



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 12:30 p.m., Wednesday, March 25, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Approval Of Minutes: March 18, 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 \$2,159,222.71 For The Period Ending March 7, 2026 Through March 13, 2026.

Documents:

[RES_CLAIMS PAYABLE 031326.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$6,168,592.61 For The Period Ending March 7, 2026.

Documents:

[2026 RESOLUTION FOR PAYROLL PAY PERIOD 06.PDF](#)

(3) Authorize Mayor To Execute The Lease Agreement With Ritchie Law PLLC At Everett Station.

Documents:

[2026 RITCHIE LAW LEASE AT EVERETT STATION.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 2 Lease Agreement With Bezos Academy At Everett Station.

Documents:

[BEZOS ACADEMY LEASE AGREEMENT_AMEND NO. 2.PDF](#)

(5) Approve The Mayor's Acceptance Of A Donation From Cheryl Ann Seeley In The Amount Of \$25,000 Into The Fund For The Animals.

Documents:

[CHERYL ANN SEELEY DONATION.PDF](#)

(6) Authorize The Mayor To Sign The 2024 Water Quality Grant Agreement Amendment No. 2 With The Washington State Department Of Ecology In The Amount Not To Exceed \$3,765,954.75.

Documents:

[DOE_PORT GARDNER STORAGE FACILITY_AMEND NO. 2.PDF](#)

(7) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With KBA, Inc. For Port Gardner Storage Facility Construction Management Services, To Provide Additional Special Inspection And Testing Services For Total Amount Not To Exceed \$8,921,364.

Documents:

[KBA INC._PORT GARDNER STORAGE FACILITY CONSTRUCTION_AMEND NO. 1.PDF](#)

(8) Award The Construction Contract For The Lowell Riverfront Trail Improvements To OMA Construction, Inc. In The Amount Of \$1,035,258.

Documents:

[LOWELL RIVERFRONT TRAIL IMPROVEMENTS BID AWARD.PDF](#)

(9) Award The Construction Contract For The Main Library HVAC Replacement Project To Apex Mechanical LLC In The Amount Of \$2,079,308.

Documents:

[MAIN LIBRARY HVAC REPLACEMENT BID AWARD.PDF](#)

(10) Authorize Mayor To Sign The Professional Services Agreement With Nash Consulting For Management, Leadership, And Interpersonal Skills Training.

Documents:

[NASH CONSULTING_MANAGEMENT AND INTERPERSONAL SKILLS TRAINING_PSA.PDF](#)

(11) Award The Greely Street Water Quality Retrofit Project Contract To SEI Neptune General Contractors As The Lowest Responsive And Responsible Bidder In The Amount Of \$475,187.00.

Documents:

[SEI NEPTUNE GENERAL CONTRACTORS_GREELY STREET WATER QUALITY RETROFIT_AWARD.PDF](#)

(12) Authorize Call For Bids For The WPCF TFI Barscreen Repair Project.

Documents:

[TFI BARSCREEN REPAIR_CALL FOR BIDS.PDF](#)

(13) Authorize The Mayor To Sign A Professional Service Agreement With Traffic Data Gathering (TDG) For The Citywide Pedestrian And Bicycle Data Collection Project.

Documents:

[TRAFFIC DATA GATHERING_CITYWIDE PEDESTRIAN AND BICYCLE DATA COLLECTION PROJECT_PSA.PDF](#)

PROPOSED ACTION ITEMS:

(14) CB 2603-14 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "PGSF WMVD Storm And Combined Sewer Improvements" Fund 336, Program 037 And Repealing Ordinance No. 3967-23. (3rd & Final Reading 4/01/26)

Documents:

[CB 2603-14.PDF](#)

(15) CB 2603-15 -1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Evergreen Way Overlay" Fund 303, Program 139, To Accumulate All Costs For The Improvement. (3rd & Final Reading 4/08/26)

Documents:

[CB 2603-15.PDF](#)

(16) CB 2603-16 – 1st Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Dorn Avenue Drainage Improvements" Fund 336, Program 043, And Repealing Ordinance No. 4048-24. (3rd & Final Reading 4/08/26)

Documents:

[CB 2603-16.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(17) CB 2603-17 – 1st Reading – Adopt An Ordinance Approving The Appropriations Of The 2026 Revised City Of Everett Budget And Amending Ordinance No. 4126-25. (3rd & Final Reading 4/8/26)

Documents:

[CB 2603-17.PDF](#)

ACTION ITEMS:

(18) CB 2602-10 – 3rd & Final Reading - Adopt An Ordinance To Amend And Close A Special Improvement Project Entitled "Kiwaniis Park Renovations", Fund 354, Program 090, As Established By Ordinance No. 4004-24.

Documents:

[CB 2602-10.PDF](#)

(19) CB 2602-11 – 3rd & Final Reading - Adopt An Ordinance Amending Ordinance No. 4023-24 "Main Library HVAC Replacement Project", Fund 342, Program 041, To Accumulate All Project Costs For The Project.

Documents:

[CB 2602-11.PDF](#)

(20) CB 2602-12 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "Police Property Room Facility Tenant Improvement", Fund 342, Program 056, To Accumulate Design Costs For The Project.

Documents:

[CB 2602-12.PDF](#)

(21) CB 2603-13 – 3rd & Final Reading - Adopt An Ordinance Amending EMC 14.04.160, 14.16.650, 14.16.660, 14.16.700, Improving Administration Of Late Utility Payments.

Documents:

[CB 2603-13.PDF](#)

(22) Adopt The Updated Everett Transit Long Range Plan, Connecting Everett In 2045.

Documents:

[EVERETT TRANSIT LONG RANGE PLAN.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->.



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of March 07, and checks issued March 13, 2026, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	14,229.89	7,092.98
003	Legal	102,253.09	26,227.43
004	Administration	130,008.11	16,416.09
005	Municipal Court	84,584.76	24,366.21
007	Personnel	60,748.54	15,963.75
010	Finance	105,954.05	29,375.71
015	Information Technology	135,654.17	37,102.78
018	Communications and Marketing	27,533.67	7,211.85
021	Planning & Community Dev	132,106.64	35,956.91
024	Public Works	254,082.77	71,986.22
026	Animal Shelter	65,693.79	20,383.60
030	Emergency Management	11,323.47	2,737.11
031	Police	1,434,249.14	347,077.37
032	Fire	919,700.22	228,548.68
038	Facilities/Maintenance	105,177.26	35,670.15
101	Parks & Recreation	123,278.21	42,841.05
110	Library	121,556.73	36,785.44
112	Community Theatre	10,041.84	2,527.55
120	Street	78,368.48	24,087.77
153	Emergency Medical Services	461,504.60	110,987.06
197	CHIP	8,898.00	1,894.07
198	Community Dev Block	4,475.44	1,189.47
401	Utilities	1,036,764.70	325,367.37
425	Transit	621,508.51	192,887.53
440	Golf	28,330.58	11,234.92
501	Equip Rental	90,565.95	30,242.13
		<u>\$6,168,592.61</u>	<u>\$1,686,161.20</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2026.

Council President



City Council Agenda Item Cover Sheet

Project title: Lease Agreement with Ritchie Law PLLC at Everett Station

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 3/25/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 Lease Agreement

Department(s) involved:
 Real Property
 Transit
 Parks & Facilities

Contact person:
 Kimberly Moore

Phone number:
 425-257-8305

Email:
 KMoore@everettwa.gov

Initialed by:
KBM
 Department head

Administration

Council President

Project: Lease Agreement with Ritchie Law PLLC at Everett Station

Partner/Supplier: Ritchie Law PLLC

Location: 3201 Smith Ave., Everett, WA 98201

Preceding action: N/A

Fund: 425

Fiscal summary statement:

Ritchie Law PLLC seeks to lease space located on the third floor of Everett Station. The proposed lease agreement is for a term of two years. The monthly lease rate for approximately 308 square feet of commercial office space of \$616 per month (\$24/per square foot), plus leasehold tax, and will increase 3% annually.

Project summary statement:

Ritchie Law PLLC provides professional legal services and is seeking a location in the City of Everett. The proposed two-year lease is for one office suite on the third floor of Everett Station.

Recommendation (exact action requested of Council):

Authorize Mayor to execute the Lease Agreement with Ritchie Law PLLC at Everett Station.



STANDARD LEASE

This Lease is made as of the date of the Mayor's signature below, between the City of Everett, a Washington municipal corporation ("**Landlord**"), and the Tenant identified below in the Basic Lease Provisions ("**Tenant**").

1. BASIC LEASE PROVISIONS. The following definitions and provisions apply and are part of this Lease:

Tenant	Ritchie Law, PLLC, a professional limited liability company
	316 N Neel St
	Kennewick, WA 99336-2663
	brandon@rrinjurylaw.com and eric@rrinjurylaw.com
Base Rent	\$616 per month + \$79.10 Leasehold Tax (12.84%) Total Monthly Rent: \$695.10 Base rent shall increase at the rate of 3% annually, beginning April 1, 2027.
Security Deposit	\$ 695.10 (if "0" or left blank, then there is no security deposit)
Building	The building located at 3201 Smith Avenue in Everett, Washington, in which the Leased Premises is located. The legal description of real property on which the Building is located is attached as <u>Exhibit A</u> . If the parties determine that a drawing of the Leased Premises is necessary, it will also be included as part of <u>Exhibit A</u> .
Leased Premises	Approximately 308 square feet of commercial space comprised of Suite 313, and as illustrated in the floor plan attached as Exhibit A. Rentable area includes limited prorated share of the common area, which currently includes restrooms.
Term	Twenty-four (24) months, beginning April 1, 2026.
Extension Term	The terms and conditions of Extension Term(s), if any, are provided in <u>Exhibit B</u> . If there is no <u>Exhibit B</u> , then there are no Extension Term(s).
Approved Use	Commercial office space
Special Termination Right	Landlord may terminate this Lease for convenience at any time with a minimum thirty (30) days notice to Tenant. A termination for convenience is not a default under this Lease by either party, and Tenant's obligation to

	pay Base Rent and Additional Rent is only for Base Rent and Additional Rent accruing prior to the effective date of the termination for convenience.
Landlord Notice Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Bldg. 100 Everett, WA 98201
Services Provided by Landlord	Landlord will provide common utilities (electrical, plumbing, HVAC), garbage, janitorial, common area repairs and maintenance, building insurance. Landlord to provide maintenance and repairs to structural components in Leased Premises unless caused by Tenant's misuse or negligence.
Additional Requirements Regarding Signs	With Landlord's prior review and approval, Tenant (at Tenant's sole cost) may install signage, subject to approval by the local municipality having jurisdiction of the property. Landlord shall also provide a directory in the main lobby, as well as directional signage at the elevator, directing visitors to the common Suite entrance down the hallway. Tenant would be responsible for the cost of any placards, et
Additional Rules	Enter additional rules or N/A
Additional Provisions	A. Tenant may be responsible for certain operating expenses associated with the Premises, including suite specific repairs and maintenance, and any other space specific services (phone/internet, etc.) B. Section 23(a) below is replaced with the following: Landlord and Tenant acknowledge that Lee & Associates Commercial Real Estate Services, LLC represents the Landlord in this transaction. Landlord shall be responsible for paying commissions to Lee & Associates pursuant to a separate listing agreement. Landlord and Tenant warrant to one another that, except for Lee & Associates, neither has engaged a broker in connection with this Lease and agree to indemnify the other if a claim for a fee or commission from any person other than Lee & Associates arises in connection with this transaction as a result of such indemnifying parties' activities. All parties acknowledge receipt of the pamphlet entitled, "Real Estate Brokerage in Washington."
Landlord Work	If Landlord has agreed to construct improvements in the Leased Premises, such work is shown in <u>Exhibit C</u> . If there is no <u>Exhibit C</u> , Landlord has not agreed to construct any improvements in the Leased Premises.
Lease Guaranty	Name of Guarantor, if any: Brandon Ritchie and Eric Reiersen, jointly and severally.

	The terms and conditions of the Lease Guaranty, if any, are provided in <u>Exhibit D</u> . If there is no <u>Exhibit D</u> , then there is no Guarantor or Lease Guaranty.
Parking	The parking provisions of this Lease, if any, are provided in <u>Exhibit E</u> . If there is no <u>Exhibit E</u> , then there are no parking provisions applicable to this Lease.
Tenant Insurance Contact Information	Highstreet Insurance & Financial Services
	509-736-3599
	Kennewick.tucannon.info@highstreetins.com

2. LEASED PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises. Tenant has examined the Leased Premises and is in all respects familiar with the Leased Premises and the improvements in the Leased Premises and Building. Tenant accepts the Leased Premises and its improvements in their “as is” condition. Tenant further acknowledges and agrees that (a) except as specifically provided in this Lease, Landlord has made no representations or warranties to Tenant with respect to the Leased Premises or the Building, (b) Tenant is not relying on any representations or warranties by any person regarding the Leased Premises or the Building, and (c) except for Landlord Work, if any, described in Section 1 and Exhibit C to this Lease, Landlord has no obligation to construct any improvements to the Leased Premises or the Building.

3. TERM. The term of this Lease is for the Term stated in Section 1 of this Lease. The terms and conditions of one or more Extension Terms, if any, are provided in the attached Exhibit B.

(a) If Landlord cannot deliver possession of the Leased Premises for any reason at the commencement of the Term, such non-delivery will not (i) cause Landlord liability for damages, (ii) cause the Lease to become void or voidable, or (iii) cause the Term to be extended. However, in such event Tenant will not be liable for rent until Landlord can deliver possession, and if possession is delayed by over ninety (90) days, Tenant may terminate this Lease by written notice to Landlord, so long as the written notice is delivered to Landlord prior to delivery of possession of the Leased Premises to Tenant.

(b) The Lease may be terminated by Landlord pursuant to its Special Termination Right set forth in Section 1 above, in addition to any other termination rights that may be contained in this Lease.

4. RENT. During the term of this Lease, Tenant shall pay the Base Rent by the first day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue

Everett, WA 98201

or such other place as Landlord may from time to time designate in writing. Tenant shall also pay to Landlord items described as “**Additional Rent**” in this Lease, including, without limitation, Leasehold Excise Tax (as defined below). If any rent is, at any time, five (5) or more days past due, Tenant shall pay a late charge equal to ten percent (10%) of the past due rent. In addition, interest will accrue on the past due amount from the date due until paid in full at a per annum rate, which is the lesser of the highest interest rate permitted by applicable law or twelve percent (12%) per annum (the “**Default Rate**”). Tenant shall make all rent payments without deduction or offset. Rent for partial months, if any occur, will be prorated.

5. USE. Tenant shall use the Leased Premises only for the Approved Use stated in Section 1. Tenant shall not use or permit the use of the Leased Premises for any other use without the prior written consent of Landlord, which may be withheld at Landlord’s sole discretion. Tenant shall abide by the rules and regulations governing the Leased Premises or the Building that may be made by Landlord from time to time, including, without limitation, those described in Section 1 above. Tenant shall use reasonable methods to induce customers, clients and all persons invited by Tenant to observe such rules and regulations.

6. COMPLIANCE WITH LAW. Tenant shall not do anything or suffer anything to be done in or about the Leased Premises which will in any way violate or conflict with any Governmental Requirements (as defined below). At its sole cost and expense, Tenant shall obtain all required permits in connection with its use, occupancy and operation of the Leased Premises and shall promptly comply with all Governmental Requirements. Should any Governmental Requirement now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant shall, at its sole cost and expense, comply promptly with such Governmental Requirements. Tenant shall be responsible, at its sole cost and expense, to make all alterations to the Leased Premises that are required to comply with Governmental Requirements. Tenant shall not use or permit the use of the Leased Premises in any manner that may create a nuisance. Tenant shall not use any machinery or equipment in the Leased Premises which might be injurious to the Leased Premises or to the Building or which might cause noise or vibration that would be objectionable to other persons. “**Governmental Requirements**” means any and all statutes, ordinances, codes, laws, rules, regulations, standards, orders and directives, now in force or which may hereafter be enacted or promulgated, of the United States of America, the State of Washington, any county, city, district, municipality or other governmental subdivision, court or agency or quasi-governmental agency with jurisdiction and any board, agency or authority associated with any such governmental entity, as now or later amended, promulgated or issued and all current or future final orders, judgments or decrees of any court with jurisdiction interpreting or enforcing any of the foregoing.

7. INSPECTION AND RIGHT-OF-ENTRY. Landlord and its agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right, but not the duty, to immediately enter upon the Leased Premises to remedy

any conditions or circumstances caused by Tenant's failure to comply with the terms hereof, and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with the remedy of such conditions or circumstances within thirty (30) days of demand.

8. MAINTENANCE OF PREMISES. Tenant shall at all times throughout the Term keep the Leased Premises in good order, condition and repair. Tenant shall maintain the Leased Premises in a clean, orderly and neat appearance, and shall not permit any offensive odors to emit from the Leased Premises and shall not commit waste nor permit any waste to be committed in the Leased Premises. Except for maintenance attributable (a) to Tenant's breach of its obligations under this Lease, (b) to Tenant's acts or omissions or those of Tenant's employees, agents or contractors, or (c) to improvements made by Tenant, Landlord shall maintain the roof, exterior walls, foundation, HVAC and building structure of the Leased Premises in a good state of repair.

9. LANDLORD'S ACCESS FOR REPAIRS. Landlord reserves the right to make repairs, alterations, connections or extensions to the Leased Premises and the Building as Landlord deems necessary ("**Landlord Repairs**"), and Tenant shall permit Landlord to enter the Leased Premises for the purpose of making Landlord Repairs at any time on reasonable notice (except in the case of an emergency in which case no notice shall be required). Tenant shall have no right to abate rent or receive any compensation by reason of inconvenience or annoyance arising from Landlord Repairs. This Section 9 does not create any duty on the part of Landlord to make Landlord Repairs. Tenant agrees to pay to Landlord as Additional Rent the entire cost of Landlord Repairs which are necessary due to Tenant's negligence or breach of this Lease together with a fee for overhead and administrative expenses equal to 10% of such costs.

10. LANDLORD-PROVIDED SERVICES. Landlord shall provide the Leased Premises with services as described in Section 1 of this Lease. Landlord shall in no case be liable for damages (including consequential damages) or in any way be responsible for the loss to Tenant of such services arising from the failure of, diminution of or interruption of such services to the Leased Premises, unless (a) such failure of, diminution of or interruption of any such service was caused by the gross negligence or willful misconduct of Landlord, its agents or contractors, and (b) any such claims are not covered by the business interruption insurance required to be maintained by Tenant pursuant to this Lease, nor will such failure of, diminution of or interruption be deemed an eviction of Tenant or release Tenant from any of Tenant's obligations under this Lease. To the extent that Landlord bears any responsibility for the foregoing, Landlord's responsibility and Tenant's remedy shall be limited to an abatement in Base Rent for the period beginning with (i) the day which is five (5) consecutive days after the date on which Tenant delivers notice to Landlord of such interruption, deprivation or reduction and of the fact that Tenant is being deprived of all reasonable use of the Leased Premises and ending on (ii) the date such interruption, deprivation or reduction which is Landlord's responsibility is no longer causing Tenant to be deprived of all reasonable use of the Leased Premises.

11. UTILITIES AND OTHER CHARGES.

(a) Utility Charges. With respect to services other than those described as Landlord-provided in Section 1 of this Lease, Tenant shall be responsible for, and pay prior to delinquency, all charges for utilities or services used or consumed on or supplied to the Leased

Premises, including the charges, if any, for installing meters. Meter locations and installation methods shall be subject to Landlord's prior written consent, which may be withheld in its sole discretion.

(b) Licenses and Taxes. Tenant shall pay when due all license fees, excise taxes, business and occupation taxes and any other fees and taxes pertaining to the business conducted on the Leased Premises and all personal property taxes levied with respect to all personal property located at the Leased Premises.

(c) Leasehold Excise Tax. Tenant shall pay Landlord as Additional Rent, all leasehold excise tax, as required by RCW 82.29A or any other Governmental Requirement, in lieu of real property taxes, and any taxes levied or assessed in lieu of the foregoing, in whole or in part (collectively, "**Leasehold Excise Tax**"). Leasehold excise tax is calculated by the State of Washington using a percentage multiplier of either the rent required under this Lease or an imputed fair market value, and as a result, Tenant shall be responsible for any increases in leasehold excise tax that result from an increase in rent for the Leased Premises over the term of the Lease, or for the increases due to an increase in the statutory rate during the term of this Lease. If Tenant provides Landlord with a proof of exemption from payment of leasehold excise tax issued by the Washington State Department of Revenue, then Tenant shall not be required to pay leasehold excise tax for the period that such exemption is effective. If the exemption is of limited duration, Tenant shall be required to obtain documented renewal of such exemption and provide such to Landlord in order to claim continued exemption under this Lease. To the extent that any rent credit provisions are a part of this Lease, Tenant's obligation to pay leasehold excise tax shall not be obviated by such credit.

12. ALTERATIONS AND FIXTURES; SIGNS. Tenant shall not make or permit to be made any alterations, additions, improvements or installations in or to the Leased Premises (including telecommunication facilities), or place signs or other displays visible from outside of the Leased Premises (individually and collectively "**Tenant Alterations**"), without first obtaining the consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant shall deliver to Landlord complete plans and specifications for any proposed Tenant Alterations and, if consent by Landlord is given, all such work shall be performed at Tenant's sole cost and expense by Landlord or, with Landlord's consent, by Tenant with contractors approved by Landlord. Tenant shall be authorized to perform Tenant Alterations only to the extent and under such terms and conditions as Landlord, in its absolute discretion, shall specify. All Tenant Alterations performed by Tenant shall be (a) completed in accordance with the plans and specifications approved by Landlord; (b) completed in accordance with all Governmental Requirements (including, without limitation, Chapter 39.12 RCW); (c) carried out promptly in a good and workmanlike manner; (d) completed with all new materials; and (e) free of defects in materials and workmanship.

13. SUBLETTING AND ASSIGNMENT.

(a) Assignment and Subletting by Tenant. Tenant shall not sublet the whole or any part of the Leased Premises, nor assign this Lease, or any part thereof, without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion. This Lease is not assignable by operation of law. If Tenant is a corporation (or after incorporation), then any transfer of this Lease by merger, consolidation or liquidation, or any change in the

ownership of, or power to vote the majority of Tenant's outstanding stock, will constitute an assignment for the purposes of this Section. If Tenant is a partnership or limited liability company, then any dissolution or termination of the partnership or limited liability company or change in control of the partnership or limited liability company or in a majority of the interests held by the partners or members thereof will constitute an assignment for purposes of this Section. Any assignment made by Tenant will not become effective until the assignee, in a written instrument acceptable to Landlord at Landlord's sole discretion, assumes this Lease and agrees to perform and be bound by all of the obligations of Tenant accruing under this Lease from and after the date of assignment. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant under this Lease. Acceptance of rent by Landlord from any person other than Tenant will not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Whether or not Landlord consents to any proposed assignment of this Lease, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord not to be less than two thousand five hundred dollars (\$2,500), within thirty (30) days after demand by Landlord.

