



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, February 18, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: February 11, 2026

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$3,871,279.54 For The Period Ending January 31, 2026 Through February 6, 2026.

Documents:

[RES_CLAIMS PAYABLE 020626.PDF](#)

(2) Adopt The Resolution Waiving Public Bidding Requirements, Approving A Multiple-Year Sole Source Purchase, And Authorizing The Mayor To Sign The Geographic Information System (GIS) Enterprise Agreement From Environmental Systems Research Institute Inc.

Documents:

[2025-077 GIS SOLE SOURCE.PDF](#)

(3) Authorize The Mayor To Sign The 2025-2026 Recycling Collection Event PSA With Olympic Environmental Resources To Implement The Recycling Collection Events In An Amount Not To Exceed \$51,000.

Documents:

[OLYMPIC ENVIRONMENTAL RESOURCES_2026-2027 RECYCLING
COLLECTION EVENTS_PSA.PDF](#)

(4) Accept The Beverly Lake Water Quality Retrofit Project As Complete And Authorize The

Mayor To Sign The Certificate Of Completion.

Documents:

[R L ALIA_BEVERLY LAKE WATER QUALITY RETROFIT_FINAL ACCEPTANCE.PDF](#)

PROPOSED ACTION ITEMS:

(5) CB 2601-04 – 2nd Reading - Adopt An Ordinance Relating To Stormwater Controls In The Combined Sewer Area, Amending Ordinance No. 3814-21. (3rd & Final Reading 2/25/26)

Documents:

[CB 2601-04.PDF](#)

(6) CB 2602-05 – 2nd Reading - Adopt An Ordinance To Amend And Close A Special Improvement Project Entitled "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, As Established By Ordinance No. 3877-22. (3rd & Final Reading 2/25/26)

Documents:

[CB 2601-05.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](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

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

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

Title-

Project title: Adopt the Resolution Waiving Public Bidding Requirements, Approving A Multiple Year Sole Source Purchase and Authorizing the Mayor to Sign the Geographic Information System (GIS) Enterprise Agreement from Environmental Systems Research Institute Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 2/18/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 Resolution
 Sole Source Document
 Enterprise Agreement

Department(s) involved:
 Procurement, Public Works & Information Technology

Contact person:
 Theresa Bauccio-Teschlog

Phone number:
 425-257-8901

Email:
 tbauccio@everettwa.gov

Initialed by:
MEB
 Department head

Administration

Council President

Project: Resolution to waive public bidding requirements

Partner/Supplier: Environmental Systems Research Institute Inc.

Location: N/A

Preceding action: N/A

Fund: 401 Public Works

Fiscal summary statement:

The city requires an Environmental Systems Research Institute, Inc. (ESRI) enterprise agreement for software licenses, maintenance, upgrades, and technical support to maintain operations across multiple city departments. The anticipated spend is approximately \$300,000 over three years. The city will be billed annually for the three years. Funds used to purchase the enterprise agreement are from fund 401, public works.

Year 1	Year 2	Year 3
\$90,300	\$90,300	\$90,300

Subtotal: \$270,900

9.9% Tax: \$26,819.10

Total: \$297,719.10

Project summary statement:

The enterprise agreement provides the city with access to the geographic information system (GIS) database, mapping products, mobile GIS viewers (MapEverett Enterprise), asset management system (Cityworks), and public interactive map site (MapEverett).

The Geographic Information System software is required to help city staff track, maintain, and catalog all the city's physical assets, including utility, traffic control, and capital assets. City staff analyzes data in the software system to fulfill multiple city objectives, including ensuring maintenance and repairs to capital assets are completed, and

The city first procured ESRI GIS software in the early 1990s to fulfill operational requirements. Throughout the years, the city has customized the Environmental System Research Inc. software to integrate with additional city department operations and accomplish multiple city objectives within a single software system.

Recommendation (exact action requested of Council):

Adopt the Resolution Waiving Public Bidding Requirements, Approving A Multiple-Year Sole Source Purchase, and Authorizing the Mayor to Sign the Geographic Information System (GIS) Enterprise Agreement from Environmental Systems Research Institute Inc.



RESOLUTION NO. _____

A RESOLUTION waiving public bidding requirements and approving a multiple-year sole-source for Software Enterprise Agreement from Environmental Systems Research Institute Inc.

WHEREAS,

- A. Everett deploys the Environmental Systems Research Institute Inc. (ESRI) software platform across multiple city departments to access the geographic information system (GIS) database, mapping products, mobile GIS viewers (MapEverett Enterprise), asset management system (Cityworks), and public interactive map site (MapEverett); and
- B. Environmental Systems Research Institute Inc. is the only authorized supplier for the required software enterprise agreement for licenses, upgrades, maintenance, and technical support; and
- C. As long as Environmental Systems Research Inc. is the only authorized provider of the software enterprise agreement, it is in the City’s best interest to approve the sole source purchase for multiple years rather than on an annual basis.

NOW, THEREFORE, BE IT RESOLVED THAT:

There is clearly and legitimately only one source capable of supplying a software enterprise agreement for licenses, upgrades, maintenance, and technical support required to use the Environmental Systems Research Institute Inc. GIS platform. The City hereby waives competitive bidding requirements and authorizes a sole source for the software enterprise agreement with Environmental Systems Research Institute, Inc.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2026.

Council President



PROCUREMENT
SOLE SOURCE JUSTIFICATION
Purchases \$10,000 & Above

When filling out a sole source, use this [document](#) as a guide to answer each section.

