Final Drainage Report (updated) at 100% PS&E phase (PDF)
- Final Drainage Report (updated and signed) for Ad-ready set (PDF)

Drainage Plans

Consultant will prepare drainage plans, profiles, and details for the proposed roadway improvements at each PS&E submittal. In conjunction with the drainage design, Consultant will assist the design team in the development of technical specifications and cost estimates related to the Drainage design.

Assumptions:

- Drainage design will be based on the assumptions and analyses presented in the Drainage Report.

Deliverables:

- Drainage PS&E at 30% (Prelim), 60%, 90%, 100% and Ad-ready design levels.

Temporary Erosion and Sediment Control (TESC) Plans

Consultant will prepare Temporary Erosion and Sediment Control plans which outline and identify measures and details for proposed erosion and sedimentation controls measures to be used for this project. In conjunction with the TESC design, Consultant will assist the design team in the development of technical specifications and cost estimates related to TESC.

Assumptions:

- TESC design will be based upon the ground disturbance, project limits, removals and impacts shown in the site preparation plans.

Deliverables:

- TESC PS&E at 60%, 90%, 100% and Ad-ready design levels

Task 8 – Signal, ITS, and Lighting Design

Consultant will provide traffic signal modification, intelligent transportation systems (ITS), and lighting designs for the proposed roadway improvements.

Traffic Signal Modification

This task involves the traffic signal modification design at the following intersections required by the 41st Street Rucker Freight Corridor improvements:

- Everett Avenue/SR 529 & Terminal Ave
- West Marine View Dr & Pacific Av
- Grand Ave & Pacific Dr
- Rucker Ave & 41st St
- 41st St & Colby Ave
- W Marine View Dr & California St
- Hewitt Ave & W Marine View Dr
- Wall St & West Marie View Dr

Based on the improvements at the project intersections it is anticipated that the traffic signal modification will consist of the following:

Everett Avenue/SR 529 & Terminal Ave

- Remove existing traffic signal equipment on the SWC
- Install up to two (2) pedestal (or push button) poles on the SWC based on new curb return, curb ramp, sidewalk, and retaining wall
- Install up to one (1) traffic signal pole on the SWC based on new curb return, curb ramp, sidewalk, and retaining wall
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

West Marine View Dr & Pacific Ave

- Remove existing traffic signal equipment at the intersection
- Install a fully operational traffic signal and equipment including the items referenced below based on the reconstructed intersection configuration
- Coordinate with utility for new electrical service
- Provide electrical drawings for new service and connection to traffic signal cabinet

Grand Ave & Pacific Dr

- Remove existing traffic signal pole, mast arm, push button pole, and associated equipment on the SWC and SEC based on new curb return, curb ramp, and sidewalk
- Install up to two (2) pedestal (or push button) poles on the SWC and SEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) traffic signal pole on the SWC and SEC based on new curb return, curb ramp, and sidewalk
- Modify/install signal existing pull boxes, conduit, and associated traffic signal equipment to accommodate the conversion of the intersection to a pedestrian signal

Rucker Ave & 41st St

- Remove existing traffic signal equipment on the NEC
- Install up to two (2) pedestal (or push button) poles on the NEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) traffic signal pole on the NEC based on new curb return, curb ramp, and sidewalk
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

41st St & Colby Ave

- Remove existing traffic signal equipment on the NEC and SEC
- Remove existing traffic signal pole on SWC
- Install up to one (1) pedestal (or push button) pole and up to one (1) traffic signal pole on the NEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) pedestal (or push button) pole and up to one (1) traffic signal pole on the SEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) traffic signal pole on the SWC based on new curb return, curb ramp, and sidewalk
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

W Marine View Dr & California St

- Remove existing traffic signal equipment on the NEC and SWC
- Install up to one (1) pedestal (or push button) pole on the NEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) pedestal (or push button) pole and up to one (1) traffic signal pole on the SWC based on new curb return, curb ramp, and sidewalk
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

Hewitt Ave & W Marine View Dr

- Remove existing pedestrian push buttons on all corners
- Install up to eight (8) Accessible Pedestrian Signal (APS) push buttons
- It is assumed that the APS upgrades will not require wiring diagrams or tables and that improvements will be documented on the Traffic Signal Improvements Intersection Plan sheet only.

Wall St & West Marine View Dr

- Remove existing pedestrian push buttons on all corners
- Install up to eight (8) Accessible Pedestrian Signal (APS) push buttons It is assumed that the APS upgrades will not require wiring diagrams or tables and that improvements will be documented on the Traffic Signal Improvements Intersection Plan sheet only

The design of the traffic signal modification is anticipated to include the proposed locations of traffic signal poles and mast arms, traffic signal heads, traffic signal signs, pedestrian push buttons, vehicle detection equipment, emergency vehicle preemption equipment, luminaires, conduit runs, and ground boxes. The traffic signal design will be prepared in accordance with City and Manual on Uniform Traffic Control Devices (the "MUTCD") standards and requirements.

Traffic Signal Modification Design and Plans

Consultant will prepare traffic signal modification design at the project intersections per City standards and requirements including the items and improvements previously referenced. Traffic signal plans include planned signal phasing, location of new or relocated signal poles including a dimensionally accurate foundation footprint, and preliminary location of other above grade signal equipment required and turning restrictions. The signal design will be coordinated with the civil design to ensure ADA pathways can be maintained/provided with the signal improvements.

The traffic signal modification design is anticipated to be completed based on the improvements referenced above and the traffic signal modification plans are anticipated to consist of the following sheets:

- Signal Pole Foundation Details (up to one (1) sheet)
- Traffic Signal Improvements Detection Plan & Schematic (up to six (6) sheets)
- Traffic Signal Improvements Intersection Plan (up to six (6) sheets)
- Traffic Signal Improvements Miscellaneous (up to six (6) sheets)
- Traffic Signal Improvements Wiring Schematic (up to six (6) sheets)
- Traffic Signal Improvements Controller Cabinet Wiring Schematic & Layout (up to six (6) sheets)

- Traffic Signal Improvements Signal Pole – Steel Schedule and Details (up to six (6) sheets)
- Traffic Signal Improvements Intersection Plan - APS Only (up to two (2) sheets)

ITS Plans

This task includes ITS design to modify the existing interconnect infrastructure based on modifications to the traffic signals, pull boxes, and conduits noted above. The proposed ITS plans may also include up to two (2) additional detection cameras for enhanced truck detection. ITS plans will note existing and new conduits and junction boxes. Wiring schedules and details will be included in the Traffic Signal Wiring Schedule noted above. The ITS design will be coordinated with the signal design.

The ITS design is anticipated to be completed based on the improvements referenced above and the ITS plans are anticipated to consist of the following sheets:

- Interconnect Plan (up to three (3) sheets).

Assumptions:

- Existing intersections are currently connected with fiber optic interconnect.
- All splice diagrams will be provided by the City.

Lighting Design and Plans

Consultant will prepare lighting analysis and design at the project intersections per City standards and requirements. Photometric modeling will be performed under this task to confirm the proposed light locations meet City Standards. Modeling will be based on City approved light fixtures. Lighting plans include light level analysis, location of new or relocated street and pedestrian poles and luminaries, cable, conduit, and junction boxes for the lighting system. It is assumed new or relocated lights will be connected to existing services.

The lighting design is anticipated to be completed based on the improvements at the intersections referenced above and the lighting plans are anticipated to consist of the following sheets:

- Lighting General Notes (up to one (1) sheet)
- Photometric Analysis (up to four (4) sheets)
- Lighting Layout Plan (up to four (4) sheets)
- Lighting Details and Schedules (up to three (3) sheets)

Assumptions:

- Splice diagrams will be provided by the City
- The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans

- New services for the streetlights are not required.

Deliverables:

- Signal, ITS, and Lighting PS&E at 30%, 60%, 90%, 100% and Ad-ready design levels
- Lighting Analysis Memo

Task 9 – Landscape Design

This task includes landscape architectural services for proposed roadway improvements. Landscape improvements are expected to be limited to restoration of disturbed areas and planting strips or medians within the right-of-way.

Landscape plans include:

- Planting plans to show tree locations and plant massing versus lawn seed or sod areas. Planting areas will generally be limited to restoration of areas disturbed by construction to meet and match existing conditions.
- Areas of accent planting or landscape improvements.
- Coordinate proposed stormwater treatment with landscape improvements where feasible.
- Typical planting details.
- Plant palette and schedule of all plant materials including size, common name, species, and quantity.

Assumptions:

- Presentation drawings and/or renderings are not included.
- Planting selections will be in accordance with City standards.
- A detailed tree protection plan is not required.
- Arborist report and evaluation of existing trees is not included.
- Presentation drawings and/or renderings are not included.
- Irrigation design is not included. Construction contract to require landscaping contractor to provide watering/irrigation services until plants are established.

Deliverables:

- Landscape PS&E at 60%, 90%, 100% and Ad-ready design levels.

Task 10 – Structural Design

This task includes structural engineering services of retaining walls for proposed roadway improvements. Structural improvements are expected to be limited to modifications of existing retaining walls within the right-of-way or design of low retaining walls at the back of sidewalk.

This task includes preparation of retaining wall plans, including wall details and structural engineering calculations. Retaining wall plans will include plan, elevation, and a typical section of proposed walls. This task also includes structural design of any non-standard foundations for new signal pole or lighting poles.

Deliverables:

- Retaining Wall PS&E at 60%, 90%, 100% and Ad-ready design levels.

Task 11 – Signing Design

Consultant will provide signing for the proposed roadway improvements.

Proposed sign layouts are anticipated to consist of proposed sign nomenclature and will include any modifications to existing signs. Dimensioning of proposed signage improvements will be provided from existing features such as face of curb, center of existing stripe, etc. This task is also anticipated to consist of an inventory of existing freight signage along the project corridor and recommendations for upgrading or implementation of new signing to direct freight along the project corridor. This includes upgrading sign messages as necessary, preparation of plans, specification sheets, and details for non-standard signs.

The signing design is anticipated to be completed based on the project improvements and plans are anticipated to consist of the following sheets:

- Signing Plan (up to five (5) sheets)

Assumptions

- City will provide existing signing inventory data available.
- The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans

Deliverables:

- Signing PS&E at 90%, 100% and Ad-ready design levels.

Task 12 – Traffic Control Design

This task includes providing traffic control plans for the Contractor's use in constructing the proposed roadway improvements.

Traffic Control Design

The Consultant will prepare traffic control plans and detour plans as described below. The consultant will also analyze any detour or lane reductions for impacts to the traffic operations. The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans. One round of review comments and edits is assumed at both the 90% and 100% design level, up to two (2) total.

Consultant will develop traffic control strategy and support stakeholder engagement as needed to develop traffic control plans around safety and efficiency, work hours, and general code specifications.

Assumptions:

Concept 2A.2 - W Marine View Drive at Pacific Avenue

- Traffic accessible: (up to 28 sheets)
 - TCPs:
 - Lane closures across north leg of W Marine View Drive (up to 4 sheets)
 - Lane closures across west leg of Pacific Avenue (up to 2 sheets)
 - Lane closures across east leg of Pacific Avenue (up to 3 sheets)
 - Lane closures across east and west leg of Pacific Avenue at Grand Avenue (up to 2 sheets)
 - Full closure at south leg of W Marine View Drive (up to 1 sheet)
 - Full closure at south leg of Grand Avenue (up to 1 sheet)
 - Full intersection closure (temporary night) for crosswalk restriping at W Marine View Drive at Pacific Avenue (up to 2 sheets)
 - Full intersection closure (temporary night) for crosswalk restriping at Grand Avenue at Pacific Avenue (up to 2 sheets)
 - Roadway Detours
 - Detour for south leg of W Marine View Drive (up to 1 sheet)
 - Detour for south leg of Grand Avenue (up to 1 sheet)
 - Detour for full closure at W Marine View Drive and Pacific Avenue (up to 2 sheets)

- Detour for full closure at Grand Avenue and Pacific Avenue (up to 2 sheets)
- Pedestrian Detours
 - Ped detour at W Marine View Drive and Pacific Avenue (up to 3 sheets)
 - Ped detour at Grand Avenue and Pacific Avenue (up to 2 sheets)
- Uniform Police Officer (UPO) needed to maintain traffic through intersection during hours of construction.
- Intersection closure: (up to 15 sheets)
 - TCPs:
 - Full intersection closure at W Marine View Drive and Grand Avenue at Pacific Avenue for repaving and restriping (up to 3 sheets)
 - Roadway Detours
 - Detour for south leg of W Marine View Drive (up to 1 sheet)
 - Detour for south leg of Grand Avenue (up to 1 sheet)
 - Detour for full closure at W Marine View Drive and Pacific Avenue (up to 3 sheets)
 - Detour for full closure at Grand Avenue and Pacific Avenue (up to 2 sheets)
 - Pedestrian Detours
 - Ped detour at W Marine View Drive and Pacific Avenue (up to 3 sheets)
 - Ped detour at Grand Avenue and Pacific Avenue (up to 2 sheets)

Concept 3A & 3B - W Marine View Drive at Terminal Avenue/Everett Avenue

- TCPs:
 - Lane closures across south leg of W Marine View Drive for restriping and resurfacing (up to 4 sheets)
 - Lane closures across west leg of Terminal Avenue (up to 1 sheet)
 - Pavement preservation
 - Reconstruction of through truck lanes to cement concrete paving (up to 5 sheets)
- Pedestrian Detours

- Ped detour at W Marine View Drive and Terminal Avenue/Everett Avenue (up to 2 sheets)
- Phasing Callouts
 - Flashing Red needed for improvements at southwest corner
- Uniform Police Officer (UPO) needed to maintain traffic through intersection during hours of construction.

Concept 4 – Rucker Avenue at 41st Street

- TCPs:
 - Lane closure at northeast corner of Rucker Avenue and 41st Street (up to 2 sheet)
- Pedestrian Detours
 - Ped detour at Rucker Avenue and 41st Street (up to 1 sheet)
- If TCPs are needed for crosswalk restriping (temporary night):
 - North leg lane closures (up to 4 sheets)
 - East leg lane closures (up to 4 sheets)

41st Street & Colby Ave

- TCPs:
 - Lane closure at northeast corner of Colby Ave and 41st Street (up to 2 sheets)
 - Lane closure at southwest corner of Colby Ave and 41st Street (up to 2 sheets)
 - Lane closure at southeast corner of Colby Ave and 41st Street (up to 2 sheets)

W Marine View Dr & California St

- TCPs:
 - Lane closure at northeast corner of W Marine Dr & California St (up to 2 sheets)
 - Shoulder closure at southwest corner of W Marine Dr & California St (up to 1 sheet)
 - Assumes no lane closures will be required for crosswalk restriping.

Traffic Impact Analysis

Consultant will complete an analysis of detour and/or lane reduction impacts to support traffic control plans around safety and efficiency, work hours, and general code specifications. Consultant will identify any route capacity or time of day/week restrictions to maximize efficiency of the construction window while minimizing impacts to the travelling public for all modes through the construction area and the detour routes. The traffic impact analysis results will be provided in a report format to be easily digestible by layperson and decision makers. Consultant will address up to one (1) round of comments on the traffic impact analysis report.

Deliverables:

- Traffic Control PS&E at 90%, 100% and Ad-ready design levels
- Traffic Impact Analysis

Task 13 – Preliminary Design (30%) Plans and Estimate Submittal

This task includes preparation of design roll plots, and an opinion of cost estimate based on the preferred alternative roadway improvements.

30% Plans

Consultant design team will prepare 30% design level roll plots and submit them to the City. The design will be prepared to City CAD standards and to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

It is anticipated that the 30% roll plots will consist of the following design elements:

- Alignment and Preliminary ROW
- Site Preparation
- Channelization
- Roadway Improvements
- Drainage Improvements
- Traffic Signal Improvements
- Lighting and ITS Improvements

30% Opinion of Cost Estimate

Consultant design team will calculate 30% design level quantities and prepare an opinion of construction costs based upon the 30% construction plans and current unit bid prices. A contingency will be included to accommodate additional construction costs not yet specifically identified. Some lump sum and/or square-foot costs will be used for estimating portions of Project costs at this design level.

30% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City.

Assumptions:

- The City will finalize the general geometric layout of the proposed improvements through the review of the 30% submittal. The layout will not be substantially modified in a later design phase. A substantial change in the layout will constitute a change in scope and will allow Consultant to negotiate additional compensation for the change.
- City will provide estimate template for the opinion of cost.

- Preparation of a basis of design or design report for the project is not included in this scope of services.

Deliverables:

- 30% design-level roll plots (PDF)
- 30% design-level opinion of cost summary (Excel)

Task 14 – Intermediate Design (60%) PS&E Submittal

This task includes preparation of construction plans, specifications outline, and an opinion of cost estimate based on the comments received from the City on the 30% submittal deliverables.

Response to 30% Comments

Consultant will attend one (1) comment review meeting with City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

60% Plans

Consultant design team will prepare 60% design level construction plans and submit them to the City. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

It is anticipated that the 60% plans will consist of the following sheets:

- Cover Sheet with Vicinity Map and Sheet Index
- Survey Control, Alignment, and ROW Plan
- Site Preparation Plan
- Temporary Erosion and Sediment Control (TESC) Plan
- Typical Roadway Sections
- Paving Plan and Profile
- Curb Ramp and Driveway Details
- Drainage Plan and Profile
- Drainage Details
- Utility Plan
- Traffic Signal Plan
- Lighting and ITS Plan
- Striping Plan
- Landscape Plan
- Retaining Wall Plan

60% Specification Outline

Consultant design team will prepare a specifications outline based upon the 60% design using the WSDOT Standard Specifications.

60% Opinion of Cost Estimate

Consultant design team will calculate 60% design level quantities and prepare an opinion of construction costs based upon the 60% construction plans and current unit bid prices. A contingency will be included to accommodate additional construction costs not yet specifically identified.

60% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- Design details will not be included in the 60% plans.
- Signing Plan and Traffic Control Plan will not be included in 60% plans.
- 30% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to Consultant.
- Comment responses will be provided on the original comment document provided by the City.
- Consultant will attend one (1) comment review meeting held virtually.
- Draft technical specifications will not be provided at the 60% design-level.
- Preparation of a basis of design or design report for the project is not included in this scope of services.

Deliverables:

- Responses to 30% comments
- 60% design-level plans (PDF)
- 60% design-level opinion of cost summary (Excel)
- Specification outline (PDF)

Task 15 – Final Design (90%) PS&E Submittal

This task includes preparation of construction plans, specifications, and an opinion of cost estimate based on the comments received from the City on the 60% submittal deliverables.

Response to 60% Comments

Consultant will attend one (1) comment review meeting with City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

90% Plans

Consultant design team will prepare 90% design level construction plans and submit them to the City. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

It is anticipated that the 90% plans will consist of the following sheets:

- Cover Sheet with Vicinity Map and Sheet Index
- Survey Control, Alignment, and ROW Plan
- Site Preparation Plan
- Temporary Erosion and Sediment Control (TESC) Plan
- Typical Roadway Sections
- Paving Plan and Profile
- Curb Ramp and Driveway Details
- Drainage Plan and Profile
- Drainage Details
- Utility Plan and Details
- Traffic Signal Plan and Details
- Lighting and ITS Plan
- Lighting and ITS Plan Details
- Signing Plan and Details
- Striping Plan and Details
- Landscape Plan and Details

- Retaining Wall Plan and Details
- Traffic Control Plan

90% Specification Outline

Consultant design team will prepare 90% level specifications based upon the 90% design using the WSDOT PSE Program (run-list with individual specifications files).

90% Opinion of Cost Estimate

Consultant design team will calculate 90% design level quantities and prepare an opinion of construction costs based upon the 90% construction plans and current unit bid prices. Consultant will address applicable 60% review comments and make revisions as necessary.

90% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- 60% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to Consultant.
- Comment responses will be provided on the original comment document provided by the City.
- Consultant will attend one (1) comment review meeting held virtually.
- Preparation of a basis of design or design report for the project is not included in this scope of services.
- The City will provide the boilerplate specifications for Division 1.
- Specifications will be based on the current edition of the WSDOT Standard Specifications at the time of 90% design development. Any specification edition updates following the 90% submittal are not included in this scope of services.

Deliverables:

- Responses to 60% comments
- 90% design-level plans (PDF)
- 90% design-level opinion of cost summary (Excel)
- 90% design-level specifications (run-list and individual specifications files, Word)

Task 16 – Final Design (100%) PS&E Submittal

This task includes preparation of construction plans, specifications, and an opinion of cost estimate based on the comments received from the City on the 90% submittal deliverables.

Response to 90% Comments

Consultant will attend one (1) comment review meeting with City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

100% Plans

Consultant design team will prepare 100% design level construction plans and submit them to the City. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The plan sheets will be the same as those identified under the 90% design phase.

100% Specification Outline

Consultant design team will prepare 100% level specifications based upon the 100% design using the WSDOT PSE Program (run-list with individual specifications files). The Consultant will address applicable 90% review comments and make revisions as necessary.

100% Opinion of Cost Estimate

Consultant design team will calculate 100% design level quantities and prepare an opinion of construction costs based upon the 100% construction plans and current unit bid prices. Consultant will address applicable 90% review comments and make revisions as necessary.

100% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- It is assumed that the 90% review comments will be minor in nature and not reflect any significant changes to design.
- Consultant will attend one (1) comment review meeting held virtually.

- Scope does not include any updates to project specifications as a result of updates to WSDOT standard specifications or special provisions.
- Preparation of a basis of design or design report for the project is not included in this scope of services.

Deliverables:

- Responses to 90% comments
- 100% design-level plans (PDF)
- 100% design-level opinion of cost summary (Excel)
- 100% design-level specifications (run-list and individual specifications files, Word)

Task 17 – Ad-Ready Contract Documents

Consultant design team will finalize the 100% plans, specifications, and opinion of cost estimate based on the City's comments and prepare final, Ad-ready, bid documents to be submitted to City for advertisement.

Response to 100% Comments

Consultant will attend one (1) comment review meeting with City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design.

Ad-Ready PS&E

Consultant design team will prepare final, Ad-ready plans, specification, and opinion of cost estimate for advertisement by the City. Final PS&E deliverables submitted to the City will be stamped and signed by the appropriate professional in the State of Washington.

Ad-Ready Specification Outline

Consultant design team will prepare final, Ad-ready level specifications based upon the 100% design using the WSDOT PSE Program (run-list with individual specifications files). The Consultant will address applicable 100% review comments and make revisions as necessary.

Ad-Ready Opinion of Cost Estimate

Consultant design team will calculate final, Ad-ready design level quantities and prepare an opinion of construction costs based upon the Ad-ready construction plans and current unit bid prices. Consultant will address applicable 100% review comments and make revisions as necessary.

Ad-Ready QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- The fee effort for this task assumes the City will provide one (1) set of compiled and consolidated comments reflective of all City comments from the 100% submittal. It is assumed that pre-final review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing

them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.

- The City will be responsible for project advertisement and document control.
- Preparation of a basis of design or design report for the project is not included in this scope of services.
- In providing opinions of cost and schedules for the project, Consultant has no control over cost or price of labor and materials; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

Deliverables:

- Responses to 100% comments
- Ad-ready plans (signed, PDF)
- Final opinion of cost summary (Excel)
- Ad-ready specifications (run-list and individual specifications files, Word)

Task 18 – WSDOT Design Documentation

The Project proposes to improve the W. Marine View Drive/Terminal Avenue intersection located along State Route 529 and under WSDOT jurisdiction. The Consultant shall complete the draft Design Documentation Checklist provided by WSDOT and the Combined Design Approval (DA)/Project Development Approval (PDA) Package, including documentation of ADA ramp designs. The Design Documentation Package will include a summary memorandum, channelization plans, and the elements necessary to complete the Design Documentation Checklist and prepare the Combined DA/PDA Package for Design Approval. This assumes there are no design decisions or deviation deviations required for inclusion in the design documentation package.

Elements to be prepared include:

- Combined Design Approval (DA)/Project Development Approval (PDA) Checklist
- Table of Contents
- Summary Memorandum
- Vicinity Map
- Basis of Design
- Design Parameter Sheets
- Maximum Extend Feasible (MEF)
- Channelization Plans for Approval
- Pedestrian Crossing Memorandum

The Consultant shall evaluate all intersection ADA ramp locations for compliance and prepare design level ADA Measurement Forms for each location. The Consultant shall prepare Maximum Extent Feasible (MEF) documentation for ADA facilities that will not be able to meet ADA requirements. If needed, all non-compliant ADA ramps will be documented on one MEF for the project. Since improvements at the SR529 intersection propose to modify the existing pedestrian crosswalks, a Pedestrian Crossing Memo is also anticipated for documentation.

All coordination with WSDOT Headquarters for submittal, review and approval of design documentation shall be through the City Project Manager.

The Consultant will meet with City and WSDOT to clarify review comments from the Design Documentation package, as necessary. Then the Consultant shall respond to comments and incorporate review comments into the package, sign and seal the plan, and resubmit to WSDOT for approval. It is assumed that three (3) submittals will be necessary to finalize the design documentation package and obtain WSDOT approval.

Assumptions:

- Only the W. Marine View Drive/Terminal Avenue intersection (SR 529) requires WSDOT documentation/approval.
- No design decisions or analyses documentation are required for the project.
- No Intersection Control Evaluation is required for the project.
- A total of three (3) submittals are anticipated.
- Assume attendance at three (3) design review meetings with WSDOT and City.

Deliverables:

- Draft Combined DA/PDA Package for WSDOT design review
- Interim Combined DA/PDA Package for WSDOT design review
- Final Combined DA/PDA Package for WSDOT approval

Task 19 – Constructability Review and Construction Schedule

This task includes constructability review and construction schedule services.

Constructability Review

Consultant will provide constructability review of the design team's prepared Plans, Estimate, and Specification (PS&E) package at the 90% design level.

Construction CPM Schedule

Consultant will prepare Construction Schedule at 90% PS&E design level.

Deliverables:

- Constructability Review comments for PS&E packages at 90% design level
- Construction schedule at 90% design level

Task 20 – Right of Way Services

Right of Way Services Project Administration

Consultant will:

- Prepare for and attend early design development meetings as requested by the City or the project team
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks.
 - Coordinate and complete title reviews
 - Prepare Right of Way Funding Estimate (ROWFE)
 - Prepare Offer Packages for up to five (5) parcels

Title Review

Consultant will:

- Request the City order new and/or updates to existing title commitments
- Review title reports for each parcel and identify each exception
- Prepare up to five (5) parcel title summaries
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction

Right of Way Funding Estimate (ROWFE)

Consultant will:

- Conduct on-site inspections
- Review of assessed values for impacted parcels
- Review and estimate value of damages to improvements
- Identify potential occupant or personal property displaced by the project
- Research and estimate expenses of valuation (Appraisal/AOS), Title & Escrow, Labor, miscellaneous Fees, SEA, and an estimate of risk of condemnation, inflation, and markets
- Prepare ROWFE

Assumptions:

- The ROWFE is prepared per LPA-005

- The ROWFE is provided in the form required by LPA-005a

Project and File Close-out

Consultant will:

- Review of all valuation and compensation data
- Draft up to five (5) Offer Packages
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process.

Assumptions:

- No more than two (2) rounds of edits/comments of the Offer Packages will be required
- The Right of Way and Construction phases of the project do not have federal funding and WSDOT ROW Certification will not be required.
- The City requires no more than five (5) partial acquisitions.
- There are no full acquisitions.
- No design changes will occur after preparation of Offer Package is authorized.
- Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided from a licensed survey company.
- The City will provide ROW document templates or Consultant will utilize WSDOT templates and provide to the City for review and approval.
- The City will provide valuations (Appraisal Waivers, Appraisals, and/or Appraisal Reviews.
- Title reports will be provided by the City or Consultant will be authorized to order title commitments and direct the title company to bill the City directly.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- If the Notice to Proceed (NTP) is received after 120 days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.

Deliverables:

- Up to four (4) parcel title summaries in a format that meets the requirements of LPA 333
- One (1) Right of Way Funding Estimate (ROWFE) in a format that meets the requirements of LPA 005a

- Up to four (4) Offer Package in in a format that meets the requirements of WSDOT Local Programs

Task 21 – Public Outreach

The Consultant will assist the City in public and stakeholder communication of the Project to the freight corridor study area.