(b) Assignment by Landlord. Landlord shall have the right to assign and transfer, in whole or in part, its rights and obligations under this Lease and in any and all of the Building and the real property upon which it is situated. If Landlord so assigns this Lease or sells or transfers any or all of the Building, Landlord shall, upon consummation of such assignment or transfer be released automatically from any liability under this Lease for obligations to be performed or observed after the date of the assignment or transfer. After the effective date of the assignment or transfer, Tenant must look solely to Landlord's successor-in-interest for all liability and obligations hereunder.

14. SURRENDER OF LEASED PREMISES.

(a) Surrender. Tenant shall, at the expiration or earlier termination of this Lease, surrender and deliver the Leased Premises to Landlord (i) in as good condition as when received by Tenant from Landlord or as later improved, reasonable use and wear excepted, and (ii) free from any tenancy or occupancy by any person.

(b) Removal of Property. Upon the expiration or earlier termination of this Lease, Tenant may remove its personal property, office supplies and office furniture and equipment if (i) such items are readily moveable and are not attached to the Leased Premises; (ii) such removal is completed prior to the expiration or earlier termination of this Lease; and (iii) Tenant immediately repairs all damage caused by or resulting from such removal. All Tenant Alterations shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises, unless Landlord requires their removal. If removal is required, Tenant shall, at its sole cost and expense, remove all (or such portion as Landlord shall designate) of the Tenant Alterations, repair any damages resulting from such removal and return the Leased Premises to the same condition as existed prior to such Tenant Alterations.

(c) Holding Over. If Tenant holds over after the expiration of the term of the Lease with Landlord's express prior written consent, which may be withheld at Landlord's sole discretion, such holding over will be construed as a tenancy from month-to-month on the terms and conditions set forth in this Lease, which tenancy may be terminated by either party upon at least thirty (30) days' written notice to the other party, effective as of the last day of a calendar month. If Tenant holds over after the expiration of the Term or earlier termination thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a daily rate equal to three times the amount of the daily Base Rent applicable during the last rental period of the Term under this Lease. Such tenancy shall be subject to every other applicable term, covenant and agreement contained herein. Nothing contained in this Section 14(c) shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Leased Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. If Tenant fails to surrender the Leased Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender and any lost profits to Landlord resulting therefrom. Tenant agrees that any proceedings necessary to recover possession of the Leased Premises, whether before or after expiration of the Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith.

15. INDEMNIFICATION.

(a) Indemnity. Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Tenant's use of the Leased Premises or from the conduct of Tenant's business or from any activity, work, or other things done or permitted by Tenant in or about the Leased Premises, (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, (c) any act or omission, negligence or willful misconduct of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises from any cause other than and to the extent of Landlord's gross negligence or willful misconduct. Tenant shall give prompt notice to Landlord in case of casualty or accident in the Leased Premises. This Section 15 shall survive the expiration or termination of this Lease. For the purposes of this Lease, the claims, actions, damages, liability and expenses for which Tenant must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

(b) Concurrent Fault. This Section does not purport to indemnify Landlord against liability for Covered Claims caused by or resulting from the sole gross negligence or willful

misconduct of Landlord, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) Landlord, its officers, employees or agents, and (ii) Tenant, its agents, servants, employees, officers, subcontractors, sublicensees, subtenants, successors or assigns, then this Section will provide Landlord the maximum indemnification permitted by law.

(c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to maximum extent allowed by law. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

(d) Waiver and Release. Landlord shall not be liable to Tenant, or its directors, officers, shareholders, agents, employees, invitees, subtenants, contractors or licensees, for any loss, injury or damage to Tenant or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of Landlord or its employees without contributory negligence on the part of Tenant or any of its directors, officers, shareholders, employees, agents, invitees, subtenants, licensees or contractors. As a material part of the consideration to Landlord for this Lease, Tenant hereby waives and releases all claims against Landlord with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

16. INSURANCE/WAIVER OF SUBROGATION.

(a) Tenant Insurance. Tenant shall, throughout the Term, at its own expense, keep and maintain in full force and effect each and every one of the following policies, each of which shall be endorsed as needed to provide that the insurance afforded by these policies is primary and that all insurance carried by Landlord and Landlord's self-insurance is strictly excess and secondary and shall not contribute with Tenant's liability insurance:

(i) A policy of commercial general liability insurance, including a contractual liability endorsement covering Tenant's obligations under Section 15 above, insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Commencement Date of this Lease of not less than Two Million Dollars (\$2,000,000.00) per occurrence and location. Tenant shall include Landlord and Landlord's officers, elected officials, employees, agents, and volunteers as additional insureds. The limit shall be reasonably increased during the Term at Landlord's request.

(ii) "Special Form" property insurance (which is commonly called "all risk") covering Tenant Alterations and any and all furniture, fixtures, equipment, inventory, improvements and other property in or about the

Leased Premises which is not owned by Landlord, for the then, entire current replacement cost of such property.

(iii) Business interruption insurance in an amount sufficient to cover costs, damages, lost income, expenses, Base Rent, Additional Rent and all other sums payable under this Lease, should any or all of the Leased Premises not be usable for a period of up to twelve (12) months.

(iv) A policy of worker's compensation insurance if and as required by applicable law and employer's liability insurance with limits of no less than One Million and No/100 Dollars (\$1,000,000.00).

(v) In the event Tenant acquires company automobiles, a policy of comprehensive automobile liability insurance, including loading and unloading, and covering owned and hired vehicles with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence.

(b) All insurance policies required under this Section 16 shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class VII. Each policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to Landlord. Tenant shall deliver to Landlord, prior to the commencement of its occupation of the Leased Premises and, from time to time thereafter, at Landlord's request, certificates evidencing the existence and amounts of all such policies and copies of such insurance policies. There shall be no deductible amount applicable with respect to the Tenant's policy of commercial general liability insurance, unless approved in advance by Landlord in writing. Deductibles for Tenant's "special form" property insurance shall be commercially reasonable and customary. There shall be no self-insured retention with respect to the insurance requirements under this Section 16, unless approved in advance in writing by Landlord in its sole discretion.

(c) If Tenant fails to acquire or maintain any insurance or provide evidence of insurance required by this Section 16, Landlord may, but shall not be required to, obtain such insurance or evidence and the costs associated with obtaining such insurance or evidence shall be payable by Tenant to Landlord on demand together with a fee for overhead and administrative expenses equal to 10% of such costs.

(d) Receipt by the Landlord or the Landlord's designee of any certificate or other insurance document showing less coverage than required is not a waiver of Tenant'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 Tenant's obligations to fulfill the requirements of this Section.

(e) Waiver of Subrogation. Tenant intends that its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Tenant hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Tenant hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured

to recover thereunder. Tenant agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

17. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

(a) If the Leased Premises are damaged by fire, earthquake or other casualty ("**Casualty**"), Tenant shall give immediate written notice to Landlord. If Landlord estimates that (i) the damage can be repaired to meet Tenant's business needs within one hundred eighty (180) days after Landlord is notified by Tenant of such damage, and (ii) if there are sufficient insurance proceeds available to repair such damage, then Landlord shall proceed with reasonable diligence to restore the Leased Premises to substantially the condition which existed prior to the damage and this Lease shall not terminate. If either of the conditions set forth in (i) and (ii) of the previous sentence are not satisfied, then Landlord may elect, in its sole and absolute discretion, to either: (x) terminate this Lease or (y) restore the Leased Premises to substantially the same condition which existed prior to the damage and this Lease shall continue. Notice of Landlord's election shall be delivered to Tenant within ninety (90) days after the date Landlord receives written notice of the damage. Failure to deliver notice within the specified period shall be treated as an election not to restore. Tenant agrees to look to the provider of Tenant's insurance for coverage for the loss of Tenant's use of the Leased Premises and any other related losses or damages incurred by Tenant during any reconstruction period following a Casualty.

(b) If the Building is damaged by Casualty and more than fifty percent (50%) of the Building is rendered untenable, without regard to whether the Leased Premises are affected by such damage, Landlord may, in its absolute discretion, elect to terminate this Lease by notice in writing to Tenant within thirty (30) days after the date Landlord receives written notice of the damage. Such notice shall be effective twenty (20) days after delivery to Tenant unless a later date is set forth in Landlord's notice.

18. CONDEMNATION. If the property or any part thereof wherein the Leased Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of Landlord shall terminate and Tenant shall have no claim or interest in or to any award of damages for such taking. In the case of a taking of a part of the Leased Premises or a portion of the Building not required for Tenant's reasonable use of the Leased Premises, this Lease shall continue in full force and effect and the Base Rent shall be equitably reduced based on the proportion by which the floor area of the Leased Premises is reduced, such reduction in Base Rent to be effective as of the date the physical taking occurs. Landlord reserves all rights to damages or awards for any taking by eminent domain relating to the Leased Premises, the Building and the real property upon which the Building is situated, and the unexpired term of this Lease. Tenant assigns to Landlord any right Tenant may have to such damages or award and Tenant shall make no claim against Landlord for damages for termination of its leasehold interest or interference with Tenant's business. Tenant shall have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be entitled for Tenant's moving expenses or other relocation costs if they are awarded separately to Tenant in the eminent domain proceedings and do not reduce the damages or award to Landlord.

19. EVENTS OF DEFAULT. Each of the following occurrences is an “*Event of Default*”:

(a) Payment Default. Tenant’s failure to pay rent or any other amount due under this Lease within five (5) days after Landlord has delivered written notice to Tenant that such amount is due; however, an Event of Default shall occur without any obligation of Landlord to give any written notice if Tenant fails to pay rent when due and, during the twelve (12) month interval preceding such failure, Landlord has given Tenant written notice of failure to pay rent on one (1) or more occasions;

(b) Abandonment. Tenant abandons or vacates the Leased Premises or any substantial portion of the Leased Premises combined with the non-payment of rent;

(c) Other Defaults. Except as otherwise provided in this Section 19 or elsewhere in this Lease, Tenant’s failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof or such shorter or longer period expressly provided elsewhere in this Lease (provided, if the nature of Tenant’s failure is such that more time is reasonably required in order to cure, an Event of Default shall not be deemed to have occurred and such failure may be cured if Tenant commences to cure such failure within such period and thereafter reasonably and diligently pursues the cure to completion, such period in no event to exceed ninety (90) days from the date of Landlord’s original default notice);

(d) Insolvency. The filing of a petition by or against Tenant (the term “*Tenant*” shall include, for the purpose of this Section, any guarantor of Tenant’s obligations hereunder) (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant’s property or for Tenant’s interest in this Lease; (iv) for the reorganization or modification of Tenant’s capital structure; or (v) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) days after its filing.

(e) Failure to Surrender. Tenant fails to surrender possession of the Leased Premises at the expiration or earlier termination of his Lease in the condition required by this Lease.

(f) Multiple Events of Default. Notwithstanding any cure periods specified in this Section 19, after the occurrence during the Term of any two events which after the giving of notice or the lapse of time would become an Event of Default, Tenant shall neither be entitled to notice nor an opportunity to cure and Landlord, at its option, may immediately declare an Event of Default.

20. REMEDIES. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord under this Lease or by law or equity, take any one or more of the following actions:

(a) Termination of Lease. Terminate this Lease by giving Tenant written notice, in which event Tenant shall pay to Landlord the sum of (i) all rent accrued under this Lease through the date of termination, (ii) all other amounts due hereunder, plus interest at the Default Rate, and (iii) an amount equal to the total rent that Tenant would have been required to pay for the remainder of the Term discounted to present value based on the then U.S. Treasury yield rate for ten-year notes; or

(b) Termination of Possession. Terminate Tenant's right to possess the Leased Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (i) all rent and other amounts accrued under this Lease to the date of termination of possession, (ii) all amounts due from time to time, and (iii) all rent and other net sums required under this Lease to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during such period, after deducting all reasonable costs incurred by Landlord in reletting the Leased Premises. If Landlord elects to proceed under this subsection, Landlord may remove all of Tenant's property from the Leased Premises and store the same in a public warehouse at a reasonable cost to, and for the account of, Tenant, without becoming guilty of trespass, or liable for any reasonable loss or damage that may be occasioned thereby. Landlord shall use commercially reasonable efforts to relet the Leased Premises on such terms as Landlord in its sole discretion may determine (including a lease term different from the Term, rental concessions, use of brokers and alterations to, and improvement of, the Leased Premises); however, Landlord is not obligated to relet the Leased Premises before leasing other portions of the Building or property and Landlord is not obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's reasonable, then existing leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations under this Lease be diminished because of, Landlord's failure to relet the Leased Premises or to collect rent due for such reletting. Tenant is not entitled to the excess of any consideration obtained by reletting over the rent due under this Lease. Reentry by Landlord in the Leased Premises shall not affect Tenant's obligations under this Lease for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all reasonable actions taken by Landlord to dispossess or exclude Tenant from the Leased Premises shall be deemed to be taken under this subsection 20(b). If Landlord elects to proceed under this subsection 20(b), it may at any time elect to terminate this Lease. Tenant hereby waives all claims for damages that may be caused by Landlord's re-entering and taking possession of Leased Premises or removing and storing the property of Tenant as provided in this Lease, and will save Landlord harmless from loss, costs or damages occasioned Landlord thereby, and no such re-entry shall be considered or construed to be forcible entry.

21. HAZARDOUS MATERIALS.

(a) No Hazardous Materials. Tenant shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Leased Premises or the Building; provided, however, Tenant shall be permitted without notice or Landlord's written consent to handle, store, use or dispose of products containing small

quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Tenant for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Leased Premises. Tenant further covenants and agrees that at all times during the Term of this Lease, Tenant shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Tenant's occupation and/or operation and/or use of the Leased Premises or any other portion of the Building. Prior to the expiration or termination of this Lease or such earlier time as may be required by Landlord or applicable law, Tenant shall, at Tenant's sole cost and expense and in accordance with all Environmental Laws and after obtaining Landlord's written consent which may be subject to such conditions as Landlord deems necessary, (i) remove from the Leased Premises and the Building any and all Hazardous Materials which Tenant, its employees, agents, contractors and/or sublessees, or invitees have used, sold, released, generated or disposed of in, on or about the Leased Premises or the Building and (ii) restore the Leased Premises and the Building to their condition existing prior to the appearance of such use, sale, release, generation or disposal of Hazardous Materials.

(b) Indemnification. In addition to Tenant's indemnity, defense, and hold harmless obligations elsewhere in this Lease, if Tenant breaches this Section 21, or if the use, sale, release, generation or disposal of Hazardous Materials caused or permitted by Tenant causes contamination or other damage of the Leased Premises or the Building or any property in the vicinity of the Building, or if contamination or other damage to the Leased Premises by Hazardous Materials otherwise occurs for which Tenant is responsible or otherwise legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all liabilities, obligations, charges, losses, damages, penalties, claims, demands, actions, suits, judgments, costs, expenses and disbursements (including, without limitation, diminution in value of the Leased Premises or the Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term as a result of such contamination or damage. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater on or under the Leased Premises or the Building.

(c) **"Hazardous Materials"** means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

(d) **"Environmental Laws"** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without

limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

(e) All portions of this Section 21 shall survive the expiration or termination of this Lease.

22. RELOCATION. Landlord reserves the right to relocate Tenant from the Leased Premises into other premises within the Building owned by Landlord similar in size and convenience to the Leased Premises. If Landlord elects to so relocate Tenant, Landlord shall deliver written notice to Tenant at least forty-five (45) days in advance of the relocation date. Upon relocation, this Lease shall be amended by substituting the description of the relocated premises and all rights of Tenant to the original Leased Premises shall cease. Landlord shall reimburse Tenant for the actual, reasonable out-of-pocket costs incurred in (a) moving into the new location, (b) relocating telecommunication facilities and other electronic installations and (c) reprinting stationery, business cards and similar Tenant forms and supplies.

23. MISCELLANEOUS

(a) No Brokers. Landlord and Tenant warrant to one another that neither has engaged a broker in connection with this Lease and agree to indemnify the other if a claim for a fee or commission arises in connection with this transaction as a result of such indemnifying parties' activities.

(b) Not Used.

(c) Estoppel Certificates. Tenant shall, at any time, on not less than ten (10) days prior written notice from Landlord, sign and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the date to which the rent, security deposit, and other charges are paid in advance, if any, and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or Tenant under this Lease, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or Building. Tenant's failure to deliver such statement within such time period shall be conclusive upon Tenant that (x) this Lease is in full force and effect, without modification except as may be represented by Landlord, (y) there are no uncured defaults in Landlord's performance, and (z) not more than one (1) month's rent has been paid in advance.

(d) Liens. Tenant shall keep the Leased Premises free and clear of all liens and encumbrances arising from or out of its use and occupancy of the Leased Premises and Building.

If any lien is filed against the Leased Premises or the Building or adjacent or underlying property owned by Landlord as a result of the action or inaction of Tenant or its employees, agents or contractors, Tenant shall upon demand promptly have the lien released or provide Landlord with a bond in the amount required by Landlord to remove the lien of record. Nothing in this Lease, including this subsection, shall be deemed as a concession that the Leased Premises, or any other City-owned property, is subject to lien under Washington law.

(e) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in Section 1 of this Lease. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid.

(f) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. One or more waivers of any breach of any covenant, term, or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(g) Landlord Exculpation. The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Leased Premises shall be limited solely and exclusively to the interest of Landlord in the Building.

(h) No Consequential Damages. Notwithstanding any contrary provision herein, Landlord shall not be liable under any circumstances for injury or damage to, or interference with, Tenant's business, or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

(i) Heirs. The rights, liabilities, and remedies provided for herein shall extend to and be binding upon the heirs, legal representatives, successors and, so far as the terms of this Lease permit, assigns of the parties hereto; and the words "Landlord" and "Tenant" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

(j) Joint and Several Liability. If Tenant is composed of more than one signatory to this Lease, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, notice to, notice from, refund to or signature of, any signatory to this Lease (including, without limitation,

modifications of this Lease made by fewer than all such signatories) shall bind every other signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

(k) Recording. Tenant agrees that Landlord, at its sole option, may record a written memorandum of this Lease, and that Tenant shall have no right to record this Lease or such a memorandum.

(l) Costs and Attorney's Fees. If, by reason of any default or breach on the part of Tenant in the performance of any of the provisions of this Lease, it becomes necessary for Landlord to institute legal action to interpret this Lease or as a result of the breach or default, then Tenant agrees to pay all reasonable costs and attorney's fees incurred by Landlord in connection therewith, including, without limitation, those on any appeal or in any bankruptcy action.

(m) Entire Agreement; Amendment. This Lease represents the entire agreement between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

(n) Severability. If any provision of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this Lease and any other application of such provision shall not be affected thereby. If this Lease is invalidated or deemed unenforceable in its entirety by a court of competent jurisdiction, such event will be deemed a termination for convenience, which not a default under this Lease by either party, and Tenant's obligation to pay Base Rent and Additional Rent is only for Base Rent and Additional Rent accruing prior to the effective date of the termination for convenience.

(o) Choice of Law and Venue. This Lease shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this Lease shall be in Snohomish County, Washington.

(p) Survivability. All clauses of this Lease that require performance beyond the expiration of termination of the Lease shall survive such termination or expiration.

(q) Legislative Appropriation. If the term of this Lease extends beyond Landlord's current fiscal year, the obligations of Landlord in succeeding fiscal years are contingent upon legislative appropriation for the specific purpose of funding this Lease in accordance with law. In the event that funds are not so appropriated, Landlord may terminate this Lease without penalty or further obligation.

(r) Standard for Landlord's Consent. Wherever Landlord's consent or approval is required under this Lease, except as expressly stated to the contrary herein, the standard for Landlord's consent or approval shall be Landlord's sole discretion.

(s) Reimbursement of Landlord. Landlord's reasonable costs and expenses (including, without limitation, architects', engineers', attorneys' and other consultants' fees) incurred in consideration of, or in response to, a request by Tenant for any Landlord consent,

including but not limited to, consents to an assignment, a subletting or the presence or use of Hazardous Materials, shall be paid by Tenant upon receipt of an invoice therefor.

(t) Business Licenses. Tenant agrees to obtain and/or maintain a City of Everett business license, if required by applicable law. Tenant also agrees that its performance of this Lease shall be conclusively deemed to have been performed in Everett and shall pay all applicable local, state, and federal taxes thereon. Tenant agrees to register, obtain, and maintain any State of Washington business licenses, Department of Revenue account and/or unified business identifier as required by RCW 50.04.140 and 51.08.195.

(u) No Third Party Beneficiary. This Lease is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, interest, claim or cause of action in or for any third-party.

(v) Regulatory Authority Reserved. Tenant expressly acknowledges that the Landlord is a municipal corporation organized under the laws of the state of Washington and has executed this Lease in its capacity as owner of the Leased Premises. Nothing in this Lease shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this Lease shall be construed as entitling Tenant to receive any permit, license or other regulatory approval, or as waiving or excusing Tenant's compliance with any applicable regulatory process.

(w) Public Records Disclosure. Tenant expressly acknowledges that the Landlord is an "agency" as defined by Chapter 42.56 RCW, and is fully subject to the provisions governing the disclosure of public records codified in that statute. To the extent required or otherwise authorized by said statutes or other applicable law:

- Any public records submitted to or generated by Landlord in connection with this Lease are potentially subject public to inspection and copying upon request. Tenant expressly waives any claim or cause of action against Landlord arising out of such disclosure.
- Tenant shall fully cooperate with and assist Landlord with respect to any request for public records received by Landlord and related to any public records generated, produced, created and/or possessed by Landlord and related to this Lease. Upon written demand by Landlord, Tenant shall furnish Landlord with full and complete copies of any such records within ten business days. Tenant's failure to timely provide such records upon demand shall be deemed a breach of this Lease. To the extent that Landlord incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Tenant shall fully indemnify and hold harmless Landlord therefor.

For purposes of this subsection, the term “public records” shall have the same meaning as defined Chapter 42.56 RCW, as such chapter has been construed by Washington courts. The provisions of this subsection shall survive the expiration or termination of this Lease.

(x) Counterparts; Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

[signatures on following page(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this lease.