<p>A sole source is defined as: A purchase that is clearly and legitimately limited to a single source or supply.</p> <p>A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source.</p> <p>B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs.</p> <p>All sole source purchases shall follow the City of Everett Standard Procurement Policy & Federal Emergency Contracting Section 9.4.</p>	
<p>I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.</p>	
<p>Proposed supplier name and address: ESRI, 380 New York St, Redlands, CA 92373-8100</p>	<p>Estimated cost of goods or services: \$297,719.10</p>
<p>Purchase Requisition #: RQ 37160</p>	<p>Cayenta Supplier # 27536 Or attach Supplier's W-9 Form</p>
<p>This is a sole source purchase because (Check all that apply):</p> <p><input type="checkbox"/> Licensed or patented – supplier has a license or patent that makes them the sole provider.</p> <p><input type="checkbox"/> One-of-a-kind – there is no competitive alternatives available on the market.</p> <p><input checked="" type="checkbox"/> Sole Distributor – Supplier is the sole distributor for the region or municipality</p> <p><input checked="" type="checkbox"/> Compatibility – must match existing brand or equipment for compatibility.</p> <p><input type="checkbox"/> Replacement part – for a specific brand or existing equipment.</p> <p><input type="checkbox"/> Warranty – sole provider of factory authorized warranty service.</p> <p><input type="checkbox"/> Unique design – must meet physical design or quality standards.</p> <p><input type="checkbox"/> Public Utility Services – Necessary adjustment of utility facilities</p> <p><input type="checkbox"/> Other - _____</p> <ul style="list-style-type: none"> • If the justification for sole source is “Standardization” then additional supporting documentation must be provided. See Brand Name or Standardization Justification Form. • Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item. 	
<p>Describe the proposed goods or services.</p>	<p>A three-year enterprise agreement (EA) for Geographic Information System (GIS) software from Environmental Systems Research Institute, Inc. (ESRI) is used across the city's departments. The EA provides the city with software licenses, upgrades, maintenance, and technical support for the GIS software application.</p> <p>The GIS Software supports mapping activities by allowing the city to copy and deploy products citywide.</p>
<p>What are the specific necessary features that this supplier provides that are not available from other suppliers?</p>	<p>An Enterprise Agreement is required for the city to utilize the ESRI GIS database, mapping products, mobile GIS viewers (Gosync), asset management system (Cityworks), and public interactive map site (MapEverett)</p> <p>Software licenses, upgrades, and technical support are only provided directly by the manufacturer, ESRI, through the Enterprise Agreement.</p>

<p>Discuss how similar goods or services are <u>unable</u> to meet the required objective.</p>	<p>The existing GIS suite has been customized to integrate with current city operations and fulfill multiple city objectives within a single software system. Other potential solutions would not seamlessly integrate with current city operations and would require the city's resources to identify and transition to another solution that meets multiple city operational objectives.</p>
<p>Describe your efforts to identify other potential sources.</p>	<p>Per the attached letter, ESRI is the sole provider of all municipal government enterprise agreements for municipalities with a population of more than 15,000. ESRI is the only source for maintenance on all ESRI software. Procurement staff validated this information by conducting internet research and searching the manufacturer's website.</p>
<p>List any other facts supporting the use of a non-competitive process.</p>	<p>If required to solicit a new software solution, it would necessitate large-scale coordination among multiple city divisions to identify compatible software and test it to ensure that current uses are maintained. Changing the software solution would also require staff to re-enter years of data into any potential new software solution.</p>
<p>Is this a one-time procurement? <input checked="" type="checkbox"/> No* <input type="checkbox"/> Yes</p>	<p>*If an on-going sole source procurement is <u>required</u>, include or attach an estimate that shows total annualized expenditure for each year.</p>

PRICE REASONABLENESS (Check all that apply and attach back-up documentation)

I determined that the price is fair and reasonable because:

- I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price:
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. **Attach relevant documentation.**
- I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.
- Other: _____
- Back-up documentation is attached.

Explanation of above-checked justification:

STATEMENT OF NEED AND CERTIFICATION:
My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Everett. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

I hereby certify that this justification for sole source procurement is accurate and complete to the best of my knowledge and belief.

<p>_____ Signature (Requestor)</p>	<p>_____ Date</p>
<p>Printed Name: Mark Wamsley</p>	<p>Title: Utilities GIS Program Manager</p>

DEPARTMENT DIRECTOR	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature _____	Date _____
Printed Name: <u> Ryan Sass</u>	
INFORMATION TECHNOLOGY – For any technology purchases, including software	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature _____	Date _____
PROCUREMENT MANAGER	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
Signature _____	Date _____

Note: If additional space is required, use additional sheets of paper and submit with this completed form.

9.1 SOLE SOURCE

Sole source procurements are governed by RCW 39.04.280(1)(a). Sole source procurements may be made directly from a sole source supplier without soliciting additional competition if there is clearly and legitimately only one source capable of supplying the commodity that result in only one source.

In the event the commodity is available from only one supplier, a Sole Source Justification Form must be completed and provided to the Procurement Manager.

When a single or annual proposed sole source purchase exceeds the Council authorization limit, the Purchasing Manager must seek the City Council’s approval, by resolution, that there is only one source. The resolution will recite the factual basis for the exception from competitive procurement.



January 13, 2026

Mr. Mark Wamsley
City of Everett
3200 Cedar St
Everett, WA 98201-4516

Dear Mark,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock



Quotation # Q-565407

Date: January 13, 2026

Customer # 6851 Contract #

City of Everett
Utilities Div
3200 Cedar St
Everett, WA 98201-4516

ATTENTION: Mark Wamsley
PHONE: (425) 257-7729 x7729
EMAIL: mwamsley@everettwa.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/13/2026 To: 4/13/2026

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	\$90,300.00	\$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$270,900.00
Sales Tax:	\$26,819.10
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$297,719.10

This Quotation No. Q-556621 is governed by the terms and conditions set forth in Small Enterprise Agreement, County and Municipality Government No. 00346577.0 with the City of Everett, which is incorporated by reference herein.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock	Email: hglock@esri.com	Phone: 909-793-2853 x8948
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. ~~Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri.~~ Delivery is FOB Origin for customers located in the USA.