Assumptions:

- The City will coordinate necessary internal City review of all plans and materials, consolidating edits and providing feedback to Consultant.
- The City and technical team will lead additional interviews, briefings and phone calls recommended for the project.
- The City will maintain the project website and social media accounts.
- The City will coordinate and pay directly for the translation of materials and notifications through City-identified preferred vendors, as needed.
- The Consultant will coordinate printing and mailing of materials and notifications through City-identified preferred vendors, as needed. The Consultant will directly pay for these services.
- The City will provide mailing lists, and pay directly for the purchase of mailing lists, as needed.
- The City will pay directly for any meeting venues for in-person events.
- The City and technical team will track project contacts to support project mailings and emails.
- The City and technical team will track specific communications and/or commitments made to the public.
- For public-facing materials, City staff and Consultant team leads will provide public-friendly maps and data to incorporate into meeting displays with minimal graphic changes.
- Consultant will follow City branding and standards.
- Consultant will attend up to 80 planning and coordination meetings with the City to specifically discuss public outreach.
- Consultant will join up to 40 internal consultant team meetings to discuss public outreach as it relates to other project tasks.

Community outreach and communication plans

Consultant will develop an initial community outreach plan that defines the City's process for working with and engaging key stakeholders and the broader community in the technical options, potential impacts and tradeoffs, as well as the preferred solution, for the Project. This plan will include community engagement goals, an audience

analysis (including affected stakeholders and organizations), key messages, and engagement timelines.

As an appendix to the community outreach plan, the consultant will develop a socioeconomic and community analysis plan that will capture project area demographic research and leverage previous outreach efforts for the Project to inform strategies for engaging historically underrepresented and limited-English speaking populations.

Assumptions:

- Two rounds of client review for initial draft of the community outreach plan. One update can be made, if needed, as the project advances through design.
- One round of review for the draft of the socioeconomic and community analysis plan.
-
- Consultant will leverage and build off deliverables from prior engagement and planning. This includes the affected stakeholders list and key messages.

Deliverables:

- Community outreach plan (1) with up to 1 update
- Socioeconomic and community analysis plan (1)

Stakeholder engagement

Based on information gathered for the Project, Consultant will support the City in using already identified communication methods for how the community would like to stay informed and engaged during the project. Consultant, in coordination with the City, will support stakeholder engagement, which may include neighborhood forums, agency meetings, and one on one briefings with potentially affected property owners and stakeholders.

Assumptions:

- Project overview briefing deck templates will be developed for design and final design. City is responsible for tailoring deck templates for audience.
- City will be responsible for scheduling meetings.
- City will lead and facilitate meetings. One consultant staff may attend to support and take notes.
- Consultant will set up virtual stakeholder meetings via Teams.
- Agency meetings will be led by the City.
- ROW meetings will be led by the ROW team and the City.

Deliverables:

- Project overview briefing deck templates (up to 2)
- Meeting materials (template briefing deck, see above) and summary for neighborhood forums (1)

Public information and outreach materials

The consultant, in coordination with the City, will develop materials, online content and graphics to support all community engagement and communication efforts. Public information materials may include factsheets, website updates, public-facing maps and drawings, online newsletters, social media posts, and mailings. Products will be developed at key project milestones through design and communicate construction impacts.

Assumptions:

- Project graphics includes a project corridor map and public-friendly drawings at design and final design.
- City will be responsible for the translation of materials.
- Consultant will support content development for major website updates. City will be responsible for minor updates.
- Consultant will be responsible for printing and postage costs of mailings. City will be responsible for providing mailing address lists.
- Consultant will update and maintain the existing project FAQ, with up to 1 update. This document is intended to remain an internal resource for project staff.
- Consultant will develop the initial templates for these materials and provide minor updates at each project milestone.
- The consultant will prepare materials (outlined above; FAQs, talking points, etc.) to assist community briefings. However, the consultant will not prepare materials specific to any briefing.

Deliverables:

- Project milestone key messages for public-facing announcements 1)
- Website updates (1)
- Project factsheets (1)
- Stakeholder email templates (1)
- Project graphics (up to 3)
- Project FAQ (1) with 1 update

- Project area postcard (1)
- Public correspondence log (1)

Fieldwork, pre-acquisition, and right-of-entry coordination for pre-construction

The consultant will support communication needs for geotechnical borings, surveys, environmental investigations, or other fieldwork activities, as requested.

Assumptions:

- The consultant will develop one fieldwork notification template and update it for specific fieldwork activities and locations.
- City will be responsible for any translation, or in-person interpretation needs.
- Consultant will be responsible for printing flyers.
- Up to two consultant staff will deliver door-to-door notifications, as requested. For safety, no less than two individuals will conduct door-to-door outreach.

Deliverables:

- Fieldwork notification flyer template for business and residences (1)

Outreach summaries

Consultant will prepare an outreach summary report following large project milestones that involved substantial public involvement, as needed. The summaries will include the outreach approach and methods used, what we heard from stakeholders and the community, how feedback influenced the solutions.

Assumptions:

- One summary will be produced after the design phase.
- Each summary will include two rounds of client review.

Deliverables:

- Outreach summaries (1)

Task 22 – Bidding Support Services

In this task the design team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as 12 Request for Information (RFIs) and Clarifications for bidding purposes and will assist the City on up to two (2) bid Addendum packages.

Assumptions:

- The City will take the lead in fielding and responding to Contractor's inquiries during the bidding period.
- Addendum will be prepared by the City, with Consultant's assistance, and issued to the bidders by the City.
- This task assumes a total of 72 hours for RFIs and Addendum package assistance.

Deliverables:

- Response preparation of up to 12 RFIs
- Assistance with up to two (2) Addendum packages

Task 23 – Management Reserve (MR)

A management reserve is established to address the potential for additional work outside of the initially defined scope of services. Any use of the Management Reserve (MR) will be on a per task basis and individually authorized by the City's project manager.

Assumptions:

- Management Reserve is not to exceed \$100,000.
- Consultant will prepare an estimate based on a MR task request.
- City will authorize the task under the MR prior to Consultant commencing work.
- Work accomplished under the MR will be tracked on an individual subtask basis under Task 23.

Deliverables:

- Per the individually authorized MR subtasks

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	Owner	\$75/hr.
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.

Budget Summary

Date: 9/10/2025
Client: City of Everett
Project name: 41st Street Rucker Freight Corridor – Phase 2: Preliminary and Final Design and Construction Support Services

Task	Jacobs			Kimley-Horn (Traffic)			CommonStreet (ROW)			TOTAL		
	Labor	Expenses	Subtotal	Labor	Expenses	Subtotal	Labor	Expenses	Subtotal	Labor	Expenses	TOTAL
Task 1 – Project Management and Administration; Project Meetings	\$ 166,202	\$ 4,574	\$ 170,776	\$ 67,775	\$ -	\$ 67,775	\$ -	\$ -	\$ -	\$ 233,977	\$ 4,574	\$ 238,551
Task 2 – Environmental Permitting	\$ 84,584	\$ 3,496	\$ 88,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,584	\$ 3,496	\$ 88,080
Task 3 – Topographical Survey and ROW Mapping	\$ 150,523	\$ 83,496	\$ 234,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,523	\$ 83,496	\$ 234,019
Task 4 – Geotechnical	\$ 111,314	\$ 134,017	\$ 245,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,314	\$ 134,017	\$ 245,331
Task 5 – Utility Coordination and Design	\$ 136,888	\$ -	\$ 136,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,888	\$ -	\$ 136,888
Task 6 – Civil and Roadway Design	\$ 96,663	\$ -	\$ 96,663	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,663	\$ -	\$ 96,663
Task 7 – Drainage and Stormwater Design	\$ 61,953	\$ -	\$ 61,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,953	\$ -	\$ 61,953
Task 8 – Signal, ITS, and Lighting Design	\$ -	\$ -	\$ -	\$ 291,350	\$ -	\$ 291,350	\$ -	\$ -	\$ -	\$ 291,350	\$ -	\$ 291,350
Task 9 – Landscape Design	\$ 17,427	\$ -	\$ 17,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,427	\$ -	\$ 17,427
Task 10 – Structural Design	\$ 20,281	\$ -	\$ 20,281	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,281	\$ -	\$ 20,281
Task 11 – Signing Plans	\$ 5,748	\$ -	\$ 5,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,748	\$ -	\$ 5,748
Task 12 – Traffic Control Design	\$ 434	\$ -	\$ 434	\$ 120,765	\$ 13,200	\$ 133,965	\$ -	\$ -	\$ -	\$ 121,199	\$ 13,200	\$ 134,399
Task 13 – Preliminary Design (30% Submittal) Plan and Estimate	\$ 59,058	\$ -	\$ 59,058	\$ 6,615	\$ -	\$ 6,615	\$ -	\$ -	\$ -	\$ 65,673	\$ -	\$ 65,673
Task 14 – Intermediate Design (60%) PS&E Submittal	\$ 197,235	\$ -	\$ 197,235	\$ 24,290	\$ -	\$ 24,290	\$ -	\$ -	\$ -	\$ 221,525	\$ -	\$ 221,525
Task 15 – Final Design (90%) PS&E Submittal	\$ 207,998	\$ -	\$ 207,998	\$ 23,060	\$ -	\$ 23,060	\$ -	\$ -	\$ -	\$ 231,058	\$ -	\$ 231,058
Task 16 – Final Design (100%) PS&E Submittal	\$ 156,895	\$ -	\$ 156,895	\$ 21,405	\$ -	\$ 21,405	\$ -	\$ -	\$ -	\$ 178,300	\$ -	\$ 178,300
Task 17 – Ad-Ready Contract Documents	\$ 93,296	\$ -	\$ 93,296	\$ 15,570	\$ -	\$ 15,570	\$ -	\$ -	\$ -	\$ 108,866	\$ -	\$ 108,866
Task 18 – WSDOT Design Documentation	\$ 39,803	\$ -	\$ 39,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,803	\$ -	\$ 39,803
Task 19 – Constructability Review and Construction Schedule	\$ 26,951	\$ -	\$ 26,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,951	\$ -	\$ 26,951
Task 20 – Real Estate Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,587	\$ -	\$ 19,587	\$ 19,587	\$ -	\$ 19,587
Task 21 – Public Outreach	\$ 54,445	\$ 5,153	\$ 59,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,445	\$ 5,153	\$ 59,598
Task 22 – Bidding Support Services	\$ 11,719	\$ -	\$ 11,719	\$ 15,875	\$ -	\$ 15,875	\$ -	\$ -	\$ -	\$ 27,594	\$ -	\$ 27,594
Task 23 – Services During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 23 – Management Reserve	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
TOTAL	\$ 1,699,417	\$ 330,736	\$ 2,030,153	\$ 586,705	\$ 13,200	\$ 599,905	\$ 19,587	\$ -	\$ 19,587	\$ 2,305,710	\$ 343,936	\$ 2,649,646



City Council Agenda Item Cover Sheet

Project title: Lease Agreement with Cedar View Law at Everett Station

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Lease Agreement

Department(s) involved:

Real Property
Transit
Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

Initialed by:

RML

Department head

Administration

Council President

Project: Lease Agreement with Cedar View Law at Everett Station

Partner/Supplier: Cedar View Law, PLLC

Location: 3201 Smith Ave., Everett, WA 98201

Preceding action: N/A

Fund: 425

Fiscal summary statement:

Cedar View Law seeks to lease space located on the fourth floor of Everett Station. The proposed lease agreement is for a term of five years. The monthly lease rate for approximately 899 square feet of commercial office space is \$1,798 per month and will increase 3% annually.

Project summary statement:

Cedar View Law provides professional legal services and is seeking a location in the City of Everett. The proposed five-year lease is for three suites on the fourth floor of Everett Station.

Recommendation (exact action requested of Council):

Authorize Mayor to execute the Lease Agreement with Cedar View Law at Everett Station.

Project title: 18th Street Pedestrian Improvements, Final Acceptance

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Final Contract Voucher,
Affidavit of Amounts Paid
DBE Participation,
Subcontractor Tracking Log,
Final Estimate, Certificate of
Completion

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

Consideration: Final Acceptance & Certificate of Completion

Project: 18th Street Pedestrian Improvements

Partner/Supplier: Moeco LLC

Location: 18th Street between Maple and Jackson Park

Preceding action: Award, [9/18/2024](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

The current programmed available funding, as established by City Ordinance No. 3739-20, for this project is \$1,190,000.

Moeco LLC of Lake Stevens, WA submitted the lowest responsive bid in the amount of \$329,191.61

FINAL PAYMENT

Total Compensation \$273,074.33

Project summary statement:

This project completed a pedestrian link from west of Walnut to Jackson Park.

The project included the construction of new sidewalk and associated appurtenances along 18th Street between Maple Street and Jackson Park. Construction includes curb ramps, storm drainage pipes and inlets, modular block retaining walls, fence, and landscaping restoration, and performance of all other work as required by the contract.

Recommendation (exact action requested of Council):

Accept the 18th Street Pedestrian Improvements as complete and authorize the Mayor to sign the Certificate of Completion.



CERTIFICATE OF COMPLETION

Project:	18th Street Pedestrian Improvements
Contractor:	Moeco LLC
Work Order Number:	PW 3741

The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the Project within the time allowed in the Contract.

It is recommended that the City accept this Project as complete.

This certificate waives no rights that the City may have under the Contract, including without limitation rights to enforce the Contract against the Contractor for defective work.

Recommended:



Ryan Sass, Director of Public Works

Date: 12-01-2025

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
FEBRUARY 8, 2023



March 16, 2025

Mr. Tyler Moe
Moeco LLC.
PO Box 395
Lake Stevens, WA 98258

RE: 18th Street Pedestrian Improvements
Work Order # PW-3741
Final Estimate and Final Contract Voucher: March 16, 2025

Dear Mr. Tyler Moe,

A copy of the Final Estimate and one (1) original of the Final Contract Voucher Certification are enclosed for your review. If you agree with the final quantities paid your firm under this Contract, sign and return the original of the Final Contract Voucher Certification. A fully executed copy will be returned for your files.

As explained in the Physical Completion letter, due to changes in the law, Construction Management will not submit this project to City Council for acceptance until all "Affidavits of Wages Paid" forms have been filed by the prime contractor and all subcontractors, suppliers, and service providers on this project.

As soon as you have agreed to the final quantities, and all required documentation has been received by this office, including the documents listed below, a Certificate of Completion will be issued, and the project will be submitted to the City Council for approval.

- A letter from your firm stating that all bills and wages for this project have been satisfied.
- City of Everett Affidavit of Wages Paid DBE Participants, even if \$0.00

The retention bond will be released sixty (60) days after completion, provided there are no liens on the project, and releases have been received from the Department of Revenue, Department of Labor & Industries, and Employment Security.

If you have any questions, please contact me at 425-257-7223 or by email at DLSnyder@everettwa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don Snyder'.

Don Snyder
Assistant Construction Manager

Public Works



3200 Cedar Street
Everett, WA 98201



425-257-8800
425-257-8882 Fax



everettpw@everettwa.gov
everettwa.gov/pw



Final Contract Voucher Certificate

Contractor Moeco, LLC.			
Street Address PO Box 395			
City Lake Stevens	State WA	Zip 98258	Date May 15, 2025
Work Order No. PW-3741			
Project Title 18th Street Pedestrian Improvements			
Date Work Physically Completed March 18, 2025		Final Amount \$273,074.33 inclusive of Washington sales tax	

Contractor's Certification

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Everett, nor have I rented or purchased any equipment or materials from any employee of the City of Everett; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Everett for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Everett from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

DATED at Lake Stevens this 13 day of October, 2025.
(City, State)

[Signature]
Contractor Authorized Signature
Dwyer Moe
Printed Name

President
Title

Public Works Department Certification

I certify to the best of my knowledge the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date _____

Keith Alewine
Keith Alewine, Construction Manager

Ryan Sass, Director of Public Works

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached. Scanned and/or e-signatures have same effect as ink signatures.



**City of Everett
Construction Management**

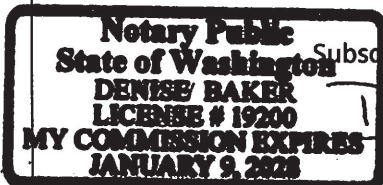
Affidavit of Amounts Paid DBE Participants

Contractor: Moeco, LLC.			Date: 5/16/2025	
Address: PO Box 395		City: Lake Stevens		State: WA Zip Code: 98258
Project Title: 18 th Street Pedestrian Improvements				Project Work Order #: PW-3741
Federal Aid Project Number (if Federally Funded)				
Contract Bid Price: \$329,191.61			DBE Condition of Award: \$	
DBE Participant Name and Address	Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
Ethnic Code: B = Black I = American Indian and H = Hispanic Alaskan Native A = Asian American O = Other		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture		Total DBE Participation Achieved \$ 0

Affidavit

I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts shown for bid items, or portions thereof, listed.

Signature <u><i>[Signature]</i></u>		Title <u>President</u>	
Subscribed and sworn before me this: <u>Tyler Mae</u> day of <u>23rd</u> <u>Sept. 25</u>		<u>Denise Baker</u> Notary Public in and for the State of Washington	
residing at <u>Arlington</u>			



Project: 18th Street Pedestrian Improvements	
Job Number: PW 3741	
Contract Amount at Bid (excludes WSST)	\$329,191.61

L & I Check Date 10/15/2025



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

FINAL

Retainage Withheld

CONTRACT ESTIMATE VOUCHER
Schedule: A

Date: 5/20/25 CM Check: [Signature]

Date: 5/23/25 PM Review: [Signature]

Date: 5/20/2025

Recommended By: Keith Alewine

Date: 5-23-2025

PW Director: [Signature]

Contractor: Moeco LLC
Project: 18th Street Pedestrian Improvements
Estimate: 4
W.O.# 3741
Ends: 5/16/2025

SCHEDULE	ORG. CONTRACT	TO DATE	VARIANCE	TOTAL	LESS RETENTION	SALES TAX	AMOUNTS PAID	DUE THIS ESTIMATE
A	\$ 329,191.61	\$ 273,074.33	\$ (56,117.28)		5.0%	0.0%		
Total	\$ 329,191.61	\$ 273,074.33	\$ (56,117.28)					

TO DATE	PREVIOUS	PRESENT
\$ 273,074.33	\$ 268,599.70	\$ 4,474.63
\$ (13,653.72)		\$ (223.73)
\$ -	\$ -	\$ -
\$ 259,420.61	\$ 268,599.70	\$ 4,250.90
		\$ 4,250.90

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	Mobilization	LS	\$ 12,641.00	1.00	\$ 12,641.00	1.00	\$ 12,641.00	1.00	\$ 12,641.00	1.00	\$ 12,641.00	0.00	\$ -
2	ADA Features Surveying	LS	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	1.00	\$ 6,650.00	0.00	\$ -
3	SPCC Plan	LS	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	1.00	\$ 500.00	0.00	\$ -
4	Erosion Control and Water Pollution Prevention	LS	\$ 1,250.00	1.00	\$ 1,250.00	1.00	\$ 1,250.00	1.00	\$ 1,250.00	1.00	\$ 1,250.00	0.00	\$ -
5	Street Cleaning	HR	\$ 182.00	43.00	\$ 7,826.00	43.00	\$ 7,826.00	35.00	\$ 6,370.00	35.00	\$ 6,370.00	0.00	\$ -
6	Inlet Protection	EA	\$ 105.00	7.00	\$ 735.00	7.00	\$ 735.00	7.00	\$ 735.00	7.00	\$ 735.00	0.00	\$ -
7	High Visibility Silt Fence	LF	\$ 7.55	125.00	\$ 943.75	125.00	\$ 943.75	125.00	\$ 943.75	125.00	\$ 943.75	0.00	\$ -
8	Project Temporary Traffic Control	LS	\$ 6,250.00	1.00	\$ 6,250.00	1.00	\$ 6,250.00	1.00	\$ 6,250.00	1.00	\$ 6,250.00	0.00	\$ -
9	Traffic Control Supervisor	LS	\$ 8,950.00	1.00	\$ 8,950.00	1.00	\$ 8,950.00	1.00	\$ 8,950.00	0.78	\$ 6,981.00	0.22	\$ 1,969.00
10	Flaggers (Min. Bid \$75/Hr.)	HR	\$ 77.50	688.00	\$ 53,320.00	688.00	\$ 53,320.00	452.45	\$ 35,064.88	452.45	\$ 35,064.88	0.00	\$ -
11	Clearing and Grubbing	LS	\$ 10,920.00	1.00	\$ 10,920.00	1.00	\$ 10,920.00	1.00	\$ 10,920.00	1.00	\$ 10,920.00	0.00	\$ -
12	Sawcut	LF	\$ 7.62	652.00	\$ 4,968.24	652.00	\$ 4,968.24	618.00	\$ 4,709.16	618.00	\$ 4,709.16	0.00	\$ -
13	Removal of Structures and Obstructions	LS	\$ 2,050.00	1.00	\$ 2,050.00	1.00	\$ 2,050.00	1.00	\$ 2,050.00	1.00	\$ 2,050.00	0.00	\$ -
14	Roadway Excavation Incl. Haul	CY	\$ 57.46	427.00	\$ 24,535.42	427.00	\$ 24,535.42	153.94	\$ 8,845.39	153.94	\$ 8,845.39	0.00	\$ -
15	Structure Excavation Class B Incl. Haul	CY	\$ 42.85	220.00	\$ 9,427.00	220.00	\$ 9,427.00	182.83	\$ 7,834.27	182.83	\$ 7,834.27	0.00	\$ -
16	Gravel Backfill for Foundation Class B	CY	\$ 112.50	40.00	\$ 4,500.00	40.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
17	Controlled Density Fill	CY	\$ 275.00	20.00	\$ 5,500.00	20.00	\$ 5,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
18	Crushed Surfacing Base Course	TON	\$ 73.50	60.00	\$ 4,410.00	60.00	\$ 4,410.00	126.57	\$ 9,302.90	126.57	\$ 9,302.90	0.00	\$ -
19	HMA Cl. 1/2" PG 64-22 Pavement Patch	TON	\$ 478.15	17.00	\$ 8,128.55	17.00	\$ 8,128.55	16.49	\$ 7,884.69	16.49	\$ 7,884.69	0.00	\$ -
20	High-Density Polyethylene (HDPE) Storm Sewer Pipe, 6-In. Diam.	LF	\$ 77.25	40.00	\$ 3,090.00	40.00	\$ 3,090.00	70.00	\$ 5,407.50	70.00	\$ 5,407.50	0.00	\$ -
21	High-Density Polyethylene (HDPE) Storm Sewer Pipe, 8-In. Diam.	LF	\$ 105.50	23.00	\$ 2,426.50	23.00	\$ 2,426.50	20.00	\$ 2,110.00	20.00	\$ 2,110.00	0.00	\$ -
22	Connection to Existing Drainage Structure	EA	\$ 1,950.00	2.00	\$ 3,900.00	2.00	\$ 3,900.00	5.00	\$ 9,750.00	5.00	\$ 9,750.00	0.00	\$ -
23	Catch Basin, 48 inch Type 2 with Gas Trap	EA	\$ 7,835.00	1.00	\$ 7,835.00	1.00	\$ 7,835.00	1.00	\$ 7,835.00	1.00	\$ 7,835.00	0.00	\$ -
24	Catch Basin, Type 1L	EA	\$ 3,110.00	2.00	\$ 6,220.00	2.00	\$ 6,220.00	2.00	\$ 6,220.00	2.00	\$ 6,220.00	0.00	\$ -
25	Topsoil Type B	SY	\$ 25.03	170.00	\$ 4,255.10	170.00	\$ 4,255.10	162.71	\$ 4,072.63	162.71	\$ 4,072.63	0.00	\$ -

ITEM # ITEM DESCRIPTION		UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
26	Bark or Wood Chip Mulch	SY	\$ 23.85	100.00	\$ 2,385.00	100.00	\$ 2,385.00	162.00	\$ 3,863.70	162.00	\$ 3,863.70	0.00	\$ -
27	Sod Installation	SY	\$ 23.85	126.00	\$ 3,005.10	126.00	\$ 3,005.10	36.81	\$ 877.92	36.81	\$ 877.92	0.00	\$ -
28	Plant Selection Thuja Occidentalis 'Smaragd' Emerald Green Arborvitae, 8'-9' Height	EA	\$ 298.00	15.00	\$ 4,470.00	15.00	\$ 4,470.00	15.00	\$ 4,470.00	15.00	\$ 4,470.00	0.00	\$ -
29	Cement Conc. Traffic Curb and Gutter, Type A-1	LF	\$ 38.15	465.00	\$ 17,739.75	465.00	\$ 17,739.75	471.00	\$ 17,968.65	471.00	\$ 17,968.65	0.00	\$ -
30	Cement Conc. Curb Type E-3	LF	\$ 47.68	25.00	\$ 1,192.00	25.00	\$ 1,192.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
31	Cement Conc. Pedestrian Curb	LF	\$ 35.76	45.00	\$ 1,609.20	45.00	\$ 1,609.20	42.00	\$ 1,501.92	42.00	\$ 1,501.92	0.00	\$ -
32	Extruded Asphalt Wedge Curb	LF	\$ 17.90	41.00	\$ 733.90	41.00	\$ 733.90	41.00	\$ 733.90	41.00	\$ 733.90	0.00	\$ -
33	Cement Concrete Driveway Type 1	SY	\$ 119.20	54.00	\$ 6,436.80	54.00	\$ 6,436.80	53.00	\$ 6,317.60	53.00	\$ 6,317.60	0.00	\$ -
34	Chain Link Fence Type _____	LF	\$ 46.50	105.00	\$ 4,882.50	105.00	\$ 4,882.50	86.00	\$ 3,999.00	86.00	\$ 3,999.00	0.00	\$ -
35	End, Gate, Corner, and Pull Post for Chain Link Fence	EA	\$ 298.00	12.00	\$ 3,576.00	12.00	\$ 3,576.00	3.00	\$ 894.00	3.00	\$ 894.00	0.00	\$ -
36	Cement Conc. Sidewalk	SY	\$ 83.45	210.00	\$ 17,524.50	210.00	\$ 17,524.50	211.70	\$ 17,666.37	211.70	\$ 17,666.37	0.00	\$ -
37	Cement Concrete Curb Ramp Type B Perpendicular	EA	\$ 2,385.00	1.00	\$ 2,385.00	1.00	\$ 2,385.00	1.00	\$ 2,385.00	1.00	\$ 2,385.00	0.00	\$ -
38	Cement Concrete Curb Ramp Type C Parallel	EA	\$ 1,788.00	1.00	\$ 1,788.00	1.00	\$ 1,788.00	1.00	\$ 1,788.00	1.00	\$ 1,788.00	0.00	\$ -
39	Cement Concrete Curb Ramp Type D Parallel	EA	\$ 2,625.00	1.50	\$ 3,937.50	1.50	\$ 3,937.50	1.50	\$ 3,937.50	1.50	\$ 3,937.50	0.00	\$ -
40	Permanent Signing	LS	\$ 3,250.00	1.00	\$ 3,250.00	1.00	\$ 3,250.00	1.00	\$ 3,250.00	1.00	\$ 3,250.00	0.00	\$ -
41	Cement Concrete Modular Block Unit Retaining Wall	SF	\$ 43.82	640.00	\$ 28,044.80	640.00	\$ 28,044.80	691.00	\$ 30,279.62	691.00	\$ 30,279.62	0.00	\$ -
42	Existing Private Improvements Restoration	FA	\$ 1.00	25,000.00	\$ 25,000.00	25,000.00	\$ 25,000.00	6,844.99	\$ 6,844.99	4,339.36	\$ 4,339.36	2,505.63	\$ 2,505.63

W.O.# 3741

Contractor: Moeco LLC

Project: 18th Street Pedestrian Improvements

Notice to Proceed	1/7/2025
75% Completion	2/22/2025
Substantial Completion	3/10/2025
Substantial Completion of work achieved within	43

Reviewed By	Don Snyder	DonSnyder	DonSnyder	Don Snyder
Date	1/30/2025	3/3/2025	3/28/2025	5/19/2025

Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	Est 1	Est 2	Est 3	Est 4	Est 5	Est 6	Est 7	Est 8	Est 9	Est 10
						1/24/2025	2/21/2025	3/21/2025	5/16/2025	Date5	Date6	Date7	Date8	Date9	Date10
A	1	Mobilization	LS	1.00	1.00	0.50	0.50	0.00	0.00						
A	2	ADA Features Surveying	LS	1.00	1.00	0.78	0.22	0.00	0.00						
A	3	SPCC Plan	LS	1.00	1.00	0.50	0.50	0.00	0.00						
A	4	Erosion Control and Water Pollution Prevention	LS	1.00	1.00	0.85	0.15	0.00	0.00						
A	5	Street Cleaning	HR	43.00	35.00	11.00	16.00	8.00	0.00						
A	6	Inlet Protection	EA	7.00	7.00	7.00	0.00	0.00	0.00						
A	7	High Visibility Silt Fence	LF	125.00	125.00	125.00	0.00	0.00	0.00						
A	8	Project Temporary Traffic Control	LS	1.00	1.00	0.46	0.26	0.28	0.00						
A	9	Traffic Control Supervisor	LS	1.00	1.00	0.33	0.33	0.12	0.22						
A	10	Flaggers (Min. Bid \$75/Hr.)	HR	688.00	452.45	167.00	208.00	77.45	0.00						
A	11	Clearing and Grubbing	LS	1.00	1.00	0.80	0.20	0.00	0.00						
A	12	Sawcut	LF	652.00	618.00	618.00	0.00	0.00	0.00						
A	13	Removal of Structures and Obstructions	LS	1.00	1.00	1.00	0.00	0.00	0.00						
A	14	Roadway Excavation Incl. Haul	CY	427.00	153.94	60.09	85.42	8.43	0.00						
A	15	Structure Excavation Class B Incl. Haul	CY	220.00	182.83	182.83	0.00	0.00	0.00						
A	16	Gravel Backfill for Foundation Class B	CY	40.00	0.00	0.00	0.00	0.00	0.00						
A	17	Controlled Density Fill	CY	20.00	0.00	0.00	0.00	0.00	0.00						
A	18	Crushed Surfacing Base Course	TON	60.00	126.57	60.00	15.00	51.57	0.00						
A	19	HMA Cl. 1/2" PG 64-22 Pavement Patch	TON	17.00	16.49	0.00	0.00	16.49	0.00						
A	20	High-Density Polyethylene (HDPE) Storm Sewer Pipe, 6-In. Diam.	LF	40.00	70.00	18.00	52.00	0.00	0.00						
A	21	High-Density Polyethylene (HDPE) Storm Sewer Pipe, 8-In. Diam.	LF	23.00	20.00	20.00	0.00	0.00	0.00						
A	22	Connection to Existing Drainage Structure	EA	2.00	5.00	1.00	4.00	0.00	0.00						
A	23	Catch Basin, 48 inch Type 2 with Gas Trap	EA	1.00	1.00	1.00	0.00	0.00	0.00						
A	24	Catch Basin, Type 1L	EA	2.00	2.00	1.00	1.00	0.00	0.00						
A	25	Topsoil Type B	SY	170.00	162.71	0.00	0.00	162.71	0.00						
A	26	Bark or Wood Chip Mulch	SY	100.00	162.00	0.00	0.00	162.00	0.00						
A	27	Sod Installation	SY	126.00	36.81	0.00	0.00	36.81	0.00						
A	28	Plant Selection Thuja Occidentalis 'Smaragd' Emerald Green Arborvitae, 8'-9' Height	EA	15.00	15.00	0.00	0.00	15.00	0.00						
A	29	Cement Conc. Traffic Curb and Gutter, Type A-1	LF	465.00	471.00	0.00	483.00	(12.00)	0.00						
A	30	Cement Conc. Curb Type E-3	LF	25.00	0.00	0.00	0.00	0.00	0.00						
A	31	Cement Conc. Pedestrian Curb	LF	45.00	42.00	0.00	0.00	42.00	0.00						
A	32	Extruded Asphalt Wedge Curb	LF	41.00	41.00	0.00	0.00	41.00	0.00						
A	33	Cement Concrete Driveway Type 1	SY	54.00	53.00	0.00	49.62	3.38	0.00						
A	34	Chain Link Fence Type	LF	105.00	86.00	0.00	0.00	86.00	0.00						
A	35	End, Gate, Corner, and Pull Post for Chain Link Fence	EA	12.00	3.00	0.00	0.00	3.00	0.00						
A	36	Cement Conc. Sidewalk	SY	210.00	211.70	0.00	80.00	131.70	0.00						
A	37	Cement Concrete Curb Ramp Type B Perpendicular	EA	1.00	1.00	0.00	1.00	0.00	0.00						
A	38	Cement Concrete Curb Ramp Type C Parallel	EA	1.00	1.00	0.00	1.00	0.00	0.00						
A	39	Cement Concrete Curb Ramp Type D Parallel	EA	1.50	1.50	0.00	0.00	1.50	0.00						
A	40	Permanent Signing	LS	1.00	1.00	0.00	0.33	0.67	0.00						
A	41	Cement Concrete Modular Block Unit Retaining Wall	SF	640.00	691.00	490.50	200.50	0.00	0.00						
A	42	Existing Private Improvements Restoration	FA	25,000.00	6,844.99	0.00	4,339.36	0.00	2,505.63						

Project title: Amendment No. 1 to Dorn Avenue Drainage Improvements PSA with Otak, Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:
Yes ☒ No

PowerPoint presentation:
Yes ☒ No

Attachments:
PSA Amendment

Department(s) involved:
Public Works

Contact person:
Tom Hood

Phone number:
425-257-8809

Email:
THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Dorn Avenue Drainage Improvements

Partner/Supplier: Otak, Inc.

Location: Dorn Avenue and McGill Avenue near Evergreen Way

Preceding action: PSA for Dorn Avenue Drainage Improvements, [11-6-24](#)

Fund: 401 – Water and Sewer Utility

Fiscal summary statement:

Amendment is a no-cost time extension to the previously approved professional services agreement. The existing contract amount is \$731,847.

Project summary statement:

Evergreen Way in the Vicinity of Holly Dr. experiences chronic flooding during significant rain events, as do side streets Dorn Avenue and McGill Avenue. This project will improve the local storm drainage system by installing large pipes and re-configuring the drainage system to improve redundancy. This contract will prepare the design and bid ready documents, as well as procuring all necessary permits.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Professional Services Agreement Amendment No.1 with Otak, Inc. for the Dorn Avenue Drainage Improvements.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

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

Service Provider	Otak, Inc.
City Project Manager	Erik Emerson
	eemerson@everettwa.gov
Original Agreement Date	11/13/2024

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	<div>Click for Dropdown Menu I</div> <div>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</div>
Other Provisions	<div>Enter other changes to the Agreement, if any.</div>
Standard Amendment Provisions	<p>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.</p>
	<p>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.</p>
	<p>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.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

OTAK, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Russ Gaston

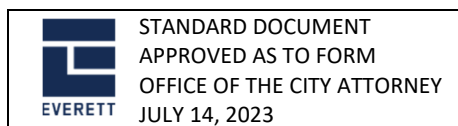
Signer's Email Address: russ.gaston@otak.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



Project title: Partial Release of Easements

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Partial Release_SD1
Partial Release_SD2
Partial Release_SD3

Department(s) involved:

Permit Services
Legal
Real Property

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Partial Release of Easements

Partner/Supplier: N/A

Location: Four Corners Apartment Community - 8102 Evergreen Way

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

None

Project summary statement:

The former K-Mart site at 8102 Evergreen Way has been redeveloped with a multifamily apartment community known as Four Corners. This redevelopment required the relocation of the existing on-site public water mains at a few locations. The city has been granted new easements for the affected locations which supersede the now unnecessary portions of the original easements which will be released.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Partial Release of Easements related to the Four Corners Apartment Community development.

AFTER RECORDING RETURN TO:

Real Property Manager
Facilities/Property Management
802 E. Mukilteo Blvd, Bldg. #100
Everett, WA 98203

Tax Parcel Number: 28050700307400

Legal Description: PTN. OF LOT 1 OF COE SHORT PLAT SS#19-007 PER AFN 202203255005
See Attached **EXHIBIT A**

Document Referenced: Auditor's File No. 9306010427

PARTIAL RELEASE OF EASEMENT

The City of Everett, a municipal corporation under the laws of the State of Washington, grantee of that certain easement recorded under Auditor's File No. 9306010427, records of Snohomish County, Washington, for and in consideration of ten dollars (\$10.00) and other valuable consideration, hereby releases and quit claims its interest, if any, in the portion of said easement lying within the following described property:

Legal Description of Easement Area to be Released: See Attached **EXHIBIT B**

Map of Easement Area to be Released: See Attached **EXHIBIT C**

to the grantor(s) or its successor(s) in interest to said portion of easement. All portions of said easement not lying within the above described property shall remain in full force and effect.

CITY OF EVERETT

By _____

Cassie Franklin, Mayor

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Office of the City Clerk

Office of the City Attorney

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this day personally appeared before me Cassie Franklin, to me known to be the Mayor of the City of Everett, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2024.

Notary: _____
Print Name: _____
Notary Public in and for the State of _____
Washington, residing at: _____
My commission expires: _____

EXHIBIT A
PARCEL DESCRIPTION

LOT 1 OF CITY OF EVERETT SHORT PLAT SS#19-007 RECORDED UNDER AUDITOR'S FILE #202203255005;



S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025
PROJ. NO: 2025-862-01

1750 112TH AVENUE NE
SUITE B-216, BELLEVUE, WA 98004
(425) 832-3872

WWW.SFLANDS.COM

EMAIL: INFO@SFLANDS.COM

EXHIBIT B
PARTIAL EASEMENT RELEASE DESCRIPTION

THAT PORTION OF THE 15 FEET WIDE EASEMENT RECORDED UNDER RECORDING NUMBER 9306010427, BEING A PORTION OF LOT 1 OF CITY OF EVERETT SHORT PLAT SS#19-007 RECORDED UNDER AUDITOR'S FILE #202203255005, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING NORTH 88°41'59" WEST AND 154.41 DISTANT FROM THE NORTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 01°19'55" WEST 177.63 FEET;
THENCE NORTH 88°40'05" WEST 15.00 FEET;
THENCE NORTH 01°19'55" EAST 177.62 FEET TO THE NORTH LINE OF SAID LOT 1, AND THE SOUTHERLY MARGIN OF 79TH PL SE;
THENCE SOUTH 88°41'59" EAST, ALONG SAID NORTH LINE AND SAID SOUTHERLY MARGIN, 15.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PORTION OF SAID EASEMENT LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 1;

BEGINNING AT A POINT BEARING SOUTH 89°05'45" EAST AND 102.00 FEET DISTANT FROM THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 00°55'08" EAST 6.49 FEET;
THENCE SOUTH 89°04'52" EAST 165.00 FEET;
THENCE SOUTH 00°55'08" WEST 6.45 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;
THENCE NORTH 89°05'45" WEST, ALONG SAID SOUTHERLY LINE, 165.00 FEET TO THE POINT OF BEGINNING.



S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025

PROJ. NO: 2025-862-01

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EMAIL: INFO@SFLANDS.COM

BEVERLY LN

EXHIBIT C
PARTIAL EASEMENT RELEASE DEPICTION

79TH PL SE
NORTHEAST CORNER LOT 1

POB

S88°41'59"E 15.00'

N88°41'59"W 154.41'

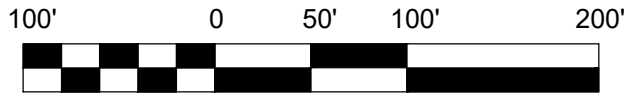
N01°19'55"E 177.62'

S01°19'55"W 177.63'

AREA OF EASEMENT
BEING VACATED

N88°40'05"W 15.00'

LOT 2



SCALE: 1" = 100'

EASEMENT REC. NO.
930610427

LOT 1
CITY OF EVERETT
SHORT PLAT SS#19-007
REC. NO. 202203255005

EASEMENT REC. NO.
930610427



SOUTHWEST CORNER LOT 1

S00°55'08"W 6.45'

S89°05'45"E 102.00'

N00°55'08"E 6.49'

S89°04'52"E 165.00'

POB

N89°05'45"W 165.00'

LOT 3

AREA OF EASEMENT
BEING VACATED

EVERGREEN
(SR99) WAY

S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025

PROJ. NO: 2025-862-01

1750 112TH AVENUE NE
SUITE B-216, BELLEVUE, WA 98004
(425) 832-3872

WWW.SFLANDS.COM

EMAIL: INFO@SFLANDS.COM

AFTER RECORDING RETURN TO:

Real Property Manager
Facilities/Property Management
802 E. Mukilteo Blvd, Bldg. #100
Everett, WA 98203

Tax Parcel Number: 28050700307400

Legal Description: PTN. OF LOT 1 OF COE SHORT PLAT SS#19-007 PER AFN 202203255005
See Attached **EXHIBIT A**

Document Referenced: Auditor's File No. 20081104041

PARTIAL RELEASE OF EASEMENT

The City of Everett, a municipal corporation under the laws of the State of Washington, grantee of that certain easement recorded under Auditor's File No. 20081104041, records of Snohomish County, Washington, for and in consideration of ten dollars (\$10.00) and other valuable consideration, hereby releases and quit claims its interest, if any, in the portion of said easement lying within the following described property:

Legal Description of Easement Area to be Released: See Attached **EXHIBIT B**

Map of Easement Area to be Released: See Attached **EXHIBIT C**

to the grantor(s) or its successor(s) in interest to said portion of easement. All portions of said easement not lying within the above described property shall remain in full force and effect.

CITY OF EVERETT

By _____

Cassie Franklin, Mayor

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Office of the City Clerk

Office of the City Attorney

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this day personally appeared before me Cassie Franklin, to me known to be the Mayor of the City of Everett, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2024.

Notary: _____
Print Name: _____
Notary Public in and for the State of _____
Washington, residing at: _____
My commission expires: _____

EXHIBIT A
PARCEL DESCRIPTION

LOT 1 OF CITY OF EVERETT SHORT PLAT SS#19-007 RECORDED UNDER AUDITOR'S FILE #202203255005;



S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025
PROJ. NO: 2025-862-01

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EXHIBIT B
PARTIAL EASEMENT RELEASE DESCRIPTION

THAT PORTION OF THE 15 FEET WIDE EASEMENT RECORDED UNDER RECORDING NUMBER 20081104041, BEING A PORTION OF LOT 1 OF CITY OF EVERETT SHORT PLAT SS#19-007 RECORDED UNDER AUDITOR'S FILE #202203255005, DESCRIBED AS FOLLOWS:

COMMENING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 89°05'45" EAST, ALONG THE SOUTHERLY LINE THEREOF, 77.50 FEET;
THENCE NORTH 00°55'08" EAST 6.50 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00°55'08" EAST 36.00 FEET;
THENCE SOUTH 89°04'52" EAST 15.00 FEET;
THENCE SOUTH 00°55'08" WEST 36.00 FEET;
THENCE NORTH 89°04'52" WEST 15.00 FEET TO THE POINT OF BEGINNING.



S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025

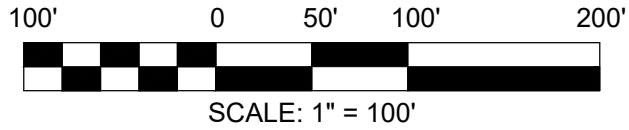
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1750 112TH AVENUE NE
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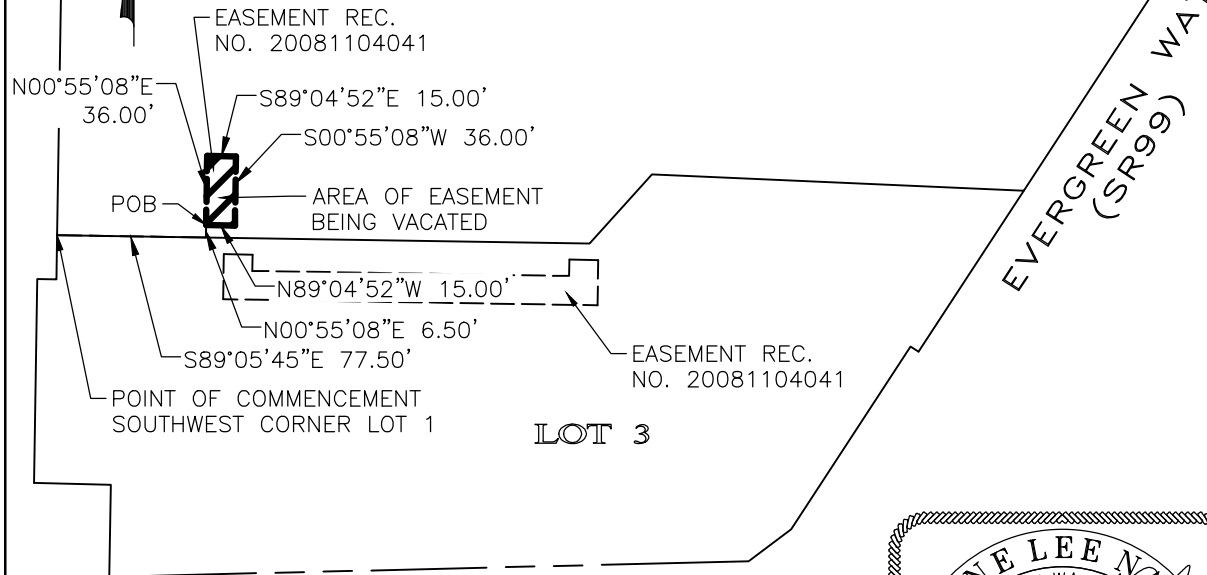
WWW.SFLANDS.COM

EMAIL: INFO@SFLANDS.COM

EXHIBIT C
EASEMENT VACATION DEPICTION



LOT 1
CITY OF EVERETT
SHORT PLAT SS#19-007
REC. NO. 202203255005



S&F Land Services

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PROJ. NO: 2025-862-01

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AFTER RECORDING RETURN TO:

Real Property Manager
Facilities/Property Management
802 E. Mukilteo Blvd, Bldg. #100
Everett, WA 98203

Tax Parcel Number: 28050700307500

Legal Description: PTN. OF LOT 3 OF COE SHORT PLAT SS#19-007 PER AFN 202203255005
See Attached **EXHIBIT A**

Document Referenced: Auditor's File No. 9306010427

PARTIAL RELEASE OF EASEMENT

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Map of Easement Area to be Released: See Attached **EXHIBIT C**

to the grantor(s) or its successor(s) in interest to said portion of easement. All portions of said easement not lying within the above described property shall remain in full force and effect.

CITY OF EVERETT

By _____

Cassie Franklin, Mayor

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Office of the City Clerk

Office of the City Attorney

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this day personally appeared before me Cassie Franklin, to me known to be the Mayor of the City of Everett, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2024.

Notary: _____
Print Name: _____
Notary Public in and for the State of _____
Washington, residing at: _____
My commission expires: _____

EXHIBIT A
PARCEL DESCRIPTION

LOT 3 OF CITY OF EVERETT SHORT PLAT SS#19-007 RECORDED UNDER AUDITOR'S FILE #202203255005;



S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025

PROJ. NO: 2025-862-01

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EMAIL: INFO@SFLANDS.COM

EXHIBIT B
PARTIAL EASEMENT RELEASE DESCRIPTION

THAT PORTION OF THE 15 FEET WIDE EASEMENT RECORDED UNDER RECORDING NUMBER 9306010427, LYING SOUTH OF THE NORTHERLY LINE OF LOT 3 OF CITY OF EVERETT SHORT PLAT SS#19-007 RECORDED UNDER AUDITOR'S FILE #202203255005, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING SOUTH 89°05'45" EAST AND 102.00 FEET DISTANT FROM THE NORTHWEST CORNER OF SAID LOT 3;
THENCE CONTINUING SOUTH 89°05'45" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 2, 165.00 FEET;
THENCE SOUTH 00°55'08" WEST 8.55 FEET;
THENCE NORTH 89°04'52" WEST 165.00 FEET;
THENCE NORTH 00°55'08" EAST 8.51 FEET TO THE POINT OF BEGINNING.



S&F Land Services

Your Proven Geospatial Partner

DATE: JULY 16, 2025

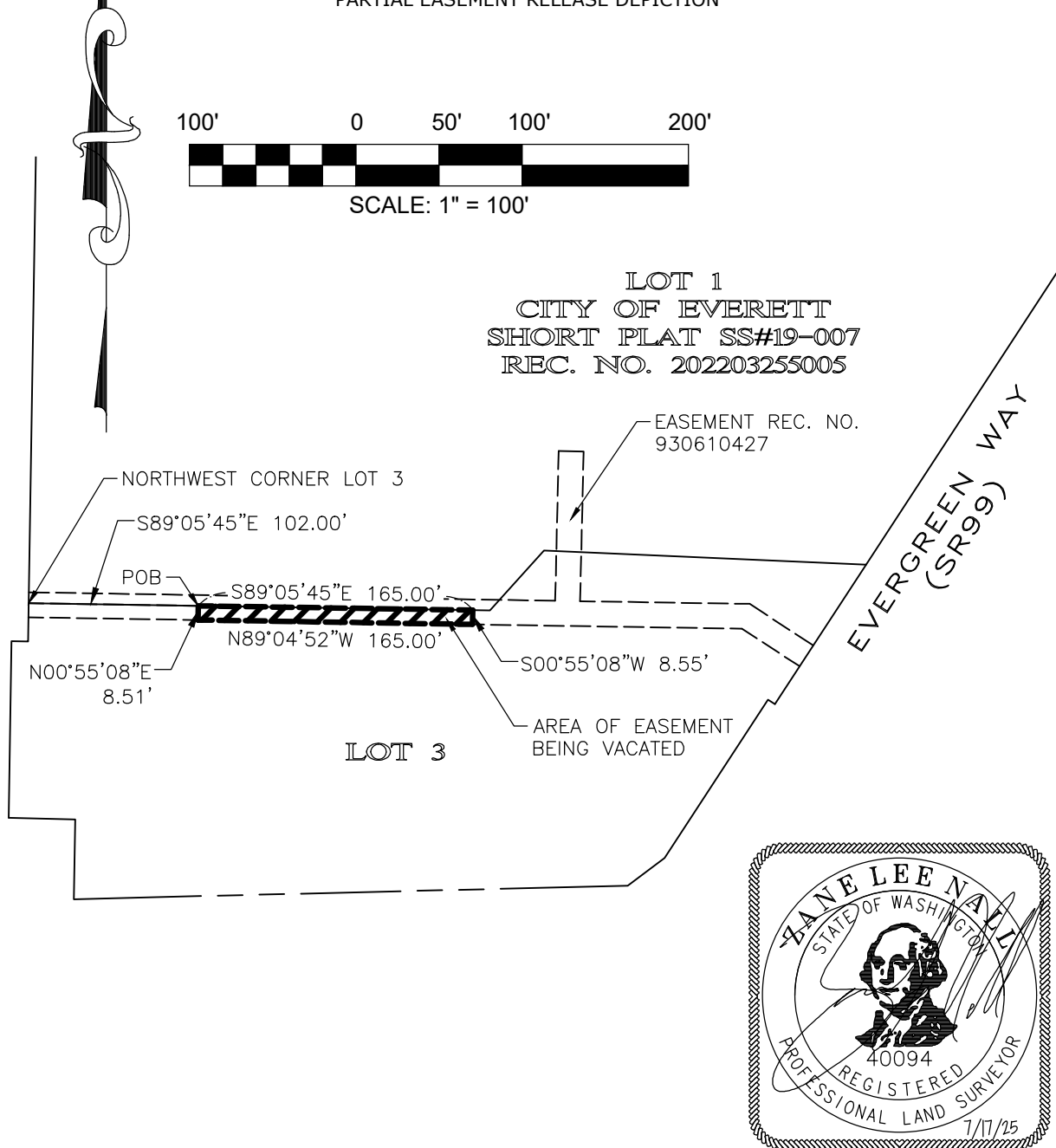
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EMAIL: INFO@SFLANDS.COM

EXHIBIT C
PARTIAL EASEMENT RELEASE DEPICTION



S&F Land Services

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1750 112TH AVENUE NE
SUITE B-216, BELLEVUE, WA 98004
(425) 832-3872

DATE: JULY 16, 2025
PROJ. NO: 2025-862-01

WWW.SFLANDS.COM

EMAIL: INFO@SFLANDS.COM

Project title: Call for Bids – PGSF WMVD Storm and Combined Sewer, Package 2

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
Public Works

Contact person:
Tom Hood

Phone number:
425-257-8809

Email:
THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: PGSF WMVD Storm and Combined Sewer, Package 2 (Conveyance A)

Partner/Supplier: N/A

Location: West Marine View Drive, North of Hewitt Ave

Preceding action: Plans and Systems Ordinance 3967-23 (9/6/2023)

Fund: Fund 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Project funding is provided by Fund 336 – Water & Sewer System Improvements Fund. The referenced Plans & Systems Ordinance was for design costs, and an updated Plans & Systems Ordinance will be submitted to Council for approval after bid opening but prior to award. The current engineer’s estimate for the project is \$67,683,000.

Project summary statement:

Public Works requests authorization to call for bids for the PGSF WMVD Storm and Combined Sewer, Package 2 Project.

The Project involves the construction of several large-diameter conveyance pipelines that will connect the Port Gardner Storge Facility (PGSF) to the existing Storm and Combined Sewer system. The project includes pipelines in and around West Marine View Drive between Hewitt Ave and the Grand Ave Park Bridge.

This project will be constructed using a Project Labor Agreement (PLA) as a PLA pilot project.

Recommendation (exact action requested of Council):

Authorize a Call for Bids for the PGSF WMVD Storm and Combined Sewer, Package 2 Project.

Project title: Interlocal Agreement for Snohomish Regional Drug Task Force Cooperation

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Agreement, Exhibits A-D

Department(s) involved:

Police, Legal

Contact person:

John DeRousse

Phone number:

425-257-8460

Email:

jderousse@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Snohomish Regional Drug Task Force Participation Agreement

Partner/Supplier: Snohomish County & Participating Jurisdictions

Location: n/a

Preceding action: Continual SRDTF Interlocal Agreements in effect since 1/18/1988

Fund: 156/Criminal Justice Fund

Fiscal summary statement:

A financial contribution of \$30,760 is required under this agreement. This amount represents the City of Everett's proportionate cost share to help fund the Task Force commander and analyst salaries, based on Everett's population as of April 1, 2025 (see Exhibit D). Everett's contribution is budgeted to come from Criminal Justice Fund 156.

Project summary statement:

The City of Everett enters an annual interlocal agreement (ILA) with Snohomish County and other jurisdictions for the operation of the Snohomish Regional Drug Task Force (SRDTF). The SRDTF has been in existence since 1988 and the ILA outlines the organizational structure, governance and budgetary elements of the SRDTF and associated requirements of the participating jurisdictions. The City of Everett Police Department assigns personnel to the SRDTF as staffing allows. This ILA is for the period of January 1, 2026, through December 31, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement Establishing Snohomish Regional Drug Task Force in the amount of \$30,760.

INTERLOCAL AGREEMENT FOR SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION

This INTERLOCAL AGREEMENT FOR THE SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION (this “Agreement”) is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, and the following Municipal Corporations, municipal corporations of the State of Washington, and the State of Washington (collectively referred to as “Participating Jurisdiction”).

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

RECITALS

- A. The Participating Agencies are public agencies as defined by Chapter 39.34 RCW and Chapter 10.93 RCW, and are authorized to enter interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. Drug trafficking and related crime occur throughout Snohomish County and the surrounding region. This criminal activity requires specially trained and equipped investigators and staff creating the demand for a coordinated regional response. The Participating Agencies believe these investigations and activities are most economically served by the formation of a regional drug task force (hereinafter Task Force)
- C. Through this Agreement the Participating Agencies intend to combine their respective investigative personnel to form a regional Task Force. The regional Task Force shall be specially structured, trained, and equipped to conduct drug trafficking and related criminal investigations within each Participating Agency's jurisdiction and the surrounding region.
- D. The Participating Agencies desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, 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 Participating Agencies agree as follows:

1. DEFINITIONS

- 1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, that is a party to this agreement.
- 1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that assigns at least one full-time employee to the Task Force.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall govern the parties' performance beginning on January 1, 2026, ("Effective Date") and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties' obligations after December 31, 2026, are contingent upon local legislative appropriation of the necessary funds for this specific purpose per each parties' Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party's Interlocal Agreements webpages or other electronically retrievable public source.