LANDLORD:

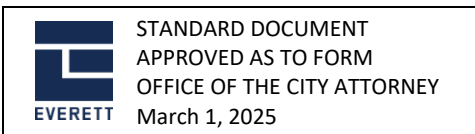
**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk



TENANT:

RITCHIE LAW PLLC

Signature: _____

Name of Signer: BRANDON RITCHIE

Title of Signer: Principal

Signature: _____

Name of Signer: ERIC REIERSEN

Title of Signer: Principal

EXHIBIT A

Legal Description of Property at 3201 Smith Avenue

That portion of Blocks 744 and 759 in the Everett Land Company's First Addition to the City of Everett, according to the plat thereof recorded in Volume 3 of Plats, Page 20, vacated 32nd Street and the east half of the northwest quarter of Section 29, Township 29 North, Range 5 East W.M. in Snohomish County, Washington, described as follows:

Beginning at the southwest corner of Lot 3, said Block 759: thence northwesterly along the northeasterly right-of-way line of Smith Avenue, according to the recorded plat thereof, in Volume 3 of Plats, Page 20, to the northwest corner of Lot 13, said Block 744; thence northeasterly along the northwest line of said Lot 13 and the northeasterly extension of said line to the point of intersection with a line drawn parallel with, and distant 40.0 feet southwesterly of Burlington Northern Railroad Company's Main Track centerline, as now located and constructed; thence southeasterly along said parallel line to the point of intersection with the northeasterly extension of the southeasterly line of said Lot 3, Block 759; thence southwesterly along said southeasterly line to the point of beginning.

Leased Premises

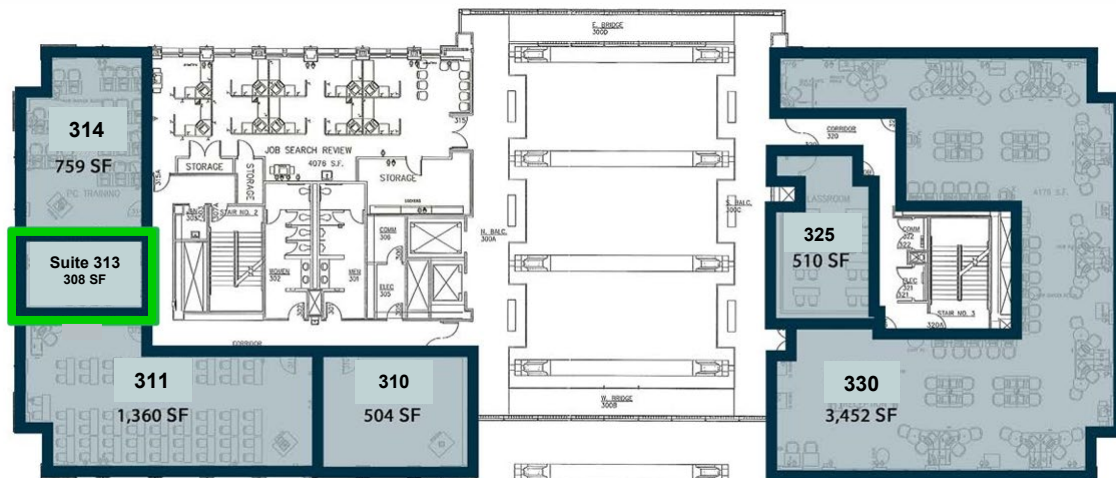


EXHIBIT B

Terms and Conditions of Extension Term

N/A

EXHIBIT C

Landlord Work

Leased Premises to be delivered to Tenant in its current condition, except that Landlord shall complete the work outlined below, per Landlord's base building specifications:

Replace carpeting with new building-standard;
Paint the interior walls



EXHIBIT D

Lease Guaranty

GUARANTY OF LEASE

Guarantor	Brandon Ritchie and Eric Reiersen, jointly and severally
Tenant	Ritchie Law PLLC
Date of Lease Agreement	4/1/2026
Address of Leased Premises	3201 Smith Ave., Everett, WA 98201

For valuable consideration, and as an inducement to the City of Everett, a Washington municipal corporation ("**Landlord**") to agree to and enter into the Lease Agreement with the Tenant shown in the table above (the "**Tenant**") dated on or about the date shown in the table above (the "**Lease**"), which covers certain premises located at the address in the table above and otherwise may be described in the Lease, the undersigned Guarantor shown in the table above (the "**Guarantor**"), being financially interested in Tenant and benefiting from the Lease, guarantees to Landlord the full and prompt payment of all sums, including, but not limited to, the rent, taxes, leasehold excise tax, insurance, utility charges and any and all other sums and charges payable by the Tenant under the Lease, including all renewals and extensions thereof, and the full and prompt performance and observance of all the covenants, terms conditions and agreements in the Lease required to be performed and observed by Tenant. Guarantor agrees to and with Landlord that if Tenant or its successors or assigns at any time defaults in the payment of any such sum or in the performance of any of the terms, covenants, provisions or conditions contained in the Lease, and such default is not cured within the applicable cure period, Guarantor will immediately pay such sum or will immediately perform and fulfill such terms, covenants and conditions and agreements, and will immediately pay to Landlord, or its successors and assigns, all damages that may arise as a consequence of any default by Tenant under the Lease including, without limitation, all reasonable attorneys' fees incurred by Landlord. This is an absolute and unconditional guaranty of payment and performance.

The obligations under this Guaranty are independent of the obligations of Tenant to Landlord, and a separate action or actions may be brought and prosecuted against Guarantor, regardless of whether an action is brought against Tenant and regardless of whether Tenant is joined in such action or actions. Guarantor waives the benefit of any statute of limitations affecting its liability under this Guaranty or the enforcement of this Guaranty. The liability of Guarantor under this Guaranty is primary and will not be affected or diminished by any transfer, assignment or encumbrance of Tenant's interest in the Lease or any sublease of all or any part of the premises covered under the Lease.

Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guaranty, from time to time to (a) renew, extend, accelerate or otherwise change the time for payments under or otherwise change the terms of, the Lease or any part thereof including, but not limited to, extending the duration thereof; (b) take and hold security for the payment of this Guaranty or the indebtedness guaranteed and exchange, enforce, waive and release any such security; (c) apply any security for the Lease or direct the order or manner of sale thereof as Landlord in its sole discretion may determine; (d) release or substitute any one or more guarantors; (e) modify or alter the liability of Tenant under the Lease; (f) settle or compromise any claim of Landlord against Tenant; or (g) consent to the assignment Tenant's interest under the Lease or the subletting of all or any part of the premises. Landlord may assign the Lease and/or this Guaranty in whole or in part, without notice and without in any manner affecting Guarantor's obligations hereunder.

Guarantor waives any right to require Landlord to (a) proceed against Tenant; (b) proceed against or exhaust any security held from Tenant; or (c) pursue any other remedy in Landlord's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant. Until all obligations of Tenant to Landlord under the Lease shall have been fully paid and performed, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of, and any right to participate in any security now or hereafter held by Landlord. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation or incurring of new or additional indebtedness and all other notices of every kind and nature to which Guarantor might otherwise be entitled as a matter of law.

Any indebtedness of Tenant now or hereafter held by Guarantor is subordinated to the indebtedness of Tenant to Landlord and such indebtedness of Tenant to Guarantor, if Landlord so requests, shall be collected, enforced and received by Guarantor as a trustee for Landlord and be paid over to Landlord on account of the indebtedness of Tenant to it, but without reduction or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Until such time as the Lease has been paid and performed in full, Guarantor agrees not to exercise any rights it may now or hereafter acquire against Tenant (whether by subrogation, reimbursement, or otherwise) arising out of payments to Landlord hereunder. Guarantor hereby waives and relinquishes in favor of Landlord and Tenant any claim or right to payment Guarantor may now have or hereafter have or acquire against Tenant, by subrogation or otherwise. This Guaranty shall continue in effect until one year and one day following the final payment and performance by Tenant under the Lease.

Guarantor agrees that it is not necessary for Landlord to inquire into the powers of Tenant or any managers, members, officers, directors or agents acting or purporting to act on Tenant's behalf, if any, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. Guarantor warrants that this Guaranty has been duly authorized by all necessary authorities.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, Guarantor hereby irrevocably agrees that any legal action or proceedings against Guarantor with respect to this Guaranty may be brought in the courts of the State of Washington

and, by Guarantor's execution and delivery of this Guaranty, Guarantor irrevocably submits to each such jurisdiction and irrevocably waives any and all objections which Guarantor may have as to venue in any of such courts. In the event that the Lease is subject to the Residential Landlord Tenant Act, Chapter 59.18 RCW, this Guaranty will be construed in accordance with such Act and enforced to the maximum extent allowed under such Act.

Guarantor agrees to immediately pay all costs of enforcement of this Guaranty, including Landlord's reasonable attorneys' fees and all costs and expenses of suit and in preparation therefor and on appeal therefrom. Any sums due hereunder which are not paid when due shall bear interest at a rate equal to the lesser of 12% or the maximum rate permitted by law. This Guaranty shall continue in full force and effect and shall be unaffected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assign of Tenant or any disaffirmance or rejection of the Lease by a trustee of Tenant or any trustee of any successor or assign of Tenant. This Guaranty may be signed with Adobesign, which is fully binding.

Brandon Ritchie

Signature: _____

Signer's Name: Brandon Ritchie

Title of Signer (if any): Principal

Signer's Physical Address: 316 N Neel St, Kennewick, WA
98336-2663

Signer's Email Address: brandon@rrinjurylaw.com

Eric Reiersen

Signature: _____

Signer's Name: Eric Reiersen

Title of Signer (if any): Principal

Signer's Physical Address: 316 N Neel St, Kennewick, WA
98336-2663

Signer's Email Address: eric@rrinjurylaw.com

EXHIBIT E

Parking Provisions

Tenant shall have non-exclusive use of 2 stalls in the Employee Parking Lots A&B for \$0 per month per stall (The City reserves the right to charge for stalls in the future). In addition, Tenant shall have the use of Commuter Parking Lot on a first come first serve basis.



Project title: Amendment No. 2 Lease Agreement with Bezos Academy at Everett Station

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 3/25/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Amendment No. 2 Lease Agreement with Bezos Academy

Department(s) involved:
Transit

Contact person:
Mike Schmieder

Phone number:
425-257-7761

Email:
mschmieder@everettwa.gov

Initialed by:
MS
Department head

Administration

Council President

Project: Amendment No. 2 Lease Agreement with Bezos Academy

Partner/Supplier: Day 1, dba Bezos Academy

Location: Everett Station

Preceding action: Amendment No. 1 Lease Agreement, [12/13/2023](#)
Lease Agreement, 4/1/2022

Fund: 425 Transit

Fiscal summary statement:

Bezos Academy will reimburse Everett Transit up to 76% of the fully loaded cost of a full-time security officer to provide *Additional Transit Patrol Services* near their premises at the Everett Station (\$66,000 of \$86,678).

Project summary statement:

Day 1 Academies, dba Bezos Academy, entered into a 10-year lease agreement with the city beginning April 1, 2022. Bezos Academy offers tuition-free preschool education on a year-round basis.

Bezos Academy has utilized contracted security services to provide a security presence near the school's premises during school hours. They now wish to partner with the City of Everett for Transit Security Officers to provide this service in exchange for an hour by reimbursement of their time. This Amendment details the terms and details of these Additional Patrol Services.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 Lease Agreement with Bezos Academy at Everett Station.

Amendment No. 2 to Lease Agreement

This Amendment No. 2 to Lease Agreement ("**Amendment**") is entered into the last date executed below between Day 1 Academies, dba Bezos Academy, a Delaware nonprofit nonstock corporation ("**Tenant**"), and City of Everett, a Washington municipal corporation ("**Landlord**" or "**Lessor**") (collectively, "**Parties**").

RECITALS

- A. Landlord and Tenant are parties to a certain *Lease Agreement* entered into as of January 27, 2022, as amended by Amendment No. 1 (the "**Lease**"). Capitalized terms used, but not defined, in this Amendment have the meanings given in the Lease.
- B. The parties have reached agreement regarding adjusting transit security staffing to result in additional transit patrols in the vicinity of the Premises. The Parties now wish to amend the Lease to confirm their mutual understandings regarding the additional patrols.

AMENDMENTS

Landlord and Tenant hereby incorporate the recitals and agree as follows:

- 1. Additional Transit Patrol Staffing.** The Parties hereby agree to the terms and conditions included in Exhibit A (*Additional Transit Patrol Staffing Terms and Conditions; Compensation*), which is incorporated into this Amendment and the Lease by reference.
- 2. Full Force and Effect; No Other Modifications.** Except as expressly amended in this Amendment, the terms and conditions of the Lease remain in full force and effect without modification. From and after the Effective Date, all references to the "Lease" or "this Lease" in the Lease are deemed references to the Lease as modified by this Amendment.

[Signature pages follow]

This Amendment has been executed as of the last date upon which both Tenant and Landlord have executed this Amendment as shown beneath their signatures below (the "Effective Date").

LANDLORD:

**CITY OF EVERETT
WASHINGTON**

Cassie Franklin, Mayor

ATTEST

Date

Office of the City Clerk

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on _____, 20__ by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission
Expires _____

TENANT:

DAY 1 ACADEMIES, DBA BEZOS ACADEMY

Signature: 

Name of Signer: MIGUEL ROQUE

Title of Signer: PRESIDENT

Date: 1/22/26

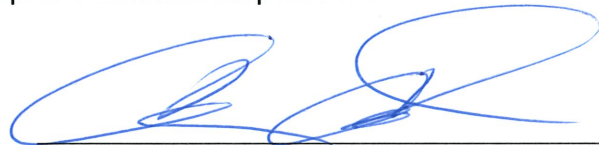
STATE OF WASHINGTON

} ss.

COUNTY OF King

This record was acknowledged before me on 1/22, 2026 by Miguel Roque as the President of Day 1 Academies, dba Bezos Academy, a Delaware nonprofit nonstock corporation.

[Stamp Below]



Signature

NOTARY PUBLIC in and for the State of Washington

My Commission Expires

10/14/28

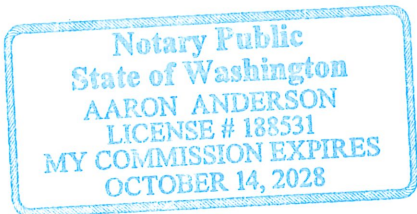


EXHIBIT A

Additional Transit Patrol Staffing Terms and Conditions

1. **Recitals.** Everett Station is a transit station open to the general public as a multi-modal transportation site. Section 1.4 of the Lease states:

Everett Station. Tenant acknowledges that Everett Station will be operated and maintained by Landlord as a transit station. Tenant is solely responsible for determining whether its provision of Tuition-Free Education and Services is compatible with Everett Station, including without limitation the fact that Everett Station is open to the general public and is a multi-modal transportation site.

Further, Section 4 of the Lease and Exhibit D ("Other Common Area Services") of the Lease provides certain shared security in Common Areas, described in Exhibit D as:

Shared Security. Landlord will provide security patrol services throughout the Building, including the area surrounding the Premises. Landlord's patrol officer will notify Tenant of any suspicious activity near or around the Premises. Landlord will grant Tenant permission to view security camera footage upon reasonable request, subject to Landlord's reasonable policies related to access and distribution of security camera footage.

This is subject to the further statement in Section 4 that:

Notwithstanding anything to the contrary in this Lease, in no event does the Lease require Landlord to operate and maintain Common Areas to a higher standard than as may be required for a transit station serving the general public. Tenant further acknowledges and agrees that use of some or all Common Areas by children in many cases may be not appropriate. It is Tenant's sole responsibility to provide for the safety of Tenant's students who use Common Areas.

Tenant acknowledges that security of the School (as defined below) in such a transit station environment is the responsibility of Tenant. Subject to that acknowledgement, Landlord is willing to provide certain additional limited transit patrol services in Common Areas in the vicinity of the School (defined below) to assist Tenant as described in this Exhibit.

2. **Additional Transit Patrol Services in Common Areas.** Subject in every respect to Section 3 below, Landlord will provide an unarmed transit security employee in Common Areas for additional transit patrol services in the area immediately surrounding Bezos Academy – Everett (the "**School**") consistent with the terms of this Exhibit, including the schedule set forth in Section 4:
- (a) This employee is not a law enforcement officer. The security employee assigned by Landlord for the services is not trained for school security.
 - (b) The transit security patrols in Common Areas will include limited visual deterrence, limited surveillance, and response to specific Common Area security concerns.
 - (c) The security employee will also as requested provide limited assistance in Common Areas during student drop-off / pick-up and outdoor play times (indicated below).
 - (d) When conducting exterior patrols of the School, the security employee will walk the entirety of the School's exterior fence line while being cognizant of any suspicious activity

or items that may pose a safety risk to School personnel or students. Any such suspicious activity or items found will be immediately reported and escalated.

- (e) The security employee will post no further than 20 feet away from the School's main entrance gate and playground fence line. The security employee will maintain line of sight of the School's main entrance at all times when providing the services to provide an expedient response if necessary.
- (f) Landlord will conduct its usual employment background check(s) on the person(s) who will provide the services. Landlord will provide its standard transit security training to the persons who will provide the services. Landlord will provide its background check and training materials upon Landlord written request for Tenant review.

The Common Areas services described in this paragraph are, collectively, the "***Additional Transit Patrol Services.***" The Additional Transit Patrol Services are in addition to any other services to be performed or obligations of Landlord pursuant to the Lease, but are subject in every respect to Section 3 below.

3. Limitations on Additional Transit Patrol Services

- (a) Landlord will provide the Additional Transit Patrol Services in accordance with applicable law. Tenant acknowledges that the Additional Transit Patrol Services are not school security services. Additional Transit Patrol Services are merely additional transit station patrols provided in a transit station that serves the general public.
- (b) Landlord makes no promises, representations or guarantees to Tenant that the Additional Transit Patrol Services are sufficient or appropriate for a school.
- (c) Tenant remains solely responsible for continuously evaluating the School security and the Additional Transit Patrol Services. Tenant remains solely responsible for determining whether such Additional Transit Patrol Services actually assist Tenant in discharging Tenant's School security responsibility in a transit station environment. In the evaluations, Tenant is always encouraged to consider hiring its own School security staff to provide additional security that meets Tenant's School security requirements.
- (d) Tenant acknowledges that Tenant's payments the Additional Transit Patrol Services do not compensate Landlord for assuming additional legal risks for the Additional Transit Patrol Services. Accordingly, in the event that Landlord fails for any reason to provide Additional Transit Patrol Services in accordance with this Exhibit, Tenant's exclusive remedy for such failure is cancellation of the Additional Transit Patrol Services under Section 6 below and, as appropriate, refunding of amounts paid by Tenant for such services. Except for such exclusive remedy and except for claims arising from intentional misconduct by Landlord (or Landlord's officers, employees or agents), Tenant further hereby waives and releases all claims of any kind whatsoever against Landlord (and Landlord's officers, employees, and agents), present or that may hereafter accrue, known or unknown, with respect to the Additional Transit Patrol Services, including without limitation all such claims arising from gross negligence or negligence or any claim under Section 14.2 of the Lease.

- 4. Schedule.** The Additional Transit Patrol Services will be provided on the following schedule when School is in session:

Student Drop Off:

Monday – Thursday: 8:00am – 9:15am
Friday: 9:00am – 9:30am

Playground Time:

Monday – Friday: 11:00am – 1:30pm

Student Pickup:

Monday – Thursday: 3:00pm – 5:00pm
Friday: 3:00pm – 3:30pm

The Everett Station Building Manager and authorized representative of Tenant may mutually agree in writing to modify this schedule as needed to accommodate changes in School operations or security needs.

5. **Payment.** Tenant will pay Landlord based on the actual number of hours of Additional Transit Patrol Services provided by Landlord, multiplied by the fully-loaded hourly rate (i.e., wages plus benefits) of the security employee providing the services. As of the date of this Amendment, the fully-loaded hourly rate is approximately \$43.34 per hour, which is based on an annualized fully-loaded rate of \$86,678 for a full-time security employee. Tenant will only be charged for Additional Transit Patrol Services provided on days when School is in session. Tenant will not be charged for Tenant's holidays, school breaks, or any other days when School is not in session. Landlord may adjust hourly rate(s) once per year by providing written notice to Tenant not later than June 1 of each year, provided that such annual increase shall not exceed 3%. The adjusted rate(s) will go into effect on September 1 of each year. Landlord will invoice Tenant monthly in arrears for the actual hours of Additional Transit Patrol Services provided during the prior month and Tenant will pay the undisputed amounts due under this paragraph in arrears each month as additional rent, not to exceed a total monthly amount of \$5,500 (which will be adjusted to reflect hourly rate increases made in accordance with this paragraph, subject to the percentage cap). For the avoidance of doubt, Tenant shall only be responsible for paying at the hourly rate set forth herein and shall not be responsible for any overtime rates that may be applicable to the security employee.
6. **Cancellation.**
 - (a) Landlord may cancel the Additional Transit Patrol Services for convenience by providing 90 days prior written notice to Tenant. In addition, Landlord may cancel the Additional Transit Patrol services by written notice if Tenant has failed to cure a material default of this Amendment within 30 days following written notice of the same from Landlord.
 - (b) Tenant may cancel the Additional Transit Patrol Services for convenience by providing 30 days prior written notice to Landlord. In addition, Tenant may cancel the Additional Transit Patrol Services immediately and without penalty upon written notice to Landlord in the event of (a) any breach or good faith suspected breach by Landlord of any term in this Amendment.
7. **Independent Contractor.** The Additional Transit Patrol Services are performed by Landlord as an independent contractor and nothing about this arrangement creates an employer – employee relationship between Tenant and Landlord, or Tenant and any of Landlord's personnel or vendors.



City Council Agenda Item Cover Sheet

Project title: Donation from Cheryl Ann Seeley in the Amount of \$25,000 into the Fund for the Animals

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 03/25/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:

Department(s) involved:
 Parks & Facilities
 Animal Services

Contact person:
 Kimberly Moore

Phone number:
 425-257-8305

Email:
kmoore@everettwa.gov

Initialed by:

KBM
 Department head

Administration

Council President

Project: Cheryl Ann Seeley Donation

Partner/Supplier: Cheryl Ann Seeley

Location: N/A

Preceding action: N/A

Fund: 151/"Fund for the Animals"

Fiscal summary statement:

Donation into the Fund for the Animals, Fund 151, in the amount of \$25,000.

Project summary statement:

The Everett Animal Shelter (EAS) is honored to have been awarded a donation from Cheryl Ann Seeley in memory of her late husband Kenneth, who passed away last summer. Kenneth loved cats and adopted many throughout his life while also advocating for spay and neuter services in rural communities.

The Fund for the Animals (Fund 151) is a cumulative reserve fund that benefits the animals. All gifts to the city in excess of \$10,000 must be approved by city council. Pursuant to EMC 2.105.020(B), the Mayor is authorized to conditionally accept this gift, and council shall, by motion, approve or reject the mayor's acceptance.