Quotation # Q-565407

Date: January 13, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 6851 Contract #

City of Everett
Utilities Div
3200 Cedar St
Everett, WA 98201-4516

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/13/2026 To: 4/13/2026

ATTENTION: Mark Wamsley
PHONE: (425) 257-7729 x7729
EMAIL: mwamsley@everettwa.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock	Email: hglock@esri.com	Phone: 909-793-2853 x8948
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. ~~Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri.~~ Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name City of Everett
Cust. # 6851
PO # N/A
Esri Agreement # 00346577.0



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-4)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Signature: 
Annette Kazandjian (Jan 15, 2026 00:14:58 PST)

Email: akazandjian@esri.com






Enterprise Agreement

Final Audit Report

2026-01-15

Created:	2026-01-13
By:	Ebun Olubummo (eolubummo@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_eLAMHHIHhy7u-WMjaSy0bHUtjLSWjzD

"Enterprise Agreement" History

-  Document created by Ebun Olubummo (eolubummo@esri.com)
2026-01-13 - 8:21:37 PM GMT- IP address: 155.226.129.249
-  Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2026-01-13 - 8:23:39 PM GMT
-  Email viewed by Annette Kazandjian (akazandjian@esri.com)
2026-01-14 - 11:25:48 PM GMT- IP address: 104.47.51.126
-  Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2026-01-15 - 8:14:58 AM GMT - Time Source: server- IP address: 98.37.165.30
-  Agreement completed.
2026-01-15 - 8:14:58 AM GMT



City Council Agenda Item Cover Sheet

Project title: Authorize the Mayor to sign a Professional Service Agreement with Olympic Environmental Resources for 2026 – 2027 Recycling Collection Events.

Council Bill # *interoffice use*

Project: 2026-2027 Recycling Collection Events

Partner/Supplier: Olympic Environmental Resources

Location: Everett Station Lot B

Preceding action: Approval of Department of Ecology Local Solid Waste Financial Assistance (LSWFA) 25-27

Fund: 402- Solid Waste Utility

Agenda dates requested:

- Briefing
- Proposed action
- Consent 02/18/26
- 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:
Kathleen Baxter

Phone number:
425-257-8875

Email:
kbaxter@everettwa.gov

Initialed by:
RS
Department head

Administration

Council President

Fiscal summary statement:

The Department of Ecology (DOE) Local Solid Waste Financial Assistance Grant (Agreement No. SWMLSWFA-2025-EverPW-00292) is a two-year matching grant for the period from July 1, 2025, through June 30, 2027. The 2026 and 2027 recycling collection events are deliverables for this grant.

- DOE will provide 75%, \$38,250. The City will provide 25%, \$12,750
- \$51,000 total for the two events.

Project summary statement:

With support of DOE’s LSWFA funding, City of Everett Public Works piloted a large recycling collection event at Everett Station in 2023. The pilot was a huge success, with 887 vehicles coming through with a total of 62.45 tons of recyclable materials. The next year was even more popular, with 971 vehicles attending with 68.01 tons of recyclable materials. Due to limited funding, the City offered a mini-event in 2025. This event focused on extended producer responsibility programs such as PaintCare and E-Cycle Washington in addition to confidential document shredding and recycling to provide the community recycling opportunities and still be cost-effective. Despite the smaller scale, the 2025 mini-event drew in 664 vehicles with recyclables, with 53.19 tons collected.

The funding for these events follows the 25-27 biennium, and the City plans to offer a large event in 2026, with a mini-event in 2027 with the remaining funding. Due to the LWSFA funding being distributed through Snohomish County; all county residents are welcome.

While the attendance and tonnage collected demonstrates the value of these opportunities to the community, we’ve also received a great amount of positive community feedback. This has provided an opportunity to highlight other recycling opportunities for hard to recycle items, such as 1800recyclewa.gov, run by Department of Ecology.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the 2025-2026 Recycling Collection Event PSA with Olympic Environmental Resources to implement the recycling collection events in an amount not to exceed \$51,000.



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	Olympic Environmental Resources
	4715 Walker St. Seattle, WA 98116
	pauldevine@msn.com
City Project Manager	Kelly Frazee
	City of Everett – Public Works 2930 Wetmore Ave. Everett, WA 98201
	kfrazee@everettwa.gov
Brief Summary of Scope of Work	Provide spring recycling collection events in 2026 and 2027.
Completion Date	June 30, 2027
Maximum Compensation Amount	\$51,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Turner Insurance Agency
	206-510-3099
	Joe.turnerinsurance@gmail.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p style="text-align: center;">Answer: No</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 style="text-align: center;">Answer: No</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**

OLYMPIC ENVIRONMENTAL RESOURCES

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Paul Devine

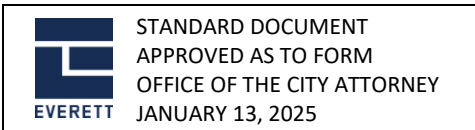
Signer's Email Address: pauldevine@msn.com

Title of Signer: General Manager

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)**

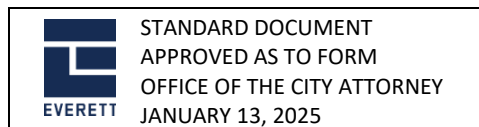


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

Exhibit A

CITY OF EVERETT OLYMPIC ENVIRONMENTAL RESOURCES 2026-27 SCOPE OF WORK AND BUDGET

Everett Recycling Events will be broken up by year.

1) **Project Title**

2026-27 Everett Recycling Collection Events

2) **Project Schedule**

Planning and Implementation: January 1 - December 31, 2026-27
Event Dates: Spring – March, April, 2026-27
Hours: 9 AM to 3 PM

3) **Event Location:**

Everett Station Parking Lot

4) **Project Coordinator**

Paul Devine
General Manager
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
Phone: (206) 938-8262
Email – pauldevine@msn.com

5) **Project Activities**

A) Olympic Environmental Resources (OER) will organize two Citywide Recycling Collection Event in the City of Everett. OER will make all arrangements and enter into subcontracts with material collectors and recyclers for recycling of collected materials.