2.2 Extensions

The term of this Agreement may be extended for up to two (2) additional terms of two (2) year terms (respectively, "First Additional Term" and "Second Additional Term"). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

3. ESTABLISHMENT AND PURPOSE OF THE SNOHOMISH REGIONAL DRUG TASK FORCE

3.0 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend this Agreement to create a separate legal entity subject to suit.

3.1 Task Force goals are to:

- a. Reduce the number of drug traffickers in Snohomish County through professional investigation, apprehension, and conviction.
- b. Efficiently attack, disrupt, and prosecute individual(s) and organized mid to upper-level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations.
- c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions, and the sharing of resources and information; and
- d. Address these issues with the foremost consideration of safety for both law enforcement and the community.

3.2 The Task Force will implement operations, including but not limited to the following.

- a. Development of intelligence,
- b. Target identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders, and

f. Asset forfeiture/disposition.

4. SNOHOMISH REGIONAL DRUG TASK FORCE EXECUTIVE BOARD

4.1 The parties hereby create the Snohomish Regional Drug Task Force Board (hereinafter referred to as the “Board”) to provide oversight and direction to the Task Force. Board members shall be comprised of the Chief of Police from each Contributing Jurisdiction. One “at-large” Chief of Police will be selected by a majority vote from the remaining Participating Jurisdictions.

Additional members of the Board shall be the Snohomish County Prosecutor, the City of Everett Attorney, and the Executive Director of the Northwest High-Intensity Drug Trafficking Area (“HIDTA”) Program. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement assigns full-time personnel to the Task Force, the Chief of Police from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Board.

4.3 The Board may adopt bylaws which include procedures for the appointment of alternate members to attend Board meetings in the absence of members. At the meetings, alternate members shall have the same rights as the appointing Board member. The Board shall have decision-making authority and will approve changes to standard operating procedures (“SOP”). The Board shall also evaluate the Task Force's performance and review the annual budget.

4.4 Voting

a. Any action taken by the Board under this Agreement shall be based on a simple majority of votes, weighted as described in (b), of Board members or alternate members present at the respective meeting.

b. Board member votes shall be allocated according to the number of full-time personnel the Contributing Jurisdiction contributes to the Task Force at the time of the vote. For example, if

the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes, and the City of Lynnwood has three. The At-large Chief of Police, the Snohomish County Prosecutor, the City of Everett City Attorney, and the Executive Director of the Northwest HIDTA have one vote each.

5. TASK FORCE ORGANIZATION

5.1 The Task Force shall be organized according to the chart contained as Exhibit A, incorporated herein by this reference. Assigned Task Force personnel typically consist of a Task Force Commander, Lieutenant, Sergeants, Detectives or Agents, Deputy Prosecutor, and support personnel.

Task Force personnel shall be directed in their duties by the Task Force Commander (“Commander”). The Commander is an employee of Snohomish County. The selection of the Commander shall be conducted per Exhibit B, incorporated herein by this reference.

Appointment and removal of the Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff choose to remove the Commander without cause, the Board must be consulted before action is taken.

5.2 Exhibit C, incorporated by this reference, sets forth the personnel currently assigned to the Task Force by each Contributing Jurisdiction. Nothing in this Agreement shall restrict the ability of any Contributing Jurisdiction to reassign personnel now or later assigned to the Task Force.

5.3 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights,

duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations applicable to its employees. When a Participating or Contributing Jurisdiction considers assigning a new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection.

5.4 Employees assigned to the Task Force are subject to and responsible for following the published Task Force policies and procedures. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.

5.5 At the Commander's discretion employees from Contributing Jurisdictions may be selected to fill any of the following positions: Detection Canine Handler, Financial Investigations, and Technology Investigation.

5.6 The Task Force will follow a management system for shared coordination and direction of personnel, financial, equipment, and technical resources, as stated in this Agreement.

6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES

The Commander will develop and maintain all policies and standard operating procedures of the Task Force to be presented to the Board at any regular Board meeting. The Board maintains the responsibility to review and approve by affirmative vote before implementation. However, in the event of a change to policy in keeping with the best industry and safety standards or pursuant to a change in law, statute, or

code, the Commander may authorize the implementation of the change with notice given to the Board. The update to the policy must be voted upon at the next regularly scheduled meeting of the Board.

7. BUDGET AND FINANCE

7.1 The 2026 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.

7.2 The Sheriff's Office will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. Proposed increases to the Task Force budget exceeding 3% of any Participating Jurisdiction's funding obligation from the prior year must first be approved by the Board. Any special assessments to Participating Jurisdictions must be first approved by the Board.

7.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

7.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

7.5 Snohomish County shall maintain designated financial accounts to support Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

7.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

7.7 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

7.8 The Task Force shall reimburse Contributing Jurisdictions for actual overtime costs up to the annual federal overtime maximum for overtime work published by the U.S. Office of Personnel Management for overtime performed by a Contributing Jurisdiction detective(s) assigned to the Task Force. The Task Force's obligation to reimburse a Contributing Jurisdiction for overtime costs is contingent on the Task Force receiving federal funding for such purpose. If the Task Force does not receive federal funding for overtime, or the federal funding for overtime is depleted, any overtime compensation shall be the responsibility of the employing agency. A contributing Jurisdiction seeking reimbursement for overtime costs shall submit a properly executed voucher to the Sheriff's Office within 90-days of the accrual of the overtime.

8. GENERAL ADMINISTRATION

8.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.

8.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that is within its particular control and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.

8.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, to administer the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability concerning a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

8.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 13 of this Agreement.

9. ASSET FOFEITURE

9.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture

that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

9.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

9.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.
- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of the Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 9.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.

g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its agency code. The parties intend that each Participating Jurisdiction's equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided, however, the SCSO is entitled to claim an additional twenty-five percent (25%) to account for Task Force operation/administrative expenses. The parties acknowledge, however, that final determination of a Participating Jurisdiction's receipt and percentage allocation of federal forfeiture proceeds is within the discretionary authority of the Department of the Treasury or the Department of Justice, as applicable.

h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 9.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

9.4 State Forfeiture.

a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percentage, listed in Exhibit D.

b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.

c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW

69.50.505 shall use such assets in accordance with RCW 69.50.505

10. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this Agreement, the term “Equipment” shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing Task Force operations.

10.1 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

10.2 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.

10.3 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.

10.4 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

11. COVENANT TO COOPERATE

Each Participating Agency covenants to the other parties that it shall use good faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

12. COMPLIANCE WITH LAWS

The Participating Agencies shall exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

13. INDEMNIFICATION

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

14. NOTIFICATION OF LAWSUITS

In the event that a lawsuit is brought against a Participating Agency, including its officers or employees, relating to its Task Force participation, performance or activities, it shall be the duty of that party to notify the other parties that said lawsuit has been initiated.

All claims against the state, or against the state's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct, must be presented to the Office of Risk Management. A claim is deemed presented when the claim form is delivered in

person or by regular mail, registered mail, or certified mail, with return receipt requested, or as an attachment to email or by fax, to the office of risk management. All claims for damages must be presented on the standard tort claim form that is maintained by the office of risk management.

15. WITHDRAWAL/TERMINATION

15.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 10.3 of this Agreement with respect to asset forfeitures the Participating Jurisdiction participated in before the effective date of withdrawal.

15.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

16. RECORDS

16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

16.2 Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

17. NOTICES/ADMINISTRATOR

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff
Drug Task Force Commander
3000 Rockefeller Ave. M/S 706
Everett WA, 98201

If sent by electronic email to:

Email: SSH-TFCommander@snoco.org

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted

by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

18. MISCELLANEOUS

18.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

18.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

18.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

18.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

18.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by another party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by any party of any particular Default constitute a waiver of any other Default or any similar future Default.

18.6 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

18.7 Execution in Counterparts

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 3.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

18.8 Modification

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

18.9 Nondiscrimination

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Recommended for approval:

By **Susanna Johnson** Digitally signed by Susanna Johnson
Date: 2025.11.05 08:08:21 -08'00'
Name: Susanna Johnson
Title: Snohomish County Sheriff

Approved as to Form:

Deputy Prosecuting Attorney

SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT
EXHIBIT A (January 01, 2026)

SRDTF Executive Board

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,
Snohomish County Prosecuting Attorney, City of Everett City Attorney

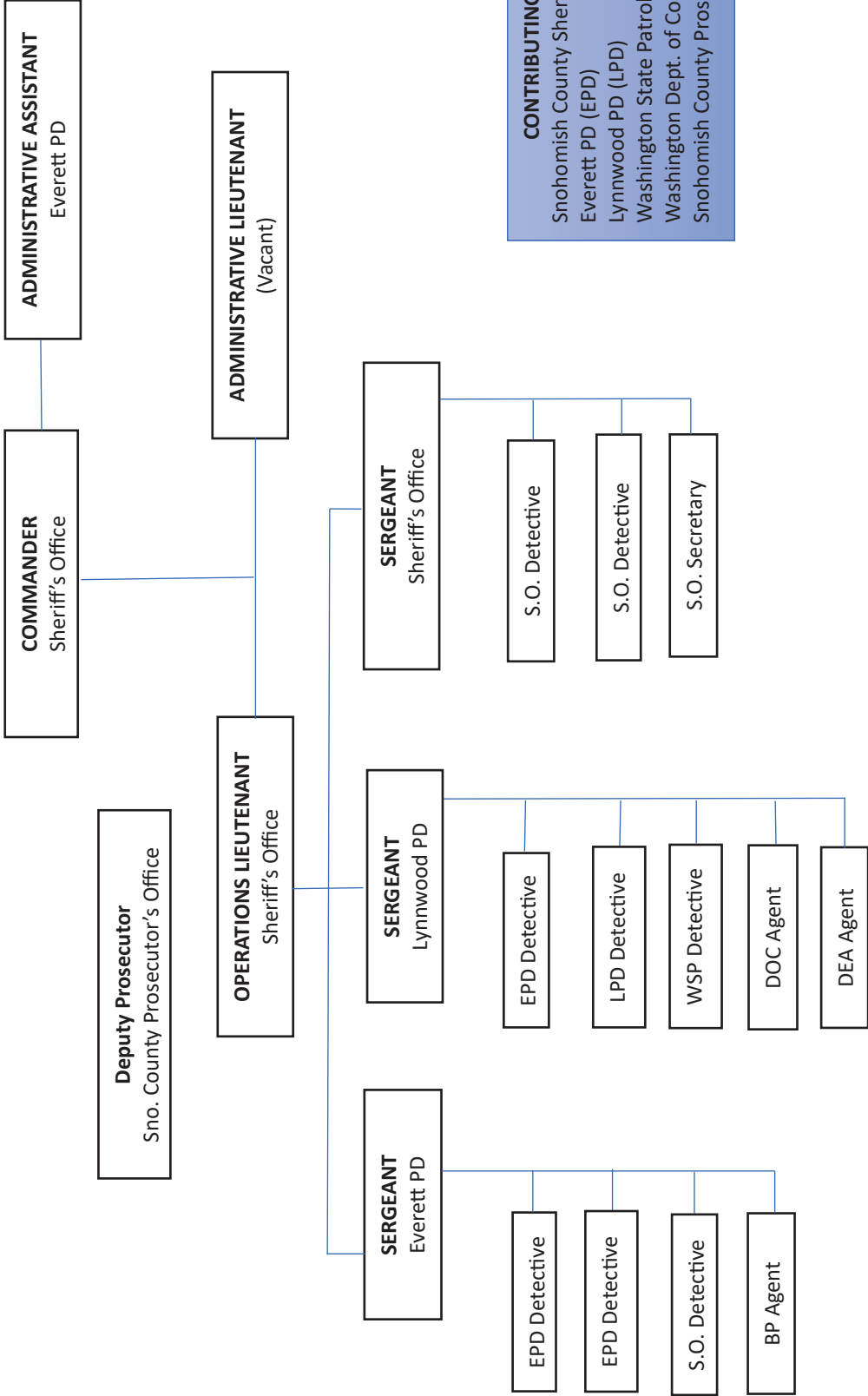


EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

EXHIBIT C

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction

January 1, 2026 – December 31, 2026

EVERETT POLICE DEPARTMENT

1 Sergeant	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

FUNDING

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Support Staff	Snohomish County Sheriff

FUNDING

LYNNWOOD POLICE DEPARTMENT

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD

FUNDING

SNOHOMISH COUNTY PROSECUTOR'S OFFICE **FUNDING**

1 Deputy Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON**FUNDING**

1 Detective

Washington State Patrol

1 Agent

Department of Corrections

Agency	Participants	E-Board Vote	Pcnt.	Notes
Everett PD	5	5	38.5%	
Snoh Co Sheriff's Off	6	6	46%	
Lynnwood PD	2	2	15.5%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
TOTALS	17.5	19	100%	

EXHIBIT D

Snohomish Regional Drug & Gang Task Force

[April 1, 2025, Population of Cities, Towns and Counties \(wa.gov\)](#)

JURISDICTION	POPULATION April 1, 2025	PERCENTAGE	2026 ALLOCATION AMOUNT
Arlington	23,080	2.64%	\$ 6,185.00
Bothell	20,420	2.34%	\$ 5,482.00
Brier	6,630	0.76%	\$ 1,780.00
Darrington	1,520	0.17%	\$ 398.00
Edmonds	43,510	4.98%	\$ 11,667.00
Everett	114,700	13.13%	\$ 30,760.00
Gold Bar	2,350	0.27%	\$ 633.00
Granite Falls	4,775	0.55%	\$ 1,288.00
Index	170	0.02%	\$ 47.00
Lake Stevens	42,180	4.82%	\$ 11,292.00
Lynnwood	42,540	4.87%	\$ 11,409.00
Marysville	74,640	8.65%	\$ 20,264.00
Mill Creek	21,630	2.48%	\$ 5,810.00
Monroe	20,960	2.40%	\$ 5,623.00
Mountlake Terrace	24,240	2.82%	\$ 6,606.00
Mukilteo	21,600	2.47%	\$ 5,786.00
Snohomish	10,500	1.20%	\$ 2,811.00
Stanwood	8,950	1.02%	\$ 2,390.00
Sultan	7,405	0.85%	\$ 1,991.00
Snohomish County	380,600	43.56%	\$ 102,049.00
TOTALS:	873,800	100%	\$ 234,271.00

Increase to TF Commanders' Salary
2026 COLA increase of 5.00%
Increase to TF Analyst Salary
2026 COLA increase of 5.00%

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title Mayor Cassie Franklin

Dated _____
Jurisdiction of City of Everett

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____



City Council Agenda Item Cover Sheet

Project title: Interlocal Agreement between Everett Transit and PUD for Bus Charging– Amendment #1

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Interlocal Agreement
Amendment #1

Department(s) involved:

Transit

Contact person:

Mike Schmieder

Phone number:

425-257-7761

Email:

mschmieder@everettwa.gov

Initialed by:

MJS

Department head

Administration

Council President

Project: Interlocal Agreement between Everett Transit and PUD for Bus Charging– Amendment #1

Partner/Supplier: Snohomish County Public Utility District (PUD)

Location: College Station

Preceding action: Original Interlocal Agreement 10/20/2021

Fund: 425 Transportation Services, Snohomish County PUD

Fiscal summary statement:

N/A – this amendment does not change the financial impact of the project. The original interlocal agreement is for a grant with the Department of Commerce with a total project cost of \$728,800 and an Everett Transit match requirement of \$35,710.

Project summary statement:

Snohomish PUD and Everett Transit have partnered to install bus charging systems for Everett Transit's electric fleet. This project is funded by a grant through the Washington State Department of Commerce. The grant is managed by PUD and the installation of the charging is managed by Everett Transit. An amendment to the existing interlocal agreement is needed to accurately reflect changes in the project due to challenges with the original location the charging equipment. Electric bus charging systems for this project will now be located at the College Station by Everett Community College.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment #1 for the Interlocal Agreement between Snohomish County PUD and the City of Everett to install charging for electric buses.

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EVERETT AND PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH
COUNTY**

This Amendment No. 1 ("Amendment") to the Interlocal Agreement ("Agreement") is made and entered into by and between Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"), and the City of Everett, a Washington State municipal corporation ("City"). The District and the City are also referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, pursuant to a grant ("Grant") from the Washington State Department of Commerce ("Department of Commerce") and the Interlocal Cooperation Act (RCW Chapter 39.34), on October 29, 2021, the District and the City entered into an Interlocal Agreement to partner on the installation of a resonant magnet induction bus charging system at Eclipse Mill Park to enable en-route charging of electric buses.

WHEREAS, the City commenced construction of the resonant magnet induction bus charging system at Eclipse Mill Park and then paused construction upon discovery of methane.

WHEREAS, upon completion of a study to determine the extent of the methane and required project changes necessary to cope with the methane in light of the substantial electrical power needed for resonant magnet induction, the City determined the project was no longer feasible at Eclipse Mill Park.

WHEREAS, the District and the City collaborated to evaluate alternate sites to meet the original intent of the project and consulted with the Department of Commerce to ensure alignment on Grant requirements and goals.

WHEREAS, the District, the City and the Department of Commerce tentatively agreed that College Station at Everett Community College was an appropriate alternative location for the installation of electric vehicle supply equipment in the form of a cabinet charger ("Electric Vehicle Supply Equipment" or "EVSE").

WHEREAS, on October 6, 2025, the District and the Washington State Department of Commerce executed an amendment to the Grant agreement to reflect the installation of EVSE at the alternate site.

NOW, THEREFORE, the District and City agree to amend the Interlocal Agreement as follows (deleted words are stricken through and added words are underlined):

1. Section 1.2 of the Interlocal Agreement is amended as follows:

1.2 Purpose of Agreement. The purpose and intent of this Agreement is to facilitate implementation of the Project. The District shall be primarily responsible for: managing the Grant and the Grant Agreement; acting as the main point of contact on the Grant with the Washington State Department of Commerce; facilitating reimbursement of Everett Transit expenses for Grant-eligible work; and evaluating load management, grid optimization and electric rate strategies regarding the Project for a period of five (5) years. The City shall be responsible for: purchasing and obtaining the EVSE ~~resonant magnet induction charging system~~; procuring EVSE installation services; coordinating installation of the EVSE ~~resonant magnet induction charging system~~; owning, maintaining and operating the

~~EVSE resonant magnet induction charging system~~ and providing the District access to the system for a period of five (5) years.

2. Section 3.2 and 3.4 of the Interlocal Agreement are amended as follows:

3.2 Right to Control the EVSE. During the duration of this Agreement and/or the five (5) year minimum useful life of the ~~EVSE resonant magnet induction charging system~~, the District shall have the right to exercise control at any time of the ~~EVSE resonant magnet induction charging system~~ and the right to ensure it is used for the Grant purposes.

3.4 Evaluation of Charging System. The District will, for a period of five (5) years from the time the charging system is first utilized by Everett Transit, evaluate load management and grid optimization strategies compatible with transit service requirements to optimize the electric grid for this and related EV charging technologies. The District will also use this Project to evaluate if current electric rate structures are compatible with en-route ~~induction~~ charging patterns, including a new Time of Day rate for which the City is a pilot participant.

3. Sections 4.1, 4.2, 4.3, 4.6, and 4.7 of the Interlocal Agreement are amended as follows:

4.1 Prior Approvals. The City shall, at its sole cost and expense but with Grant reimbursement from the District as set forth in this Agreement, obtain any and all necessary federal, state or municipal licenses, permits and/or approvals for the installation, maintenance and operation of the ~~EVSE resonant magnet induction charging system~~. The District shall cooperate and assist in obtaining all of such licenses, permits and approvals.

4.2 Equipment Purchase and Installation. The City shall, at its sole upfront cost and expense but with Grant reimbursement from the District as set forth in this Agreement, purchase the ~~EVSE resonant magnet induction charging system~~ and arrange for its installation at Eclipse Mill Park (formerly the "Riverfront park") College Station per the attached Project proposal technical specifications in Exhibit "B."

4.3 Connection to District System. The City shall, at its upfront sole cost and expense but with Grant reimbursement from the District as set forth in this Agreement, be responsible for the interconnection of the ~~EVSE resonant magnet induction charging system~~ to the District's meter and electric utility system.

4.6 Grant Reimbursement and Matching Funds. Upon request from the District, the City will provide documentation of eligible Grant expenses for Project cost reimbursement and matching fund requirements. Eligible Grant expenses must be necessary for and directly connected to the acquisition and installation of the ~~ESVE electric vehicle supply equipment (i.e., resonant magnet induction charging system)~~. Examples of Grant eligible expenses include without limitation: EVSE and construction materials; EVSE electrical connectivity; personnel costs for site design, site preparation and installation; load management; and signage. The Grant was awarded on a 10:1 grant to project match basis. The City will be responsible for 49% of the match requirement. Eligible Grant expenses will be reimbursed by Commerce to the District and then to the City as agreed upon milestones are completed per the project budget and scope as described in Exhibit "A."

4.7 Project Cost Overruns. The District received the Grant in an amount not to exceed \$728,780 in grant funds to be matched with \$72,878 in funds to be provided on a basis of 51% by the District and 49% by the City. If Project costs incurred by the City, including costs associated with construction at

the original Eclipse Mill Park site, exceed \$801,658, those excess costs will be the responsibility of the City.

4. The Grant Agreement with the Washington State Department of Commerce that is referenced as Exhibit "A" to the Interlocal Agreement has been amended in accordance with attached Commerce Contract #21-92201-012 Amendment A.
5. Substitute and incorporate attached and revised Exhibit B – Technical Specifications for the Exhibit B – Technical Specifications that was originally attached to and incorporated in the Interlocal Agreement.
6. The Amendment shall be effective upon full execution by the Parties.
7. Except as modified herein, the original Agreement remains in full force and effect.

PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

CITY OF EVERETT

By: John Haarlow
John Haarlow
CEO/General Manager
Date: 12/02/2025

By: _____
Cassie Franklin
Mayor
Date: _____

Approved as to Form:

Date: _____

Approved as to Form:

Date: _____



**ENERGY DIVISION
ENERGY PROGRAMS IN COMMUNITIES (EPIC) UNIT
CLEAN ENERGY FUND – ELECTRIFICATION OF TRANSPORTATION SYSTEMS**

1. Contractor Public Utility District No. 1 of Snohomish County 2320 California St Everett, WA 98201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated)		4. COMMERCE Representative (only if updated) Kaitlyn Sledge CEF Program Manager 360-725-5084 epicgrants@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$728,780	6. Amendment Amount \$0	7. New Contract Amount \$728,780	
8. Amendment Funding Source Federal: State: x Other: N/A:		9. Amendment Start Date September 1, 2025	10. Amendment End Date June 30, 2026
11. Federal Funds (as applicable): NA	Federal Agency: NA	ALN: NA	
12. Amendment Purpose: This amendment extends the contract by 9 months, updates the budget milestones, and updates the site address to meet the needs of a necessary site change. This site change was made due to a methane hazard discovered during the construction phase.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" – Budget Proviso Language, and Attachment "E" – Site List. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".			
FOR CONTRACTOR Signed by: John Hoffman, Chief Customer Officer 10/1/2025 8:20 AM PDT Date		FOR COMMERCE Signed by: Jennifer Grove, Assistant Director, Energy Division 10/6/2025 11:58 AM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL SIGNATURE ON FILE	

Amendment

This Contract is **amended** as follows:

ATTACHMENT A – SCOPE OF WORK**Purpose:**

Snohomish Public Utility District (PUD) will partner with Everett Transit (ET) to install an en-route inductive ~~fast cabinet~~ charging station as a demonstration project for the ET service area, and other regional transit agencies and fleets. This project supports strategic objectives of the PUD's Electric Transportation Plan, and the City of Everett's (City) Climate Action Plan.

Project goals include:

- 1) Successfully install one ~~in-ground inductive~~ **fast cabinet** electric bus charger to be in service for a minimum of five years and fully utilized by ET buses upon installation;
- 2) Extend daily electric bus utilization from a current rate of 80% to 100% to equate to diesel-bus utilization; and
- 3) Evaluate and implement load management strategies compatible with transit service requirements to optimize the electric grid for this and related EV charging technologies.

ET's next purchase of electric buses is planned for ~~2022~~ 2025 and will include ~~nine~~ fourteen buses with **cabinet and** inductive charging capability, so buses stay in service all day. This proposed project will provide en-route charging capability during bus layovers at ~~Eclipse Mill Park~~ **College Station**. On any given day two to three ~~inductive-charging electric buses~~ **would** be assigned to this route, six to seven days a week. This project will serve as a demonstration site for future en-route charging projects in ET and PUD service areas.

The project will be integrated into outreach and education associated with the City of Everett Climate Action Plan and existing PUD educational programming. PUD will partner with ET to install educational signage at the charging site. Through ET's relationship with the Imagine Children's Museum in Everett, lessons will be added on ~~induction-charging transit electrification~~ to the museum's EV curriculum.

ET's commitment to expanding its electrified bus fleet and collaborating with the PUD will increase PUD's knowledge of charging infrastructure and drive customer process improvements for both municipal and commercial fleets charging needs. This project will inform other public transit system's electrification expansion while supporting the PUD in meeting charging infrastructure needs.

Specifically, the PUD plans to gain experience from this project to understand:

- Capacity and demand impacts due to en-route fast-charging of buses compared to conventional depot charging. These impacts will be evaluated at the resource, transmission and feeder level of the system.
- Opportunities for load management; and
- If current rate structures are compatible with en-route induction charging patterns, including a new PUD Time of Day rate for which ET is a pilot participant.

The PUD plans to work with ET to deploy the following load management approaches for this project:

- Load shifting away from peak load times.
- Utilizing a Time of Day rate or other rate structure to incentivize load shifting and/or mitigate for excessive demand charges.

Major Components		
Quantity	Description	Site(s) Affected
1	In-ground inductive <u>Fast cabinet</u> electric bus	Eclipse Mill Park

	charger	College Station
--	---------	-----------------

Description of Miscellaneous Major Cost Items

In-ground inductive Fast cabinet electric bus charger consists of a transformer a Power Link tower, power block, and switch gear, charging cabinet, and charging system (pads). Civil work includes significant concrete paving work to route electrical service from an existing transformer to the charger location.

Project Siting

The project will be located at 2108 Tower Street College Station, one of Everett Transit's busiest hubs. In 2024-2025 (August to July), over 1.2 million riders were served by the four College Station routes, roughly 74% of Transit's annual ridership. Importantly College Station is at the center of the Everett Community College campus and within walking distance of the Washington State University Everett campus, serving students and faculty alike. College Station serves and provides vital connections for vulnerable and under-served communities and populations with connections to Providence Medical center, the area's largest hospital, and social service agencies such as the nearby Department of Social and Health Services. College Station also provides a major North-South service link spanning Transit's entire service corridor including as far south as Silver Lake, a regional recreation destination, Everett Mall shopping complex, and the South Everett Park and Ride, linking patrons to King County and beyond. the new Eclipse Mill Park, 3535 Riverfront Boulevard Everett, WA 98201 College Station transit stop is The site is adjacent to near a highly impacted community and sensitive waterway, the Snohomish River. 250 income-qualified housing units are planned in the adjacent this community. The Waterfront-Riverfront route serves a highly vulnerable community, with 20% of the population residing within ¼ mile of the route falling below the federal poverty level. The Riverfront site is a former landfill and the site of the historic 1984 Everett tire fire. This innovative charging system aligns with this neighborhoods' environmental and socioeconomic revitalization by powering ET's buses with clean reliable energy. The site was identified as a bus zone during the design phase of the Riverfront development project; it includes an existing bus layover adjacent to Everett Community College and WSU Everett campuses. City staff was informed of the potential for inductive fast cabinet charging and included as an option in the master plan.