Recommendation (exact action requested of Council):

Approve the Mayor's Acceptance of a Donation from Cheryl Ann Seeley in the amount of \$25,000 into the Fund for the Animals.

Project title: Authorize 2024 Water Quality Grant Agreement Amendment No. 2

Council Bill #

Consideration: 2024 Water Quality Grant Agreement Amendment No. 2

Agenda dates requested:

Project: Port Gardner Storage Facility

Partner/Supplier: Washington State Department of Ecology

Location: West Marine View Drive

- Briefing
- Proposed action
- Consent 03/25/26
- Action
- Ordinance
- Public hearing
- Yes X No

Preceding action: Authorize 2024 Water Quality Grant Agreement – [03/13/24](#)

Fund: Fund 336 – Water & Sewer System Improvements Fund

Budget amendment:
Yes X No

Fiscal summary statement: The amount funded by the 2024 Water Quality Grant Agreement for Port Gardner Storage Facility stormwater design tasks is \$3,765,954.75. Information on total project cost and the City’s cost share follows.

Total Project Cost:	\$4,430,535.00
Ecology Share (85%):	\$3,765,954.75
City of Everett Share (15%):	\$664,580.25

PowerPoint presentation:
Yes X No

Attachments:
Proposed Agreement

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

Department(s) involved:
Public Works

Public Works applied for and received a 2024 Ecology Water Quality Grant to fund stormwater infrastructure design for the Port Gardner Storage Facility Project. The grant agreement was executed on 4/5/24 and amended on 2/25/25. Grant funds are being used to fully design regional stormwater conveyance infrastructure to the site and stormwater treatment and pumping infrastructure on site.

Contact person:
Jeff Marrs

Public Works seeks Amendment 2 to the grant agreement to extend the agreement end date from 1/30/26 to 1/30/27. The overall grant budget remains the same.

Phone number:
425-257-8967

Email:
jmarrs@everettwa.gov

Recommendation (exact action requested of Council): Authorize the Mayor to sign the 2024 Water Quality Grant Agreement Amendment No. 2 with the Washington State Department of Ecology in the amount not to exceed \$3,765,954.75.

Initialed by:
RLS
Department head

Administration

Council President



**AMENDMENT NO. 2
TO AGREEMENT NO. WQC-2024-EverPW-00027
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF EVERETT**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CITY OF EVERETT (RECIPIENT) for the City of Everett Port Gardner Water Quality Program – Phase 1 Design (PROJECT).

The project end date is being extended to allow the RECIPIENT additional time to complete the remaining deliverables. This amendment will extend the AGREEMENT from January 31st, 2026, to January 31st, 2027, to provide the RECIPIENT with additional time to complete design and to close out deliverables for this PROJECT. This amendment does not impact the award amount or scope of work.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 01/30/2026 Amended: 01/30/2027

CHANGES TO THE BUDGET

Funding Distribution EG240515

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 01/30/2027

Funding Source:

Title: SFAP-SFY24

Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect: 30 %
 Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 99,666.00
Cultural and Environmental Review, and Permitting	\$ 72,762.00
Design Plans and Specifications	\$ 4,253,107.00
Project Close Out	\$ 5,000.00

Total: \$ 4,430,535.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15 %	\$ 664,580.25	\$ 3,765,954.75	\$ 4,430,535.00
Total		\$ 664,580.25	\$ 3,765,954.75	\$ 4,430,535.00

Ashleigh Scott

Deputy City Clerk

Date

Template Approved to Form by
Attorney General's Office

Project title: Amendment No. 1 to Professional Services Agreement with KBA, Inc., for Port Gardner Storage Facility Construction Management Services

Council Bill #

Consideration: Amendment No. 1 to PSA with KBA, Inc.

Project: Port Gardner Storage Facility Construction

Partner/Supplier: KBA, Inc.

Location: Port Gardner Storage Facility

Preceding action: Funding Ordinance [4069-25](#) (02/05/2025), Constr. Contract Award, PSA

Fund: Fund 336 – Water and Sewer System Improvements Fund

Agenda dates requested:

Fiscal summary statement:

Briefing
Proposed action
Consent 03/25/26
Action
Ordinance
Public hearing
Yes X No

The City of Everett has an existing Professional Services Agreement with KBA, Inc. with a total compensation amount of \$8,485,355. Amendment No. 1 seeks to provide \$436,009 in additional funds for a revised total compensation amount not to exceed \$8,921,364. Project funding is provided by Fund 336 – Water and Sewer System Improvements Fund. The programmed available funding for the project is \$150,800,000.

Budget amendment:
Yes X No

Project summary statement:

PowerPoint presentation:
Yes X No

The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City’s future Port Gardner Storage Facility to meet the requirements of Ecology Agreed Order No. 11638. The project is being implemented in two projects, demolition and storage facility construction. Demolition is complete. Facility construction is underway with KBA, Inc. providing construction management services.

Attachments:
PSA Amendment No.1

Department(s) involved:
Public Works

Amendment No. 1 to the Professional Services Agreement with KBA, Inc. for Port Gardner Storage Facility Construction Management Services will revise the agreement scope of work to provide special inspection and testing services. The amendment will provide \$436,009 in additional funds to support the additional tasks.

Contact person:
Jeff Marrs

Phone number:
425-257-8967

Recommendation (exact action requested of Council):

Email:
jmarrs@everettwa.gov

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with KBA, Inc. for Port Gardner Storage Facility Construction Management Services, to provide additional special inspection and testing services for total amount not to exceed \$8,921,364.

Initialed by:
RLS

Department head

Administration

Council President



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

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

Service Provider	KBA, Inc.
City Project Manager	Zach Brown, PE
	ZBrown@Everettwa.gov
Original Agreement Date	11/18/2024

AMENDMENTS							
New Completion Date	<p>If this Amendment changes the Completion Date, enter the new Completion Date: <i>Enter new Completion Date, if any</i></p> <p>If no new date is entered, this Amendment does not change the Completion Date.</p>						
New Maximum Compensation Amount	<p>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</p> <table border="1" style="width: 100%;"> <tr> <td>Maximum Compensation Amount Prior to this Amendment</td> <td align="right">\$8,485,355.00</td> </tr> <tr> <td>Compensation Added (or Subtracted) by this Amendment</td> <td align="right">\$436,009.00</td> </tr> <tr> <td>Maximum Compensation Amount After this Amendment</td> <td align="right">\$8,921,364.00</td> </tr> </table>	Maximum Compensation Amount Prior to this Amendment	\$8,485,355.00	Compensation Added (or Subtracted) by this Amendment	\$436,009.00	Maximum Compensation Amount After this Amendment	\$8,921,364.00
	Maximum Compensation Amount Prior to this Amendment	\$8,485,355.00					
	Compensation Added (or Subtracted) by this Amendment	\$436,009.00					
Maximum Compensation Amount After this Amendment	\$8,921,364.00						

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Provisions	<p>Enter other changes to the Agreement, if any.</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

KBA, INC.

Cassie Franklin, Mayor

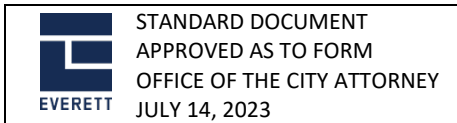
Signature: _____

Name of Signer: Kristen M. Overleese, PE
Signer's Email Address: KOverleese@kbacm.com
Title of Signer: President

Date

ATTEST

Office of the City Clerk





AMENDMENT 1

SCOPE DESCRIPTION:

Amendment 1 provides additional scope of work to be performed by additional subconsultant, Certerra GeoTest. The scope of work will consist of the special inspection and testing services as noted on structural drawings S-00-0003 and S-00-0004, and within the project specifications in the following areas:

- Storage Building
- Combined Sewer Debris Removal
- Influent Building
- Primary Combined Sewer Storage
- Stormwater Equalization
- Stormwater Diversion and Treatment
- Lift Station 46
- Flow Distribution Structure
- Secondary Combined Sewer Storage
- Effluent Pump Station
- OMES Building
- Civil/Miscellaneous Inspection
- Other Services required

SCOPE OF WORK:

See Exhibit A – Certerra GeoTest Scope of Services (dated November 21, 2025)

COST SUMMARY:

See Exhibit B – Updated Budget Estimate

Exhibit A - Certerra GeoTest Scope of Work

November 21, 2025

KBA Construction Management
11201 Southeast 8th Street, Suite 160
Bellevue, WA 98004

Attention: Paul Prozinski and Tom Finlayson

Subject: Proposal to Provide Construction Inspection and Testing Services

Port Gardner Storage Facility
2600 Federal Avenue
Everett, WA

Dear Paul and Tom,

Certerra Northwest, LLC (“Certerra”) formerly known as GeoTest Services, Inc. is pleased to present our proposal to provide construction inspection and testing services for the Port Gardner Storage Facility project.

Project Understanding

We understand that the project will consist of redevelopment of the Port Gardner Storage Facility (PGSF) to provide temporary storage and control of urban stormwater and combined sewer overflows. The PGSF project includes multiple phases including site demolition, site construction, and other sewer system improvements. Based on our review of the project plans and specifications we understand that construction special inspection and testing services will be required.

Terms and Conditions

Fee Proposal

We propose to perform the services described herein on a time and materials (hourly or test rate) basis, unless noted, in accordance with the attached Schedule of Fees. Our estimate is based on information obtained within the plans and specifications and a two-year construction duration. Estimates may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding. Our summary of estimated charges for the proposed services is as follows:

Scope of Work

Our proposed scope of work will consist of special inspection and testing services as noted on structural drawings S-00-0003 and S-00-0004 and within the project specifications. A detailed description of the tasks required to complete this scope of work, and an estimate of the costs associated with our work are detailed herein.

Deliverables

Our deliverables will include Special Inspection and Testing Daily Reports for concrete and grout, post-installed anchors, structural steel, structural bolting, and associated laboratory testing. Upon completion of the project, we will also provide a Special Inspection Final Letter indicating whether the work inspected was performed in conformance with the approved construction documents and applicable code requirements.

Port Gardner Storage Facility - Special Inspection Cost Estimate

ASSUMPTIONS

Geotechnical engineer of record or contractor will perform special inspections for deep foundations (piles). GeoTest to provide special inspection for reinforcing steel and sample grout/concrete only during pile installation.
 Geotechnical engineer of record will perform special inspections for soils.

STORAGE BUILDING

Special inspection of post installed anchors
 Special inspection of bolted connections

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	6	4		24	\$100	\$2,400
Special Inspector Structural Steel - Bolted Connections	4	4		16	\$105	\$1,680
Storage Building Subtotal						\$4,080

COMBINED SEWER DEBRIS REMOVAL

Special inspection of post installed anchors
 Special inspection of reinforced concrete
 Laboratory testing of concrete
 Laboratory testing of lightweight concrete
 Micropile Grout Sampling (12 piles)
 Micropile Grout Testing (12 Piles)

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	20	8		160	\$100	\$16,000
Special Inspector Reinforced Concrete	20	8		160	\$100	\$16,000
ASTM C39 Cast Concrete Cylinder 4 x 8			180		\$45	\$8,100
ASTM C39 Cast Concrete Cylinder 4 x 8 - Lightweight			4		\$45	\$180
Micropile Grout Sampling	4	4		16	\$100	\$1,600
ASTM C109 Compressive Strength 2" Cube			36		\$45	\$1,620
Combined Sewer Debris Removal Subtotal						\$43,500

INFLUENT BUILDING

Special inspection of post installed anchors
 Special inspection of reinforced concrete
 Special inspection of structural steel
 Laboratory testing of concrete - 216 cylinders
 Laboratory testing of non-shrink grout - 36 grout cubes

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	25	8		200	\$100	\$20,000
Special Inspector Reinforced Concrete	24	8		192	\$100	\$19,200
Special Inspector Structural Steel	8	8		64	\$105	\$6,720
ASTM C39 Cast Concrete Cylinder 4 x 8			216		\$45	\$9,720
ASTM C109 Compressive Strength 2" Cube - Non-Shrink			36		\$45	\$1,620
Influent Building Subtotal						\$57,260

PRIMARY COMBINED SEWER STORAGE

Special inspection of post installed anchors
 Special inspection of reinforced concrete/cellular concrete/grout
 Special inspection of structural steel
 Laboratory testing of cellular concrete fill
 Laboratory testing of concrete
 Laboratory testing of grout
 Concrete filled driven pile – 18 piles
 Laboratory testing of concrete filled driven pile

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	30	6		180	\$100	\$18,000
Special Inspector Reinforced Concrete - Cellular/Grout	30	6		180	\$100	\$18,000
Special Inspector Structural Steel	20	6		120	\$105	\$12,600
ASTM C39 Cast Concrete Cylinder 4 x 8 - Lightweight			24		\$45	\$1,080
ASTM C39 Cast Concrete Cylinder 4 x 8			216		\$45	\$9,720
ASTM C109 Compressive Strength 2" Cube			54		\$45	\$2,430
Special Inspector Reinforced Concrete - Piles	5	4		20	\$100	\$2,000
ASTM C39 Cast Concrete Cylinder 4 x 8 - Piles			45		\$45	\$2,025
Primary Combined Sewer Storage Subtotal						\$65,855

STORMWATER EQUALIZATION

Special inspection of post installed anchors
 Special inspection of reinforced concrete
 Special inspection of structural steel
 Laboratory testing of concrete

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	18	6		108	\$100	\$10,800
Special Inspector Reinforced Concrete	4	6		24	\$100	\$2,400
Special Inspector Structural Steel	15	6		90	\$105	\$9,450
ASTM C39 Cast Concrete Cylinder 4 x 8			36		\$45	\$1,620
Stormwater Equalization Subtotal						\$24,270

STORMWATER DIVERSION & TREATMENT

Special inspection of post installed anchor
 Special inspection of reinforced concrete/cellular concrete/grout
 Laboratory testing of cellular concrete fill
 Laboratory testing of concrete
 Concrete filled driven pile (59 piles)
 Laboratory testing of concrete filled driven pile (59 piles)
 Micropile grout sampling (4 piles)
 Laboratory micropile grout testing – (4 piles)

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	20	6		120	\$100	\$12,000
Special Inspector Reinforced Concrete - Cellular/Grout	25	6		150	\$100	\$15,000
ASTM C39 Cast Concrete Cylinder 4 x 8 - Cellular			20		\$45	\$900
ASTM C39 Cast Concrete Cylinder 4 x 8			180		\$45	\$8,100
Special Inspector Reinforced Concrete - Piles	15	4		60	\$100	\$6,000
ASTM C39 Cast Concrete Cylinder 4 x 8 - Piles			135		\$45	\$6,075
Micropile Grout Sampling	2	4		8	\$100	\$800
Sample Delivery/Driver	25	1		30	\$105	\$3,150
ASTM C109 Compressive Strength 2" Cube			18		\$45	\$810
Stormwater Diversion and Treatment Subtotal						\$52,835

LIFT STATION 46

Special inspection of post installed anchors
 Special inspection of reinforced concrete
 Special inspection of structural steel
 Laboratory testing of concrete

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	3	6		18	\$100	\$1,800
Special Inspector Reinforced Concrete	10	6		60	\$100	\$6,000
Special Inspector Structural Steel	12	6		72	\$100	\$7,200
Sample Delivery/Driver	10	1		10	\$105	\$1,050
ASTM C39 Cast Concrete Cylinder 4 x 8			90		\$45	\$4,050
Lift Station 46 Subtotal						\$20,100

FLOW DISTRIBUTION STRUCTURE

Special inspection of post installed anchors
 Special inspection of reinforced concrete/cellular concrete
 Special inspection of structural steel
 Laboratory testing of cellular concrete fill

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	3	6		18	\$100	\$1,800
Special Inspector Reinforced Concrete - Cellular	2	8		16	\$100	\$1,600
Special Inspector Structural Steel	3	6		18	\$105	\$1,890
Sample Delivery/Driver	2	1		2	\$105	\$210
ASTM C39 Cast Concrete Cylinder 4 x 8 - Cellular			12		\$45	\$540
Flow Distribution Structure Subtotal						\$6,040

SECONDARY COMBINED SEWER STORAGE

Special inspection of post installed anchors
 Special inspection of reinforced concrete/cellular concrete
 Special inspection of structural steel
 Laboratory testing of cellular concrete fill
 Laboratory testing of concrete

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	2	6		12	\$100	\$1,200
Special Inspector Reinforced Concrete - Cellular	2	8		16	\$100	\$1,600
Special Inspector Structural Steel	20	6		120	\$105	\$12,600
Cellular Concrete Cylinders			4		\$45	\$180
Sample Delivery/Driver	2	1		2	\$105	\$210
ASTM C39 Cast Concrete Cylinder 4 x 8			9		\$45	\$405
Secondary Combined Sewer Storage Subtotal						\$16,195

EFFLUENT PUMP STATION

Special inspection of post installed anchors
 Special inspection of reinforced concrete
 Special inspection of structural steel
 Laboratory testing of concrete
 Concrete filled driven pile (21 piles)
 Laboratory testing of concrete filled driven pile (21 piles)

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	4	6		24	\$100	\$2,400
Special Inspector Reinforced Concrete	18	6		108	\$100	\$10,800
Special Inspector Structural Steel	8	6		48	\$105	\$5,040
ASTM C39 Cast Concrete Cylinder 4 x 8			135		\$45	\$6,075
Special Inspector Reinforced - Piles	6	4		24	\$100	\$2,400
Sample Delivery/Driver	24	1		24	\$105	\$2,520
ASTM C39 Cast Concrete Cylinder 4 x 8 - Piles			54		\$45	\$2,430
Effluent Pump Station Subtotal						\$31,665

OMES BUILDING

- Special inspection of post installed anchors
- Special inspection of reinforced concrete
- Special inspection of reinforced masonry
- Special inspection of structural steel
- Laboratory testing of concrete
- Laboratory testing of masonry
- Concrete filled driven pile (6 piles)
- Laboratory testing of concrete filled driven pile (6 piles)

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Special Inspector Post Installed Anchors	8	6		48	\$100	\$4,800
Special Inspector Reinforced Concrete	12	6		72	\$100	\$7,200
Special Inspector Masonry	4	6		24	\$100	\$2,400
Special Inspector Structural Steel	10	4		40	\$105	\$4,200
ASTM C39 Cast Concrete Cylinder 4 x 8			90		\$45	\$4,050
ASTM C140 Block Compressive Strength			6		\$125	\$750
Special Inspector Reinforced - Piles	2	4		8	\$100	\$800
Sample Delivery/Driver	18	1		18	\$105	\$1,890
ASTM C39 Cast Concrete Cylinder 4 x 8 - Piles			18		\$45	\$810
OMES Building Subtotal						\$26,900

CIVIL/MISCELLANEOUS INSPECTIONS

- CSV T, CSMH, & SWVT - Micropile Grout Sampling (40 piles)
- CSV T, CSMH, & SWVT - Micropile Grout Testing (40 Piles)
- CSV T, CSMH, & SWVT – Concrete filled driven pile (23 piles)
- CSV T, CSMH, & SWVT – Concrete filled driven pile (23 Piles)
- Misc Civil Pours
- Laboratory Testing of concrete

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Micropile Grout Sampling	10	4		40	\$100	\$4,000
Micropile Grout Cubes			90		\$45	\$4,050
Special Inspector Reinforced - Piles	6	4		24	\$100	\$2,400
ASTM C39 Cast Concrete Cylinder 4 x 8 - Piles			54		\$45	\$2,430
Special Inspector Reinforced - Misc. Civil	15	4		60	\$100	\$6,000
Sample Delivery/Driver	36	1		36	\$105	\$3,780
ASTM C39 Cast Concrete Cylinder 4 x 8			135		\$45	\$6,075
Civil/Miscellaneous Inspections Subtotal						\$28,735

OTHER

- Project Management, Administration, Safety, Mileage, Etc.

Scope Item	Visits	Hours per Visit	Lab Quantity	Total Hours	Unit Rate	Total
Project Manager				150	\$145	\$21,750
Administration				150	\$85	\$12,750
Trip Charge (Arlington Office to Site and Back - 36 miles)	455				\$25	\$11,375
Civil/Miscellaneous Inspections Subtotal						\$45,875

Total Special Inspection Estimate	\$423,310
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Added Services

Our base estimate may vary due to unforeseen circumstances that may develop during the work or due to extended construction duration. Under these circumstances, a revision to our scope, schedule, and/or fee will likely be required. Certerra will notify you if/when we anticipate that it will be necessary for us to provide services in addition to our base scope and will obtain written confirmation that we are authorized to do so.

Professional Insurance

We maintain liability and workers' compensation insurance coverage and amounts consistent with industry standards for the services being proposed herein. Certificates of insurance will be provided upon request.

Closure

Our services will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the services are performed. This warranty is in lieu of all other warranties, either expressed or implied.