At the 2026 recycling event the following materials will be collected and recycled:

- Tires (6 per load-no rims, no heavy truck or back hoe tires) +*
- Appliances (Contractors will charge participants for refrigerator, freezers, and hot water heaters for proper processing and recycling)+
- Ferrous Metals
- Nonferrous Metals

- Electronic/Computer Equipment+
- Porcelain Toilets and Sinks+
- Scrap wood - pallets, plywood, etc - *two loads per household**
- Propane Tanks+
- Mattresses+
- Paper Shredding - *limit 4 boxes/5 bag limit*

+User fees will apply

*Note: event notice will state - *Service will be provided until truck is full.*

At the 2027 recycling event the following materials will be collected and recycled:

- Tires (6 per load-no rims, no heavy truck or back hoe tires) +*
- Electronic/Computer Equipment+
- Paper Shredding - *limit 4 boxes/5 bag limit*
- Computer Monitors**
- TV Sets**
- Oil and Latex Paint***

+User fees will apply

*Note: event notice will state - *Service will be provided until truck is full.*

**Will be collected if the material is paid for by Washington Materials Management & Financing Authority.

***Will be collected if the material is paid for by Washington PaintCare program.

B) The following educational materials will be distributed if available:

- Information on City of Everett waste reduction and recycling programs.
- Information on Local Hazardous Waste Management Plan programs.
- Other available information on waste reduction and recycling.

6) **Event Participants**

A) This event is intended for the residents of Everett.

B) No flatbeds or dump trucks allowed. Oversized, commercial, or contaminated loads may be refused.

7) **Promotion**

A) Event promotion will be accomplished in the following ways:

- 1) Notice of the event will sent to City residents in their utility bills.

2) Posting notices at Everett City Hall and on the City website and cable channel (if available).

8) Project Evaluation

OER will provide the following information to the City within thirty days of the event:

- A) Tallying the number of participating vehicles at the entrance to the event
- B) The volume of each material collected and diverted from the waste stream in the appropriate unit
- C) Actual event cost by budget category

9) 2026-27 Project Budget: \$51,000.00

Items	Estimated Cost - \$
Scrap Metal Recycling	\$5,000.00
Scrap Wood Recycling	\$1,600.00
Paper Shredding	\$1,000.00
Tire Recycling	\$2,800.00
Event Supplies/refreshments*	\$350.00
Rentals**	\$3,000.00
Mileage	\$250.00
Event Management: Olympic Environmental Resources***	\$12,500.00
Event Staff: Olympic Environmental Resources	\$3,500.00
2026 TOTAL	\$30,200.00
Material Collection/Equipment Delivery	\$1,600.00
Tire Recycling	\$3,000.00
Paper Shredding	\$1,100.00
Event Supplies/refreshments*	\$350.00
Rentals**	\$550.00
Mileage	\$300.00
Event Management: Olympic Environmental Resources***	\$10,500.00
Event Staff: Olympic Environmental Resources	\$3,400.00
2027 TOTAL	\$20,800.00
2026-27 TOTAL	\$51,000.00

*This includes such items as gloves, safety equipment, water, lunch, etc.

**This includes the rental of backhoe, trackhoe, signs, tents, cones, and safety vests.

***The cost of professional services consists of staff time for planning, publicizing, organizing, staffing, and preparing grant reports.

****OER may need to transfer funds unused in one category to overruns in a second category.

SCOPE OF WORK

Click or tap here to enter text.

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

Task	Amount Paid on Task Completion
2026 Recycling event	\$30,200.00
2027 Recycling event	\$20,800.00
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: Beverly Lake Water Quality Retrofit, Final Acceptance

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 2/18/26
Action
Ordinance
Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

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

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: Beverly Lake Water Quality Retrofit

Partner/Supplier: R.L. Alia

Location: Beverly Lane and 75th St SE in the vicinity of Beverly Lake

Preceding action: Award, [10/11/2023](#)

Fund: Fund 336 – Water & Sewer System Improvements

Fiscal summary statement:

The programmed available funding for design and construction is \$1,500,000.

R.L. Alia submitted the lowest responsive bid in the amount of \$1,175,015.00

Final Payment:

Final Contract Voucher Amount \$1,158,077.99

Project summary statement:

The project constructed three water quality treatment facilities within city right of way to treat runoff from city streets and adjacent properties before it is discharged to Beverly Lake and Pigeon Creek No. 1. Prior runoff from these areas was untreated. The project also included associated stormwater piping and street restoration.

Recommendation (exact action requested of Council):

Accept the Beverly Lake Water Quality Retrofit project as complete and authorize the Mayor to sign the Certificate of Completion.



EVERETT
WASHINGTON

CERTIFICATE OF COMPLETION

Project:	Beverly Lake Water Quality Retrofit
Contractor:	R.L. Alia
Work Order Number:	UP-3745

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: 02.03-2026

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



Final Contract Voucher Certificate

Contractor R.L. Alia Company			
Street Address 10831 SE 181st St			
City Renton	State WA	Zip 90855	Date 12/1/2025
Work Order No. UP-3745			
Project Title Beverly Lake Water Quality Retrofit			
Date Work Physically Completed 8/16/2024		Final Amount \$1,158,077.99	

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 Renton, WA this 22nd day of January, 2026.
(City, State)