Amendment

ATTACHMENT B – BUDGET

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Milestone	Milestone and Task Description	Key Deliverable(s)	Activity Period	Percent of CEF Grant	\$ Applicant Match	\$ Amount of CEF Grant
A	Project Development and Confirmation					
	Contract Agreement with Everett Transit	Executed Interlocal Agreement	Q3 '21	0.0%		\$0
	Project Plan	Overview document	Q4 '21	0.3%		\$2,500
	Procurement Plan	Report document	Q4 '21	0.3%		\$2,500
	Risk Plan	Report document	Q4 '21	0.3%		\$2,500
	Load Management Plan	Report document	Q4 '21	0.8%		\$5,500
			Activity A Subtotal	1.8%	\$8,000	\$13,000
B	Engineering Design					
	EVSE System	Procurement technical specs	Q3 '23	0.5%		\$4,000
	Electrical design	100% design submittal	Q3 '23	4.4%		\$32,250
	Project schedule	MS Project Report or similar	Q3 '23	0.6%		\$4,500
	Civil design and permitting	100% design submittal	Q3 '23	5.8%		\$42,420
			Activity B Subtotal	11.4%	\$8,000	\$83,170
C	Contracting & Procurement					
	Civil work	Copy of award letter and contract	Q4 '25	1.1%		\$8,000
	EVSE Supply and Installation	Copy of award letter and contract	Q4 '25	1.1%		\$8,000
	EVSE Signage Design & Contract	Copy of contract & design	Q4 '25	0.5%		\$4,000
			Activity C Subtotal	2.7%	\$8,000	\$20,000
D	Equipment Delivery, Installation & Construction					
	Site preparation/Civil work	Substantial completion of contract	Q1 '26	32.7%		\$238,500
	EVSE installation	System delivered and installed	Q1 '26	33.2%		\$242,000
	EVSE Signage installation	Signage delivered and installed	Q1 '26	1.7%		\$12,170
						\$259,145
						\$262,645

Amendment

E	Contingency		Activity D Subtotal	67.6%	73.3%	\$16,000	\$492,670
	Contingency	Approved Change Order	Q2 '26 Activity E Subtotal	5.7%			533,960
FE	Systems Integration & Commissioning					\$4,129	\$41,290
	EVSE commissioning	Certified SAT report	Q1 '26	2.2%			\$15,910
	Load Management technology integration	System integration report	Q1 '26 Activity E Subtotal	2.0%			\$14,576
				4.2%		\$8,000	\$30,486
GF	Analytics & Monitoring						
	Utilization data monitoring	Charger status and usage reports	Q2 '26	2.5%			\$18,000
	Maintenance Plan	Operation and Maintenance Training and Manuals	Q2 '26	2.5%			\$18,000
	Load Management data analytics	Load Management reports	Q2 '26 Activity F Subtotal	1.7%			\$12,164
				6.6%		\$24,878	\$48,164
			Budget Total	100.0%		\$72,878	\$728,780

Milestone	Project Activity and Task	Key Deliverable(s)	Deliverable Description
A	Project Development and Confirmation		
	Project Plan	Overview document	Executive summary and project plan.
	Procurement Plan	Report document	Report describing the procurement plan.
	Risk Plan	Report document	Report describing the risk management plan.
	Load Management Plan	Overview document	Documentation of load management strategy including applicable technology and methodology to be utilized, and expected data to be collected.

Amendment

B Engineering Design		
EVSE System	Procurement technical specs	Final equipment technical specifications for procurement of EVSE supplies and installation services.
Electrical design	100% design submittal	Letter of Confirmation to (sub)contractor that design efforts are complete or sufficient for issuing "For Construction" drawing package.
Project schedule	MS Project Report or similar	MS Project Report or similar report detailing anticipated project schedule.
Civil design and permitting	100% design submittal	Letter of Confirmation to (sub)contractor that design efforts are complete or sufficient for issuing "For Construction" drawing package.
C Contracting & Procurement		
Civil work	Copy of award letter and contract	Contract award letter, contract summary and Notice to Proceed.
EVSE Supply and Installation	Copy of award letter and contract	Contract award letter, contract summary and Notice to Proceed.
EVSE Signage Design & Contract	Copy of contract & design	Copy of proposed signage design and printing invoice and/or contract
D Equipment Delivery, Installation & Construction		
Site preparation/Civil work	Substantial completion of contract	Project construction schedule status update and Letter of Confirmation to (sub)contractor stating site preparation and civil work is "substantially complete".
EVSE installation	System delivered and installed	Project construction schedule, Bill-of-material and delivery dates with status memo.
EVSE Signage installation	Signage delivered and installed	Photos of installed signage and summary report.
Change Order	Change order management plan	COMP will include roles, authority, approval and communication plans.

Amendment

E	Contingency	-	-
-	Contingency	Approved Change Order	Grantee will submit a change order approved by themselves. The total cost from contingency and justification must be included. Change must be approved by Commerce to be eligible for funding. Upon approval, Commerce will issue payment for up to 90.9% of the cost of the change order, up to \$41,290.
F E	Systems Integration & Commissioning		
	EVSE commissioning	Certified SAT report	Letter of Confirmation to (sub)contractor EVSE System Acceptance Test complete with copy of Certified Acceptance Test.
	Load Management technology integration	System integration report	Report confirming that load management technology integration is complete.
G F	Analytics & Monitoring		
	Utilization data monitoring	Charger status and usage reports	Vendor to provide cloud based portal for data access and reporting, aggregated usage data from first six months' use submitted to Commerce.
	Maintenance Plan	Operation and Maintenance Training and Manuals	Vendor to provide training and manuals for operation and maintenance.
	Load Management data analytics	Load Management reports	Report summarizing load management impact.

ATTACHMENT E – SITE LIST

List of Sites (Attachment to the Contract)

Site #	Site Name	Site Address	City	Zip
1	Electric Bus En-Route Induction Charging Demonstration Project College Station	3535 Riverfront Boulevard 2108 Tower Street	Everett	98201

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

ChargePoint® Express Plus

A flexible DC fast charging platform that grows with you.



Express Plus Specifications

Express Plus Power Module

Express Plus Power Module Output	
Max Output Power	40 kW
Max Output Current	100 A
Power Conversion Efficiency	Up to 96%
Power Factor	0.99 at full load

Express Plus Power Module Specifications	
Power Module Dimensions	430 mm (H) x 130 mm (W) x 760 mm (L) (1 ft 5 in x 5 ft x 2 ft 6 in)
Power Module Weight	45 kg (98.5 lb)
Power Module Cooling	Liquid Cooled Technology
Harmonics	iTHD < 5% (Complies with IEEE 519)

Express Plus Power Block

Express Plus Power Block Input	
Input Rating	3-phase, 400-480Y VAC, 310-260 A 50/60 Hz (200 kW) Optional: 3-phase, 400-480Y VAC, 255-210 A 50/60 Hz (160 kW)
Wiring	L1, L2, L3, Earth
Short Circuit Current Rating	65 kA

Express Plus Power Block Output	
Max Output Power	200 kW Optional: 160 kW
Output Voltage, Charging	100 to 1000 VDC
Max Current per Output	250 A, 300 A, 350 A, 500 A
Number of Stations Served	One Power Block can serve up to 2 Power Link stations. Additional Power Blocks can be added to serve more stations or increase power output.
Max Power Modules per Power Block	5

Express Plus Power Block Specifications	
Power Block Dimensions	2191 mm (H) x 988 mm (W) x 1039 mm (L) (7 ft 3 in x 3 ft 3 in x 3 ft 5 in)
Power Block Weight	455 kg (1000 lb) without Power Modules
Power Block Enclosure Rating	Type 3R, IP56, IK10

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Express Plus Power Link 2000

Express Plus Power Link Output	
Max Output Power per Connector	Up to 500 kW, dependent on cable amperage and Power Block configuration
Output Voltage, Charging	100 to 1000 VDC
CCS1 Max Output Current	Option 1: 250 A continuous with Power Blocks Option 2: 350 A continuous with Power Blocks Option 3: 500 A continuous liquid cooled cable with Power Blocks
CCS2 Max Output Current*	Option 1: 250 A continuous with Power Blocks Option 2: 300 A continuous with Power Blocks Option 3: 500 A continuous liquid cooled cable with Power Blocks
CHAdeMO Max Output Current*	North American and Europe: 200 A continuous with Power Blocks

* Availability may vary

Express Plus Power Link Specifications	
Station Dimensions	See Diagrams below
Station Footprint	See Diagrams below
Station Weight	Approximately 209 kg (459 lb). Refer to Site Design Guide for more details.
Number of Connectors*	Up to 2 connectors per station. Simultaneous or sequential charging.
Supported Connector Types	CHAdeMO, CCS1 (SAE J1772™ Combo), CCS2 (IEC 61851-23)
Cable Length	Standard 4.5 m (15 ft) with Cable Management Kit (CMK)** Optional 7.6m (25ft) with cable management
Station Enclosure Rating	Type 3R, IP56, IK10 (Except credit card chip reader)
Locking Holster	Optional for Pedestal stations
Mounting Type	Ground, Overhead (Non-Liquid Cooled Cable Only), Wall (Non-Liquid Cooled Cable Only)

**Horizontal reach to typical vehicle charging port: 3.76 m (12 ft 4 in)

Express Plus Specifications

Functional Interfaces	
Indicators	Multicolor LEDs
LCD Display	Optional: Full color 203 mm (8 in) interactive display with full motion video, UV protection, gesture touch controls, and multi-language support
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) Tap to Charge (NFC on Apple & Android) Contactless credit card Remote: Mobile and in vehicle (If supported by vehicle) ISO 15118-2, Plug&Charge Optional: Credit card chip reader

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Connectivity Features	
Local Area Network	2.4 GHz and 5 GHz WiFi (802.11 b/g/n)
Wide Area Network	4G LTE
Supported Communication Protocols	OCPP 2.0.1
Service and Maintenance	Remote system monitoring, diagnostic, and proactive maintenance

Safety Ratings & Protocol	
Vehicle Communication	CHAdMO: JEVS G104 over CAN CCS1: SAE J1772 over PLC CCS2: IEC 61851-23, ISO 15118
Plug-Out Detection	Power terminated per JEVS G104 (CHAdMO), SAE J2931 (CCS1) and IEC 61851-23 (CCS2)
Safety Compliance	cUL and UL listed. Complies with UL 2202, UL 2231-1, UL 2231-2 CE and UKCA marked. Complies with IEC 61851-1 and IEC 61851-23 (In progress)
Surge Protection	Tested to IEC 61000-4-5, Level 5 (6 kV @ 3,000 A)
EMC Compliance	North America: FCC part 15 Class B Europe: EN55011, EN55022, and IEC61000-6-3 Class B

Generic Specifications	
Operational Altitude	< 3,000 m (9,800 ft)
Operating Temperature	-40°C to 50°C (-40°F to 122°F) with derating
Storage Temperature	-40°C to 70°C (-40°F to 158°F)
Operating Humidity	Up to 95% at 50°C (122°F) non-condensing
Metering	Eichrecht (In progress)
Buy America	Buy America (FTA & FHWA) options available upon request

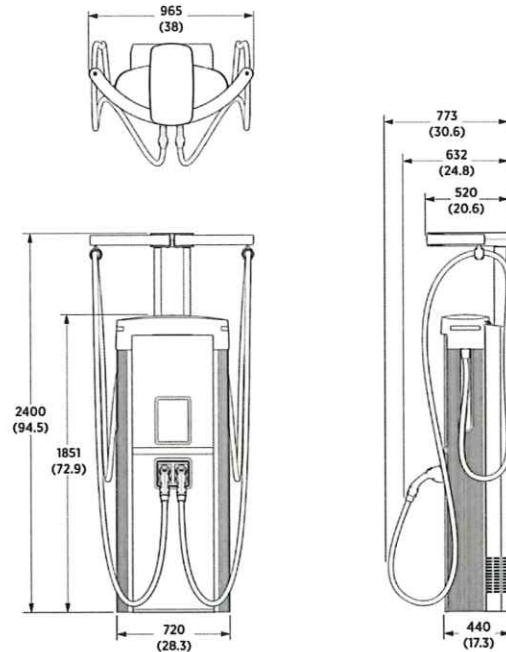
Energy Management Features	
Dynamic Power Management	Allows a fixed maximum power output per station or lets the system dynamically manage the power distribution per station
Remote Energy Management	Manage output power via the ChargePoint Admin Portal, API, and Open ADR 2.0b VEN

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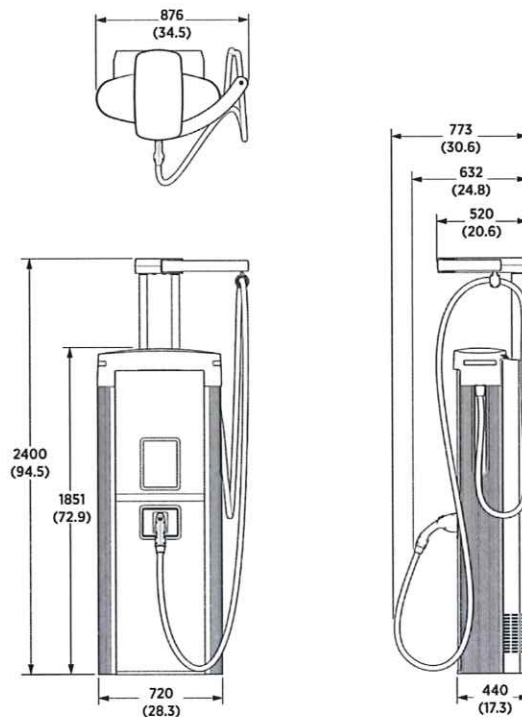
Architectural Drawings

Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents(inches).

Express Plus Power Link 2000, with liquid cooled cable, dual connectors

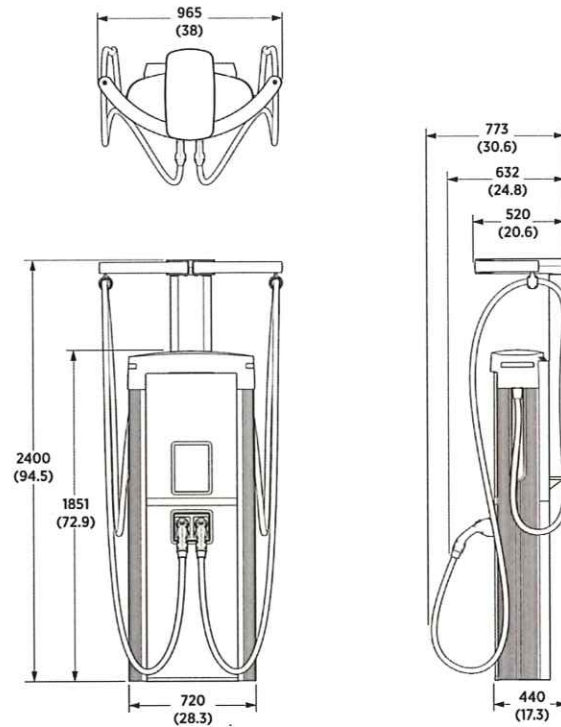


Express Plus Power Link 2000, with liquid cooled cable, single connector

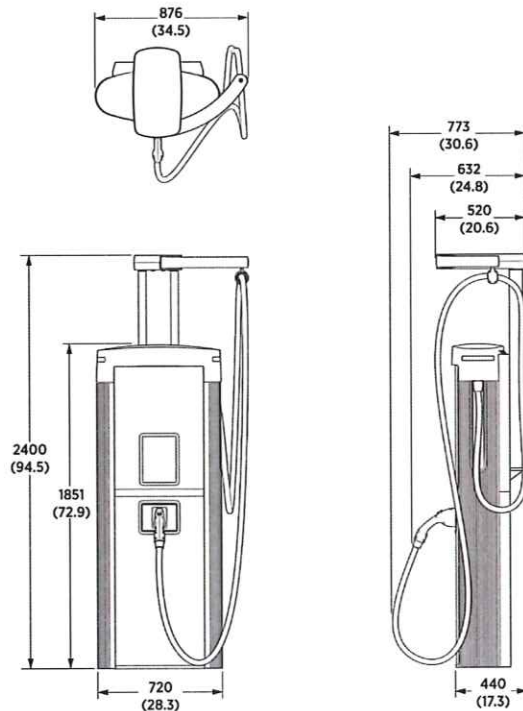


Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents(inches).

Express Plus Power Link 2000, with non-liquid cooled cables, dual connectors



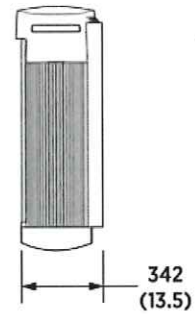
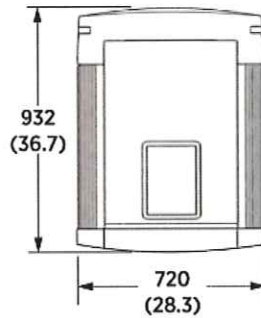
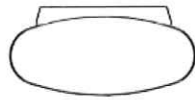
Express Plus Power Link 2000, with non-liquid cooled cables, single connector



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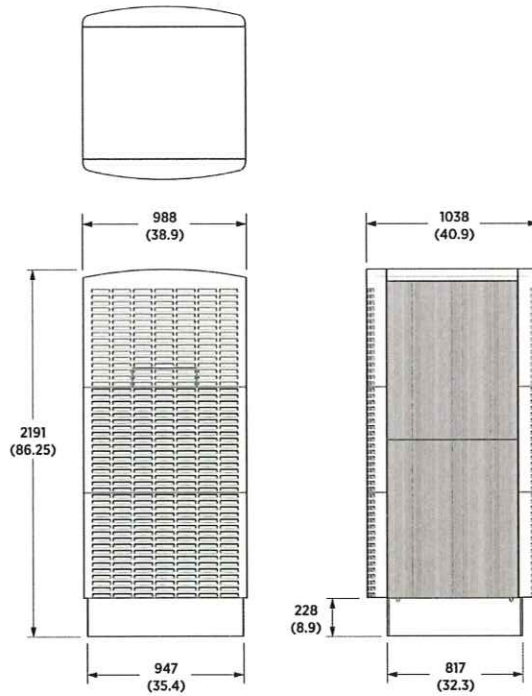
Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents(inches).

Express Plus Overhead Mounting Option

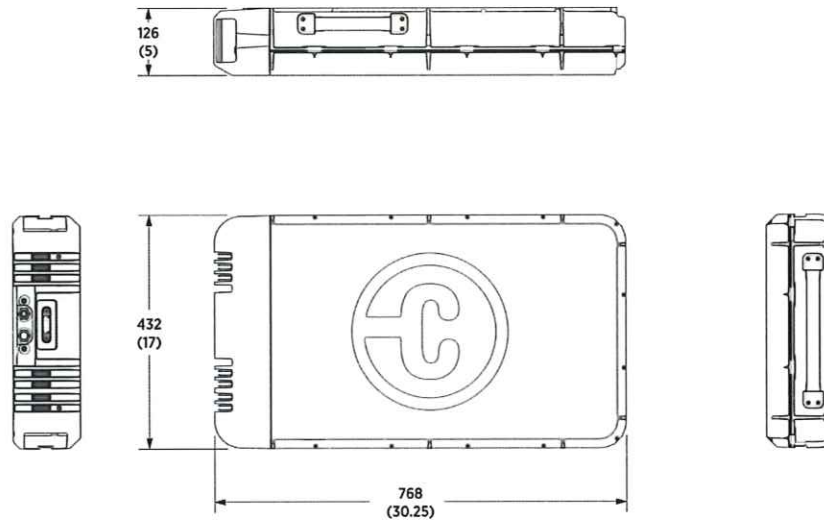


Note: Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents(inches).

Express Plus Power Block



Express Plus Power Module



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72-002845-01r2

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ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Project title: Amendment to Memorandum of Understanding with Washington State Department of Corrections

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment

Department(s) involved:

Police, Legal

Contact person:

Jeff Hendrickson

Phone number:

425-257-8550

Email:

jhendrickson@everettwa.gov

Initialed by:

DT

Department head

Administration

Council President

Project: WA DOC MOU K12798 Amendment to Extend Term

Partner/Supplier: WA State Department of Corrections

Location: n/a

Preceding action: n/a

Fund: 031/Police

Fiscal summary statement:

There is no financial obligation associated with this Amendment. Section I of the original Memorandum of Understanding (MOU) does provide for potential reimbursement of overtime costs should the Everett Police Department require the Department of Corrections (DOC) Specialists' assistance on activities unrelated to the DOC. It is anticipated that these instances would be infrequent, and the amount of reimbursement is not to exceed \$10,000 per year.

Project summary statement:

The Everett Police Department (EPD) and Washington State Department of Corrections (DOC) share the common goal of improving public safety. The existing MOU was entered to formalize and enhance collaborative efforts between EPD and DOC personnel to reduce repeat offenses by individuals under DOC supervision and reduce criminal activity in the city of Everett through combined DOC/police enforcement and/or referral of offenders to appropriate services. This amendment extends the MOU through December 31, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment 1 to the Memorandum of Understanding with the Washington State Department of Corrections extending the term through December 31, 2026.



Washington State
Department of Corrections

Contract No. K12798
Amendment No. 1

This Amendment is made between the Washington State Department of Corrections, hereinafter referred to as "DOC", and the City of Everett, hereinafter referred to as "City", for the purpose of amending the above-referenced Contract, heretofore entered into between DOC and the City.

WHEREAS the purpose of this Amendment is to extend the Contract term and adjust the payment.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, DOC and the City agree as follows:

Section H. Term, is hereby amended, in part, as follows:

This MOU shall take effect upon final signature and shall continue in effect until ((December 31, 2024)) December 31, 2026. Either Party may terminate this MOU by providing a thirty (30) days written notice to the other.

Section I. Payment, is hereby amended, in part, as follows:

The City, in consideration of the faithful performance of the services outlined in this agreement, agrees to reimburse WA DOC for the overtime costs incurred for the deployment of the WA DOC Specialist (s) assigned to their respective Specialty Teams for work on non-WA DOC related activities. For the 2022 calendar year of this agreement the amount of reimbursement shall not exceed \$10,000 The reimbursement amount for the calendar year of 2023 shall not exceed \$10,000. The reimbursement amount for each calendar year thereafter shall not exceed \$10,000.

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The parties agree the effective date of this Amendment is **January 1, 2025**.

THIS AMENDMENT, consisting of one page is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

CITY OF EVERETT

(Signature)
Cassie Franklin

(Printed Name)
Mayor

(Title)

(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.
Approval on file.

DEPARTMENT OF CORRECTIONS

(Signature)
Daryl Huntsinger

(Printed Name)
Contracts Administrator

(Title)

(Date)

Project title: Interagency Agreement with Washington Traffic Safety Commission for participation as sub-recipient in the Region 10 Target Zero Task Force traffic safety grant project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interagency Agreement

Department(s) involved:
Police, Legal

Contact person:
Jeff Hendrickson

Phone number:
425-257-8450

Email:
jhendrickson@everettwa.gov

Initialed by:

JD
Department head

Administration

Council President

Project: 2026-HVE-5732-Region 10 HVE Target Zero Task Force

Partner/Supplier: Washington Traffic Safety Commission

Location: n/a

Preceding action: Annual agreement

Fund: 031/Police General Fund

Fiscal summary statement:

This interagency agreement provides for reimbursement of officer straight time or overtime costs associated with high visibility traffic safety enforcement emphases that are conducted throughout the contract term.

Project summary statement:

The Everett Police Department works in coordination with the Washington Traffic Safety Commission and other Snohomish County law enforcement agencies to conduct high visibility traffic safety enforcement activities under the Region 10 Target Zero Task Force grant program. The program goal is to reduce traffic-related deaths and serious injuries by engaging in high visibility patrols in the areas of impaired driving, distracted driving, seatbelt safety, speeding and motorcycle safety. Execution of this interagency agreement allows the City of Everett to participate in these important safety emphases and seek reimbursement for officer straight-time or overtime costs incurred in association with these activities during the term of October 1, 2025, to September 30, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interagency Agreement with the Washington Traffic Safety Commission regarding participation as a sub-recipient in the Region 10 Target Zero Task Force traffic safety grant project.



**INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission**

AND

Everett Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Everett Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5732-Region 10 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5732-Region 10 HVE was awarded to the WTSC Region 10 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

A Decade of Increasing Traffic Fatalities

The rise in fatalities has been both sharp and persistent:

- 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
- Following this spike, fatalities stabilized between 2015 and 2019.
- In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
- The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
- Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors. Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2025).
- Distracted driving enforcement during the Distracted Driving campaign (April 2026)
- Seat belt enforcement during the Click It or Ticket campaign (May 2026).
- Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand



the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

3.1.4 Project Intent and Best Practice

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe

driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well as their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates

Holiday DUI December 16, 2025 – January 1, 2026



U Drive. U Text. U Pay. April 6 – 13, 2026

Click It or Ticket May 11 – May 31, 2026

It's a Fine Line (optional if funded) July 2026 (Dates TBD)

DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated



quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded **\$192,500.00** to the WTSC Region 10 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.



APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the



activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings

shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security

procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB- RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new



funding limitations or conditions.

25. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein

or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly



rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total

compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine



that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB- RECIPIENT is:

Sgt. Craig Davis
cdavis@everettwa.gov
425-754-6612
Financial: epdbf@everettwa.gov

The Contact for WTSC is:

Jerry Noviello
WTSC Program Manager
jnoviello@wtsc.wa.gov
360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature



CASSIE FRANKLIN

Printed Name

MAYOR

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Pamela Pannkuk

Printed Name

Deputy Director

Title

Date



City Council Agenda Item Cover Sheet

Project title: WTSC Interagency Agreement for participation as sub-recipient in the Region 10 Walker Roller Safety Grant project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interagency Agreement

Department(s) involved:
Police, Legal

Contact person:
Jeff Hendrickson

Phone number:
425-257-8550

Email:
jhendrickson@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: 2025 FG 5539-REGION 10 Walker Roller Safety Grant Year 2

Partner/Supplier: Washington Traffic Safety Commission (WTSC)

Location: NA

Preceding action: NA

Fund: 031/Police General Fund

Fiscal summary statement:

Through execution of this agreement, the Everett Police Department is eligible for reimbursement of officer overtime costs associated with grant-related emphasis patrols. There is a total of \$50,000 available to be shared by participating Region 10 agencies.

Project summary statement:

The United States Department of Transportation, National Highway Traffic Safety Administration has provided funding for law enforcement agencies in WTSC Region 10 to conduct overtime walker/roller safety education and enforcement. The goal is to positively change walker (e.g. pedestrian), roller (e.g. bicyclist) and motor vehicle driver behaviors through law enforcement patrols and public outreach/media efforts. This agreement becomes effective upon execution by both parties and is valid through September 30, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interagency Agreement with the Washington Traffic Safety Commission to participate in the 2025 FG 5539-Region 10 Walker Roller Safety Grant for federal fiscal year 2026.

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

City of Everett

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and City of Everett, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.616, for traffic safety grant project **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT**, specifically to provide funding for the law enforcement agencies in WTSC Region to conduct overtime walker/roller safety enforcement as outlined in the Statement of Work (SOW), in support of Target Zero priorities. This agreement is for year 2, federal fiscal year 2026. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** was awarded to **SNOHOMISH COUNTY** to support collaborative efforts to conduct walker/roller safety enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** during federal fiscal year 2026.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to Walker/Roller Safety Enforcement for traffic safety areas which recipient region has received funding.

GOAL: Positively change walker, roller, and motor vehicle driver behaviors through law enforcement patrols and media efforts. Engage multiple law enforcement agencies in the design, implementation of enforcement, community outreach and education activities for the project period.

STRATEGY: Prevent drivers from engaging in high-risk behaviors related to walkers and rollers by increasing drivers' perception of the risk of being stopped by a patrol officer. This perception is achieved through 1) an increase in media messages and outreach about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols, drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence and activities that reinforces the media messages they received and influences them to modify their driving behavior and 3) officers who stop drivers will use the stop to educate drivers on the importance of sharing the roadways with walkers and rollers and applicable laws violated by the driver.