By signing below, you hereby authorize Certerra to proceed with services outlined in this proposal and agree that all services and anything arising out of or in any way related to this proposal will be governed by Certerra's Fee Schedule and General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and Certerra and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By:
KBA Construction Management

(Signature)

(Title)

(Date)

Respectfully submitted,
Certerra Northwest, LLC

Kai Davis

(Signature)

Nothwest Division President

(Title)

11-21-2025

(Date)

Fee Schedule

Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Construction Services-Laboratory Manager	HR	\$175.00
Administrative	HR	\$85.00
Principal Engineer - Office	HR	\$205.00
Principal Engineer - Field	HR	\$205.00
Principal Engineer - Consultation	HR	\$205.00
Principal Engineer - Expert Witness	HR	\$245.00
Technical Director	HR	\$185.00
Associate Engineer	HR	\$195.00
Project Engineer - Office	HR	\$145.00
Project Engineer - Field	HR	\$145.00
Project Engineer II - Office	HR	\$185.00
Project Engineer II - Field	HR	\$185.00
Engineering Staff - Office	HR	\$140.00
Engineering Staff - Field	HR	\$135.00
Engineering Staff II - Office	HR	\$145.00
Project Manager - Office	HR	\$145.00
Project Manager - Field	HR	\$145.00
Principal Geologist - Office	HR	\$205.00
Principal Geologist - Field	HR	\$205.00
Principal Geologist - Expert Witness	HR	\$307.50
Project Geologist - Office	HR	\$140.00
Project Geologist - Field	HR	\$140.00
Project Geologist II - Office	HR	\$155.00
Project Geologist II - Field	HR	\$155.00
Geologist Staff - Office	HR	\$135.00
Geologist Staff - Field	HR	\$135.00
Environmental Professional	HR	\$165.00
Building Envelope Consultant	HR	\$165.00

Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$115.00
Engineering Technician	HR	\$105.00
Senior Engineering Technician	HR	\$155.00
Environmental Technician	HR	\$140.00
In-Place Density Tech - Asphalt	HR	\$110.00
Laboratory Technician - Field Lab	HR	\$110.00
Special Inspector Reinforced Concrete	HR	\$100.00
Micropile Grout Sampling	HR	\$100.00
Sample / Delivery Driver	HR	\$105.00
Special Inspector Fire Proofing	HR	\$100.00
Special Inspector Post Installed Anchors	HR	\$100.00
Special Inspector Masonry	HR	\$100.00
Special Inspector Shotcrete	HR	\$100.00
Micropile Grout Sampling	HR	\$100.00
Special Inspector Fire Stopping	HR	\$100.00
Special Inspector Structural Steel	HR	\$105.00
Special Inspector High Strength Bolting	HR	\$105.00
Special Inspector Wood Construction	HR	\$105.00
NDT ASNT Level II Field	HR	\$130.00
NDT ASNT Level III Field	HR	\$185.00
NACE Coating Inspector Level 2	HR	\$125.00
Pull Torque Testing Technician	HR	\$120.00
Project Inspector (IOR)	HR	\$115.00
Lead Coring Technian	HR	\$145.00
Assistant Coring Technician	HR	\$145.00
Ground Penetrating Radar Technician	HR	\$195.00
Quality Control Manager	HR	\$145.00
Seismic Attachment Inspection	HR	\$105.00
HAZWOPER - Confined Space Entry Tech	HR	\$140.00
Certified Mix Design Tech (CMDT)	HR	\$165.00
Fire Escape Inspection Engineer	HR	\$130.00
Building Envelope Air Leakage Tech	HR	\$105.00

Building Envelope Fenestration Tech	HR	\$105.00
Building Envelope Field Technician	HR	\$105.00
Building Envelope Inspector	HR	\$135.00
CESCL Inspector	HR	\$110.00
Laboratory Technician Sample Prep	HR	\$115.00

Laboratory Tests - Steel

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00

Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D7263 Dry Density Method B	EA	\$45.00
ASTM D7263 Dry Density Method A	EA	\$85.00
Sieve Analysis Geo	EA	\$60.00
US ACOE CRD-C148 Expans Breakdown, Stone	EA	\$460.00
AASHTO T113 Lightweight Pieces	EA	\$525.00
ODOT TM208 Oregon Air Degredation	EA	\$385.00
ODOT TM225 Wood Particles	EA	\$145.00
ASTM D4318 Plasticity Index of Soils	EA	\$185.00
ASTM D1883 California Bearing Ratio	EA	\$1,100.00
ASTM D2435 Consolidation	EA	\$395.00
ASTM D2435 Consolidation with Time Rate	EA	\$80.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$825.00
ASTM D4829 Expansion Index of Soils	EA	\$525.00
ASTM D2166 Unconfined Comp Strength	EA	\$185.00
ASTM D5333 Hydro Collapse Potential	EA	\$515.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$47.00
Moisture Content Geo	EA	\$20.00
ASTM D698 Maximum Density Std Effort	EA	\$235.00
ASTM D1557 Max Density Optimum Moisture	EA	\$235.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$105.00
ASTM D4972 pH of Soils	EA	\$145.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$350.00
ASTM D2419 Sand Equivalent	EA	\$105.00

ASTM D2434 Const Head Permeability Test	EA	\$615.00
ASTM D1140 Materials Finer than #200	EA	\$115.00
ASTM D854 Specific Gravity of Soils	EA	\$100.00
ASTM D4546 Swell Potential	EA	\$720.00
ASTM D558 Soil-Cement Maximum Density	EA	\$235.00
ASTM D1633 Compression Test Soil Cement	EA	\$95.00
AASHTO T290 Water-Soluble Sulfate Soil	EA	\$95.00
AASHTOT291 Water-SolubleChloride in Soil	EA	\$95.00
AASHTO T100 Specific Gravity of Soils	EA	\$190.00
AASHTO T180 Maximum Density (Modified)	EA	\$235.00
AASHTO T89 Atterberg - LL	EA	\$370.00
AASHTO T90 Atterberg - PL-PI	EA	\$280.00
ASTM D3080 Residual Direct Shear	EA	\$395.00
ASTM D5084 Flexible Wall Permeability	EA	\$725.00
ASTM D4546 Swell Potential Method C	EA	\$695.50
ASTM D7928 Grading using Hydrometer	EA	\$495.00
ASTM G187 Soil Resistivity Two-Electrode	EA	\$325.00
AASHTO T193 California Bearing Ratio	EA	\$1,100.00
AASHTO T208 Unconfined Comp Strength	EA	\$185.00
AASHTO T216, Consolidation	EA	\$80.00
AASHTO T216, Consolidation Time Rate	EA	\$715.00
AASHTO T236, Direct Shear	EA	\$1,237.50
AASHTO T265 Moisture Content of Soils	EA	\$35.00
AASHTO T288 Minimum Soil Resistivity	EA	\$325.00
AASHTO T289 pH of Soils	EA	\$145.00
AASHTO T99 Max Density, Standard Effort	EA	\$235.00
AASHTO T258 Expansion of Soils	EA	\$525.00

Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$125.00
ASTM C140 Block Moisture & Absorption	SET	\$175.00
ASTM C90 Masonry Block Conformance	SET	\$170.00
ASTM C780 Mortar Cylinder Compression	EA	\$45.00
ASTM C1019 Grout Prism Compression	EA	\$45.00

ASTM C1314 Masonry Comp Str 8" Max	EA	\$170.00
ASTM C109 Compressive Strength 2" Cube	EA	\$45.00

Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C642 Density Concrete	EA	\$250.00
ASTM C39 Cast Concrete Cyl 4x8	EA	\$45.00
ASTM C42 Compressive Strength, Core	EA	\$80.00
ASTM C39 Cyl Tested out of Sequence	EA	\$82.50
ASTM C78 Flexural Strength, Beam	EA	\$75.00
ASTM D4832 Compressive Strength CLSM	EA	\$45.00
ASTM C1140 Shotcrete Panel Test	SET	\$80.00
ASTM C496 Splitting Tensile Test	EA	\$175.00
ASTM D2850 Triaxial Compression Tst - UU	EA	\$325.00
ASTM D4767 Triaxial Compression Tst - CU	EA	\$3,250.00
ASTM D7012 UC Rock Core - No Strain	EA	\$225.00
ASTM D7012 UC Rock Core w Stress-Strain	EA	\$295.00
ASTM C1260 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C1567 Alkali-Silica Reactivity	EA	\$1,100.00
AASHTO T106 Compressive Strength 2" Cube	EA	\$50.00
AASHTO T97 Flexural Strength, Beam	EA	\$75.00
AASHTO T22 Cast Concrete Cyl 4x8	EA	\$45.00

Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$120.00
ASTM D1188 Core Density Parafilm Coated	EA	\$285.00
ASTM D2041 Maximum Theoretical Density	EA	\$125.00
ASTM D6307 Ignition Oven Calibration	EA	\$510.00
ASTM D6307 Asphalt Content by Ignition	EA	\$310.00
AASHTO T275 Core Density Paraffin Coated	EA	\$65.00
AASHTO T308 Asphalt Content by Ignition	EA	\$310.00
AASHTO T209 Theoretical Maximum Density	EA	\$125.00
AASHTO T312-T166 Gyratory Compactor	EA	\$565.00
ASTM D6925 Realive Density by Gyratory	EA	\$565.00

ODOT TM 323 Ignition Oven Calibration	UN	\$510.00
ODOT TM 323 Asphalt Content by Ignition	UN	\$335.00

Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 L.A. Abrasion	EA	\$405.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$75.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$215.00
ASTM C128 Specific Gravity, Fine Agg	EA	\$100.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$190.00
ASTM C566 Moisture Content by Drying	EA	\$65.00
ASTM C117 Materials Finer than No. 200	EA	\$115.00
ASTM D2419 Sand Equivalent	EA	\$105.00
ASTM D4791 Flat & Elongated Particles	EA	\$105.00
ASTM D5821 Percent Fractured Particles	EA	\$105.00
ASTM C123 Percent Lightweight Particles	EA	\$105.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$525.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$185.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$115.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$115.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$105.00
ASTM C29 Unit Weight of Aggregate	EA	\$65.00
ASTM C535 L.A. Abrasion	EA	\$405.00
AASHTO T304 Angularity & Voids in Fines	EA	\$190.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$100.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$215.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$405.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$185.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$115.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$115.00
AASHTO T176 Sand Equivalent	EA	\$105.00
AASHTO T335 Percent Fractured Particles	EA	\$105.00
ASTM D3967 Split Tens Strng Rock	EA	\$225.00
ASTM D4543 Unit Weight, Rock	EA	\$225.00
ASTM D5731 Pt Ld Strng Index Rock	EA	\$225.00

AASHTO T104 Soundness by Sodium Sulfate	EA	\$525.00
AASHTO T11 Materials Finer than #200	EA	\$160.00
AASHTO T112 Clay & Friable Particles	EA	\$185.00
AASHTO T19 Density and Voids in Aggs	EA	\$190.00

General Charges

Personnel Charges for Professional Staff will be rounded upward to the nearest ¼ hour. Personnel Charges for Field Staff services will be charged on a portal-to-portal basis with time rounded upward to the nearest whole hour.

A daily four-hour minimum charge applies to Personnel Charges for Field Staff per staff member. Same day cancelations will incur a two-hour minimum charge.

Outside services, equipment rental, and reimbursables will be billed at cost plus 15% unless billed directly to and paid for by Client.

Additional services not listed in our scope of work will be charged on a time and material basis in accordance with the schedule of fees above.

Mileage will be charged at the IRS Federal Rate portal to portal from our nearest office.

Overtime Charges

Work performed more than 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or more than eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

Per Diem Travel Charges

The daily per diem charge listed in the fee schedule will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

Award the Construction Contract for the Lowell Riverfront Trail Improvements to OMA Construction, Inc. in the Amount of \$1,035,258

Project title:

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Proposed action
Consent 03/25/2026
Action

Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:
Bid Opening Final Results

Department(s) involved:
Parks & Facilities

Contact person:
Kimberly Moore

Phone number:
425-257-8305

Email:
kmoore@everettwa.gov

Initialed by:
KBM

Department head

Administration

Council President

Project: Lowell Riverfront Trail Improvements

Partner/Supplier: OMA Construction, Inc.

Location: Lowell Riverfront Park

Preceding action: Funding Ordinance [4097-25](#)

Fund: Fund 308, Program 084 (CIP-2)

Fiscal summary statement:

Bids were opened on February 17, 2026 with 8 bids received. OMA Construction, Inc. submitted the lowest responsive, responsible bid in the amount of \$942,000 plus Washington State Sales Tax (\$93,258) for a total construction contract amount of \$1,035,258.

The engineer’s estimate for construction was \$1,065,000.

Project summary statement:

The work at Lowell Riverfront Park includes removal of a portion of the Lowell Riverfront trail along the west bank of the Snohomish River and relocating the trail further to the west. The relocated trail will include an elevated deck structure through a wetland. A portion of the trail along the northern edge of the park will be removed and replaced with grass pavers to maintain access for utility maintenance. The project also includes restoration planting along the riverbank.

The Snohomish River undercuts its bank in the vicinity of the existing trail, making realignment a preferred alternative to further long-term solutions to stabilize bank and trail.

Recommendation (exact action requested of Council):

Award the Construction Contract for the Lowell Riverfront Trail Improvements to OMA Construction, Inc. in the amount of \$1,035,258.



City of Everett
Parks and Facilities Department
802 East Mukilteo Blvd.
Everett, WA 98203

**BID OPENING
FINAL RESULTS**

The City of Everett provides the following Tabulation of Bids which was read aloud during the public bid opening on:

DATE: February 17th, 2026
Bid No. 409725
Name: Lowell Riverfront Trail Improvements
Engineer's Estimate: \$1,065,000
Contact: Katherine Phillips

BIDDER:	GRAND TOTAL:
1. Accord Contractors LLC	\$1,249,426.72
2. Colacurcio Brothers	\$1,610,035.00
3. Excavation West, Inc.	\$1,225,615.04
4. Strider Construction Co., Inc.	\$1,373,750.00
5. SEI dba Neptune General Contractors	\$1,146,452.62
6. OMA Construction, Inc.	\$1,035,258.00
7. Stellar J Corporation	\$1,373,238.97
8. Wyser Construction Co., Inc.	\$1,206,537.15

Bids will be evaluated for responsiveness or responsibility. Final award information will be posted at: www.bxwa.com . Please direct any questions to: KPhillips@everettwa.gov . Thank you for your interest and participation.



City Council Agenda Item Cover Sheet

Project title: Award the Construction Contract for the Main Library HVAC Replacement Project to Apex Mechanical LLC in the Amount of \$2,079,308

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 03/25/26
Action
Ordinance
Public hearing
 Yes No

Budget amendment:
 Yes No

PowerPoint presentation:
 Yes No

Attachments:

Bid Summary

Department(s) involved:

Parks & Facilities
Library

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

KMoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Main Library HVAC Replacement

Partner/Supplier: Apex Mechanical LLC

Location: 2702 Hoyt Avenue Everett

Preceding action: Call for Bids – 2/19/2025

Fund: Fund 342, Program 041 (CIP 1)

Fiscal summary statement:

Bids were opened on February 17, 2026, with five (5) bids received.

Apex Mechanical LLC submitted the lowest responsive, responsible bid in the amount of \$1,892,000 plus Washington State Sales Tax (\$187,308) for a total construction contract amount of \$2,079,308.

The engineer’s estimate for construction was \$2,000,000.

Project summary statement:

The Main library’s 30-year-old heating, ventilation and air conditioning (HVAC) system has reached the end of its useful life and requires replacement. Parks and Facilities intend to replace the HVAC system and controls at the Main Library. The library will remain open during construction.

Recommendation (exact action requested of Council):

Award the Construction Contract for the Main Library HVAC Replacement project to Apex Mechanical LLC in the Amount of \$2,079,308.

Project title: Authorize Mayor to Sign Professional Services Agreement for Training with Nash Consulting**Council Bill #** *interoffice use***Agenda dates requested:**

Briefing
 Proposed action
 Consent 3/25/26
 Action
 Ordinance
 Public hearing
 Yes No

Budget amendment:
 Yes No

PowerPoint presentation:
 Yes No

Attachments:
 Professional Services Agreement

Department(s) involved:
 Public Works

Contact person:
 Grant Moen

Phone number:
 425.257.8947

Email:
 Gmoen@everettwa.gov

Initialed by:
RLS
 Department head

Administration

Council President

Consideration: PSA for Training of Public Works Staff**Project:** Management and Interpersonal Skills Training**Other Parties:** Nash Consulting**Location:** Everett**Preceding action:** None**Fund:** 401, 024, and 120**Fiscal summary statement:**

This professional Services Agreement would provide management, leadership, and interpersonal skills training for Public Works staff for a total of \$137,190.00 from the departments training budget.

Project summary statement:

This PSA would allow Nash Consulting to provide a four-day training with Public Works Senior Leadership, a six-day training to sixty managers, supervisors, and leads within public works and a two-day training to all other full-time staff within public works offered over multiple sessions.

These training sessions will be tailored to the target audience with a focus on growth mindset, positive workplace culture, core leadership and management skills, and interpersonal skills.

Recommendation (exact action requested of Council):

Authorize Mayor to sign the Professional Services Agreement with Nash Consulting for management, leadership, and interpersonal skills training.



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	Nash Consulting
	1700 Westlake Ave N #200 Seattle, WA 98109
	ethan@nashconsulting.com
City Project Manager	Grant Moen
	City of Everett – Public Works 3200 Cedar St. Everett, WA 98201
	gmoen@everettwa.gov
Brief Summary of Scope of Work	Supervisor and management training for leadership development and healthy workplace culture initiative.
Completion Date	December 31, 2027
Maximum Compensation Amount	\$137,190.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Natasha Jewell
	360-676-7418
	Natasha.ajewell@farmersagency.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**

Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Ethan Nash

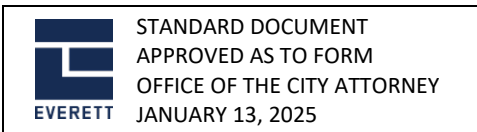
Signer’s Email Address: ethan@nashconsulting.com

Date

Title of Signer: CEO

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

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

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

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

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

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

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

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

13. **Independent Contractor.**

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

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

- (1) Service Provider is free from control or direction over the performance of the service; and
- (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
- (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

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

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

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

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

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

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

END OF GENERAL PROVISIONS
(v.1.13.25)

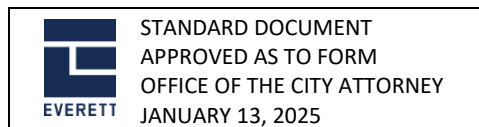


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Project Outline

We are pleased to submit our proposal to partner with Everett Public Works in implementing a continuing leadership development and healthy workplace culture initiative.

One of our core beliefs is that organizations function at their best when everyone in a leadership role—from senior leaders to frontline supervisors—aligns around shared leadership principles and practices. By fostering this alignment and committing to sustaining it, organizations can begin to unlock their full potential.

At the core of our approach is a commitment to developing and sustaining essential, best-practice leadership skills, including the "Top 15 Management Skills" detailed later in this proposal. When implemented effectively, it catalyzes remarkable transformation, setting the stage for a healthier, more positive workplace culture.

The bottom line is that these organizational transformations can only happen if people-leaders practice and sustain strong leadership *skills*.

We are proposing that Nash Consulting:

1. Continue to partner with your top leadership to build sponsorship and support for the engagements described below.
2. Collect data, using Nash Consulting's *Employee Engagement & Leadership*.
3. Offer one additional *Managing with Mind and Heart* series to include leads, emerging leaders, and anyone who missed particular days of the six-day workshop in 2025.
4. Implement follow-up workshops (Phase 2) toward the end of 2026 to the people-leaders who have completed the *Managing with Mind and Heart* workshops.
5. Provide skill-building "common commitment" workshops for all employees to help build accountability and buy-in and to provide skills for creating a healthy and positive workplace culture.
6. Partner with your Executive Team to create a multi-month executive team development process.
7. Partner with your sustainability committee during and after the process to strengthen ongoing sponsorship and create a sustainability plan.

Our Leadership Development Strategies

Our leadership/management development strategies include several different phases and areas of focus. Of course, no two organizations are alike. There are several different ways to map out the process – it would be in our initial planning session with your executive leadership that we would make decisions as to which components to include, the order of events, and more.

A. Data collection

Employee Engagement & Leadership Survey

To complement the work we would be doing together, Nash Consulting offers a customizable Employee Engagement and Leadership Survey designed to gather organization-wide input. This tool helps establish a clear understanding of current conditions and provides data-driven insights to guide the development effort. Key objectives of the survey include:

- Assessing employee morale, engagement, and perceptions of leadership effectiveness
- Identifying strengths and areas of concern across teams and departments
- Informing the design and focus of leadership workshops to align with real organizational needs
- Establishing a baseline to track progress and impact over time

Survey topics typically include:

- Leadership & Management: Supervisor relationships, feedback quality, accountability, leadership behaviors
- Communication & Culture: Gossip and negativity, interpersonal communication, team meetings, clarity of expectations
- Systems & Structure: Role clarity, policy effectiveness, and internal communication pathways

We also recommend administering a follow-up survey approximately six to twelve months after the initial training series. This allows the organization to evaluate progress, measure sustainability of changes, and identify emerging priorities to support ongoing leadership and cultural development. *This follow-up survey is included at no additional cost.*

B. An additional Cohort of *Managing with Mind and Heart*

This workshop would be required for new leaders, leads, managers who missed particular days of the 2025 workshop series, and would be offered to emerging/potential leaders.

C. Phase 2 Leadership Development

Our three-day Phase II leadership/management development workshops are designed to encourage, remind, and review for those who have completed the *Managing with Mind and Heart* series. There are several different ways to map out the process. It would be in our planning session with executive leadership at Everett Public Works that we would make decisions as to which components to include, the order of events, and more. This series is custom-fit to ensure sustainability where it's needed most.

Nash Consulting will work with Everett Public Works to:

- Creatively review and dive deeper into the most important concepts from the first series to make sure they “stick.”
- Add some new best-practice management skills, based on your organization’s needs and goals.
- Check-in to see what’s working and what needs support or fine-tuning.
- Review and reimagine sustainability, custom-fit to your organization.

Some of the topics we’ll cover may include:

- How do I build and maintain morale?
- What are the best communication strategies to employ?
- How do I maintain a culture of collaboration and connection?
- How do I ensure high productivity and personal accountability?
- SCARF: The brain science of workplace engagement.
- Improving our one-on-one meeting skills.
- Giving and receiving feedback, and becoming comfortable with conflict.
- What gets in the way of accountability?
- The hows, whens, and whats of decision-making.

D. Skill-Building "Common Commitment" Workshops for Non-Supervisory Employees

We recommend that all employees attend three or four half-day skill-building "common commitment" workshops. These workshops help organizations get everyone on the same page in terms of best-practice skills that promote a culture of high morale, collaboration, accountability, and engagement. Your team members will leave these workshops with practical skills that support healthy, authentic, respectful work relationships, and high-functioning teams.

We will work with leaders during or before the *Managing with Mind and Heart* series to determine what topics we will cover during these sessions. Some of the topics may include:

- Understand workplace morale – what it is, why it matters, and your part in creating it
- Learn key adaptive and emotional IQ skills for building trust and respect
- Learn to listen so others feel heard
- Learn to give feedback in a way that maintains trust
- Practice receiving feedback with non-defensiveness

- Discover the five healthy ways to deal with workplace triangulation and negativity
 - Explore that concept of "gratitude made easy"
 - Learn to lead and participate in effective and enjoyable meetings
 - Discover the six decision-making options for building team collaboration and cohesion
 - Build trust and respect through:
 - Discovering and gaining an appreciation for your own behavior style
 - Understanding your impact on others as a co-worker
 - Identifying and appreciating different behavior styles among team members
 - Learning to maximize your strengths and identify your growth opportunities
-

E. Executive Team Development

Executive team interviews (Optional)

To support the executive team development process (see below), your Nash Consulting partner will conduct a series of confidential, one-on-one interviews (approximately 45-60 minutes each) with all members of the executive team.

These interviews will explore:

- Organizational context and team culture
- Strengths and growth areas
- Perceived leadership and communication styles
- Morale, engagement, and behavioral patterns
- Overall team dynamics

The overall interview results would then be shared with the executive sponsor(s) in order to increase awareness and facilitate collaboration between leadership and the consultant in customizing the upcoming executive team workshops.

Executive team workshops

Organizations that prioritize the health and cohesion of their executive teams see long-term gains in morale, effectiveness, sustainability, and overall employee engagement.

To support this, Nash Consulting will engage with the executive team for six to eight days over the course of several months. These sessions are designed to advance the executive team toward a standard of excellence that positively shapes organizational culture at all levels as well as reinforce and sustain the Managing the Mind and Heart leadership principles introduced to the broader leadership community.