Contractor Authorized Signature
David Pankiewicz
Printed Name

Office Manager
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 02-03-2026

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: R.L. Alia Company			Date: 12/1/2025		
Address: 10831 SE 181 st St		City: Renton	State: WA	Zip Code: 90855	
Project Title: Beverly Lake Water Quality Retrofit				Project Work Order #: UP-3745	
Federal Aid Project Number (if Federally Funded) N/A					
Contract Bid Price: \$ 1,175,015.00			DBE Condition of Award: \$ N/A		
DBE Participant Name and Address		Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
Hot Mix Pavers Inc 4400 S 131 st Pl Tukwila, WA 98168		I	S	27	\$66,589.10
WCCL Systems LLC 4008 Elwood Dr W University Place, WA 98466		H	S	23	\$7,905.00
Ethnic Code: B = Black H = Hispanic A = Asian American		I = American Indian Alaskan Native O = Other		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture	
Total DBE Participation Achieved					\$74,494.10

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 [Handwritten Signature] Title PRESIDENT

Subscribed and sworn before me this: 22ND day of JANUARY, 2026

[Handwritten Signature] Notary Public in and for the State of Washington

Residing at KING COUNTY



THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE FROM THE PRIME CONTRACTOR ON ALL PROJECTS



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

Retainage not withheld
per Retainage Bond
#

FINAL

CONTRACT ESTIMATE VOUCHER
Schedule: A

Date: Jan 13, 2025 CM Check: Michael Kangas

Date: 1/13/2025

Recommended By: Keith Alexine

Date: 1-13-2025 PM Review: [Signature]

Date: 01-13-2025

PW Director: [Signature]

Contractor: R. L. Alla Company
Project: Beverly Lake Water Quality Retrofit
Estimate: 5
W.O.# UP3745
Cutoff: 12/27/2024

SCHEDULE	ORIG. CONTRACT	TO DATE	VARIANCE
A	\$ 1,175,015.00	\$ 1,158,077.99	\$ (16,937.01)
Total	\$ 1,175,015.00	\$ 1,158,077.99	\$ (16,937.01)

TOTAL	LESS RETENTION	SALES TAX	AMOUNTS PAID	DUE THIS ESTIMATE
\$ 1,158,077.99	\$ (57,903.90)	\$ -	\$ -	\$ 1,100,174.09
\$ 5.0%	\$ -	\$ -	\$ -	\$ -
\$ 0.0%	\$ -	\$ -	\$ -	\$ -
				\$ 48,613.27
				\$ 48,613.27

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	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	1.00	\$ 100,000.00	0.00	\$ -
2	Surveying	LS	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	1.00	\$ 12,000.00	0.50	\$ 6,000.00	0.50	\$ 6,000.00
3	Removal of Structures and Obstructions	LS	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	0.00	\$ -
4	SPCC Plan	LS	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -
5	Force Account/ Unexpected Conditions	FA	\$ 1.00	100,000.00	\$ 100,000.00	100,000.00	\$ 100,000.00	87,471.09	\$ 87,471.09	74,267.65	\$ 74,267.65	13,203.44	\$ 13,203.44
6	Traffic Control Labor	HR	\$ 65.00	1,300.00	\$ 84,500.00	1,300.00	\$ 84,500.00	965.00	\$ 62,725.00	965.00	\$ 62,725.00	0.00	\$ -
7	Maintenance & Protection of Traffic Control	LS	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -
8	Trench Excavation Safety Systems	LS	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -
9	Erosion/Water Pollution Control	LS	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -
10	Street Cleaning	HR	\$ 250.00	150.00	\$ 37,500.00	150.00	\$ 37,500.00	12.00	\$ 3,000.00	12.00	\$ 3,000.00	0.00	\$ -
11	Saw Cutting Existing Improvements	LF	\$ 4.00	1,200.00	\$ 4,800.00	1,200.00	\$ 4,800.00	1,007.00	\$ 4,028.00	1,007.00	\$ 4,028.00	0.00	\$ -
12	Foundation Material Class A or B	TON	\$ 50.00	100.00	\$ 5,000.00	100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
13	Crushed Surfacing Top Course	TON	\$ 60.00	50.00	\$ 3,000.00	50.00	\$ 3,000.00	291.83	\$ 17,509.80	291.83	\$ 17,509.80	0.00	\$ -
14	Crushed Surfacing Base Course	TON	\$ 40.00	588.00	\$ 23,520.00	588.00	\$ 23,520.00	254.72	\$ 10,190.40	254.72	\$ 10,190.40	0.00	\$ -
15	Gravel Borrow	TON	\$ 25.00	25.00	\$ 625.00	25.00	\$ 625.00	552.47	\$ 13,811.75	552.47	\$ 13,811.75	0.00	\$ -
16	Schedule A Storm Sewer Pipe, 8 In. Dia.	LF	\$ 160.00	470.00	\$ 75,200.00	470.00	\$ 75,200.00	47.50	\$ 7,600.00	47.50	\$ 7,600.00	0.00	\$ -
17	Schedule A Storm Sewer Pipe, 12 In. Dia.	LF	\$ 2,500.00	3.00	\$ 7,500.00	3.00	\$ 7,500.00	3.00	\$ 7,500.00	3.00	\$ 7,500.00	0.00	\$ -
18	Catch Basin, Type 1L	EA	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -
19	Catch Basin, Type 2, 48 In. Dia	EA	\$ 5,000.00	3.00	\$ 15,000.00	3.00	\$ 15,000.00	4.00	\$ 20,000.00	4.00	\$ 20,000.00	0.00	\$ -
20	Catch Basin, Type 2, 48 In. Dia	EA	\$ 5,000.00	3.00	\$ 15,000.00	3.00	\$ 15,000.00	4.00	\$ 20,000.00	4.00	\$ 20,000.00	0.00	\$ -
21	Water Quality Treatment Structure #1	LS	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	0.00	\$ -
22	Water Quality Treatment Structure #2	LS	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	1.00	\$ 35,000.00	0.00	\$ -
23	Water Quality Treatment Structure #3	LS	\$ 280,000.00	1.00	\$ 280,000.00	1.00	\$ 280,000.00	1.00	\$ 280,000.00	0.90	\$ 252,000.00	0.10	\$ 28,000.00
24	Hydrodynamic Pretreatment #1	EA	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	0.00	\$ -
25	Hydrodynamic Pretreatment #2	EA	\$ 32,000.00	1.00	\$ 32,000.00	1.00	\$ 32,000.00	1.00	\$ 32,000.00	1.00	\$ 32,000.00	0.00	\$ -
26	Flow Splitter	EA	\$ 25,000.00	3.00	\$ 75,000.00	3.00	\$ 75,000.00	3.00	\$ 75,000.00	3.00	\$ 75,000.00	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
27	HMA, CL 1/2" PG 64-22	TON	\$ 200.00	246.00	\$ 49,200.00	246.00	\$ 49,200.00	421.45	\$ 84,290.00	421.45	\$ 84,290.00	0.00	\$ -
28	Cement Concrete Sidewalk Restoration	SY	\$ 85.00	127.00	\$ 10,795.00	127.00	\$ 10,795.00	157.22	\$ 13,363.70	157.22	\$ 13,363.70	0.00	\$ -
29	Cement Concrete Curb and Gutter, Type A-1	LF	\$ 45.00	296.00	\$ 13,320.00	296.00	\$ 13,320.00	444.00	\$ 19,980.00	444.00	\$ 19,980.00	0.00	\$ -
30	Cement Concrete Driveway, Type 1	SY	\$ 110.00	72.00	\$ 7,920.00	72.00	\$ 7,920.00	84.44	\$ 9,288.40	84.44	\$ 9,288.40	0.00	\$ -
31	Extruded Cement Concrete Curb	LF	\$ 125.00	20.00	\$ 2,500.00	20.00	\$ 2,500.00	33.00	\$ 4,125.00	33.00	\$ 4,125.00	0.00	\$ -
32	Plastic Line	LF	\$ 15.00	310.00	\$ 4,650.00	310.00	\$ 4,650.00	324.00	\$ 4,860.00	324.00	\$ 4,860.00	0.00	\$ -
33	Landscape Restoration	LS	\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00	1.00	\$ 8,000.00	0.50	\$ 4,000.00	0.50	\$ 4,000.00
34	Temporary Pavement Patch	SY	\$ 30.00	50.00	\$ 1,500.00	50.00	\$ 1,500.00	50.00	\$ 1,500.00	50.00	\$ 1,500.00	0.00	\$ -
35	Temporary Water Main Protection	LS	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -
36	Control Density Fill	CY	\$ 200.00	80.00	\$ 16,000.00	80.00	\$ 16,000.00	125.00	\$ 25,000.00	125.00	\$ 25,000.00	0.00	\$ -