OBJECTIVES: There are several requirements identified for the **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** along PUBLIC TRANSIT AREAS IN LYNNWOOD, EDMONDS, MOUNTLAKE TERRACE, EVERETT, ARLINGTON, MARYSVILLE AND UNINCORPORATED SNOHOMISH COUNTY in SNOHOMISH COUNTY. The SUB-RECIPIENT agrees to the following requirements:

1. Implement the mobilization plan developed by the local traffic safety task force. The enforcement includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations.
 - c. Public outreach strategy that targets behaviors drivers are most likely to engage in that contribute to traffic crashes.
 - d. Evaluation plan.
2. The event is data driven. This means data is used to identify locations where enforcement should occur and driver demographics with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on targeted roads.
4. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. Local outreach and public education campaigns will take place during the enforcement period.
5. Officers are encouraged to educate drivers about walker and roller laws and safety during traffic stops.
6. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when this project not being implemented.

ADDITIONAL REQUIREMENTS:

In addition, SUB-RECIPIENT agrees to all the following requirements for walker/roller safety enforcement:

1. Use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific enforcement with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Draeger machines and locations (if applicable)
3. To utilize all available media platforms it has available (website, email newsletters, social media etc...).
4. Participating officers should make as many contacts as they can during these patrols to positively influence driving behavior.

3.1. MILESTONES AND DELIVERABLES

Mobilization

Walker/Roller Safety Enforcement

Other dates could be identified by the task force.

Dates

Quarterly TBD by Target Zero Manager and partner agency.

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active

members of REGION 10 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant. Agencies may also be compensated at the straight time rate in lieu of overtime.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. Grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all parties involved, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an Allocation Adjustment form, which details the funding alterations.

Funds within the same enforcement campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.6. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has **awarded \$50,000** in **2025 FG 5339-REGION 10 WALKER ROLLER SAFETY GRANT** in federal fiscal year 2026 funds for the purpose of conducting coordinated Walker/Roller Safety Education and Enforcement activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated and pre-approved by the region's traffic safety task force and Target Zero Manager to be eligible for reimbursement. Enforcement activities include emphasis patrols near transit/focus areas. Officers will be looking for poor driver behavior in pedestrian safety focus areas, along with pedestrians not following applicable pedestrian laws. Officers will be expected to provide education on these stops along with reasonable enforcement action. Officers may be asked to conduct observation tasks in focus areas for the purposes of pre and post activity measurement. Education activities may include attending meetings and community events, handing out fliers, presenting to community groups or organizations.

The funding for **REGION 10** is as follows:

EMPHASIS PATROL

Walker/Roller Safety Enforcement	\$38,000
Walker/Roller Education	\$12,000
(Section 405, CFDA 20.616)	\$50,000 Total

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel

authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoicing for reimbursement of enforcement activities will be conducted through WTSC's grant management system, WEMS. WEMS Officer Activity logs submitted in WEMS, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM/grant project manager for review and approval. The TZM/grant project manager will submit all approved activity logs linked to the invoice to WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to September 30, 2026, **must be received by WTSC no later than November 5, 2026.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or

omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

SUB-RECIPIENT Contact	Target Zero Manager Region 10 /Walker Roller Grant Project Manager	WTSC Contact
Budget & Finance Unit Attn: Amanda Harper Everett Police Department epdbf@everettwa.gov 425-257-8538	Stacey McShane Stacey.McShane@Snoco.org 425-388-3817	Jessie Knudsen Program Manager jknudsen@wtsc.wa.gov (360) 791-9456

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF EVERETT	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
CASSIE FRANKLIN Printed Name	JESSIE KNUDSEN Printed Name
MAYOR Title	PROGRAM MANAGER Title
_____ Date	_____ Date

Project title: Authorize the Mayor to sign Amendment #3 for the Professional Services Agreement with Shiels Oblatz Johnsen Inc. (SOJ)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Service
Agreement Amendment #3

Department(s) involved:

Administration Economic
Development

Contact person:

Scott Pattison

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

SP

Department head

Administration

Council President

Project: Outdoor Event Center

Partner/Supplier: Shiels Oblatz Johnsen Inc. (SOJ)

Location: City of Everett

Preceding action: Professional Services Agreement approved [12/8/2023](#), Amendment No. 1 on [12/18/2024](#), Amendment No. 2 on [6/11/2025](#)

Fund: Fund 162

Fiscal summary statement: Proposed Amendment No. 3 does not require any additional funds; we are requesting only an extension of the current Professional Services Agreement through February 28, 2026.

Project summary statement: This amendment authorizes the continuation of services by Shiels Oblatz Johnsen Inc. (SOJ) by extending the term of the Professional Services Agreement through February 28, 2026

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Amendment No. 3 to the Professional Services Agreement with Shiels Oblatz Johnsen, Inc. to extend the current Professional Services Agreement through February 28, 2026.



**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be 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	Shiels Obletz Johnsen, Inc.
City Project Manager	Scott Pattison
	spattison@everettwa.gov
Original Agreement Date	12/6/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 2/28/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$1,102,386.00
	Compensation Added (or Subtracted) by this Amendment	\$0.00
	Maximum Compensation Amount After this Amendment	\$1,102,386.00

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
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**

SHIELS OBLETZ JOHNSEN, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Tong

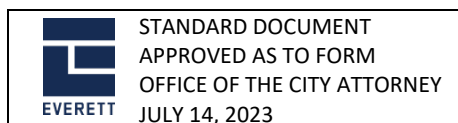
Signer's Email Address: bradt@sojsea.com

Title of Signer: Managing Partner

Date

ATTEST

Office of the City Clerk



Project title: Authorize the Mayor to sign Amendment #1 for the Professional Services Agreement with Intelligent Partnerships Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Service
Agreement Amendment #1

Department(s) involved:

Administration

Contact person:

Scott Pattison

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

SP

Department head

Administration

Council President

Project: Outdoor Event Center

Partner/Supplier: Intelligent Partnerships Inc.

Location: City of Everett

Preceding action: Professional Services Agreement approved [6/11/2025](#)

Fund: Fund 342

Fiscal summary statement: Proposed Amendment No. 1 does not require any additional funds; we are requesting only an extension of the current Professional Services Agreement through February 28, 2026.

Project summary statement: This amendment authorizes the continuation of services by Intelligent Partnerships Inc. by extending the term of the Professional Services Agreement through February 28, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Amendment No. 1 to the Professional Services Agreement with Intelligent Partnerships Inc. to extend the current Professional Services Agreement through February 28, 2026.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be 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	Intelligent Partnership Inc.
City Project Manager	Scott Pattison
	spattison@everettwa.gov
Original Agreement Date	6/11/2025

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 2/28/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$50,000.00
	Compensation Added (or Subtracted) by this Amendment	\$0.00
	Maximum Compensation Amount After this Amendment	\$50,000.00

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Amendments	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>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.</p>
	<p>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.</p>
	<p>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.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Daniel Villao

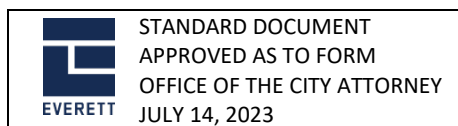
Signer's Email Address: daniel@ipartnerships.net

Title of Signer: CEO

Date

ATTEST

Office of the City Clerk



Project title: Authorize the Mayor to sign Amendment #1 for the Professional Services Agreement with Kimley Horn and Associates Inc

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Service
Agreement Amendment #1

Department(s) involved:

Administration

Contact person:

Scott Pattison

Phone number:

425-257-7111

Email:

spattison@everettwa.gov

Initialed by:

SP

Department head

Administration

Council President

Project: Outdoor Event Center

Partner/Supplier: Kimley Horn and Associates Inc

Location: City of Everett

Preceding action: Professional Services Agreement approved [06/11/2025](#)

Fund: Fund 342

Fiscal summary statement: Funding allocations for the Outdoor Event Center previously approved by city council will fund the additional \$120,000 requested within Amendment. No. 1.

Project summary statement: This amendment authorizes the continuation of services by Kimley Horn and Associates by extending the term of the Professional Services Agreement through February 28, 2026 and increases compensation by \$120,000.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Kimley Horn and Associates Inc to extend the current Professional Services Agreement through February 28, 2026 and increase the compensation amount by \$120,000.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be 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	Kimley Horn and Associates, Inc.
City Project Manager	Scott Pattison
	spattison@everettwa.gov
Original Agreement Date	6/11/2025

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 2/28/2026 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	\$200,000.00
	Compensation Added (or Subtracted) by this Amendment	\$120,000.00
	Maximum Compensation Amount After this Amendment	\$320,000.00

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Amendments	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>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.</p>
	<p>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.</p>
	<p>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.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Lincoln

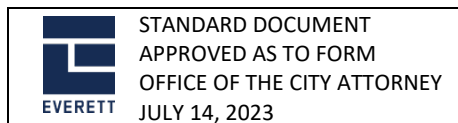
Signer's Email Address: brad.lincoln@kimley-
horn.com

Date

Title of Signer: Associate

ATTEST

Office of the City Clerk





City Council Agenda Item Cover Sheet

Project title: Authorize PSA for Enhanced Security Services

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/17/25
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

RSU PSA

Department(s) involved:

Community Development

Contact person:

Julie Willie

Phone number:

425-257-7120

Email:

jwillie@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: RSU Professional Service Agreement

Partner/Supplier: Risk Solutions Unlimited (RSU)

Location: Downtown Everett/BIA and Surrounding Area

Preceding action: n/a

Fund: 155, Opioid Settlement Funds

Fiscal summary statement:

Fund 155, Subfund 390 "Opioid Settlement Dollars" will be used for a contract in the amount of \$200,000.

Project summary statement:

In May, 2025, the City of Everett contracted with trauma-informed security services, Risk Solutions Unlimited ("RSU"), for the downtown core and surrounding area. RSU was contracted to provide off-hour and weekend support to augment efforts from the City's CARE Team and Police Department. Following positive experiences with RSU and familiarity with downtown core and surrounding area, the City wishes to contract with RSU for additional services.

Funding for the PSA will be utilized from Fund 155, Opioid Settlement Funds, and will provide services through approximately September, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute the Professional Services Agreement with Risk Solutions Unlimited.



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	Risk Solutions Unlimited LLC
	4200 Meridian Street, Suite 105 Bellingham, WA 98226
	jan@rsusecurity.com
City Project Manager	Scott Pattison
	City of Everett – Community Development 2930 Wetmore Ave., 10-C Everett, WA 98201
	SPattison@everettwa.gov
Brief Summary of Scope of Work	Unarmed driving and walking patrol security services
Completion Date	August 31, 2026
Maximum Compensation Amount	\$200,000.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Jon Hood
	425-689-5855
	team@insurancelynnwood.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>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?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“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).</p> <p>“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.</p>
Willful Wage Violation Certification	<p>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.</p>

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**

RISK SOLUTIONS UNLIMITED LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Jan Devrij-Bradley

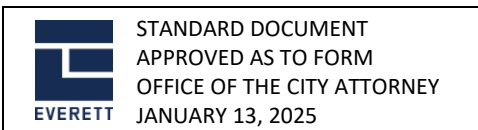
Signer's Email Address: Jan@rsusecurity.com

Title of Signer: Chief Operating Officer

Date

ATTEST

Office of the City Clerk



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/eplsearch.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)**

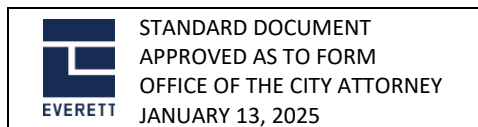


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Risk Solutions Unlimited (RSU) will provide overnight and weekend unarmed security patrols and community outreach in the downtown Everett operational area. The purpose of their presence is to mitigate some of the long-term impacts of the opioid crisis by connecting individuals who have SUD/opioid use disorder to the City of Everett's CARE team for those individuals to be connected to treatment and services. RSU will be provided appropriate educational resources to distribute to individuals, including information specific to the services provided by the CARE and EMOTE teams, and how individuals can contact these teams.

Security Responsibilities:

- Two (2) unarmed security guards will be 'on duty' at all times during the service of this contract.
- RSU staff are to be deployed to walk around downtown Everett business area and perimeter blocks surrounding the downtown area during various shifts; the general boundaries, which are subject to change through written notice by the City, are: 23rd St. to the north, Pacific St. to the south, Norton Ave. to the west, and Broadway Ave. to the east.
- Duties related to security tasks may include, but are not limited to: Patrol the grounds to detect and prevent theft, trespassing, and property damage; monitor vehicles in parking areas to prevent vandalism and theft; respond to disturbances around the boundaries and report to law enforcement if necessary; provide trained emergency assistance until EMS arrives; interact with businesses and the public; report suspicious people, activities, or situations to local law enforcement; and provide information about services to individuals who may need assistance.
- Patrol coverage/hours are: Wednesday through Sunday, 8:00PM – 4:00AM
- Hours may be adjusted due to events, problem areas, or seasonal changes. All adjustments must be made in writing.

RSU will be responsible for the following:

- Electronic submission of Activity Logs after each shift to Scott Pattison at spattison@everettwa.gov and CARE@everettwa.gov.
- When RSU encounters an individual with substance use, mental health or social service needs, they will engage and complete the CARE Referral Form.
- Electronic submission of CARE Referral Forms, when applicable, after a shift to CARE@everettwa.gov.
- When appropriate, escort individuals to local social service facilities. Examples could include: triage centers, warming or cooling centers, or the library.
- Documentation of when an individual was escorted to a social service facility and electronic submission of that information to CARE@everettwa.gov

RSU Activity Logs will contain:

- General observations/what areas were patrolled.
- Unusual or new activity.

- Repeated/unaddressed concerns.
- Anytime 911 is call for assistance or response.

CARE Referral Form submittals will contain:

- Individual(s) contacted name and DOB (if willing to provide it).
- Contact information for the Individual (s) (cell number, e-mail, FB, etc.).
- Time and location of contact.

RSU is expected to engage with individuals through a trauma informed lens, creating a balanced approach between compassion and accountability. Goals of engagement include, but are not limited to:

- Educate community members encountered with community resources.
- Inform and educate individuals on City codes and policies and potential repercussions of violating these.
- RSU is expected to carry Narcan and administer if needed. 911 must be called anytime this occurs.
- Seasonally, RSU will be given the information needed to share about cold weather shelters, cooling and warming centers, etc.

Additional responsibilities:

- Attend monthly meetings with the CARE team to discuss and brainstorm case information and ongoing issues they are encountering during patrols.

Regulatory requirements: The Supplier and its applicable employees must adhere to the following statutes and regulations.

- Possess and maintain a private security company license as described in RCW 18.170.060 and meet all requirements of RCW 18.170.
- Possess and maintain a private security guard license and meet all requirements of RCW 18.170.
- Receive training that meets or exceeds the requirements of WAC 308-18-300 and WAC 308-18-305.
- Comply with RCW 49.12 and WAC 296-126-092 regarding meal and rest periods. If a guard cannot leave their duty station, breaks and meals must be paid time.

Employees and Conduct: All Security Guards assigned to this contract must:

- Be able to read, write, and converse proficiently in the English language.
- Maintain professional behavior, attitude, and demeanor. Security guards must treat community members respectfully.
- Identify and appropriately report potential criminal behavior to 911 or the City, as needed. As long as the guards' physical safety is not threatened, security guards will engage individuals to deter low-level negative behavior, such as unsanctioned graffiti painting, littering, car prowls, illegal parking, and trespassing. The Everett Police liaison

will coordinate with the awarded contractor to determine the activities guards must report.

- Be capable of utilizing a computer or cell phone to fill out reports to provide to the City. Reports would include information such as the number of reports to police, the number of reports of other potential neighborhood incidents or conditions, or any information requested by the City.
- Have a general understanding of the Washington State Penal Law as well as rules and regulations concerning parking, unsheltered individuals, street obstructions, and traffic conditions and how they apply to the area. Additionally, the supplier and security guards may be required to sign confidentiality statements.
- Provide distinctive and appropriate uniforms that are neat and clean in appearance. The uniform must identify the name of their employer and provide a form of identification, such as a name tag that is visible at all times.
- Provide a designated primary and secondary Contract Administrator who are familiar with the requirements of the contract and can respond to questions and complaints within 24 hours.
- Cell phones and other necessary equipment to perform necessary tasks related to the service being performed.
- At the city's request, the Supplier must provide the results of background checks conducted on the City's assigned security guards.
- Supplier must ensure that its staff does not use or disclose any information concerning a client or customer that was obtained while providing service under this Contract.

Compensation: In addition to “General Provisions, Item 4” and “Exhibit B Compensation Rates” listed, the following additional conditions shall apply.

- It is understood that two (2) guards will be on duty at any point in time for services under this contract. Should additional staff be needed, Service Provider shall notify City staff in writing of additional staffing needs prior to start of work.
- Taxes and additional fees are not included in the rates of this contract. The tax rate for services within Everett shall reflect the most recent tax rate established at the time of invoicing. Additional fees outside of taxes and direct service delivery rates shall be notified to City staff in writing prior to the start of work and invoicing.
- Upon receipt complete and acceptable invoices, City staff shall have thirty (30) days to deliver payment.

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
TBD	Unarmed Security Guard: Weekday	\$55.00/hr/guard
TBD	Unarmed Security Guard: Weekend	\$65.00/hr/guard
TBD	Unarmed Sec. Guard: Holiday Weekday	\$82.50/hr/guard
TBD	Unarmed Sec. Guard: Holiday Weekend	\$97.50/hr/guard
TBD	Analytics/Reporting	\$120.00/hr
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.

Project title: An Ordinance creating a Special Improvement Project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136, to accumulate all costs for the improvement.

Council Bill #

CB 2512-88

Agenda dates requested:

1st Reading 12/17/25
 Proposed action 01/07/26
 Consent
 Action 01/14/26
 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: Pedestrian Safety RRFB – Everett Ave & 79th PI SE

Partner/Supplier: Transportation Improvement Board (TIB)

Location: Everett Ave, 79th PI SE

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Complete Streets grant totaling \$874,358 from the Transportation Improvements Board (TIB) for the project. A 20% local match (\$218,859) is required.

This ordinance will provide funding authorization for the design and construction phases of the project. The programmed available funding for the project is \$1,250,000 as follows:

Complete Streets Grant	\$ 874,358
Fund 119 – Street Improvements	<u>375,642</u>
Total Funds	\$1,250,000

Project summary statement:

The project will include the design and installation of new Rectangular Rapid-Flashing Beacons (RRFBs), high visibility crosswalks, and ADA curb ramp retrofits at three locations, including:

1. Everett Avenue at Rainier
2. Everett Avenue at Baker
3. Mid-block on 79th PI SE at Evergreen Middle School

The project will improve pedestrian crossing safety at locations where there have been fatalities or are adjacent to schools with newly construction high occupancy apartments. Construction is scheduled for 2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136 to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned pedestrian safety program.
- B.** The City of Everett has identified the need and obtained funds to construct new pedestrian facilities at Everett Avenue and 79th Place SE.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 136, entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under 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 4. The sum of \$1,250,000 is hereby appropriated to Fund 303, Program 136, “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” as follows:

A.	Estimated Design & Construction Costs	\$1,250,000
B.	Source of Funds	
	Complete Streets Grant	\$ 874 358
	Fund 119 – Street Improvements	<u>375,642</u>
	Total Funds	\$1,250,000

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to Accumulate All Costs for the Project

Council Bill #

CB 2512-89

Agenda dates requested:

Briefing

Proposed action 12/17/25

Proposed action 01/07/26

Consent

Action 01/14/26

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Parks and Facilities

Community Development

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Walter E. Hall Park Community Connections Path

Partner/Supplier: Forma Construction

Location: 1226 W Casino Rd

Preceding action: Funding Ordinance [4116-25](#)

Fund: Fund 354 – Program 094 (CIP-3)

Fiscal summary statement:

On March 20, 2024, City Council adopted an ordinance to fund design and construction services for the Walter E. Hall Park Community Connections Path in the amount of \$350,000. That ordinance was amended by Ordinance 4116-25. However, Ordinance 4116-25 contained an incorrect appropriation amount. The purpose of this ordinance is to correct the error. The primary source of funds for the project is the Community Development Block Grant which was increased by an additional \$50,000. The project is also supported by Fund 145 – Street and Alley Vacation Funds in the amount of \$78,000 and by a private grant from the AARP Community Challenge program in the amount of \$15,000. The estimated total cost of the project, including design and construction, is \$573,000.

Project summary statement:

The City of Everett will improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path between the park and 90th St. SW. An architectural & engineering services provider will be contracted to provide design, engineering, permitting, and construction documents for the project.

Approximately 1860 LF of ADA accessible paved pathway will link the right-of-way of 90th Street SW to existing amenities within Walter E. Hall Park. This path reduces the walking distance into Walter E. Hall Park for residents of the Westmont and Holly neighborhoods to the east of the park. The project will also install a raised crosswalk where the path crosses the Walter E. Hall Park driveway, improving pedestrian safety within the park.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 4010-24 entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance 4010-24 entitled, “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094, as previously amended, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes the need to improve neighborhood walkability and encourage non-motorized forms of transportation.
- D.** The City Council recognizes Ordinance 4010-24 was established as Fund 354, Program 094 entitled “Walter E. Hall Park Community Connections Path” to accumulate all costs for the project.
- E.** Ordinance 4010-24 was amended by Ordinance 4116-25. However, Ordinance 4116-25 contained an incorrect appropriation amount. The purpose of this ordinance is to fix the error.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4010-24, as amended by Ordinance 4116-25, which reads as follows:

The sum of \$523,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” as follows:

A. Use of Funds	
Design	\$ 89,496
Construction Costs	<u>\$433,504</u>
Total	\$523,000
B. Source of Funds	
Community Development Block Grant	\$430,000
Fund 145 – Street and Alley Vacation Funds	\$ 78,000
AARP Community Challenge Grant	<u>\$ 15,000</u>
Total	\$523,000

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

Be and the same is hereby amended to read as follows:

The sum of \$573,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” as follows:

A. Use of Funds	
Design	\$ 89,496
Construction Costs	<u>\$483,504</u>
Total	\$573,000
B. Source of Funds	
Community Development Block Grant	\$480,000
Fund 145 – Street and Alley Vacation Funds	\$ 78,000
AARP Community Challenge Grant	<u>\$ 15,000</u>
Total	\$573,000

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

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

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

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

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

Section 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance



is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Adopt an Ordinance creating a Special Improvement Project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.

Council Bill #

CB 2512-90

Agenda dates requested:

1st Reading 12/17/25
Proposed action 01/07/26
Consent
Action 01/24/26
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: I-5/US-2 Interim Ramp Improvements

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: Interchange at Interstate 5 and US Highway 2

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Move Ahead Washington (MAWA) – Capital Projects Program grant, supported through the Washington’s Climate Commitment Act, totaling \$10,000,000.

This ordinance will provide funding authorization for the design and construction phases of the project. The programmed available funding for the project is \$10,500,000 as follows:

MAWA Grant	\$10,000,000
Fund 119 – Street Improvements	<u>500,000</u>
Total Funds	\$10,500,000

Project summary statement:

This project will alleviate traffic congestion by re-channelizing two ramps at the interchange of I-5 and US-2 by converting existing single-lane ramps into two-lane ramps. Work includes the conversion of northbound to eastbound and westbound to southbound, all occurring within existing WSDOT road prisms.

Design is scheduled to begin in 2026 with anticipated construction in 2027.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned transportation infrastructure improvement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct improvements to the interchange at Interstate 5 and US Highway 2.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 135, entitled “I-5/US-2 Interim Ramp Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under 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 4. The sum of \$10,500,000 is hereby appropriated to Fund 303, Program 135, “I-5/US-2 Interim Ramp Improvements” as follows:

A.	Estimated Design & Construction Costs	\$10,500,000
B.	Source of Funds	
	MAWA Grant	\$10,000,000
	Fund 119 – Street Improvements	<u>500,000</u>
	Total Funds	\$10,500,000

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An ordinance relating to closing a Special Improvement Project entitled "Everett Smelter Drainage" Fund 336, Program 028, amending Ordinance No. 4057-24.

Council Bill # *interoffice use*

CB 2511-82

Agenda dates requested:

Briefing

Proposed action 12/3/25

Proposed action 12/10/25

Consent

Action 12/17/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

JM FOR RLS

Department head

Administration

Council President

Project: Everett Smelter Drainage

Partner/Supplier: WA State Department of Ecology

Location: Riverside Road

Preceding action: [Ordinance No. 4057-24, approved on 12/11/24](#)

Fund: 336 – Water and Sewer System Improvements

Fiscal summary statement:

Ordinance No. 4057-24 listed the final expenses and revenues for the project as follows:

Expense	
Labor, Design, and Construction	\$1,389,139
Remaining Balance Transfer to Fund 401	<u>269,492</u>
Total Expenses	\$1,658,631

Source of Funds	
WA State Department of Ecology	\$1,388,631
Fund 401 – Water/Sewer Utility Fund	<u>270,000</u>
Total Funds	\$ 1,658,631

The ordinance incorrectly listed the balance transfer to Fund 401 as \$269,492 instead of \$317,246 due to labor costs being paid out of Fund 401 instead of 336. This amending ordinance makes the necessary correction to the balance transfer amount.

Project summary statement:

The Department of Ecology's Asarco Smelter Cleanup site is located in the Riverside area of the City. To prevent the intrusion of contaminated ground water into City and privately-owned drainage pipes, which would then flow directly into the Snohomish River, this project completed a repair and lined the existing drainage pipes using Cured-In-Place Pipe (CIPP).

Recommendation (exact action requested of Council):

Amending an Ordinance relating to closing a Special Improvement Project entitled "Everett Smelter Drainage" Fund 336, Program 028, amending Ordinance No. 4057-24.



ORDINANCE NO. _____

An ORDINANCE relating to closing a special improvement project entitled “Everett Smelter Drainage” Fund 336, Program 028, amending Ordinance No. 4057-24.

WHEREAS,

- A.** The special improvement project entitled “Everett Smelter Drainage” Fund 336, Program 028, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.
- C.** The budget transfer established by Ordinance No. 4057-24 needs to be amended to correct a clerical error due to labor classifications.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 2 of Ordinance 4057-24 which reads as follows:

The final expenses and revenues for the “Everett Smelter Drainage” Fund 336, Program 028 are as follows:

A. Expense

Labor, Design, and Construction	\$1,389,139
Remaining Balance Transfer to Fund 401	<u>269,492</u>
Total Expenses	\$1,658,631

B. Source of Funds

WA State Department of Ecology	\$1,388,631
Fund 401 – Water/Sewer Utility Fund	<u>270,000</u>
Total Funds	\$ 1,658,631

is hereby repealed.

Section 2. Section 2 of Ordinance 4057-24 is as amended as follows with strikeouts deleted and underlining added:

A. Expense

Labor , Design and Construction	<u>\$1,341,385</u> \$1,389,139
Remaining Balance Transfer to Fund 401	<u>317,246</u> 269,492
Total Expenses	\$1,658,631

B. Source of Funds

WA State Department of Ecology	\$1,388,631
Fund 401 – Water/Sewer Utility Fund	<u>270,000</u>
Total Funds	\$ 1,658,631

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

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

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

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

Cassie Franklin, Mayor

ATTEST:



ORDINANCE

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title:

An Ordinance closing a Special Improvement Project entitled "WFP Air Scour Blower Building Replacement" Fund 336, Program 034, as established by Ordinance No. 4039-24.

Council Bill # *interoffice use*

CB 2511-83

Agenda dates requested:

Proposed action 12/03/25

Proposed action 12/10/25

Consent

Action 12/17/25

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

RSass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: WFP Air Scour Blower Building Replacement

Partner/Supplier:

Location: Water Filtration Plant

Preceding action: [Ordinance No. 4039-24, approved 8/14/24](#)

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance No. 4039-24 appropriated \$1,350,000 in funds to Fund 336, Program 034 for the improvements.

The design and construction phases of this project were completed at a cost of \$1,170,195.

Project summary statement:

This project included the demolition and replacement of an existing 250 square-foot building located on the south end of the filter building. A new structure was constructed adjacent to the existing building, which will house two air scour blowers and associated electrical and control components.

The air scour blower system agitates water filtration media during the filter backwash process and is a critical component of the filtration system.

The project has been completed, all necessary replacements and upgrades have been installed.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "WFP Air Scour Blower Building Replacement" Fund 336, Program 034, as established by Ordinance No. 4039-24.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, as established by Ordinance No. 4039-24.