The focus and content of these days will be determined in part by the interview results and through a collaborative process before the actual workshops. Possible components for Nash Consulting's executive team development work are:

Sustaining the *Managing with Mind and Heart* leadership development skills and mindsets. The goal here would be supporting Everett Public Works in avoiding the "flavor-of-the-year" trap in terms of the best-practice management skills the entire leadership community will be learning during this time period. The key factor in sustaining these types of leadership development initiatives is an executive team that is fully committed to both living out the skills and behaviors being taught and to sponsoring (reminding and requiring) these same skills and behaviors throughout the leadership community.

Individual self-awareness and group dynamic awareness. This component incorporates individual assessments, team dynamics assessments, and group discussions.

Team skill-building. It's important that executive teams are adept at a variety of team skills, including making great decisions and whole-heartedly committing to those decisions, managing conflict and disagreement in order to facilitate the free flow of ideas and creativity, holding effective executive team meetings, practicing mutual accountability, being committed to one another's success (understanding the "First Team" concept), and more. To help an executive team achieve a level of peak performance, we creatively and effectively walk them through a modified version of the five stages of Patrick Lencioni's "Five Dysfunctions of a Team" model, providing practical skills, deep insights, and sustainable commitments.

This skill building must be based on a foundation of mutual trust, psychological safety, and shared accountability. The work we do on this level is not a "touchy-feely" process involving trust falls or hugging. Here we walk the team through a series of discussions and activities that will increase the executive team's ability to show up authentically, create psychological safety, embrace healthy disagreement, support one another with both grace and accountability, lead the organization with cohesion, and more.

Topics and skill-building may include:

- **Trust building:** Explore ways to create and maintain psychological safety within an executive team, including discussions on "group elasticity" (the ability to let go and move forward), receiving feedback non-defensively, giving feedback with clarity and compassion, engaging in open and healthy disagreement, and effectively managing the "power differentials" that exist within your team.
- **Accountability:** Understanding the importance and skills around agreeing to shared standards, setting clear expectations, avoiding letting things slide, getting comfortable with holding others accountable, and following up and following through.
- **Effective decision-making:** Getting clear on the different decision-making styles, who decides, and ensuring follow-through and ownership of decisions, and a focus on how to discuss, debate, compromise, and decide.
- **Enjoyable and productive meetings:** Learn some of the secrets of holding highly effective executive team meetings, with a focus on effective use of time, mutual influence, creativity, shared commitments, productivity, "smart" agendas, and more.

- **Behavior styles:** Here we will dive deeper into the four spectrums of human behavior as applied to this specific executive team as a way to help members increase their own self-awareness, build greater trust and respect in this team and in their individual departments, and improve their effectiveness as team members and leaders.

Organizational Systems Thinking. It's important that executive teams understand the deeper "truths" behind how organizations function and what makes them thrive. Here, we'll take a thirty thousand-foot level view of Everett Public Works using the "Waterline Model," assessing strengths and growth opportunities in terms of *structure* (roles, goals, policies, leadership skills, etc.), *group processes* (communication methods, accountability practices, meetings, decision-making, etc.), *interpersonal dynamics* (interpersonal conflict, triangulation, respect, feedback, etc.) and *intrapersonal behaviors* (emotional I.Q., resilience, growth versus fixed mindset, etc.). This exploration will result in action plans and intentions for both individual executive team members and for the group as a whole.

Leadership skill development. An effective executive team must provide effective leadership throughout the organization in terms of change management, sponsorship, communication, motivation, morale building, accountability, and much more. Time may be spent on honing these skills and making sure that the members of the executive team are on the same page in terms of how they are leading their individual teams.

Common commitments. Throughout the executive team development process, we incorporate a "Common Commitments" approach. This process results in a set of agreed upon guidelines that support the practices of accountability, decision-making, teamwork, respect, attention to results, and overall cohesion. These commitments are developed collaboratively and revisited regularly throughout the process to support the team's growth and alignment.

F. Sustainability Coaching

Our firm is committed to avoiding a "flavor-of-the-year" approach because we are convinced that this fosters a sense of cynicism and resistance. To avoid this sort of impact and to create sustainability, Nash Consulting would work with your sustainability committee in the following ways:

- Direct training in sustainability concepts
- Help with the creation of specific sustainability practices, processes, and action plans throughout and following the workshop series
- Consultation and action planning with executive sponsors and the change team to develop a leadership-skill **sustainment plan and roadmap**—covering sponsorship, ongoing learning, support, and routine practice of skills and processes

Delivery options

Our *Managing with Mind and Heart* series can also be formatted in creative ways to accommodate the needs of our clients.

Part 1: The Manager's Mindset | Managing with Mind & Heart

Learning Objective: Embrace the core commitments of an effective people-leader

Here we explore how managers can effectively create healthy workplaces (whether on-site, remote, or hybrid) by focusing on workplace morale, emotional IQ, and psychological safety. We also introduce the Top 15 Management Skills for building healthy, highly engaged organizations and begin the journey of developing and practicing a set of specific adaptive skills, such as the ability to receive feedback non-defensively and listen so others feel heard.

The Six Commitments of Effective People Management

1. **Personal Growth for Managers** | *Key learning: Developing a growth mindset*
2. **The Morale Mandate** | *Key learning: Recognizing leadership's role in creating and maintaining morale*
3. **The Top 15 Management Skills** | *Key learning: Identifying key people-management "deliverables"*
4. **Show Caring and Respect** | *Key learning: Demonstrating to employees that you have their best interests at heart*
5. **Grow Your Adaptive Skills** | *Key learning: Developing emotional intelligence and listening so people feel heard*
6. **Manage Your Power Differential** | *Key learning: Maximizing approachability and receiving feedback nondefensively*

Part 2: Proactive Management | Systems Thinking

Learning Objective: Learning systemic solutions that improve workplace culture

In this workshop, we'll continue our journey through the Top 15 Management Skills and explore the challenge and the privilege of building and maintaining a professional and positive workplace culture through utilizing the "Waterline Model," a proactive approach to organizational health. We'll learn practical skills around setting clear expectations, holding effective one-on-one meetings, giving feedback clearly and compassionately, and more.

Waterline Level 1: Structure

- **Single-Point Accountability** | *Key learning: Understanding "systems" using an example of single-point accountability*
- **Clear Expectations (The PSP)** | *Key learning: Establishing clear and collaborative expectations with employees*
- **Accountability Defined** | *Key learning: Differentiating proactive accountability from simply addressing poor performance*

Waterline Level 2: Group Processes

- **One-on-Ones** | *Key learning:* Building trust and connection through regular, scheduled one-on-ones
- **Lines of Communication** | *Key learning:* Managing healthy communication channels
- **By-Whens** | *Key learning:* Committing to reliability and follow-through

Waterline Level 3: Interpersonal

- **The Art of Giving Feedback** | *Key learning:* Giving feedback clearly, compassionately, and effectively

Part 3: Understanding People | Behavior Styles

Learning Objective: Building trust and respect through understanding our behavior styles

This fun and interactive workshop explores the four spectrums of human behavior and reveals how leaders can use Behavior Styles Theory, combined with a growth mindset, to increase their own self-awareness, build greater trust and respect in their work group, and improve their effectiveness as leaders.

- **The Four Spectrums of Human Behavior** | *Key learning:* Appreciating our diverse behavioral expressions
- **Discovering Your Behavior Style(s)** | *Key learning:* Identifying your own combination of styles
- **What's Your Vibe?** | *Key learning:* Gaining a working understanding of the four styles and how we impact others
- **Morale, Meetings, and Managers** | *Key learning:* Exploring each style's basic wants, needs, and expectations
- **Ranges of Expressions** | *Key learning:* Digging deeper into the ways people express themselves emotionally
- **Building Trust and Respect** | *Key learning:* Discovering ways to help others show up as their best selves
- **Creating Your "User Manual"** | *Key learning:* Practicing self-advocacy and increasing others' understanding of you
- **Your Growth Opportunities** | *Key learning:* Committing to three customized learning and growth strategies

Part 4: Performance Management | Partnering with Employees to Improve Performance

Learning Objective: Mastering the art of holding employees accountable while maintaining trust and respect

Managers provide feedback in hopes of getting employees to do more of what's working and less of what's not. But let's be honest: that doesn't always happen. Efforts to

provide feedback, even if well-intentioned, can easily backfire and cause hurt, confusion, and apathy among employees. This workshop equips managers with techniques that maximize the effectiveness of workplace feedback and coaching.

- **Accountability Revisited** | *Key learning:* Reviewing accountability as a continuum from proactive to remedial
- **Navigating Organizational Concerns** | *Key learning:* Learning to select from five key manager responses
- **The Four Keys to Effective Performance Management** | *Key learning:* Balancing accountability with supportive leadership
- **Progressive Conversations** | *Key learning:* Practicing the art of challenging conversations
- **Staying Connected Relationally (QALE)** | *Key learning:* Maintaining curiosity and empathy in your corrective conversations
- **Dealing with Challenging Responses** | *Key learning:* Navigating defensiveness and resistance while fostering trust

Part 5: Employee Engagement | Meeting Employees' Needs

***Learning Objective:* Applying the five core social needs - status, certainty, autonomy, relatedness, and fairness - to enhance employee well-being and engagement**

In this workshop, we will start out the day by digging into some important information about the brain, human needs, and the psychology of workplace engagement in our continuing journey toward management excellence. Then we'll begin exploring practical and effective ways to build employee engagement with the five core social needs in mind. *Status*

- **Recognition and Appreciation** | *Key learning:* Effectively validating employees' contributions, value, and worth

Certainty

- **Information Distribution** | *Key learning:* Building communication channels that reduce uncertainty and increase trust

Autonomy

- **The Outcome-Based Mindset** | *Key learning:* Adjusting our mindset toward employee autonomy
- **Decision-Making Styles** | *Key learning:* Using “smart autonomy” to situationally adapt our decision-making approach

Relatedness

- **Creating Connection at Work** | *Key learning:* Incorporating the three-part strategy for building workplace community
- **Triangulation in the Workplace** | *Key learning:* Reducing workplace triangulation and free-floating negativity

- **Effective and Enjoyable Meetings** | *Key learning:* Facilitating meetings that maximize effectiveness and engagement

Fairness

- **Actual and Perceived Favoritism** | *Key learning:* Establishing a culture of fairness and belonging

Part 6: Sustaining Change

Key Objective: Learn the foundation of leading change *and* create a sustainable leadership development plan

In this section, we'll turn our attention to the vital topic of sustainability and how to avoid the "flavor-of-the-year syndrome" in terms of applying The Top 15 Management Skills to your workplace. Our goal is to work with you to help ensure that you and your fellow management team members implement and sustain the skills from this workshop in order to achieve long-term success.

- **Sponsorship** | *Key learning:* Establishing and maintaining upper management commitment to change
- **How Systems Change (or Don't)** | *Key learning:* Understanding the dynamics of resistance, persistence, and sustainability
- **Avoiding the "Flavor-of-the-Year" Syndrome** | *Key learning:* Embedding leadership skills into an organization's culture
- **Sustainability Group Project** | *Key learning:* Designing a leadership skills sustainability plan for your organization
- **Final Commitments and Action Planning**

**EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT**

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

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

Name	Title	Rate
enter name	Owner	\$75/hr.
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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

Exhibit B:

Fees

Our rates without expenses and other associated costs are:

Full-day workshops and meetings	1-2 days	\$6200
Half-day workshops and meetings	3-4 days	\$6000
Organizational assessment survey (includes follow-up)		\$5000
Individual interviews		\$420/person
Direct client hourly work (remote and in-person meetings)		\$390/hour
Non-direct client hourly work		\$160/hour
Coaching contracts		\$10,000/6 months
		\$8,000/4 months

Estimate for Everett Public Works

Materials:

We ask that our clients assemble the training materials/workbooks we will be using during our workshop(s) using materials we will make available, and in exchange, we offer our clients free limited access to select materials for use in their current and future efforts toward sustainability. (Also, see terms and conditions for a brief description of our "Train the Trainer" and perpetual use license agreement offering.)

For remote workshops, we ask that clients provide all workshop participants with a hard copy of the workshop notebook, in lieu of workshop participants accessing the notebook electronically during class.

Travel and other expenses:

Per diem for meals: We charge a per diem for all full and half-day engagements based on the current GSA rates.

Other travel expenses: Depending on travel time and distance for the consultant(s) you're partnered with, travel expenses may include mileage (at the current federal rate), airfare, hotels, ground transportation, parking, and a meal per diem for non-training travel days.

Billing for coaching:

1. We bill for the entire coaching contract around the time of the first coaching session. (Additional costs, such as 360-degree interviews and certain assessments are billed if/as needed.)

2. If either the client or the consultant deems the coaching relationship not a good fit following an initial discussion, we will work with you to find the best match among our other coaches in order to successfully fulfill the contract.
3. If the coaching client does not complete the full contract, the remainder of the contract will be transferred to a different person within the same organization.

Cancellation/missed appointment policy:

100% of the fees associated with any half or full-day will still be billed to the client if the engagement is canceled with less than a seven-day notice, even if that specific day is rescheduled.

If the client does not show up to a scheduled appointment (i.e., a missed interview or meeting time that was scheduled in advance), Nash Consulting will still bill the client for that missed session. If the client cannot make it to a scheduled appointment, they should let their Nash Consulting partner know at least 12 hours in advance to avoid being billed for it.

Exceptions to this policy due to extenuating circumstances can be (and often are) made on a case-by-case basis.

Other Notes:

- These costs do not include printing or any agency-internal costs.
- Hourly/daily rates will apply for additional sessions/meetings. The below cost is only an estimate.
- Nash Consulting only bills for completed work. If items reflected in the below estimate are not rendered, the client will not be billed for them.
- For coaching contracts, we bill for the entire contract around the time of the first coaching session, except for 360-degree interviews, which will be billed on a monthly basis as they're completed.
- The interview fees include the interview and the estimated time required for interview data review and analysis.
- Depending on time and budget needs, Nash Consulting may be able to adjust scope and/or fees.

Leadership Development Estimate

Subtotal

\$137,190.00

Description	Item	Quantity	Price
Planning and Coordinating			
Sponsorship Conversation	\$390.00	2 Hours	\$780.00
On-going conversations for planning, coordinating, sponsorship coaching, and logistics throughout the engagement (only used as needed)	\$390.00	6 Hours	\$2,340.00
Employee Engagement Survey			
Employee Engagement Survey	\$5,000.00	1 Survey	\$5,000.00
<i>(Follow-up survey is included at no additional cost)</i>			
An Additional Leadership Development Workshop			
Managing with Mind and Heart series	\$5,700.00	6 Full Days	\$34,200.00
Phase 2 Leadership Development			

Description	Item	Quantity	Price
Refresh, Review, and Recommit - late 2026	\$390.00	3 Full Days	\$1,170.00
Employee Workshops			
Half-Day Skill Building "Common Commitment" Workshops	\$5,700.00	10 Full Days	\$57,000.00
<i>(Each full-day represents two half-day workshops)</i>			
Executive Team Development			
Executive Team Workshop Series	\$5,700.00	4 Full Days	\$22,800.00
Sustainability Coaching			
Sustainability training and support for the sustainability committee	\$390.00	10 Hours	\$3,900.00
Additional Travel and Printing Expenses	\$10000.00		\$10000.00
Total	\$137,190.00		



City Council Agenda Item Cover Sheet

Project title: Award Greely Street Water Quality Retrofit Construction Contract to SEI Neptune General Contractors for an amount of \$475,187.00

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 03/25/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Bid Summary, Project Map

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: Greely Street Water Quality Retrofit

Partner/Supplier: SEI Neptune General Contractors

Location: Greely Street south of W Mukilteo Blvd

Preceding action: Plans and Systems Ordinance – [CB 2305-32, Approved 6/7/2023](#)
Authorization to call for bids – [Approved 1/22/2025](#)

Fund: 336 – Utilities Fund, Program 036

Fiscal summary statement:

The Greely Street Water Quality Retrofit project is one of four sites that comprise the greater Water Quality Retrofit Improvements project authorized by Ordinance No. 3960-23. The programmed available funding for the project is \$1,325,000. Partial funding is provided by a WA State Department of Ecology water quality grant in the amount of \$429,000.

Project summary statement:

Bid proposals for the Greely Street Water Quality Retrofit project were opened on March 3, 2026. The City received twelve bids including the three apparent lowest bids of: SEI Neptune General Contractors for \$475,187.00; E & E Contracting for \$487,295.00; and WSB Excavation & Utilities for \$525,426.00. The full list of bidders and amounts is attached.

Recommendation (exact action requested of Council):

Award the Greely Street Water Quality Retrofit project contract to SEI Neptune General Contractors as the lowest responsive and responsible bidder in the amount of \$475,187.00.



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

BID SUMMARY

Greely Street Water Quality Retrofit
W.O.UP 3817

Date: 3/3/2026

For: Emily Coba, Project Engineer

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$560,259.35
SEI Neptune General Contractors	\$475,187.00
E & E Contracting	\$487,295.00
WSB Excavation & Utilities, LLC	\$525,426.00
Moeco, LLC	\$536,424.35
Kamins Construction, Inc	\$553,768.00
Shoreline Construction Co	\$586,910.00
Harkness Construction, LLC	\$607,559.00
SRV Construction, Inc	\$611,989.90
Earthwork Solutions, LLC	\$651,615.00
East Slope Earth Works, LLC	\$658,798.00
B & L Utility, Inc	\$689,575.00
Olson Brothers Excavating, Inc	\$711,356.00



Greely Street Water Quality Retrofit Project Area (aka Site GW-2)

W Mukilteo Blvd

Glenwood Creek

Greely St

Contributing Basin

Merrill Creek Pkwy

City Of Everett
Gosync Plot
1 inch = 417 feet



This Map has been produced using the best information available. However, the City of Everett in no way guarantees its accuracy.

Date: 4/13/2023 User: ECoba

0 50 100 200 300 400 500 600 700 800
Ft

Project title: Authorize a Call for Bids for the – WPCF TFI Barscreen Repair Project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 03/25/26
Action
Ordinance
Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:

Department(s) involved:
Public Works

Contact person:
Jeff Marrs

Phone number:
425-257-8967

Email:
jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Call for Bids

Project: WPCF TFI Barscreen Repair

Partner/Supplier: N/A

Location: 4027 4th Street SE

Preceding action: N/A

Fund: Fund 401 – Water & Sewer Utility Fund

Fiscal summary statement: The funding source for this project will be \$300,000 from Fund 401 – Water & Sewer utility.

Project summary statement: Public Works seeks authorization to call for bids for the WPCF TFI Barscreen Repair Project.

The Recirculation/Bypass Flow Control Structures’ Trickling Filter Influent (TFI) Barscreen, at the WPCF, needs pipe joint/connection repair for two active 48-inch conveyance pipes and all subsequent foundation fill and surface fill restoration of adjacent areas. The full repair project is anticipated to be completed by November 2026.

Recommendation (exact action requested of Council): Authorize call for bids for the WPCF TFI Barscreen Repair Project.

Project title: Professional Services Agreement with Traffic Data Gathering (TDG) for the Citywide Pedestrian and Bicycle Data Collection Project.

Council Bill #

Project: Citywide Pedestrian and Bicycle Data Collection Project

Partner/Supplier: Traffic Data Gathering (TDG)

Agenda dates requested:

Location: Citywide

Preceding action: None

Fund: Fund 024 – Engineering

Briefing

Proposed action

Consent 03/25/26

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Professional Services Agreement

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Fiscal summary statement:

The City of Everett seeks a Professional Services Agreement with Traffic Data Gathering (TDG) with a total compensation amount not to exceed \$139,000.

This project is fully funded through the “2022 City Safety Selections” federal grant awarded to the City on September 13, 2022.

Project summary statement:

The purpose of this project is to collect pedestrian, bicyclist and vehicle turning movement data. The data will be used to update the agency's systemic safety analysis.

Traffic Data Gathering (TDG) will perform turning movement counts (TMCs) at 59 intersections throughout the City of Everett. Each intersection will be surveyed for two consecutive days (either Tuesday–Wednesday or Wednesday–Thursday) between 4:30 AM and 7:00 PM, capturing vehicular, heavy-vehicular, bicycle, and pedestrian movements in accordance with WSDOT and FHWA standards.

TDG was selected through a qualification-based selection process that included advertisement of a Request for Qualifications (RFQ) and a detailed review of submitted qualifications. The qualification statements were evaluated and scored by the project team.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Service Agreement with Traffic Data Gathering (TDG) for the Citywide Pedestrian and Bicycle Data Collection Project.

Initialed by:

RLS

Department head

Administration

Council President



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Traffic Data Gathering
	11410 13th St. SE Lake Stevens, WA 98258
	CarlaN@TrafficDataGathering.com
City Project Manager	Tom Hood
	City of Everett – Public Works 2930 Wetmore Ave
	Everett, WA 98201
	thood@everettwa.gov
Scope of Work (must select one)	<input checked="" type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows Traffic Data Gathering (TDG) will perform turning movement counts (TMCs) at 59 intersections throughout the City of Everett. <input type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: Enter scope of work here. If space here is insufficient, attach scope of work instead.

BASIC PROVISIONS	
Completion Date	October 31, 2026
Eligible Expenses (not-to-exceed)	\$139,000
Maximum Compensation Amount	\$139,000 Note: the Maximum Compensation Amount is inclusive of Eligible Expenses.
Method of Payment (must select one)	<input type="checkbox"/> Lump Sum paid upon completion of all work. <input checked="" type="checkbox"/> Payment method is described in scope of work. <input type="checkbox"/> Payment method is as follows: Enter payment method as text here
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	If the Maximum Compensation Amount under this Agreement is \$10,000 or greater, then, by signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.
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END OF BASIC PROVISIONS

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

**CITY OF EVERETT
WASHINGTON**

Traffic Data Gathering

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Carla Nasr

Signer's Email Address:

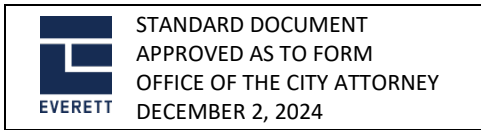
CarlaN@TrafficDataGathering.com

Date

Title of Signer: Project Manager

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.070324)

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

Compensation Amount in the Basic Provisions.