W.O.# UP3745

Contractor: R. L. Alia Company

Project: Beverly Lake Water Quality Retrofit

Notice to Proceed	3/11/2024
75% Completion	5/19/2024
Substantial Completion	6/11/2024
Substantial Completion of work achieved within	65

Schedule	ITEM #	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	TOTAL QUANTITY	Reviewed By	Est 1	Est 2	Est 3	Est 4	Est 5
A	1	Mobilization	LS	1.00	1.00	mkangas	3/25/2024				
A	2	Surveying	LS	1.00	1.00	Keith Alewine	5/3/2024	4/19/2024		6/14/2024	12/27/2024
A	3	Removal of Structures and Obstructions	LS	1.00	1.00	mkangas	5/24/2024				
A	4	SPCC Plan	LS	1.00	1.00	mkangas	5/24/2024				
A	5	Force Account/ Unexpected Conditions	FA	1.00	87,471.09	mkangas	3/25/2024				
A	6	Traffic Control Labor	HR	1300.00	965.00	mkangas	3/25/2024				
A	7	Maintenance & Protection of Traffic Control	LS	1.00	1.00	mkangas	3/25/2024				
A	8	Trench Excavation Safety Systems	LS	1.00	1.00	mkangas	3/25/2024				
A	9	Erosion/Water Pollution Control	LS	1.00	1.00	mkangas	3/25/2024				
A	10	Street Cleaning	HR	150.00	12.00	mkangas	3/25/2024				
A	11	Saw Cutting Existing Improvements	LF	1200.00	1,007.00	mkangas	3/25/2024				
A	12	Foundation Material Class A or B	TON	100.00	0.00	mkangas	3/25/2024				
A	13	Crushed Surfacing Top Course	TON	506.00	291.83	mkangas	3/25/2024				
A	14	Crushed Surfacing Base Course	TON	506.00	254.72	mkangas	3/25/2024				
A	15	Gravel Borrow	TON	588.00	552.47	mkangas	3/25/2024				
A	16	Schedule A Storm Sewer Pipe, 8 In. Dia.	LF	25.00	47.50	mkangas	3/25/2024				
A	17	Schedule A Storm Sewer Pipe, 12 In. Dia.	LF	470.00	423.00	mkangas	3/25/2024				
A	18	Catch Basin, Type 1	EA	3.00	3.00	mkangas	3/25/2024				
A	19	Catch Basin, TYPE 1L	EA	1.00	0.00	mkangas	3/25/2024				
A	20	Catch Basin, Type 2, 48 In. Dia	EA	3.00	4.00	mkangas	3/25/2024				
A	21	Water Quality Treatment Structure #1	LS	1.00	1.00	mkangas	3/25/2024				
A	22	Water Quality Treatment Structure #2	LS	1.00	1.00	mkangas	3/25/2024				
A	23	Water Quality Treatment Structure #3	LS	1.00	1.00	mkangas	3/25/2024				
A	24	Hydrodynamic Pretreatment #1	EA	1.00	1.00	mkangas	3/25/2024				
A	25	Hydrodynamic Pretreatment #2	EA	1.00	1.00	mkangas	3/25/2024				
A	26	Flow Splitter	EA	3.00	3.00	mkangas	3/25/2024				
A	27	HMA, CL 1/2" PG 64-22	TON	246.00	421.45	mkangas	3/25/2024				
A	28	Cement Concrete Sidewalk Restoration	SY	127.00	157.22	mkangas	3/25/2024				
A	29	Cement Concrete Curb and Gutter, Type A-1	LF	296.00	444.00	mkangas	3/25/2024				
A	30	Cement Concrete Driveway, Type 1	SY	72.00	84.44	mkangas	3/25/2024				
A	31	Extruded Cement Concrete Curb	LF	20.00	33.00	mkangas	3/25/2024				
A	32	Plastic Line	LF	310.00	324.00	mkangas	3/25/2024				
A	33	Landscape Restoration	LS	1.00	1.00	mkangas	3/25/2024				
A	34	Temporary Pavement Patch	SY	50.00	50.00	mkangas	3/25/2024				
A	35	Temporary Water Main Protection	LS	1.00	1.00	mkangas	3/25/2024				
A	36	Control Density Fill	CY	80.00	125.00	mkangas	3/25/2024				