WHEREAS,

- A.** The special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “WFP Air Scour Blower Building Replacement” Fund 336, Program 034, as established by Ordinance No. 4039-24 be closed.

Section 2. That the final expenses and revenues for the “WFP Air Scour Blower Building Replacement” Fund 336, Program 034 are as follows:

A. Expense

Design and Construction	<u>\$1,170,195</u>
Total Expenses	\$1,170,195

B. Source of Funds

Fund 401 – Water/Sewer Utility Fund	<u>\$1,170,195</u>
Total Funds	\$1,170,195

Section 3. There are no financial transactions remaining.

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: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance closing a Special Improvement Project entitled "Citywide Bicycle Wayfinding" Fund 303, Program 126, as established by Ordinance No. 3865-22.

Council Bill # *interoffice use*

CB 2511-84

Agenda dates requested:

Briefing
Proposed action 12/03/25
Proposed action 12/10/25
Consent
Action 12/17/25
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

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: Citywide Bicycle Wayfinding

Partner/Supplier: Washington State Department of Transportation (WSDOT)

Location: Citywide

Preceding action: [Ordinance No. 3865-22, approved on 3/9/22](#)

Fund: 303 – Public Works Improvement Projects

Fiscal summary statement:

Ordinance No. 3865-22 appropriated \$473,090 to Fund 303, Program 126 for this project, which the source of funds included \$373,090 in state grants, and \$100,000 in local funds.

Only \$338,059 in grant funds were received for this project, resulting in total revenues of only \$438,059 for the project.

The design and construction of the project was completed at a cost of \$423,617, and balance transfer to Fund 119 – Street Improvements Fund in the amount of \$14,442. Total expenses for the project inclusive of the transfer out is \$438,059.

Project summary statement:

This project completed the installation of wayfinding signs and pavement markings for bicyclists at multiple locations around the City to facilitate the safe travel of bicyclists and pedestrians.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled "Citywide Bicycle Wayfinding" Fund 303, Program 126, as established by Ordinance No. 3865-22.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Citywide Bicycle Wayfinding” Fund 303, Program 126, as established by Ordinance No. 3865-22.

WHEREAS,

- A.** The special improvement project entitled “Citywide Bicycle Wayfinding” Fund 303, Program 126, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Citywide Bicycle Wayfinding” Fund 303, Program 126, as established by Ordinance No. 3865-22 be closed.

Section 2. The final expenses and revenues for the “Citywide Bicycle Wayfinding” Fund 303, Program 126 are as follows:

A. Expense

Design & Construction	\$423,617
Remaining Balance Transfer to Fund 119	<u>14,442</u>
Total Expenses	\$438,059

B. Source of Funds

State Grant - PBST	\$338,059
Fund 119 – Street Improvements	<u>100,000</u>
Total Funds	\$438,059

Section 3. There are no financial transactions remaining.

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: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Creating a Special Improvement Project Entitled "Garfield Park Playground Renovation", Fund 354, Program 109, to Accumulate all Costs for the Project

Council Bill #

CB 2512-86

Agenda dates requested:

Briefing

Proposed Action 12/10/25

Proposed Action 12/10/25

Consent

Action 12/17/25

Ordinance ☒

Public hearing

Yes ☒ No ☐

Budget amendment:

Yes ☐ No ☒

PowerPoint presentation:

Yes ☐ No ☒

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Garfield Park Playground Renovation

Partner/Supplier: KCDA Contract 22-315 Vendor TBD

Location: 2300 Walnut Street

Preceding action: None

Fund: 354, Program 109 (CIP 3)

Fiscal summary statement:

The proposed Funding Ordinance will fund the full replacement of the existing play equipment and surfacing material at an estimated cost of \$940,000. Equipment procurement and installation will be through King County Directors Association (KCDA) Cooperative.

Project summary statement:

This project will renovate the playground area at Garfield Park. The playground is 19 years old and exceeds the City of Everett Park's life-cycle standard of 15 years. Replacement of the existing equipment will update the playground to current industry standards and add options for accessible play.

The anticipated start of construction is Fall 2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Garfield Park Playground Renovation", Fund 354, Program 109, to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special improvement project entitled Garfield Park Playground Renovation, Fund 354, Program 109, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City playground amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors opportunities for active recreation and children's play area.
- C.** The City recognizes that the age of the playground equipment at Garfield Park has exceeded the City's life-cycle standard and that the playground equipment and playground surfacing should be removed and replaced.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled Garfield Park Playground Renovation, Fund 354, Program 109.

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

Section 3. The estimated cost for the renovation of the playground is \$940,000.

Section 4. The sum of \$940,000 is hereby appropriated to Fund 354, Program 109, Garfield Park Playground Renovation.

A. Use of Funds		
Playground Renovation		<u>\$940,000</u>
Total		\$940,000
B. Source of Funds		
CIP 3		<u>\$940,000</u>
Total		\$940,000

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

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





City Council Agenda Item Cover Sheet

Project title: Ordinance to amend fines for late utility payments.

Council Bill # *interoffice use*

CB 2512-87

Agenda dates requested:

Briefing: 12/10/25

Proposed action: 12/10/25

Consent

Action: 12/17/25

Ordinance: ☒ X

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Ordinance

Department(s) involved:

Utilities

Contact person:

Councilmember Fosse

Ramsey Ramerman

Phone number:

425-257-8781

425-257-7009

Email:

Mfosse@everettwa.gov

Rramerman@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Ordinance to amend fines for late utility payments

Partner/Supplier: NA

Location:

Preceding action: Na

Fund: Na

Fiscal summary statement:

- The proposed changes would delay the receipt of payment for up to 9 days based current practice (although the ordinance states that payments are due in 15 days, current practice is to allow for 21 days). It would also delay implementation of penalties, but because penalties are intended to be imposed for cost recovery, any financial impact should be negligible.

Project summary statement:

This proposed ordinance would extend the due date for water bills from 15 days to 30 days and extend the date that water should be shut off for delinquent accounts from 15 days to 60 days. A draft ordinance will be circulated on Monday, December 8, 2025

Recommendation (exact action requested of Council):

This proposal is being prepared at the request of Councilmembers Fosse and Rhyne.

Adopt an Ordinance relating to due dates for utility billing, amending EMC 14.04.160, 14.16.650, 14.16.660 and 14.16.700.

ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. The City ordinances currently allow customers 15 days to pay monthly bills and authorizes utilities to shut off water services immediately after any account becomes delinquent.
- B. The City finds that these short deadlines may result in hardships on customers and therefore the City intends to extend the time for payment and further extend the time when delinquent accounts can be shut off.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.160 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.04.160. Billings.

All bills for sewage disposal service shall be rendered monthly and shall become due and payable at the office of the city treasurer on or before the twenty-eighth ~~twentieth~~ day after date shown on monthly billing and shall become delinquent thereafter.

Section 2. EMC 14.16.650 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twenty-eighth ~~fifteenth~~ day after the date shown on the monthly statement, and, if not paid within such time, shall be considered delinquent.

Section 3. EMC 14.16.660 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.660. Service shut-off and penalty for delinquent charges.

If payment for water charges shall become delinquent, and remains delinquent for 30 days, water service may be ~~immediately~~ shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 4. EMC 14.16.700 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises which shall have become delinquent and remains delinquent for 30 days in the payment of charges for sewer service

provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. 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: _____

Project title: Everett Historic Register Addition Residence at 1702 Rucker Avenue

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 12/17/25
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

1. Resolution
2. Staff Memo
3. Nomination

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Resolution to add residence at 1702 Rucker Avenue to Everett Historic Register

Applicants: Brendan and Crystal Woodward

Location: 1702 Rucker Avenue

Preceding action: Historical Commission public hearing and recommendation to approve

Fund: N/A

Fiscal summary statement:

None

Project summary statement:

Consideration of a recommendation from the Everett Historical Commission to add a residence at 1702 Rucker Avenue to the [Everett Register of Historic Places](#). The [Historical Commission](#) recommends approval of the nomination for the main residence only. The Historical Commission considered the attached garage on the northwest side of the structure to be a noncontributing, structurally independent, outbuilding that is not included in their recommendation.

EMC [19.28.130 to .150](#) provide procedures and criteria for placement on, and effects of, listing on the Everett Register.

Recommendation (exact action requested of Council):

Approve a Resolution adding the residence at 1702 Rucker Avenue to the Everett Register of Historic Places.



RESOLUTION NO. _____

A RESOLUTION placing the residence at 1702 Rucker Avenue on the Everett Register of Historic Places.

WHEREAS,

1. [EMC 2.96.040.C](#) states the Everett historical commission shall review nominations to the Everett register of historic places according to adopted review criteria and standards; and
2. [EMC 19.28.130.B.4](#) states the Everett historical commission shall consider the merits of the nomination at a public hearing. If the commission finds that the nominated property is eligible for the Everett register of historic places, the commission shall make recommendations to city council that the property be listed in the register; and
3. [EMC 19.28.130.A](#) identifies criteria by which a building would be considered eligible for the Everett Register of Historic Places; and
4. The owners of the single-family residence at 1702 Rucker Avenue have requested that their home be placed on the Everett Register of Historic Places; and
5. The Everett Historical Commission reviewed the request, held a public hearing on October 28, 2025, and determined that the structure, built in 1906, is at least 50 years old and eligible to be added to the Everett Register of Historic Places; and
6. The structure at 1702 Rucker Avenue was built in 1906, and it's first known resident was Almon D. Lucas, a partner in the real estate firm Pearse & Lucas; and
7. The structure at 1702 Rucker Avenue is a large Craftsman-influenced American Foursquare with distinctive architectural characteristics. The residence represents Everett's early twentieth-century residential expansion; and
8. The building meets the designation criteria for inclusion on the Everett Register of Historic Places.

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

The residence located at 1702 Rucker Avenue, shall be added to the Everett Register of Historic Places.

Council Member introducing Resolution

Passed and approved this ____ day of _____, 2025.

Council President



CITY OF EVERETT

Community, Planning & Economic Development Department Planning Division

TO: Historical Commission
FROM: Alex Byrd, Planner
DATE: October 22, 2025
SUBJECT: 1702 Rucker Ave Everett Register Nomination

An action item on the Historical Commission agenda for October 28, 2025, is to consider an Everett Register nomination for the single-family residence at 1702 Rucker Ave. This nomination was submitted by the current property owners, Brendan and Crystal Woodward. The building is located on the southwest corner of Rucker Avenue and 17th Street. The building was constructed in 1906, and it's first known resident was Almon D. Lucas, a partner in the real estate firm Pearse & Lucas. The dwelling is a large Craftsman-influenced American Foursquare consisting of a near-square mass under a broad hipped roof, a central dormer, and wide, covered, front porch facing Rucker Avenue. The applicant states in the Everett Register Nomination Form (**Exhibit 1**): "The character-defining features that convey the property's historic appearance include its deep roof overhang with intact wood eave work (soffits and fascia), the generous front porch with simple square posts, regular window openings, and high-ceilinged rooms that admit abundant light. Interior finishes—hardwood floors with built-ins—reinforce the period character. Together, these elements express the straightforward craftsmanship and proportions typical of Everett's early Craftsman/Foursquare houses." In addition to its distinctive architectural characteristics, the dwelling represents Everett's early twentieth-century residential expansion. The Nomination Form further details the history, architectural features, and significance of the building and why it is appropriate for placement on the Everett Register of Historic Places.

[EMC 19.28.130](#) outlines the criteria for placement on the Everett Register. Any building, structure, site, object or district may be designated for inclusion on the Everett Register if it is significantly associated with the history, architecture, archaeology, engineering or cultural heritage of the community; if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and it falls in at least one of the following categories:

1. Embodies the distinctive architectural characteristics of a type, period, style or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
2. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
3. Is an outstanding work of a designer, builder or architect who has made a substantial contribution to the art;
4. Exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;
6. Has yielded or may be likely to yield important archaeological information;
7. Is a building or structure removed from its original location, but is significant primarily for architectural value, or is the only surviving structure associated with an historic person or event;



2930 Wetmore Ave, Ste 8-A
Everett, WA 98201



425.257.8731
425.257.8742 fax



planning@everettwa.gov
everettwa.gov

8. Is a cemetery which derives its primary significant from age, from distinctive design features, or from association with historic events or cultural patterns;
9. Is a reconstructed building constructed in an historically accurate manner on the original site;
10. Is a creative and unique example of old architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

EMC 19.28.130.B, requires the Everett Historical Commission to consider the merits of the nomination at a public hearing. If the commission finds the nominated property is eligible for the Everett Register of Historic Places, the commission shall make a recommendation to city council that the property be listed in the register.

EXHIBITS

1. Everett Register Nomination Form

EVERETT REGISTER OF HISTORIC PLACES
NOMINATION FORM

A) Identification

Property Name:
Historic 1702 Rucker Ave
Common 1702 Rucker Ave
Year Built 1906

B) Location

Street Address 1702 Rucker Ave, Everett, WA 98201
Tax Parcel Number 0043803440300
Plat Name EVERETT DIV L Block 344 D-00 Lot 30 THRU 32

C) Classification

Building Residential District Rucker/Grand Historic Site

D) Owner of Property

Present Owner Brendan & Crystal Woodward Present Use Residential
Address 1702 Rucker Ave, Everett, WA 98201
Original Owner A.D. Lucas Original Use Residential
Architect Builder B.H. Bishop

E) Property Description

Describe the nominated property, first with an overall written sketch of the building and its site, then a discussion the features that create the historical appearance of the property. These features may include setting, design, style, special details and craftsmanship and interior finishing. If possible, describe any changes that have occurred over time and how these changes have affected the historical character of the building.

F) Statement of Significance

Discuss how the property is significant to or aids in the understanding of Everett history.

G) Documentation

Xerox and attach any information that illustrates and supports the property's history and significance. This can include newspaper articles, oral history, historic photos, maps and directory entries.

H) Photographs

Attach good photographs which clearly show the nominated property. Provide close-up photographs of particularly important details. If there have been recent renovations, please provide "before" and "after" photographs.

Nomination submitted by: Jesse Davis Date: 09.24.2025

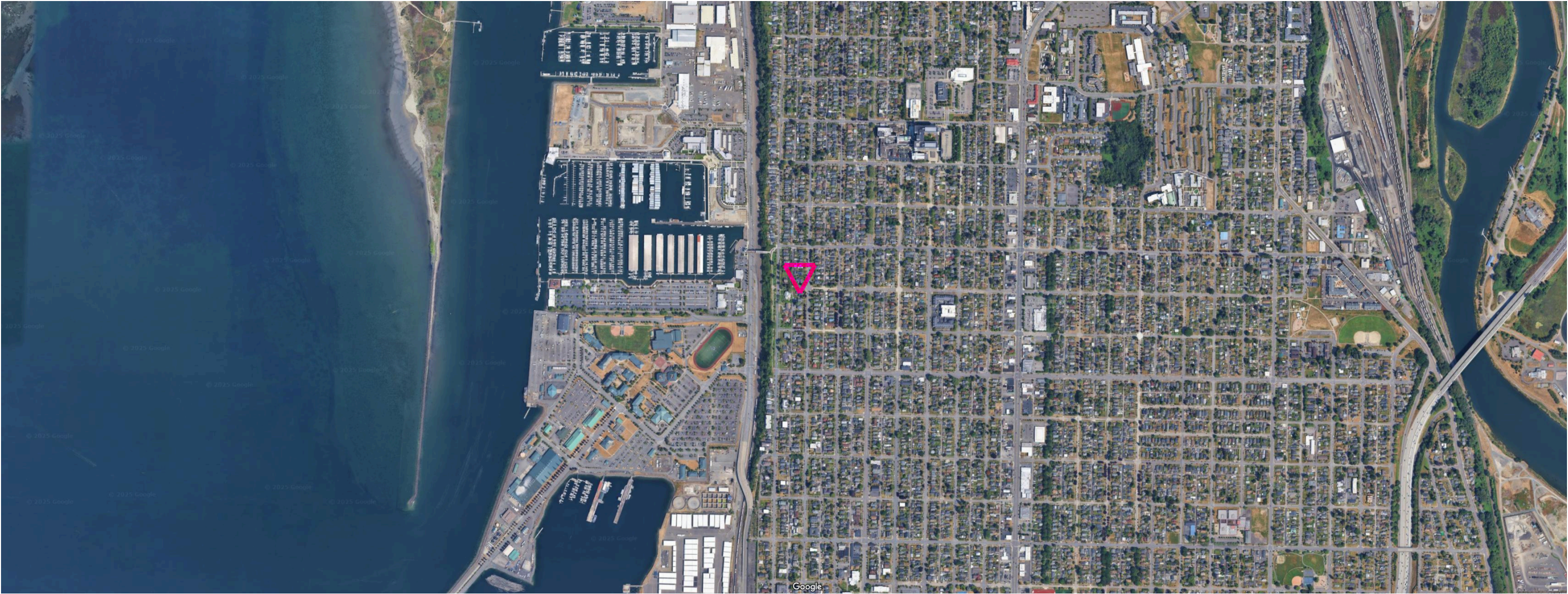
1702 RUCKER AVE

NOMINATION FOR HISTORIC REGISTRATION

SITE CONTEXT

REGIONAL





SITE CONTEXT
NEIGHBORHOOD



PROPERTY DATA



ADDRESS

1702 Rucker Ave, Everett, WA 98201

PARCEL #

0043803440300

LOT SIZE

9,147.6 SF (0.21 ACRES)

ZONING

NR, Adopted 2025

CRITICAL AREAs

None

HEIGHT LIMIT

38'-0" MAX
24'-0" TO EAVE

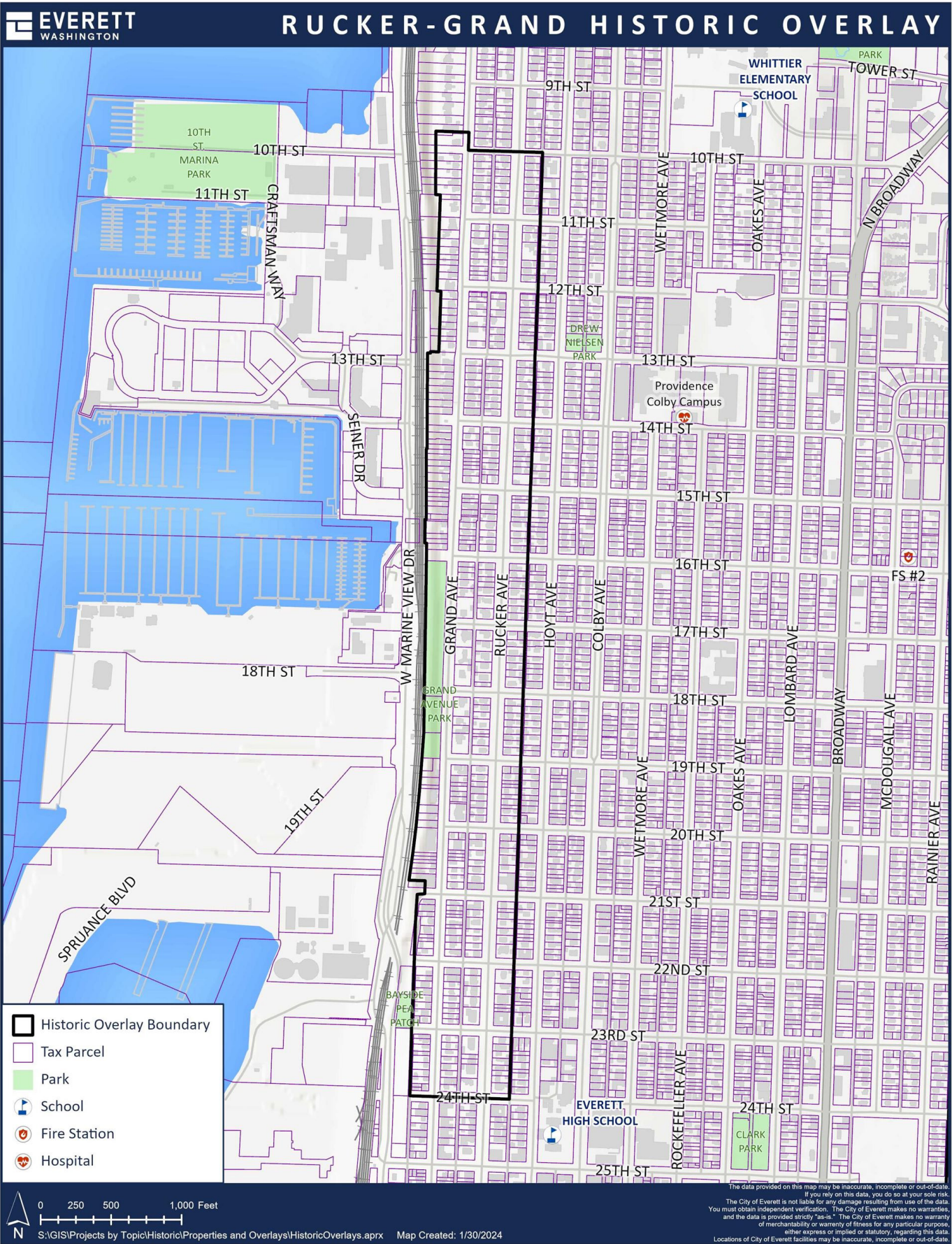
SETBACKS

Front Yard: 10'-0"
Side, Street: 5'-0"
Rear (Alley): 0'

OVERLAYS

Historic District Overlay





HISTORIC PHOTOS

Photos available through the Assessor's office. The dark paint color is from an unspecified date, possibly previous to the current white it is today.



12/20/77



4380-344-030-0008

TAPE PICTURE HERE

4380-344-C30-000801/29/71000000

BUILDING PERMITS		
DATE	NUMBER	AMOUNT
7-15-72	16134	NEW GAR. 3000-

CRACKER ROBERT C

1702 RUCKER

EVERETT, WA

98201

CONSTRUCTION DATA

DATE FINISHED

1976

DATE

PER CENT UNFINISHED

DATE REMODELED

DATE MOVED

L/C 0010

SCHOOL DISTRICT

2

EVERETT DIV L PLAT OF

BLK. 344 D-00 - LOTS 30 THRU 32

VALUATION

ACRES OR LOT NUMBER	LAND	BLDG	INITIAL	DATE

SALES DATA

SALE	DATE	INSTRUMENT	RECEIPT NUMBER
105,000	6-15-81	SWD	6883
160,000	7-20-87	SWD	11808

DWELLING

DATE	CONDITION	EFFECTIVE AGE	PER CENT DEPRECIATION
2-11-75	GOOD	29	40%
12-20-78	Fair	71	34

HIGHEST AND BEST USE VALUE

IMPROVED		UNIMPROVED		TIMBER		TOTAL	TOTAL
ACRES	VALUE	ACRES	VALUE	ACRES	VALUE	ACRES	AV

OTHER CONSTRUCTION

TYPE	DATE BUILT	CONST	FLOOR	ROOF	DIMENSION	S.F. AREA	CONDITION	FACTOR	VALUE	% DEP.	NET VALUE

SA 1702 Rucker

Everett

CT 401

1702 Rucker Avenue, Everett – Historic Property Summary

Built c.1906, the house at 1702 Rucker Avenue occupies a prominent corner lot on Everett’s historic Rucker Avenue corridor, within the city’s Rucker–Grand Historic Overlay zone. The site retains a broad front lawn, sidewalk edge, and westward prospect toward Port Gardner Bay, consistent with early 20th-century development on the hill. The dwelling reads as a large Craftsman-influenced American Foursquare: a near-square mass under a broad hipped roof with central dormer and a near full-width, covered front porch addressing Rucker Avenue.

Character-defining features that convey the property’s historic appearance include its deep roof overhang with intact wood eave work (soffits and fascia), the generous front porch with simple square posts, regular window openings, and high-ceilinged rooms that admit abundant light. Interior finishes—hardwood floors with built-ins—reinforce the period character. Together, these elements express the straightforward craftsmanship and proportions typical of Everett’s early Craftsman/Foursquare houses.

Alterations appear limited to material updates rather than form: modern siding and roofing have been installed, and kitchens and baths have been remodeled. An expansion of the garage was approved in 1972, with form changes facing the interior of the lot and not visible to the streetscape. These changes affect original fabric but have not obscured the building’s massing, porch, or eave detailing, so the historic character remains legible from the public way. The property sits within the city’s historic overlay and near the National Register-listed Rucker Hill Historic District, contributing to a cohesive historic streetscape even if not individually listed.

Statement of Significance

The property at 1702 Rucker Avenue, constructed in 1906, is significant for its association with the early suburban development of Everett and as a representative example of Craftsman-influenced residential architecture rising above the city’s industrial core.

Rucker Avenue holds deep historical significance in Everett—it is named for the Rucker family, pioneering settlers who arrived in 1889 and played a pivotal role in founding the city through their investments in real estate, lumber, banking, and the Everett Land Company. Unlike distant speculator families, the Ruckers remained and helped shape Everett’s physical and social landscape.

This property lies within the Rucker–Grand Historic Overlay Zone, an area designated to protect historic architectural character and guide new development. It also lies adjacent to the nationally recognized Rucker Hill Historic District, a residential enclave developed in the early 20th century that was home to Everett’s economic and social elite and characterized by large lots, curving streets, lush landscaping, and panoramic views.

Built just as Everett’s population and residential development were booming, this home embodies the Craftsman/Four-square aesthetic popular at the time—a style appreciated for its simplicity, craftsmanship, and wide eaves. At 4,289 square feet, the house exemplifies the well-appointed domestic architecture of its era, featuring generous room proportions, high ceilings, ample natural light, and original wood detailing.

As one of the early substantial homes on the Avenue, 1702 Rucker Avenue provides a tangible link to the city’s shift from industrial waterfront to a thriving residential suburb. It reflects how the city’s burgeoning middle and upper classes preferred elevated, landscaped environments, still close enough to central Everett to maintain daily ties to its industrial and commercial life. Its preservation contributes to understanding how Everett’s social hierarchy and urban morphology evolved during the early 20th century.

In summary, 1702 Rucker Avenue is historically significant both as an architectural landmark and as a barometer of Everett’s early twentieth-century residential expansion. Architecturally, its Craftsman/Foursquare design—marked by proportional form, original woodwork, and period detailing—captures the craftsmanship of its time. Contextually, the property is a part of the Rucker-Grand Historic Overlay and contributes to the broader Rucker Hill narrative, illustrating the city’s transformation from industrial boomtown to suburban enclave. This dwelling not only preserves early architectural character but also aids in interpreting the social and spatial development of Everett’s historic neighborhoods.

National and Local Historic Registry Evaluation Criteria

A) *Association with Events that Have Made a Significant Contribution to the Broad Patterns of Everett’s History:*
1702 Rucker Avenue reflects the residential development of Everett in the early 20th century. Built in 1906, its first known resident was **Almon D. Lucas**, a partner in the real estate firm **Pearse & Lucas**, which actively shaped Everett’s housing and commercial landscape. Over the decades, the home was occupied by individuals employed in key local industries, including Economy Dye Works, Paine Field, Boeing, Puget Power, and Everett Junior College. These occupations represent Everett’s economic evolution from early industrial and service work through mid-century aerospace and utilities. The property’s continuous residential use illustrates neighborhood stability and adaptation over more than a century.

B) *Association with the Lives of Persons Significant in Everett’s Past:*
As stated earlier, the house is associated with Almon D. Lucas, an early Everett real estate developer whose firm contributed to the city’s growth. Later, the Crocker family (1957–1981) is notable for their long tenure. Robert C. Crocker, an engineer at Boeing, represents Everett’s aerospace workforce during the peak of Boeing’s influence in the region. The Moser family (1988–2018), with John Moser’s long career as a teacher, further underscores the property’s connection to Everett’s educational and community fabric.

C) *Design/Construction:*
Architecturally, the house is a well-preserved Craftsman-influenced American Foursquare. It retains massing, a porch, and eave detailing that make its early 20th-century character legible from the public way. Its presence within the Rucker–Grand Historic Overlay and adjacent to the Rucker Hill Historic District strengthens its contextual significance.

D) *Period of Significance:*
1906 – 1980s, covering the home’s original construction, early association with Everett’s real estate development, and long-term occupancy by the Crocker family, tied to Boeing and the region’s aerospace history.