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

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

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

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

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

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

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

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

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's):			
Address		Federal Aid Number	
UBI Number		Federal TIN	
Execution Date		Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title			
Description of Work			
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No DBE Participation	Maximum Amount Payable:
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No MBE Participation	
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No WBE Participation	
<input type="checkbox"/> Yes	%	<input type="checkbox"/> No SBE Participation	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B ~~DBE Participation~~
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E ~~Sub-consultant Cost Computations~~
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H ~~Liability Insurance Increase~~
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm/Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each Task Order unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE), the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, its agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE's and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number:

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XIX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Scope of Services and Cost Estimate

Project: Traffic Data Collection Services – WO# PW3840

Client: City of Everett

Consultant: Traffic Data Gathering (TDG)

Project Manager: Carla F. Nasr

1. Scope of Services

Traffic Data Gathering (TDG) will perform **turning movement counts (TMCs) at 59 intersections** throughout the City of Everett.

Each intersection will be surveyed for **two consecutive days** (either Tuesday–Wednesday or Wednesday–Thursday) between **4:30 AM and 7:00 PM**, capturing **vehicular, heavy-vehicular, bicycle, and pedestrian movements** in accordance with WSDOT and FHWA standards.

Task 1 – Project Management and Coordination

- Carla Nasr will serve as the single point of contact with the City.
 - TDG will confirm the final list of 59 intersections, coordinate access and schedule with City staff, and manage communication throughout the project.
 - Weekly progress updates and immediate notifications of any weather or access issues.
 - Ensure adherence to DBE and safety compliance requirements.
-

Task 2 – Site Review, Preparation, and Equipment Deployment

- Pre-survey GIS mapping review to confirm mounting points, camera coverage, and field accessibility.
- Site verification to identify optimal mounting structures (street poles, signal arms, or posts) for complete intersection coverage.
- Dual-camera setups at intersections where line-of-sight limitations are anticipated.
- All equipment installed by trained field technicians in compliance with WSDOT's safety and MOT standards.

- Technicians will submit photographic confirmation of each installation to TDG's central portal.
-

Task 3 – Video Collection and Data Processing

- Continuous 14.5-hour recordings (**4:30 AM–7:00 PM**) will be collected for 17 intersections on both days.
- Continuous 12-hour recordings (**6:00 AM–6:00 PM**) will be collected for 42 intersections on both days.
- Encrypted video files will be uploaded to TDG's centralized cloud portal after retrieval for secure processing.
- Trained analysts will tabulate **pedestrian, bicycle, vehicular, and heavy-vehicular movements** using the **Federal Highway Administration (FHWA) 13-Bin Vehicle Classification** standard, as follows:
 - **Bin 1:** Vehicles
 - **Bins 2–3 (without trailers):** Vehicles
 - **Bins 2–3 (with trailers):** Heavy Vehicles
 - **Bins 4–13:** Heavy Vehicles
- Each counting period will be **divided into alternating time segments (e.g., even and odd hours)** assigned to **different trained analysts/tabulators**. This ensures that **no single analyst is responsible for an entire dataset**, introducing a deliberate cross-check layer to maintain integrity and prevent bias or data manipulation.
 - For example, one analyst may process 6–7 AM, 8–9 AM, 10–11 AM, etc., while another processes 7–8 AM, 9–10 AM, 11–12 PM, etc.
 - Since analysts do not know which colleague is processing adjacent time segments, **no coordination or “filling in” can occur**, creating an independent verification structure within the workflow.
- Results from adjacent segments are cross-referenced during QA/QC review to verify continuity, accuracy, and internal consistency before final data validation.

- This multilayered review process—combining procedural segmentation, cross-analyst tabulation, and statistical QA/QC—ensures full transparency and reliability in all final results.
-

Task 4 – QA/QC and Data Verification

- Automated QA/QC via statistical outlier detection (IQR and Z-Score thresholds ± 2).
 - Manual spot checks of flagged 15-minute intervals to ensure data integrity.
 - Internal review and sign-off by QA/QC Advisor, Souheil Nasr, P.E.
-

Task 5 – Reporting and Deliverables

- Final datasets will be provided in **Excel (Synchro-compatible)** and **PDF formats**, including:
 - Total motor vehicle volume (cars + heavy vehicles (HV)) for each movement with HV% by approach along with pedestrian crossing volume by leg will be provided on one sheet.
 - Bicycle volume for each movement along with pedestrian crossing volume by leg will be provided on a separate sheet.
 - Peak hour and peak-hour factor analyses
 - Heavy vehicle percentage (HV%) summaries
 - Directional movement visuals for peak hours
- Deliverables transmitted via email and cloud link within **3 business days** following pickup.

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Actuals Not To Exceed Table (ANTE)					
Traffic Data Gathering 11410 13th Street SE Lake Stevens, WA 98258					
Job Classification	Direct Labor Rate		Safe Harbor Overhead 120% (Office) & 90% (Field)	Safe Harbor Fixed Fee 30%	All Inclusive Hourly Billing Rate
	NTE		NTE		NTE
Project Manager	\$ 40.00		\$ 48.00	\$ 12.00	\$ 100.00
Office Technician/Analyst	\$ 32.00		\$ 38.40	\$ 9.60	\$ 80.00
Field Technician	\$ 30.00		\$ 27.00	\$ 9.00	\$ 66.00

City of Everett Citywide Systemic Pedestrian and Bicyclist Data Collection - WO# PW 3840 Fee Determination Traffic Data Gathering					
Classification	Est Hours		Rate (\$)		Total (\$)
Project Manager	39	x	\$ 100.00	=	\$ 3,900.00
Technician/Analyst (Office)	1400	x	\$ 80.00	=	\$ 112,000.00
Technician (Field)	350	x	\$ 66.00	=	\$ 23,100.00
			Grand Total (\$)	=	\$ 139,000.00

December 23, 2025

Carla Nasr, Principal
Traffic Data Gathering
11410 13TH St SE
Lake Stevens, WA 98258-8558

- Re: Traffic Data Gathering
Safe Harbor Indirect Cost Rate

Dear Carla:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Traffic Data Gathering. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 120% of direct labor, and a field rate, where applicable, of 90% of direct labor for Traffic Data Gathering. The Safe Harbor rate is effective on December 23, 2025.

Traffic Data Gathering has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2029. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,



Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Traffic Data Gathering

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 120% of direct labor with a field rate, when applicable, of 90% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance'. Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO Uniform Audit & Accounting Guide*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature:  _____

*Name of Certifying Official (Print): Carla Nasr

*Title: Owner

Date of Certification (mm/dd/yyyy): 12/9/2025

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Project title: An Ordinance creating a special improvement project entitled “PGSF WMVD Storm and Combined Sewer Improvements” Fund 336, Program 037 and repealing Ordinance No. 3967-23.

Council Bill #

CB 2603-14

Agenda dates requested:Briefing, 1st Reading 03/18/26

Proposed action 03/25/26

Consent

Action 04/01/26

Ordinance

Public hearing

Yes No**Budget amendment:**Yes No**PowerPoint presentation:**Yes No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** PGSF WMVD Storm and Combined Sewer Improvements**Partner/Supplier:** TBD**Location:** Port Gardner Storage Facility**Preceding action:** [Ordinance No. 3967-23, approved 9/6/23](#)**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

Ordinance No. 3967-23 authorized \$4,500,000 for the design of improvements. Currently, a new funding Ordinance is necessary for the construction phase of the project. This Ordinance will authorize an additional \$113,000,000 to be programmed for the construction phase of the project.

Ordinance 3967-23 will be repealed and replaced with the following appropriations:

Design Phase (previously programmed)	\$ 4,500,000
Construction Phase (proposed)	<u>\$113,000,000</u>
Total project costs	\$117,500,000

The total programmed available funding for design and construction of the project will be \$117,500,000.

The funding source for the newly programmed amount will be as follows:

Fund 401 – Water and Sewer Utility	\$117,500,000
------------------------------------	---------------

The Public Works Department is actively pursuing grant funding. If awarded, this will reduce local contributions to project funding.

Project summary statement:

As a component of the PGSF program, this project is necessary to comply with the Agreed Order with the Department of Ecology for reduction of Combined Sewer Overflow (CSO) events. This project, to be constructed along the WMVD corridor in two separate contracts, includes the design and construction of new large-diameter storm and combined sewer infrastructure and rehabilitation/replacement of an existing 48-inch water main for combined sewer, as well as crossing pipelines under railroad tracks.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “PGSF WMVD Storm and Combined Sewer Improvements” Fund 336, Program 037 and repealing Ordinance No. 3967-23.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “PGSF WMVD Storm and Combined Sewer Improvements” Fund 336, Program 037, to accumulate all costs for the improvement and repealing Ordinance No. 3967-23.

WHEREAS,

- A.** The City of Everett is committed to a planned stormwater and sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new facilities on West Marine View Drive to comply with emerging regulations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 037, entitled “PGSF WMVD Storm and Combined Sewer Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3967-23 is hereby repealed.

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

Section 3. The sum of \$117,500,000 is hereby appropriated to Fund 336, Program 037, “PGSF WMVD Storm and Combined Sewer Improvements” as follows:

A. Estimated Project Design and Construction Costs	\$117,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$117,500,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “Evergreen Way Overlay” Fund 303, Program 139, to accumulate all costs for the improvement.

Council Bill #

CB 2603-15

Agenda dates requested:

Briefing
 1st Reading 03/25/26
 Proposed action 04/01/26
 Consent
 Action 04/08/26
 Ordinance X
 Public hearing
 Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Project: Evergreen Way Overlay

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: Casino Rd to Madison St

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a federal National Highway System (NHS) grant through WSDOT totaling \$3,561,000 for the construction phase of the project. Federal funds are available at 100% and no local match is required.

This ordinance will provide funding authorization for the design and construction phases of the project. This includes \$400,000 in local funds necessary for the design phase. The programmed available funding for the project is \$3,961,000. The funding sources for this project will be as follows:

Federal Grant - NHS	\$3,561,000
Fund 119 – Street Improvements	<u>400,000</u>
Total Funds	\$3,961,000

Project summary statement:

The Evergreen Way Overlay project includes grinding, hot-mix-asphalt (HMA) overlay, pavement markings, traffic induction loops, upgrades to signal equipment and curb ramps, and associated utility adjustments between Casino Rd and Madison St.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Evergreen Way Overlay” Fund 303, Program 139, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Evergreen Way Overlay” Fund 303, Program 139, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned street preservation program; and
- B.** The City of Everett has identified the need and obtained funds to construct certain preservation improvements to arterial street segments.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 139, entitled “Evergreen Way Overlay” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

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

Section 3. The sum of \$3,961,000 is hereby appropriated to Fund 303, Program 139, “Evergreen Way Overlay” as follows:

A.	Estimated Project Costs	\$3,961,000
B.	Source of Funds	
	Federal Grant – NHS	3,561,000
	Fund 119 – Street Improvements	<u>400,000</u>
	Total Funds	\$3,961,000

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause, or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled "Dorn Avenue Drainage Improvements" Fund 336, Program 043, and repealing Ordinance No. 4048-24.

Council Bill #

CB 2603-16

Agenda dates requested:

Briefing
 1st Reading 03/25/26
 Proposed action 04/01/26
 Consent
 Action 04/08/26
 Ordinance X
 Public hearing
 Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Project: Dorn Avenue Drainage Improvements

Partner/Supplier: N/A

Location: Dorn Avenue

Preceding action: [Ordinance 4048-24, approved on 10/23/24](#)

Fund: 336-Water & Sewer System Improvements Fund

Fiscal summary statement:

Ordinance 4048-24 authorized an appropriation of \$900,000 for the design phase of the project.

Additional funding in the amount of \$6,000,000 is required for the construction phase of the project. This new ordinance is necessary to program the additional funds needed for full completion of the project.

This Ordinance will repeal Ordinance 4048-24, and authorizes the following appropriations to be programmed:

Design Phase (previously programmed)	\$ 900,000
Construction Phase (newly programmed)	<u>6,000,000</u>
Total Project Costs	\$6,900,000

The total programmed available funding for design and construction of the project increased by \$6,00,000 and is now \$6,900,000.

The funding sources for this project will be as follows:

Fund 401 - Water and Sewer Utility	<u>\$6,900,000</u>
Total source of funds	\$6,900,000

Project summary statement:

This project will address persistent flooding on Evergreen Way in the vicinity of the intersection with Holly Drive. Work will consist of efforts to replace and improve the storm drain system.

This project contains the work issues identified in the Surface Water Comprehensive Plan (SWCP) NC-7. A study performed by Otak Inc. identified improvements to address flooding issues on Dorn Avenue.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Dorn Avenue Drainage Improvements" Fund 336, Program 043, and repealing Ordinance No. 4048-24.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043, and repealing Ordinance No. 4048-24.

WHEREAS,

- A.** The City of Everett is committed to a planned stormwater system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new facilities to increase capacity and reduce maintenance demands.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 043, entitled “Dorn Avenue Drainage Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 4048-24 is hereby repealed.

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

Section 3. The sum of \$6,900,000 is hereby appropriated to Fund 336, Program 043, “Dorn Avenue Drainage Improvements” as follows:

A. Estimated Project Design & Construction Costs	\$6,900,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$6,900,000

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance approving the appropriations of the 2026 revised City of Everett Budget and amending Ordinance No. 4126-25.

Council Bill # *interoffice use*

CB 2603-17

Agenda dates requested:

Briefing	3/25/26	
Proposed action	4/1/26	
Action	4/8/26	
Ordinance		X
Public hearing		
Yes	X	No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Mike Bailey

Phone number:

Email:

m Bailey@everettwa.gov

Initialed by:

MB

Department head

Administration

Council President

Project: 2026 Budget Amendment #1

Partner/Supplier: NA

Location: NA

Preceding action: Ordinance No. 4126-25

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2026 Operating Budget, increasing General Government budgeted expenditures by \$1,064,153 and increasing Non-General Government budgeted expenses by \$6,412,317 for a total of \$7,476,470.

Project summary statement:

This budget amendment revises the 2026 budget to appropriate funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2026 revised City of Everett Budget and amending Ordinance No. 4126-25.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2026 revised City of Everett Budget and amending Ordinance No. 4126-25.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2026 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 4126-25 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2026 Budget with a total increased expenditure appropriation of \$7,476,470.

	<u>Expenditures</u>
2026 Original Budget	\$ 612,755,455
Budget Amendment #1	7,476,470
Project funding previously approved	5,038,272
2026 Amended Budget	<u>\$ 625,270,197</u>

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: _____

**2026
Budget Adjustments
Tally Sheet**

Department		Code	Rev	Exp	FB	
GGR-1	Non-Departmental	Human Needs Grants	009R		37,593	(37,593)

This reappropriation proposes to carry forward unspent 2025 Human Needs grant award funds into the 2026 allocation. A total of \$37,593 will be allocated under professional services for subrecipient agreements.

Increase professional services - Non-Departmental	009	5000199410		37,593	
Funding Source- Fund balance	009	5980000490			37,593

Department		Code	Rev	Exp	FB	
GGR-2	Police	Skydio Drones	031R		8,774	
GGR-2	Non-Departmental	Skydio Drones	009R			(8,774)

In 2025, the Everett Police Department issued a purchase order for two Skydio Drones. Due to market conditions and supply chain delays, the order was not received and paid in full as expected. This reappropriation request seeks to carry forward \$8,774 unspent to 2026 expenditure budget.

Increase M&O expenditures - Police	031	5400004350		8,774	
Funding Source- Fund balance	009	5980000490			8,774

Department		Code	Rev	Exp	FB	
GGR-3	Parks & Community Services	Tree Power Program Grant	101R	11,108	11,108	
GGR-3	Non-Departmental	Tree Power Program Grant	009R			(11,108)
GGR-3	General Fund	Tree Power Program Grant	002R	(11,108)		

In 2025, the Parks & Community Services department received \$11,108 from PUD No.1 of Snohomish County for Tree Power Program. The City will purchase, plant and maintain tree at a site located at 400 Slevers Duecy Blvd. This reappropriation carries forward the unspent grant funds to be used in 2026.

Increase M&O expenditures - Parks & Community Services	101	552100000480		11,108	
Increase property tax distribution - Parks & Community Services	101	3111010010			11,108
Reduce property tax distribution - General Fund	002	3111002000		11,108	
Funding Source- Fund balance	009	5980000490			11,108

Department		Code	Rev	Exp	FB	
GGR-4	Street Improvements	Overlay and Street Projects	119R	696,058	696,058	
GGR-4	Non-Departmental	Overlay and Street Projects	009R			(696,058)
GGR-4	General Fund	Overlay and Street Projects	002R	(696,058)		

This reappropriation proposes to carry forward the remaining Street Improvement funds into the 2026 budget for upcoming street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and car tab fees. These funds are used for various initiatives, including arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.

Increase M&O expenditures - Street Improvement Fund	119	5524000953650		696,058	
Increase property tax distribution - Street Improvement Fund	119	3111010000			696,058
Reduce property tax distribution - General Fund	002	3111002000		696,058	
Funding Source- Fund balance	009	5980000490			696,058

**2026
Budget Adjustments
Tally Sheet**

Department		Code	Rev	Exp	FB	
GGA-1	General Fund	OPD Social Services Grant	002A	60,620		
GGA-1	Legal	OPD Social Services Grant	003A		60,620	
<p>The City was awarded \$90,930 social services grant from the Washington State Office of Public Defense for public defense improvements and new expenses in calendar years 2026 through June 2027. Distribution: \$60,620.00 in 2026 to pay Everett Law Association, and \$30,310.00 will be used in the first half of 2027.</p>						
Increase state grant revenues - General Fund		002	3341120003			60,620
Increase M&O expenditures - Legal		003	5250000410	60,620		

Department		Code	Rev	Exp	FB	
GGA-2	CPED	Annexation study	021A		200,000	
GGA-2	Non-Departmental	Annexation study	009A			(200,000)
<p>The amendment requests budget authority for the Planning department to seek professional consulting service for potential annexation study.</p>						
Increase professional services expenditures - CPED		021	multiple	200,000		
Funding Source- Fund balance		009	5980000490			200,000

Department		Code	Rev	Exp	FB	
GGA-3	CPED	South Everett and DEA planning	021A		50,000	
GGA-3	Non-Departmental	South Everett and DEA planning	009A			(50,000)
<p>The planning department requests \$50,000 for professional services to support outreach and community engagement for the upcoming Casino Road neighborhood and Downtown Everett Association Planning Process plan work in 2026 and 2027. The neighborhood plan is called out in the comprehensive plan's list of actions for the first five years: <i>Action UF-3: Prepare subarea plans for Community Hubs and define Neighborhood Nodes</i>. Professional services will extend the city's capacity for meaningful, coordinated, and inclusive engagement, consistent with the comprehensive plan's Engagement, Administration, and Implementation element.</p>						
Increase professional services expenditures - CPED		021	multiple	50,000		
Funding Source- Fund balance		009	5980000490			50,000

**2026
Budget Adjustments
Tally Sheet**

Department	Code	Rev	Exp	FB
NGR-1 Vehicle and Equipment Repl. Vehicle Replacements	126R		205,000	(205,000)
<p>This reappropriation proposes to carry forward funds for vehicles scheduled for replacement in 2025, but not received by December 31, 2025. Fire: \$ 40,000 for replacing a 2010 Ford Escape Hybrid Park: - \$ 125,000 for replacing a 2009 Ford F-550 hook lift truck - \$ 40,000 for replacing a 2013 Toro 3280-D Ride-on Mower</p>				
Increase vehicle expenditures - Fire	126	5200032640	40,000	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	165,000	
Funding Source- Fund balance	126	3080000000		205,000

Department	Code	Rev	Exp	FB
NGR-2 Cumulative Reserve for Library Library purchase and profession service	152R		40,834	(40,834)
<p>This reappropriation will carry forward unspent funds from the Library's 2025 budget to the 2026 expenditure budget for items and services ordered in 2025 but not paid in full until 2026. The funds will be allocated as follows: -- \$ 26,431 for library supplies -- \$ 14,403 for The Whole Mind Strategy agreement</p>				
Increase M&O expenditures - Cumulative Reserve for Library Fund	152	5710000350	26,431	
Increase M&O expenditures - Cumulative Reserve for Library Fund	152	5710000410	14,403	
Funding Source- Fund balance	152	3080000000		40,834

Department	Code	Rev	Exp	FB
NGR-3 General Gov't Special Projects Local COVID Recovery Program	155R		4,800,420	(4,800,420)
<p>The City established the COVID Relief Program in 2023. The source of funding was resources made available in the General Fund by using Local Covid Relief funding to pay a portion of the 2023 Police and Fire labor costs. The programs submitted for reappropriation (below) were approved by Council Resolution or supplier contracts.</p>				
Prg 110 Pallet Shelters	155	5325110410	1,352,402	
Prg 130 CHART 2.0	155	5325130410	537,660	
Prg 160 MHP Fire/Library	155	5325160550	361,501	
Prg 190 Property Room Relocation	155	5325190550	234,425	
Prg 230 Digital Permit Accelerator	155	5325230550	68,670	
Prg 240 South Everett Business & Economic Development	155	5325240410	58,417	
Prg 300 City Council Allocations	155	multiple	473,921	
Prg 310 Grant Admin Support	155	5325310550	66,475	
Prg 320 Council of Neighborhoods	155	5325401410	100,000	
Prg 330 Housing Hope Childcare	155	5325330410	1,000,000	
Prg 360 Chamber of Commerce	155	5325360550	250,500	
Clean Everett Day Allocation	155	5325120410	10,000	
Downtown Storefront Project (Council Approved 12/3/2025)	155	5325380410	25,000	
FIFA World Cup Fan Zone Program	155	5325370410	261,449	
Funding Source- Fund balance	155	3080000325		4,800,420

**2026
Budget Adjustments
Tally Sheet**

Department		Code	Rev	Exp	FB
NGA-1	General Gov't Special Projects	155A	333,000	333,000	

The City was awarded a \$500,000 grant from the Washington State Health Care Authority (HCA) for the Street Medicine Team Pilot Program. This program is a component of the Emergency Mobile Opioid Team in Everett (EMOTE) program. In 2025, the grant agreement was amended to increase award amount to \$1,216,000 and also extend the period of performance to 6/30/2027. The grant funds will support a portion of labor cost for the Program Manager and establish a subrecipient relationship with a community partner for the delivery of services to reduce health disparities and to improve health outcomes among the unhoused population. This amendment proposes to increase the 2026 budget authority of the fund to reflect the change. The amended grant agreement was approved by Council on August 13, 2025.

Increase grant revenue - General Government Special Projects	155	3340690420		333,000
Increase transfers out - General Government Special Projects	155	5420000550	25,000	
Increase M&O expenditures - General Government Special Projects	155	5420000410	308,000	

Department		Code	Rev	Exp	FB
NGA-2	General Gov't Special Projects	155A	1,033,063	1,033,063	

The Council previously authorized the Mayor to accept and execute the \$4,000,000 Chemical Dependency and Mental Health (CDMH) Interlocal Agreement with Snohomish County. This Agreement aims to establish a housing facility within the City of Everett to provide short-term housing for individuals who are unhoused, along with coordination and access to substance use and mental health treatment services. The period of performance for the agreement is from 10/24/24 to 12/31/26. The City will act as a pass-through for the funds, providing a forgivable loan of \$2,966,937 in 2024 and a grant of \$1,033,063 in 2026 to the Everett Gospel Mission.