Project title: An Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.**Council Bill #** *interoffice use*

CB 2601-04

Agenda dates requested:

Briefing
 1st Reading 02/11/26
 Proposed action 02/18/26
 Consent
 Action 02/25/26
 Ordinance X
 Public hearing
 Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

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: Amending Ordinance No. 3814-21 Relating to Stormwater Controls**Partner/Supplier:** N/A**Location:** Combined Sewer Area in North Everett**Preceding action:** Ordinance No. [3731-20](#), [3814-21](#)**Fund:** 401 - Utilities**Fiscal summary statement:**

Ordinance No. 3731-20 established an option for developers in specific sub-basins within the combined sewer area that have been separated to either provide stormwater control facilities as required or opt for paying a fee in-lieu-of constructing these facilities and connecting directly to the City's combined sewer system. This ordinance updates the in-lieu-of-stormwater control fee.

No City expenditure will be required.

Project summary statement:

On Feb 19, 2020, the City Council passed Ordinance No. 3731-20, which among other provisions established an in-lieu-of-stormwater control fee for certain eligible sub-basins within the City's Combined Sewer Area. On August 4, 2021 City Council passed Ordinance 3814-21, which clarified technical changes to Ordinance No. 3731-20.

The purpose of this Ordinance is to update the fee-in-lieu rate listed in the Ordinance to account for inflation. The increase is based on the observed increase in construction cost indices since the rate was established in 2020. The Ordinance allows for the fee to be indexed and adjusted annually, to be effective the first of January each year.

Recommendation (exact action requested of Council):

Adopt an Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

ORDINANCE NO. _____

An Ordinance Relating to Stormwater Controls in the Combined Sewer Area, amending Ordinance No. 3814-21.

WHEREAS,

- A. In 2020, the City Council passed Ordinance No. 3731-20, which among other provisions established an in-lieu-of-stormwater control fee for certain eligible sub-basins within the City's Combined Sewer Area.
- B. In 2021, the City Council passed Ordinance No.-3814-21 to make certain technical changes to clarify Ordinance No. 3731-20 with respect to the in-lieu-of-stormwater control fee and other matters.
- C. The purpose of this Ordinance is to make updates to Ordinance No. 3731-20 and 3814-21 with respect to the in-lieu-of-stormwater control fee and other matters.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 1 of Ordinance 3814-21 (which is codified at 14.08.185) is hereby amended as follows, with strikeout text deleted and underlined text added:

Stormwater Controls/Establishment of In-Lieu-Of Stormwater Control Fee in Eligible Sub-Basins.

This Section establishes requirements for certain stormwater controls and establishes the in-lieu-of stormwater control fee. The stormwater controls apply to the entire Combined Sewer Area. The fee only applies within eligible sub-basins in the Combined Sewer Area as defined by the City Engineer and depicted in the City's Combined Sewer Area map.

A. Stormwater Controls. New development or redevelopment in the Combined Sewer Area may be required to provide additional stormwater controls such that the resulting flow does not result in an increase in Sanitary Sewer Overflows and/or basement flooding in the Combined Sewer Area. No connections of roof drains to side sewers or laterals shall be allowed in the Combined Sewer Area without prior approval by the City Engineer.

B. In-Lieu-Of Stormwater Control Fee. All new developments and redevelopments within the eligible

sub-basins in the Combined Sewer Area that add a net new total of 200 square feet or more of impervious area, are required either (a) to provide additional flow controls and shall comply with either chapter 6 of the City of Everett’s current “Design and Construction Standards” (DCSS) or (b) voluntarily to pay the City’s In-Lieu-of Stormwater Control Fee as listed in the schedule below. Voluntary payment of the In-Lieu-of Stormwater Control Fee shall eliminate the developer’s facility requirements as stated in chapter 6 of the current DCSS.

1. Public Infrastructure development/redevelopment (such as road and utility construction) within the Public Right of Way is exempt from the in-lieu-of stormwater control fee.

2. In-Lieu-Of Stormwater Control Fee Schedule

Customer Type	In-Lieu-Of Stormwater Control Fee (2026)
All Customers/ Parcels within the eligible sub-basins in Combined Sewer Area	\$4.653.72/square foot of net new impervious area. The first net new total of 200 square feet of impervious area is exempt from these fees.

3. Annual Fee Adjustment. The fee shall be adjusted annually by the Public Works Director, in accordance with the most recent change in the Construction Cost Index (CCI), for Seattle, published by Engineering News Record. The indexed fee rates shall be effective January 1st.

3. 4. All in-lieu-of stormwater control fees collected shall be held in a fund specifically for the benefit of stormwater and combined sewer in the Combined Sewer Area and may be used to pay for capital projects within the Combined Sewer Area and any outstanding debt associated with those capital projects.

4. 5. Payment of the in-lieu-of stormwater control fee shall not exempt property from monthly stormwater fees (i.e., stormwater rates) used for operations, maintenance and capital construction not covered by this fee.