E) *Integrity:*
The property retains integrity of *location, association, and function* as a long-term residential structure. Alterations have been limited to material updates, leaving massing and key character-defining features intact. Its historic character remains clear within the Everett streetscape.



City Council Agenda Item Cover Sheet

Project title: Petition to Snohomish County to Vacate a Portion of Monroe Camp Road

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 12/17/25
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Parks & Facilities
Real Property
Police
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Petition to Snohomish County to Vacate a Portion of Monroe Camp Road

Partner/Supplier: Snohomish County

Location: Monroe Camp Road lying north of Lake Chaplain

Preceding action: N/A

Fund: 401

Fiscal summary statement:

Monroe Camp Road is a Snohomish County public right-of-way. At its easternmost end, Monroe Camp Road extends onto City-owned property lying north of an incorporated area of the City of Everett known as the Lake Chaplain Reservoir. That portion of the road on City-owned property consists of 1.5 acres. To vacate the portion of Monroe Camp Road on City-owned property, the City must follow the provisions of Snohomish County Code Ch. 13.100. These provisions include: filing a petition to vacate right-of-way; submission of required documents for review and approval; entering into a Stipulation to Value Appraisal Agreement. The fees and costs associated with a petition to vacate County right-of-way include: Petition fee of \$500; County Engineer's review ranging approximately \$3,000 - \$4,000; and Payment of appraised value of the right-of-way to be vacated which is anticipated to be in the range of \$3,000-\$3,500.

Project summary statement:

In the interest of protecting a public water source, the City of Everett has restricted public access in and around an incorporated area of the City of Everett known as the Lake Chaplain Reservoir ("the Reservoir"). The City of Everett also owns parcels surrounding the Reservoir. A portion of Monroe Camp Road, a Snohomish County right-of-way, crosses onto City-owned property lying to the north of the Reservoir. The City of Everett wishes to vacate this portion of right-of way to allow the City to control access and prevent entry from unauthorized persons.

Recommendation (exact action requested of Council):

Authorize Mayor or Mayor's designee to sign Petition for Vacation of a Portion of County Road "Monroe Camp Road" and to take all other steps necessary for the vacation, including delivery of payment to Snohomish County of the appraised value of the vacated property.



To: City Council Members

From: Cassie Franklin, Mayor

Re: Appointment to Boards and Commissions

Date: December 16, 2025

Everett City Council Members,

It is my recommendation that the following applicants be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, December 17, I will be asking for your concurrence on the following appointments:

To the Everett Public Facilities District Board

- Scott Pattison, Pos #4- term expiring 12/31/2029
- Daniel Leach, Pos #5 – term expiring 12/31/2029

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie', with a long, sweeping horizontal line extending to the right.

Cassie Franklin
Mayor, City of Everett

c. Jennifer Gregerson and Simone Tarver

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave., Ste. 10-A
Everett, WA 98201


425.257.7115
425.257.8729 fax

everettwa.gov

From: Angela Ely
Sent: Wednesday, December 17, 2025 2:50 PM
To: 'john martin'
Subject: RE: [EXTERNAL] The Project Outdoor Event Center Resolution was passed on virtually no grant money for the project, no Fiscal Summary Statement, and no public or fiscal pro forma projections.

Everett City Council has received your email. For the written comment for permanent record purposes, outside email addresses and correspondence has been removed.

Sincerely,
Angela

 **Angela Ely**
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
everettwa.gov | [Facebook](#) | [Twitter](#)

Note: Emails and attachments sent to and from the City of Everett are public records and may be subject to disclosure pursuant to the Public Records Act.

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Everett City Council Meeting
12-17-2025 6:30 pm
Comments for the Public Record

Dear Everett City Council Members Scott Bader (At Large), Judy Tuohy (At Large), Mary Fosse (District 1), Paula Rhyne (District 2), Don Schwab (District 3), Liz Vogeli (District 4), and Ben Zarlingo (District 5),

I am submitting comments and documentation for the December 17, 2025, Everett City Council meeting.

Please confirm that the email and attachment (Washington State Legislative Public Facility Improvement Fund Contract Readiness Form Project Title Everett New Stadium Contract Number 24 96531 002.pdf) that follows are part of the public record and included it as part of the council meeting packet for the December 17, 2025, Everett City Council Meeting.

Everett City Council
2930 Wetmore Ave.
Suite 9-A
Everett, WA 98201
Phone: 425-257-8703
council@everettwa.gov

Dear Everett City Council,

You are the City Council that passed Outdoor Event Center Resolution shown on the City Council Agenda for December 10, 2025;

Concerned citizens indicated;

Good Lord! Is this incompetence, fraud, or does the city think the money is coming from somewhere else? If these reports are correct, the city will be plunging Everett into bankruptcy.

The Project Outdoor Event Center Resolution was based on virtually no grant money for the project, no Fiscal Summary Statement, and no public or fiscal pro forma projections.

Other Concerned citizens indicated;

They don't have the money - they are displacing businesses with no way to actually compensate them for the moves (you can't buy 16 commercial properties and move 23 businesses for 20 million dollars which is what is approved). These are tax paying commercial properties being replaced by one massive place that is tax exempt and is actually a cost - stadiums do not pay for themselves. They have in the financial plan light rail as early 2035 adding to the revenue - they aren't even building this link or starting until at least 2043 and require 1.6 billion dollars to do it.

The Outdoor Event Center Resolution is shown on the City Council Agenda for December 10, 2025;

Project: A Resolution Identifying Priorities for Development of the Outdoor Event Center

Project: Outdoor Event Center

(See <https://www.everettwa.gov/AgendaCenter/ViewFile/Item/19033?fileID=104962>)

Project: Outdoor Event Center indicates:

Preceding action:

Fund: NA

Fiscal summary statement:

None.

As of today's date, December 17, 2025 the Department of Commerce has not received the contract readiness form indicating the the City of Everett has little or no money for the project.

That was also confirmed by the Washington State Department of Commerce on December 8, 2025 when the Department indicated:

"As of today's date, the Department of Commerce has not received the contract readiness form."

(See Department of Commerce email below)

The contract readiness form (attached) was for the:

“Washington State Department of Commerce

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”

Currently, the City of Everett cannot request reimbursement for the Project: Outdoor Event Center or for Project: A Resolution Identifying Priorities for Development of the Outdoor Event Center.

The Project Outdoor Event Center Resolution is based on virtually no grant money for the proeject, no Fiscal Summary

Statement, and no public or fiscal pro forma projections.

It was clearly and unequivocally premature to pass the proposed resolution -- virtually no grant money, no Fiscal Summary Statement, and no public or fiscal proforma projections.

Moreover, the instructions for the Contract Readiness Form indicate:

"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."

Jennifer Gregerson has been seeking reimbursement from the Department of Commerce for over 10 months.

In an email communication dated Friday, February 21, 2025 11:44 AM from Jennifer Gregerson, Government Affairs Director | Administration, City of Everett, to Lena Moore, Program Manager, Washington State Department of Commerce you stated:

"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"

Additionally, Jennifer Gregerson is shown as back up contact on the

City of Everett Outdoor Multipurpose Stadium -
Department (Everett) Design Build application (attached).

"II. Project Contact
Organization: City of Everett
Contact: Scott Pattison , Executive Project Manager - Mayor's Office
Backup: Jennifer Gregerson"

Jennifer Gregerson presented a specific proposal to the Everett City Council for review and approval.

Project Frog Pond indicates:

"- Present specific Project Frog Pond proposal to City Council for initial review and approval -> AquaSox in conjunction with Mayor's Office"

It may be pure happenstance, but it appears Jennifer Gregerson, Scott Pattison, and Mayor Franklin are following "Project Frog Pond - Timeline and Responsibilities.pdf" (available from Mayor Franklin) as it was drafted on April 22,

2022.

Is "Project Frog Pond - Timeline and Responsibilities.pdf" posted on the City Of Everett website?

If not, it is available for download from <https://martinmusic.biz/NitramProjectFrogPond7th.html>

Regardless, it was clearly and unequivocally premature to pass the Outdoor Event Center resolution -- virtually no grant money, no Fiscal Summary Statement, and no public or fiscal proforma projections.

Passing the Outdoor Event Center resolution means the City of Everett endorses going further into debt and the City of Everett endorses taking money from the State of Washington Department of Commerce Youth Athletic Facility Account and using it to subsidize billionaire Major/Minor League Baseball owners.

Resolutions, unlike ordinances, are expressions of opinion and, according to one Everett Council Member I spoke with, an experssion of the City's values.

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 (Pass the the Outdoor Event Center resolution).

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 (terminate Everett New Stadium Project, Contract Number: 24-96531-002).

Instead of passing the Outdoor Event Center resolution, the Everett City Council, should have proposed and passed 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."

Send the statement to the Washington State Department of Commerce.

Simply explain that it is completely inappropriate to use Youth Athletic Facility Account funds to build a new baseball stadium in downtown Everett that subsidizes billionaire Major/Minor League Baseball owners.

Submit final performance and financial reports to the Department of Commerce and return unspent money.

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.

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

In the words of Nancy Regan,

JUST SAY NO!!

Best Regards,

John E. Martin
Mountlake Terrace
425-361-2854
No Frogs Downtown
<https://martinmusic.biz/NitramProjectFrogPond7th.html>
<https://martinmusic.biz/contact/no-frogs-downtown-2/>

CC:

Erica Weir District 1 Councilmember Elect
Luis M. Burbano District 4 Councilmember Elect
Snohomish County Council
Snohomish County Executive Dave Somers
Everett School Board
Washington State Attorney General's Office
Agriculture and Health Division
representing the Department of Commerce.
Consumer Protection Division
Public Counsel Unit

BCC Citizens and various media

=====

From: Peter Frazier <peter.frazier@gmail.com>
Sent: Wednesday, December 17, 2025 8:24 AM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] Experience from Bellingham: Support for Downtown Everett Security Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members,

I am writing in support of continuing the Risk Solutions Unlimited (RSU) security program.

I have a long association with RSU's work in Bellingham, as a downtown advocate, business owner, and hotelier/restaurateur. I have seen firsthand the difference between a downtown with RSU and one without it.

Before the City of Bellingham entered into a contract with RSU, conditions on our streets were chaotic and often felt unsafe for everyone: residents, employees, vulnerable populations, and visitors. The City deliberately tried something different with RSU, and it worked.

RSU brought consistent presence, de-escalation skills, staff equipped with naloxone, and, most importantly, relationships. Their team built sustained relationships with people experiencing homelessness and opioid addiction, frequently knowing individuals by name and history, and intervened early before situations escalated into emergencies or enforcement actions. They are well-trained, strategic, and compassionate, and able to encourage more civil behavior, connection to services, and a greater sense of real public safety. And they are a great partner to police.

Police play a critical and necessary role, but they are not equipped, or intended, to provide this level of sustained, relationship-based, service-oriented presence. Nor should they be. Asking sworn officers to manage recurring behavioral health and opioid-related crises is a poor use of their training and authority. RSU fills a gap that police themselves recognize, allowing law enforcement to focus on the work only they can do.

In Bellingham, RSU's effectiveness was reinforced by broad community and institutional buy-in. Downtown businesses, service providers, and City Parks and Facilities held contracts with RSU that extended their presence and reinforced consistent expectations across public spaces. That alignment mattered. It amplified results, created continuity, and built trust across sectors. I would highly recommend this tactic.

When RSU's contract ended following the election of a new mayor, conditions deteriorated. Now, a year and a half later, even with increased police presence, street-level chaos and anti-social behavior, much of it tied to untreated opioid addiction, has returned to the levels we experienced prior to RSU's involvement. That contrast made the value of the program unmistakably clear. We are in a sorry state without it up here and need wins like you've had: Police-reported incidents down by 27%.

Downtown safety requires more than enforcement. It requires presence, trust, and people trained to stabilize situations and connect individuals experiencing opioid addiction and crisis with appropriate help. RSU provides that capacity.

I urge you to continue the RSU security program, so the progress Everett has made is not lost.

Sincerely,
Peter Frazier

From: BARBARA George <b.georgeathome@comcast.net>
Sent: Tuesday, December 16, 2025 10:41 PM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] Risk Solutions Unlimited

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.

December 16, 2025

Dear City Council Members,

As the Everett Museum of History, I'm writing to urge you to approve the extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

RSU has become an important partner to the Everett Police Department and the City's Community Assistance & Referral to Education Services (CARES) program. The service provides a consistent, visible safety presence during evenings and weekends, helps de-escalate situations before they escalate, and connects vulnerable community members with services and support.

Since RSU's deployment in June 2025, police-reported incidents in Downtown Everett have declined by 27%. **The program also helps by freeing Everett police officers to respond to higher-priority calls throughout the North Sector, while RSU staff – trained in de-escalation tactics – support CARES social workers operating in the district.**

Vandalism has continued on our building at 2939 Colby but it can't be blamed on police as they arrest but the city doesn't convict. We need whatever we can fund to help businesses and citizens be free of this tolerance of crime. It matters if we are to have a city fit to live and work in. We should also have some recourse for damages when our windows—which are required—are repeatedly broken. Many of us are pulling for the success of this city or we'd have left by now. Help us continue to protect it.

Downtown Everett's recovery depends on residents, workers, and visitors feeling safe—and on ensuring people in crisis are connected to appropriate resources. Please vote to extend the security program through September 2026 so the progress we've made isn't lost.

Sincerely,

Barbara E. George

Executive Director

Everett Museum of History

P. O. Box 5556

Everett, WA 98206

BG.EverettMuseum@Comcast.net



EVERETT
museum of history

From: Elee Wood <EleeW@imaginecm.org>
Sent: Tuesday, December 16, 2025 11:07 AM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] Support for Downtown Security Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members,

As the leader of a major downtown organization, I am writing to urge you to approve an extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

Imagine Children's Museum is a significant part of the fabric of downtown Everett and draws more than a quarter of a million visitors every year. As a facility serving primarily families with children under 12 years old, it is important that we are seen as a safe and secure location both inside and out. Since the implementation of the RSU program along with other initiatives, we have seen dramatic improvements downtown in terms of cleanliness, foot traffic, and overall safety.

RSU has become an important partner to the Everett Police Department and the City's Community Assistance & Referral to Education Services (CARES) program. The service provides a consistent, visible safety presence during evenings and weekends, helps de-escalate situations before they occur, and connects vulnerable community members with services and support.

Data collected since RSU's deployment in June 2025 show a 27% decline in police-reported incidents in Downtown Everett. The program frees Everett police officers to respond to higher-priority calls throughout the North Sector, while RSU staff – trained in de-escalation tactics – support CARES social workers operating in the district.

These data reflect the experiences of the museum as well. Prior to inception of the program in 2025, Imagine Children's Museum averaged three police calls per month for trespassing, open drug use, and public indecency. Since June of 2025, there have been a total of two.

Downtown Everett's ability to thrive depends on residents, workers, and visitors feeling safe—and on ensuring people in crisis are connected to appropriate resources. Please vote to extend the security program through September 2026 so the progress we have made can continue.

Thank you for your consideration.

Sincerely,

Elizabeth (Elee) Wood, PhD

Chief Executive Officer
Imagine Children's Museum
1502 Wall Street, Everett, WA 98201
Assistant: (425) 258-1006 x1002
Phone: +1 (425) 238-4596
imaginecm.org

From: Andy Hall <andy@bnharch.com>
Sent: Tuesday, December 16, 2025 10:37 AM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] Downtown Security Program
Attachments: BNH20251216102939.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Council Members, Angela Ely, and Mayor Franklin,

Attached is my letter in support of the extension of the Downtown Security Program.

Thank you.

Andy

Andrew M. Hall, AIA
President



2727 Oakes Avenue, Suite 100
Everett, WA 98201
425-259-0868
andy@bnharch.com
www.bnharch.com



Botesch, Nash & Hall
Architects, P.S.

December 16, 2025

Everett City Council
2930 Wetmore Ave.
Suite 9-A
Everett, WA 98201

RE: Support for the extension of the Risk Solutions Unlimited Enhanced Security Program

Dear City Council Members,

Our firm, our tenants, and my wife and I who own our commercial property at 2727 Oakes Ave. are in favor of the approved extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

In our opinion the RSU has become an important partner to the Everett Police Department and the City's Community Assistance & Referral to Education Services (CARES) program. The service provides a consistent, visible safety presence during evenings and weekends, helps de-escalate situations before they escalate, and connects vulnerable community members with services and support.

It is our understanding that since RSU's deployment in June of 2025, police-reported incidents in Downtown Everett have declined by 27%. The program also helps by freeing Everett police officers to respond to higher- priority calls throughout the North Sector, while RSU staff-trained in de-escalation tactics-support CARES social workers operating in the district.

Our commercial property has had break-ins occur in the evening hours and because of the rapid response by the Everett Police there was less damage to our property, nothing was stolen and most importantly they caught the individuals who broke into our building. I believe the rapid response was possible due to having the Risk Solutions Unlimited (RSU) enhanced security program that was in place to help with the other calls leaving the police department to handle this type of urgent call.

We fully support the extension of the RSU program based on the positive results it has brought to our city and community.

Sincerely,

Botesch, Nash & Hall Architects


Andrew M. Hall, AIA
President

From: Julie Kafkalidis <Julie@TheDanceSchool.org>
Sent: Tuesday, December 16, 2025 8:52 AM
To: DL-Council
Cc: Angela Ely; Cassie Franklin; Megan Nachreiner
Subject: [EXTERNAL] In support of continuing the Risk Solutions Unlimited (RSU) security program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members,

I am the Treasurer for The Dance School, a downtown nonprofit business that serves children/families and adults with dance education classes.

I'm writing to urge you to approve an extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

RSU has become an important partner to the Everett Police Department and the City's Community Assistance & Referral to Education Services (CARES) program. The service provides a consistent, visible safety presence during evenings and weekends, helps de-escalate situations before they escalate, and connects vulnerable community members with services and support.

Since RSU's deployment in June 2025, police-reported incidents in Downtown Everett have declined by 27%. The program also helps by freeing Everett police officers to respond to higher-priority calls throughout the North Sector, while RSU staff – trained in de-escalation tactics – support CARES social workers operating in the district.

I was heretofore unaware that the City of Everett was using RSU staff to augment the Everett Police Department and CARES program, until it was brought to my attention by business leader Craig Skotdal. I have reviewed the data presented in the RSU Impact Analysis report on the first months of RSU activity.

Our nonprofit business is located at 2817B Rockefeller Ave and 2821 Rockefeller Ave, between Hewitt Ave and California St, in the D2 (N Central) district identified in that report. The report shows district D2 had the most modest improvement (15.2%) reduction of incidents of all 5 districts analyzed.

The Dance School has school-aged children attending classes until as late as 9:15 pm on weekday evenings, and the safety of our students and their parents as they walk to and from their cars, bus transit, or homes if they live nearby, is always a concern at the top of our minds. Over the past 5 years we have been aware of many profoundly disturbing incidents within a 2-block radius of our business, such as an employee's tires being slashed, gunfire impacting the building opposite our business, naked male adults in the back alley visible from our upstairs windows on the east side of our building, and a homicide a block away from us.

I am personally present at our business in the evening hours of 7-10 pm at least 3 nights a week, and our staff report to me any incidents posing a safety concern as they occur. I can attest that since June 2025 I have noticed far fewer incidents of unhoused persons sleeping in the doorways and alcoves on our block of Rockefeller Avenue than in previous years, and fewer times that a person obviously under the influence of drugs has been shouting or acting scary on the sidewalk and in the street on our block. I do believe that the local streets around our business have felt just a bit safer in the past six months than in years past.

Downtown Everett's recovery depends on residents, workers, and visitors feeling safe—and on ensuring people in crisis are connected to appropriate resources. Please vote to extend the security program through September 2026 so the progress we've made isn't lost.

Sincerely,

Julie Kafkalidis
Treasurer, The Dance School
2817B Rockefeller Ave, Everett, WA 98201
Julie@thedanceschool.org
Cell: 425-419-7904

www.thedanceschool.org
Office: 425-259-6861
Admin@thedanceschool.org

From: Cathy Reines <Cathy@kozdevelopment.com>
Sent: Tuesday, December 16, 2025 8:03 AM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] Downtown Security Program
Attachments: Everett City Council RSU Program Extension.pdf

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.

Council Members & Mayor Franklin,

Please see the attached letter in support of extending the Downtown Security Program.

Through my experience developing and investing across numerous municipalities throughout the Pacific Northwest, I have seen firsthand the tangible consequences when programs like this do not exist or are discontinued. In their absence, neighborhoods often experience a gradual but meaningful decline—resident and business confidence erodes, public spaces become less active, and areas that were once vibrant lose their appeal as places to live, work, and gather. These outcomes may sound stark, but they reflect real and repeatable impacts I have observed across multiple PNW communities.

Regards,

Cathy Reines | President & CEO

425.622.5943 **Kōz Development**

****We have moved.**** Please update your records to reflect our new mailing address:

1900 Bickford Avenue, Suite 200, Snohomish, WA 98290



December 16, 2025

Dear City Council Members,

As a downtown property owner, I'm writing to urge you to approve an extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

RSU has become an important partner to the Everett Police Department and the City's Community Assistance & Referral to Education Services (CARES) program. The service provides a consistent, visible safety presence during evenings and weekends, helps de-escalate situations before they escalate, and connects vulnerable community members with services and support.

Since RSU's deployment in June 2025, police-reported incidents in Downtown Everett have declined by 27%. The program also helps by freeing Everett police officers to respond to higher-priority calls throughout the North Sector, while RSU staff – trained in de-escalation tactics – support CARES social workers operating in the district.

At Koz, we intentionally chose to invest in attainable, workforce housing in Everett because of the forward-thinking programs and policies this Council has put in place. Initiatives such as the RSU Enhanced Security Program give us confidence that our residents are moving into a vibrant, active neighborhood—and, most importantly, that they will feel safe and secure in their homes.

Downtown Everett's recovery depends on residents, workers, and visitors feeling safe—and on ensuring people in crisis are connected to appropriate resources. Please vote to extend the security program through September 2026 so the progress we've made isn't lost.

Sincerely,

A handwritten signature in black ink that reads "Cathy Reines". The signature is written in a cursive, flowing style.

Cathy Reines
Koz Development, CEO

From: brett alexanderprint.com <brett@alexanderprint.com>
Sent: Tuesday, December 16, 2025 6:14 AM
To: DL-Council; Angela Ely; Cassie Franklin
Subject: [EXTERNAL] RSU

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members,

As a downtown business owner, I'm writing to urge you to approve an extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

RSU has become an important partner to the Everett Police Department and the City's CARES program. The visible presence downtown during evenings and weekends has made a noticeable difference, helping de-escalate situations before they escalate and improving overall safety for businesses, employees, and customers.

From a business perspective, the improvement in downtown conditions since the program began has been meaningful. We've seen fewer incidents near our location and a more welcoming environment for customers and staff. The added security presence provides reassurance and allows police resources to be focused on higher-priority calls.

Downtown Everett's continued recovery depends on people feeling safe to work, shop, and visit. Please vote to extend the RSU security program through September 2026 so the positive progress we've seen can continue.

Sincerely,

Brett Wynne
Alexander Printing Co.
2807 Rockefeller Ave.
Everett, Wa 98201
425-252-4212
<https://alexanderprint.esppwebsite.com/>



The best compliment is your referral. If you know anyone who could use my services, please pass on my information!

From: Tom Hoban <TomHoban@hobanfamilyoffice.com>
Sent: Monday, December 15, 2025 8:18 PM
To: DL-Council; Cassie Franklin
Cc: Angela Ely
Subject: [EXTERNAL] Downtown Security Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council & Mayor Franklin,

Congratulations on what is nothing short of renaissance in Downtown Everett that came together in a big way this year starting in June. In my 37 years being in business Downtown, I've never been more proud of it than I am today.

A big reason for the turnaround is your commitment to safety for those who work, live and visit downtown. That commitment is helping attract businesses and prevent current ones from leaving. Employees who have been working remote since the pandemic are returning to the office.

The Risk Solutions Unlimited (RSU) enhanced security program is a critical tool for us and the main reason why things have improved so much. It partners effectively with our Everett Police and City's Community Assistance & Referral to Education Services (CARES) program to provide a consistent, visible safety presence during the critical evenings and weekends. They de-escalate situations and help connect vulnerable community members with services and support.

It's working. Since RSU's start in June 2025, police-reported incidents in Downtown Everett have declined by a remarkable 27%. The program helps free up EPD officers to respond to higher priority calls throughout the North Sector while RSU staff - trained in de-escalation tactics - support CARES social workers in the district.

I urge you to continue this program.

Best,

Tom Hoban | Chairman & Co-founder

Hoban Family Office & Coast Group of Companies

[2829 Rucker Ave, Everett, WA 98201](https://www.hobanfamilyoffice.com)

www.hobanfamilyoffice.com

o [425.339.3638](tel:425.339.3638) d[425.551.0802](tel:425.551.0802) | [LinkedIn](#)

tomhoban@hobanfamilyoffice.com

Our Values: Do the right thing | Others-centered | Get it Done

This communication (including any attachments) may contain privileged or confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this communication and/or shred the materials and any attachments and are hereby notified that any disclosure, copying, or distribution of this communication, or the taking of any action based on it, is strictly prohibited.

From: Bil Quistorf <wquistorf@yahoo.com>
Sent: Monday, December 15, 2025 6:27 PM
To: DL-Council
Cc: Angela Ely; Cassie Franklin
Subject: [EXTERNAL] Downtown Everett Security Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council Members,

As a downtown Everett property owners, we are writing to urge you to approve an extension of the Risk Solutions Unlimited (RSU) enhanced security program through September 2026.

RSU has become an important partner to the Everett Police Department and the City's Community Assistance & Referral to Education Services (CARES) program. The service provides a consistent, visible safety presence during evenings and weekends, helps de-escalate situations before they escalate, and connects vulnerable community members with services and support.

Since RSU's deployment in June 2025, police-reported incidents in Downtown Everett have declined by 27%. The program also helps by freeing Everett police officers to respond to higher-priority calls throughout the North Sector, while RSU staff – trained in de-escalation tactics – support CARES social workers operating in the district.

The homeless and addiction issues have increased exponentially in the entire region. This is one program that has shown positive results.

Downtown Everett's recovery depends on residents, workers, and visitors feeling safe—and on ensuring people in crisis are connected to appropriate resources. Please vote to extend the security program through September 2026 so the progress we've made isn't lost.

Sincerely,

Bill & Renee Quistorf
Property owners of 2820 Colby Ave
1136 Grand Ave, Everett WA
425-754-5489

[Sent from Yahoo Mail for iPhone](#)



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 12/17/2025

NAME (required): Jane Pak

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): janep@snocolegal.org PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure (Don't live in city)

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

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

City of Everett Covid Impact Funds



EVERETT CITY COUNCIL Public Comment Form

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DATE: 12/17/2025

NAME (required): Jill-Marie Costello - COCOON HOUSE

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): Jill-Marie.Costello@CocoonHouse.com PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?



YES – the comment period will follow the agenda item

AGENDA ITEM #: COVID ARPA DOLLARS?



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

Cocoon House (may be public comment)



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DATE: 12/17/25

NAME (required): Jen Chong Jewell

CITY (required): Everett ZIP (required): 98204

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

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

Council member service



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

DATE: Dec-17-2025

NAME (required): Paul Gialorin

CITY (required): Marysville ZIP (required): 98271

EMAIL (optional): pgalorin@wsrapenters.org PHONE (optional): 425-272-3233

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____

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





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DATE: 12/17/2025

NAME (required): BAIG SKOTAR

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

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



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DATE: 12/17/2025

NAME (required): Scott Hulme

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): scott@downtowneverettwa.org PHONE (optional): _____

DISTRICT (circle one): ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____

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



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DATE: 12/17/25

NAME (required): William Parent

CITY (required): Silver Lake ZIP (required): 98208

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

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

Balancing Infrastructure Needs with
Public Impact



EVERETT CITY COUNCIL Public Comment Form

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DATE: 12/17/25

NAME (required): Cory ARMSTRONG-Hoss

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____

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



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

DATE: 12/17/25

NAME (required): John Lehman

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

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

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AGENDA ITEM #: _____

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

DATE: 12/17/2025

NAME (required): Angela Di Filippo

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

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AGENDA ITEM #: _____

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

