



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Manatt, Phelps, & Phillips
	1050 Connecticut Ave NW #600
	Washington, DC 20036
City Project Manager	lpollner@manatt.com
	Jennifer Gregerson
	City of Everett -- Administration
	2930 Wetmore Ave
Scope of Work (must select one)	Everett, WA 98201
	<input checked="" type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows provide advocacy support for federal issues important to the City <input type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

BASIC PROVISIONS	
Completion Date	December 31, 2027
Eligible Expenses (not-to-exceed)	None
Maximum Compensation Amount	\$240,000 Note: the Maximum Compensation Amount is <u>inclusive</u> of Eligible Expenses.
Method of Payment (must select one)	<input type="checkbox"/> Lump Sum paid upon completion of all work. <input type="checkbox"/> Payment method is described in scope of work. <input checked="" type="checkbox"/> Payment method is as follows: monthly payments of \$10,000
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**

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

END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**



Cassie Franklin, Mayor

01/15/2026

Date

ATTEST



Office of the City Clerk

MANATT, PHELPS AND PHILLIPS



Signature: _____

Name of Signer: Leslie Pollner

Signer's Email Address: LPollner@manatt.com

Title of Signer: Managing Director



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

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

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

Compensation Amount in the Basic Provisions.

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

5. **Method of Payment.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions or such other address as the City Project Manager may designate in writing.

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

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

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section

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

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

is performed; and

- (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

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

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

14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with

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

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

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

END OF GENERAL PROVISIONS
(v.070324)

SCOPE OF WORK

1. SCOPE OF SERVICES

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

- I. Represent the City before members of Congress, federal and state officials, public interest groups, private sector entities, think tanks, thought leaders and other stakeholders.
- m. Promote the City of Everett's vital contributions to the Puget Sound region's economy, strength and diversity with the Washington State congressional delegation, federal agencies, national organizations, and the Washington state community in the nation's capital.
- n. Collaborate with other cities, the U.S. Conference of Mayors and National League of Cities on issues of mutual interest, and build coalitions with other stakeholders as needed.
- o. Assist with all arrangements for the Mayor, City Council, and City staff when visiting Washington D.C., and other cities, including coordinating meetings with federal leaders, reviewing talking points and supporting materials, etc.
- p. Help draft letters and statements outlining the City's positions on key federal issues.
- q. Draft legislative concepts, amendments and provisions to support the City's federal priorities.
- r. Prepare communication strategies to ensure City positions, requests, and interaction with federal officials are timely, articulate, complete, and presented per accepted processes, procedures, protocols and practices.
- s. Assist with grants advocacy, including reviewing grant applications, organizing federal letters of support and gathering intelligence on grants important to the City.

2. KEY ISSUES

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

Key issues include:

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

3. FUNDING ADVOCACY

a. HOMELESSNESS

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

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

b. TRANSPORTATION

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

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

c. EDUCATION AND WORKFORCE TRAINING

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

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

d. SUPPORT OF CITY SERVICES

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

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

4. NAVAL STATION EVERETT

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

- a. Gain and maintain access to key congressional, Department of Defense, Department of Homeland Security, Department of Commerce, U.S. Navy, U.S. Coast Guard, and National Oceanic and Atmospheric Administration decision makers as the community addresses ship assignments, changing missions (e.g. arctic strategies), new tenants and joint use of Naval Station Everett.
- b. Increase the diversity of the force structure and mission of the base, unit movements, funding, and policy regarding Naval Station Everett or tenant organizations.
- c. Support of Naval Station Everett military construction requests, facilities and service improvements, sustainability/energy efficiency/climate change and other related legislative issues as appropriate.

- d. Recommend to the City a federal appropriations strategy that will help the community to manage changes in the military character of the region and mission of the base, support mission expansion, and advocate for base growth.
- e. Recommend to the City strategies that will secure the long term assignment of a U.S. Navy aircraft carrier at Naval Station Everett, as well as growth in the number of other surface ships stationed there, including both Navy and Coast Guard assets.

5. AEROSPACE DEVELOPMENT

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

6. OTHER FEDERAL ISSUES

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

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

7. SUPPLIER RESPONSIBILITIES

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

8. MEETINGS & PRESENTATIONS

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

9. SUPERVISION

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

10. PUBLIC DISCLOSURE REPORTING DUTIES

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

11. INTELLECTUAL PROPERTY RIGHTS

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

12. AUDITS AND INSPECTIONS

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

13. PRICE INCREASES

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

14. PAYMENT

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

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

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

PRICE SHEET
Federal Legislative & Advocacy Services

Supplier Name: Manatt, Phelps and Phillips

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

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

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

Manatt PSA_Federal Lobbyist Scope SD

Final Audit Report

2026-01-16

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