Section 2. 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 3. 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 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance to Amend and Close a Special Improvement Project Entitled "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, as Established by Ordinance No. 3877-22

Council Bill #

CB 2602-05

Agenda dates requested:

Briefing

Proposed action 02/11/26

Proposed action 02/18/26

Consent

Action 02/25/26

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Police

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: South Police Precinct - Locker Room Renovation Project

Partner/Supplier: Viking Construction Group

Location: 1121 SE Everett Mall Way

Preceding action: Ordinance No. [3877-22](#)

Fund: Fund 342, Program 032

Fiscal summary statement:

The proposed Ordinance will amend and close the special improvement fund for the South Police Precinct Locker Room Renovation Project. Ordinance No. 3877-22 provided a funding amount of \$400,000 for the project. The Closing Ordinance will amend the funding amount to \$447,850 to capture all project costs.

Project summary statement:

This project renovated the existing South Police Precinct Locker Rooms to improve functionality and correct long term maintenance issues. Adjustments to the contract amount were necessary to correct unforeseen conditions and cover added scope identified during the project. All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance to Amend and close a Special Improvement Project entitled "South Police Precinct Locker Room Renovation Project", Fund 342, Program 032, as established by Ordinance No. 3877-22.



ORDINANCE NO. _____

An ORDINANCE to amend and close a special improvement project entitled “South Police Precinct Locker Room Renovation Project”, Fund 342, Program 032, as Established by Ordinance No. 3877-22

WHEREAS,

- A. The special improvement project South Police Precinct Locker Room Renovation Project, Fund 342, Program 032, was established to accumulate all costs for the improvement project.
- B. The purpose of the special improvement project has been accomplished.
- C. There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance 3877-22 which reads as follows:

The sum of \$400,000 is hereby appropriated to Fund 342, Program 032, “South Police Precinct Locker Room Renovation Project” as follows:

A. Use of Funds		
Design & Construction Administration		\$ 30,000
Construction		<u>\$370,000</u>
Total		\$400,000
B. Source of Funds		
Fund 342, Program 032 (CIP-1)		<u>\$400,000</u>
Total Estimated Funds		\$400,000

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____





EVERETT CITY COUNCIL
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. 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: Feb 18 2020
NAME (required): William Parent
CITY (required): Silver Lake ZIP (required): 98208
EMAIL (optional): willp594a@gmail.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?

[X] YES - the comment period will follow the agenda item
AGENDA ITEM #: 1-2
[] NO - speak during general public comment, topic you would like to speak on:



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DATE: FEB 18 2024
NAME (required): JANICE GREENE
CITY (required): EVERETT ZIP (required): 98201
EMAIL (optional): PHONE (optional): 425-259-1930
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 #:
[X] NO - speak during general public comment, topic you would like to speak on:
FLOCK CAMERAS



**Everett City Council Public Comment: One Voice Snohomish Count
February 18, 2026**

Good evening, council members. I am speaking on behalf of One Voice Snohomish County, a coalition of community advocates and civic organizations committed to transparency, accountability, and public safety that respects civil liberties.

We are asking the Everett City Council to take formal action to prohibit the use of Flock Safety automated license plate reader cameras in our city. Over the past year, Washington residents have learned more about how these systems operate and the risks they create. Flock cameras collect and store detailed information about every vehicle that passes by, including residents, workers, and visitors who have done nothing wrong. This is mass data collection on the general public, not targeted policing.

A Washington trial court has ruled that data collected by Flock license plate cameras used by Washington police agencies qualifies as a public record under the state Public Records Act. As a result, this information can, at least in some circumstances, be requested and disclosed to members of the public, including data from cameras deployed in Everett. Although the legal status is still being contested in other courts and in the Legislature, the ruling makes clear that large-scale tracking of people's daily movements is now a real and immediate risk, not a hypothetical concern. On top of this, investigative records show that federal agencies have already tapped into Flock camera networks in Washington thousands of times, effectively turning local traffic surveillance into a pipeline for federal monitoring of people's movements, including for immigration enforcement. Most residents would never knowingly consent to having their comings and goings cataloged and potentially made publicly available or shared with federal authorities simply because they drove through the city. Communities across Washington have already recognized these risks. Redmond, Lynnwood, and Skamania County have suspended or removed their Flock systems. They concluded that privacy concerns the potential for misuse, and the lack of meaningful oversight outweighed any claimed benefits. Everett deserves the same level of protection.

The deployment of these cameras in our region has occurred with limited public input and without a clear framework for accountability. Residents have not been given a

transparent explanation of how long data is stored, who can access it, how it is shared across jurisdictions, or how federal agencies may use it. These are not small questions. They go to the heart of public trust.

Everett has an opportunity to lead. By adopting an ordinance that prohibits the acquisition, installation, operation, or renewal of contracts for Flock cameras or similar surveillance systems, the Council can protect residents from unnecessary surveillance and ensure that future technological decisions are made openly and with community involvement.

One Voice Snohomish County is submitting a coalition letter with supporting organizations, and we will continue to welcome additional partners. We urge you to act now to safeguard privacy, uphold democratic values, and ensure that public safety strategies in Everett are both effective and accountable.

Thank you for your consideration and for your service to our community.





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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 2/18/2026

NAME (required): NADINE SHANTI

CITY (required): Snohomish ZIP (required): 98296

EMAIL (optional): nadine.shanti@gmail.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 #: One Voice Snohomish Flock Camera

NO - speak during general public comment, topic you would like to speak on:

The League of Women Voters of Snohomish County is a participating member in the One Voice Coalition. The concerns in this letter align with LWV's stances in favor of strong civil rights protections, privacy rights related to important life activities such as voting, healthcare, and association, and the organization's concern about "data banks" surveillance of citizens and residents. LWVSC urges you to give comprehensive consideration to this proposal.

Cathy Liu Scott, Lisa Utter and Brenda Harrison, Past President, Current President and Incoming President of LWVSC respectively