Increase revenue - General Government Special Projects	155	3370070410		1,033,063
Increase M&O expenditures - General Government Special Projects	155	5410000410	1,033,063	

2026 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Fund Balance</u>
GGR-1 Non-Departmental	Human Needs Grants	-	37,593	(37,593)
GGR-2 Police	Skydio Drones	-	8,774	(8,774)
GGR-3 Parks & Community Services	Tree Power Program Grant	-	11,108	(11,108)
GGR-4 Street Improvements	Overlay and Street Projects	-	696,058	(696,058)
Total General Government Reappropriations		\$ -	\$ 753,533	\$ (753,533)

General Government Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Fund Balance</u>
GGA-1 General Fund	OPD Social Services Grant	60,620	-	60,620
GGA-1 Legal	OPD Social Services Grant	-	60,620	(60,620)
GGA-2 CPED	Annexation study	-	200,000	(200,000)
GGA-3 CPED	South Everett and DEA planning	-	50,000	(50,000)
Total General Government Amendments		\$ 60,620	\$ 310,620	\$ (250,000)

Non-General Government Reappropriations

<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Fund Balance</u>
NGR-1 Vehicle and Equipment Repl.	Vehicle Replacements	-	205,000	(205,000)
NGR-2 Cumulative Reserve for Library	Library purchase and profession service	-	40,834	(40,834)
NGR-3 General Gov't Special Projects	Local COVID Recovery Program	-	4,800,420	(4,800,420)
Total Non-General Government Reappropriations		\$ -	\$ 5,046,254	\$ (5,046,254)

Non-General Government Amendments

<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Fund Balance</u>
NGA-1 General Gov't Special Projects	WA HCA Grant	333,000	333,000	-
NGA-2 General Gov't Special Projects	Snohomish County Interlocal Agreement	1,033,063	1,033,063	-
Total Non-General Government Amendments		\$ 1,366,063	\$ 1,366,063	\$ -
TOTAL General and Non-General Gov't. Amendments		\$ 1,426,683	\$ 7,476,470	\$ (6,049,787)

Project title: Adopt an Ordinance to Amend and Close a Special Improvement Project Entitled “ Kiwanis Park Renovations”, Fund 354, Program 090, as Established by Ordinance No. 4004-24

Council Bill #

CB 2602-10

Agenda dates requested:

Briefing
Proposed action 03/11/26
Proposed action 03/18/26
Consent
Action 03/25/26
Ordinance
Public hearing
Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Kiwanis Park Renovations

Partner/Supplier: Landscape Structures Inc

Location: 36th and Rockefeller Ave , Everett, WA

Preceding action: Funding Ordinance [4004-24](#)

Fund: Fund 354, Program 090 (CIP3)

Fiscal summary statement:

The proposed Ordinance will amend and close the special improvement project for Kiwanis Park Renovations project. Ordinance 4004-24 provided amount of \$411,000. The closing ordinance will amend the funding to \$422,000 to capture all costs.

The project was budgeted for \$336,000 from CIP 3 and an \$86,000 grant from Snohomish County for the total project amount of \$422,000. The final cost for the project was \$388,156. The remaining balance of \$33,844 will be transferred back to CIP 3.

Project summary statement:

City of Everett has completed a replacement of the play equipment, playground surfacing, and the renovation of the sport court.

All work was completed on time and within budget and to the full 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 “Kiwanis Park Renovations”, Fund 354, Program 090, as established by Ordinance No. 4004-24.



ORDINANCE NO. _____

An ORDINANCE to amend and close a special improvement project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, as established by Ordinance No. 4004-24.

WHEREAS,

- A.** The special improvement project entitled “Kiwanis Park Renovations”, Fund 354, Program 090 was established to accumulate all costs for the improvement project.
- B.** The purpose of the fund 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 4004-24 which reads as follows:

The sum of \$411,000 is hereby appropriated to Fund 354, Program 090, Kiwanis Park Renovations” project.

A. Use of Funds	
Construction and Related Costs	\$ 411,000
Total	\$ 411,000
B. Source of Funds	
CIP 3	\$ 336,000
Snohomish County Grant—REET 2	\$ 75,000
Total	\$ 411,000

Be and the same is hereby amended to read as follows:

The sum of \$422,000 is hereby appropriated to Fund 354, Program 090, “Kiwanis Park Renovations”, as follows:

A.	Use of Funds	
	Construction and Related Costs	\$ 422,000
	Total Costs	\$ 422,000
B.	Source of Funds	
	Snohomish County Grant – REET 2	\$ 11,000
	Fund 354, Program 090 (CIP-3)	\$ 411,000
	Total Funds	\$ 422,000
C.	The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.	

Section 2. That the special construction fund, Fund No. 354, Program 090, entitled “Kiwanis Park Renovations” as established by Ordinance No. 4004-24 is hereby closed.

Section 3. That the final revenues and expenses for “Kiwanis Park Renovations”, Fund 354, Program 090, are as follows:

A.	REVENUES	
	CIP 3	\$ 336,000
	Snohomish County Grant—REET 2	\$ 75,000
	Snohomish County Grant—REET 2	\$ 11,000
	Total	\$ 422,000
B.	EXPENSES	
	CIP 3	\$ 302,156
	Snohomish County Grant—REET 2	\$ 86,000
	Transfer back into CIP 3	\$ 33,844
	Total	\$ 422,000

Section 4. That the remaining balance of \$33,844 to be transferred to CIP-3.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6 The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the 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.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President

Project title: An Ordinance Amending Ordinance No. 4023-24 Entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to Accumulate all Project Costs for the Project

Council Bill #

CB 2602-11

Agenda dates requested:

Briefing
1st Reading 03/11/26
Proposed action 03/18/26
Consent
Action 03/25/26
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance Amendment

Department(s) involved:

Parks and Facilities
Library

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Main Library HVAC Replacement Project

Partner/Supplier: Apex Mechanical LLC

Location: 2702 Hoyt Ave

Preceding action: Funding Ordinance No. [4023-24](#)

Fund: 342, Program 041 (CIP 1)

Fiscal summary statement:

The source of funds for the project is CIP-1. Funding Ordinance No. 4023-24 provided funding for the design, engineering, and construction administration costs in the amount of \$360,000 for the Main Library HVAC Replacement. The amount of construction and project costs is estimated to be \$2,640,000. The total cost for the project is estimated at \$3,000,000.

Project summary statement:

The Main library’s 30-year-old heating, ventilation and air conditioning (HVAC) system has reached its useful life and requires replacement. Parks and Facilities intend to replace the HVAC system and controls at the Main Library. The library will remain open during construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance Amending Ordinance No. 4023-24 “Main Library HVAC Replacement Project”, fund 342, program 041, to accumulate all project costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 4023-24 a special construction project entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to accumulate all costs for the project

WHEREAS,

- A. Ordinance No. 4023-24 was established to fund full design and construction administration of the project.
- B. The City Council recognizes the need for additional funding to complete the construction and project costs of the project.
- C. The City Council recognizes the need to provide adequate facilities for its employees and the public.
- D. The City Council recognizes the need to maintain existing City owned properties.
- E. The City council recognizes the need to meet the new legislative requirements pertaining to the reduction in energy use in commercial buildings.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 041, and shall be entitled “Main Library HVAC Replacement Project” to accumulate all project costs for the project.

Section 2. Section 4 of Ordinance No. 4023-24 which reads as follows:

The sum of \$360,000 is hereby appropriated to Fund 342, Program 041, “Main Library HVAC Replacement Project” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$360,000</u>
Total	\$360,000

B. Source of Funds

<u>CIP 1</u>	<u>\$360,000</u>
Total	\$360,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Be and the same is hereby amended to read as follows:

The sum of \$3,000,000 is hereby appropriated to fund 342, Program 041 “Main Library HVAC Replacement Project”.

A. Use of Funds

Design and Engineering	\$ 360,000
<u>Construction</u>	<u>\$2,640,000</u>
Total	\$3,000,000

B. Source of Funds

<u>CIP 1</u>	<u>\$3,000,000</u>
Total	\$3,000,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

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

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

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



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

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Creating a Special Construction Project Entitled "Police Property Room Facility Tenant Improvement", Fund 342, Program 056, to Accumulate Design Costs for the Project

Council Bill #

CB 2602-12

Agenda dates requested:

Briefing
1st Reading 03/11/2026
Proposed action 03/18/2026
Consent
Action 03/25/2026
Ordinance **X**
Public hearing
Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Funding Ordinance

Department(s) involved:

Parks and Facilities
Police

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Police Property Room Facility Tenant Improvement

Partner/Supplier: Botesch, Nash & Hall Architects, P.S.

Location: 3310 Paine Ave

Preceding action: None

Fund: 342, Program 056 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for the design and construction administration costs for the newly acquired Police Property Room Facility Tenant Improvement building located at 3310 Paine Avenue. The source of funds will be from Fund 342, Program 056 (CIP 1). All related design costs are estimated at \$300,000.

Project summary statement:

The City of Everett intends to relocate the Police Property Room from its current leased location to the newly acquired building located at 3310 Paine Avenue which is now a City owned property. The scope of service includes schematic, architectural, and engineering designs, permitting, and construction documents for the renovation of the building to meet all the necessary requirements for the storage of police evidence.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special construction project entitled "Police Property Room Facility Tenant Improvement", fund 342, program 056, to accumulate design costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special construction project entitled “Police Property Room Facility Tenant Improvement”, Fund 342, Program 056, to accumulate design costs for the project

WHEREAS,

- A.** The City Council recognizes the need to provide adequate facilities for its Police evidence storage needs and its employees.
- B.** The City Council recognizes the need to improve the newly acquired facility located at 3310 Paine Avenue.
- C.** The City council recognizes the need to meet the new legislative requirements pertaining to the long-term storage requirements of Police evidence.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 056, and shall be entitled “Police Property Room Facility Tenant Improvement” to accumulate design costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 056 for the special construction project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$300,000 is hereby appropriated to Fund 342, Program 056, “Police Property Room Facility Tenant Improvement” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$300,000</u>
Total	\$300,000
B. Source of Funds	
<u>CIP 1</u>	<u>\$300,000</u>
Total	\$300,000

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660, and 14.16.700, improving administration of late utility payments.

Council Bill # *interoffice use*

CB 2603-13

Agenda dates requested:

Briefing	3/11/26
Proposed action	3/18/26
Consent	
Action	3/25/26
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
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PowerPoint presentation:

Yes	X No
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Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

Rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Ordinance to improve administration of late utility payments

Partner/Supplier: N/A

Location: Citywide

Preceding action: Ordinance No. 4152-25, approved [12/17/25](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement: The proposed changes relate to the administration of past due utility accounts without changing the amounts of any cost recovery fines or penalties so financial impacts should be de minimis.

Project summary statement: This proposed ordinance would:

- Keep alignment of due dates for water and sewer billing
- Change date of account delinquency to 6 days past due from 10 days
- Change potential service shut off date to 21 days past due from 30 days
- Allow for service restoration when past due amounts are paid, and not requiring payment of upcoming month's charges

Ordinance No. 4152-25 implemented some changes to the utility's billing and collection practices. Prior to the approval of the Ordinance, the Everett Municipal Code (EMC) had different due dates for water bills and sewer bills which needed to be corrected as customers receive a single consolidated bill for water and sewer services. This change was appropriate and necessary.

Under the existing timeline established by Ordinance 4152-25, the account becomes delinquent 10 days after the bill becomes past due. This proposed Ordinance seeks to change that from 10 days to 6 days. This preserves a reasonable grace period for customers while ensuring that billing staff can contact customers and make payment arrangements before the next bill is generated.

Additionally, Ordinance 4152-25 requires a utility account to remain delinquent for 30 days before it becomes eligible for service shutoff. However, by the time an account reaches that date, the customer has already generated an additional past due bill that increases the amount due to restore service. The proposed change reduces the required delinquency period from 30 days to 21 days which better aligns with the City's billing timeline. The adjustment ensures that the amount used to determine shutoff eligibility matches the amount customers must pay to restore service and helps prevent additional arrears from accruing before action can be taken.

An additional change staff would like to propose relates to resuming service when water has been shut off. Currently the EMC requires that all past due amounts and outstanding charges (amounts recorded but not past due) be paid in full before service is restored. This may result in a hardship for an individual customer who must pay for charges that may not be due for 20 more days to restore service immediately. Staff proposes that the EMC be amended to only include the past due amounts to lower the cost of restoring service.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending EMC 14.04.160, 14.16.650, 14.16.660, 14.16.700, improving administration of late utility payments.

ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. Ordinance 4152-25 was passed on 12-17-2025 and revised the utility bill “payment due” date to on or before the twentieth day after the bill date. This corrected an inconsistency between the water bill and the sewer bill language on due dates.
- B. Ordinance 4152-25 also made additional changes to when a bill becomes delinquent and when a service shut off may occur due to nonpayment.
- C. Since the language included in Ordinance 4152-25 was adopted by amendments from the dais, it also included a provision delaying implementation for 90 days to provide time for staff to evaluate the changes and recommend improvements to the ordinance.
- D. The following amendments are recommended by staff.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.160 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.04.160. Billings.

All bills for sewage disposal service shall be rendered monthly and shall become due and payable at the office of the city treasurer on or before the twentieth day after date shown on monthly billing and six ~~ten~~ days thereafter the account shall become delinquent.

Section 2. EMC 14.16.270 is hereby amended as follows, with underlined test added and strikethrough text deleted:

14.16.270 Resuming Service.

Should it be desired to resume water service to a premises after the service has been shut off, a written notice by the owner or the owner’s authorized agent shall be given to the utilities division, after which the water shall be turned on, provided payment in full has been rendered to the utilities division for all arrears and past due charges ~~outstanding charges~~ against the premises and the owner thereof.

Section 3. EMC 14.16.650 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twentieth day after the date shown on the monthly statement, and six ~~ten~~ days thereafter shall become delinquent.

Section 4. EMC 14.16.660 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.660. Service shut-off and penalty for delinquent charges.

If ~~the account payment for water charges shall~~ becomes delinquent, and remains delinquent for 21 ~~30~~ days, water service may be shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 5. EMC 14.16.700 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises whose utility account has ~~which shall have~~ become delinquent and remains delinquent for 21 ~~30~~ days in the payment of charges for sewer service provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 6. 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 7. 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 8. 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 9. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. Ordinance 4152-25 was passed on 12-17-2025 and revised the utility bill “payment due” date to on or before the twentieth day after the bill date. This corrected an inconsistency between the water bill and the sewer bill language on due dates.
- B. Ordinance 4152-25 also made additional changes to when a bill becomes delinquent and when a service shut off may occur due to nonpayment.
- C. Since the language included in Ordinance 4152-25 was adopted by amendments from the dais, it also included a provision delaying implementation for 90 days to provide time for staff to evaluate the changes and recommend improvements to the ordinance.
- D. The following amendments are recommended by staff.

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Section 2. EMC 14.16.270 is hereby amended as follows:

14.16.270 Resuming Service.

Should it be desired to resume water service to a premises after the service has been shut off, a written notice by the owner or the owner’s authorized agent shall be given to the utilities division, after which the water shall be turned on, provided payment in full has been rendered to the utilities division for all arrears and past due charges against the premises and the owner thereof.

Section 3. EMC 14.16.650 is hereby amended as follows:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twentieth day after the date shown on the monthly statement, and six days thereafter shall become delinquent.

Section 4. EMC 14.16.660 is hereby amended as follows:

14.16.660. Service shut-off and penalty for delinquent charges.

If the account becomes delinquent, and remains delinquent for 21 days, water service may be shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together

with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 5. EMC 14.16.700 is hereby amended as follows:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises whose utility account has become delinquent and remains delinquent for 21 days in the payment of charges for sewer service provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 6. 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 7. 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 8. 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 9. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Everett Transit Long Range Plan, *Connecting Everett in 2045*

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 3/25/26
Ordinance
Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:
[-Long Range Plan](#)
[-Appendix](#)
-Memo - Changes to Final LRP Documents
-PSRC comments - ET LRP

Department(s) involved:
Transit

Contact person:
Mike Schmieder

Phone number:
425-257-7761

Email:
mschmieder@everettwa.gov

Initialed by:
MJS
Department head

Administration

Council President

Project: Everett Transit Long Range Plan update, *Connecting Everett in 2045*

Partner/Supplier: Fehr & Peers

Location:

Preceding action: Everett Transit Long Range Plan, [6/13/2018](#)
PSA with Fehr & Peers, [9/27/23](#)
PSA Amendment No. 1 with Fehr & Peers, [1/22/2025](#)
The Everett 2044 Periodic Update Comprehensive Plan, [6/18/2025](#)
Public Hearing & Briefing, [2/25/2026](#)

Fund: 425 Transit

Fiscal summary statement:

None

Project summary statement:

City Council adopted Everett Transit’s first Long Range Plan in 2018. As part of the City’s recent Comprehensive Plan update, the City contracted with Fehr & Peers to support development of the Transportation Element and to assist with preparation of Everett Transit’s updated Long Range Plan.

Everett Transit is a department of the City of Everett, and this Long Range Plan implements the Transportation Element of the Everett 2044 Comprehensive Plan. Citywide policies related to equity, health, climate resilience, land use, regional coordination, and growth management are adopted in the Comprehensive Plan and incorporated by reference. This Long Range Plan focuses on service, fleet, facilities, and operational strategies that advance those adopted policies.

Community priorities, including frequent local service, regional integration, sustainability, exceptional paratransit, and safety, were incorporated into a financially responsible strategy that supports phased service growth through 2045.

The plan outlines a fiscally sustainable approach to meeting Everett’s anticipated growth, emphasizing frequent, reliable transit connections to jobs, housing, education, and regional destinations, while prioritizing investment in high-growth areas and access to future light rail and regional transit.

The draft plan was available for public comment Feb. 2 – March 2, 2026. The final plan incorporates changes outlined in the attached memo that reflect feedback received.

Recommendation (exact action requested of Council):

Adopt the updated Everett Transit Long Range Plan, *Connecting Everett in 2045*.

MEMO

To: Mike Schmieder, Transit Director
From: Sabina Araya, Assistant Transit Director
Date: 3/11/2026
Re: Everett Transit Long Range Plan, Connecting Everett in 2045

Everett Transit wrapped up the third and last phase of outreach for its Long Range Plan. The public and regional partners were invited to comment on the draft plan from Feb. 2 through March 2, 2026. Outreach included two open house events, rack cards distributed on buses, rider alerts, press release, emails to regional partners and stakeholders, and website and social media alerts.

The draft plan was presented to the Planning Commission, the Transportation Advisory Commission (TAC), and a public hearing was held at City Council.

We reviewed nine public written comments, a letter from the Puget Sound Regional Council (PSRC), in addition to comments from commission and council members.

As a result, the following updates were incorporated in the final documents:

- Long Range Plan:
 - Updated TAC members list
 - P. 21 – clarified language regarding future on-demand service to reflect paratransit customers are already served in the two proposed areas and throughout all of Everett, and that the service will also be accessible to them as an added travel option.
- Appendix:
 - Added a note on p. 2 of the EConorthwest Fiscal Model Technical memo to reflect a vote would be needed for a sales tax increase in 2030.
 - Added a page outlining considerations of services and decision points if a sales tax increase of 0.3% is not approved by voters in 2030.

Comments of note for future discussions, not included in the final document:

- Consider other revenue options, such as car tab increases, as alternatives to a sales tax increase proposal.
- If the future maintenance and operations facility is relocated from its current site, estimate the sale value to offset construction costs.

Upon City Council approval, the updated plan will be submitted to PSRC and will provide guidance for our annual service changes and future six-year transit development plans.

City of Everett 2026 Proposed Budget Amendment #1

March 25, 2026

Context and Approach

- Amendments typically add spending authority within City funds – though they can also decrease authority
- Amendments are funded with either:
 1. New, unanticipated resources (e.g. grants)
 2. Use of fund balance (“savings from prior years”)
 - Fund balance estimates will be available in the March monthly report (and finalized in the audit)



Context and Approach

- Increasing the budget for a “fund” is a council action
 - Our recommendations are based on the actual need for additional budget authority
 - In some cases, approved projects may require additional funding later
 - Movement within a fund is an administrative prerogative
 - We will discuss some such changes as well later in this presentation
- Project funding ordinances are no longer duplicated
 - Previously “carryforward” for project budgets were included



2026 Proposed Budget Amendment #1

	Expenditure Increase	Revenue Increase	Impact on Fund Balance
General Government	\$ 1,064,153	\$ 60,620	\$ (1,003,533)
Non-General Government	<u>6,412,317</u>	<u>1,366,063</u>	<u>(5,046,254)</u>
Total Amendment - All Funds	\$ 7,476,470	\$ 1,426,683	\$ (6,049,787)

Note: Of the \$1,003,533 decrease in General Government fund balance, \$696,058 pertains to Street Improvement projects with dedicated revenues (fund 119).

Additionally, previously approved project funding in the amount of \$ 5,038,272 is being carried forward into 2026 as noted on the agenda coversheet.



General Government Proposed Amendments



	Department	Description	Revenue	Expenditure	Fund Balance
GGR1	Non-Depart	Human Needs Grants reappropriation	0	37,593	(37,593)
GGR2	Police	Skidio Drones reappropriation	0	8,774	(8,774)
GGR3	Parks	Tree Power Program reappropriation	0	11,108	(11,108)
GGR4	Street Imp.	Carry-forward restricted revenues	0	696,058	(696,058)
GGA1	Legal	Public Defense Grant	60,620	60,620	0
GGA2	CPED	Annexation planning study	0	200,000	(200,000)
GGA3	CPED	Casino Road neighborhood and Downtown Everett Association Planning Process	<u>0</u>	<u>50,000</u>	<u>(50,000)</u>
TOTAL			60,620	1,064,153	1,003,533



Non-General Government Proposed Amendments



	Department	Description	Revenue	Expenditure	Fund Balance
NGR1	MVD	Reappropriation for vehicle purchases	0	205,000	(205,000)
NGR2	Library Reserve	Reappropriate for purchases and professional services	0	40,834	(40,834)
NGR3	COVID Funds	Reappropriate COVID Recovery Funds	0	4,800,420	(4,800,420)
NGA1	Special Pjts.	Street medicine and Pilot Team grant	333,000	333,000	0
NGA2	Special Pjts.	Chemical dependency and metal health grant	<u>1,033,063</u>	<u>1,033,063</u>	<u>0</u>
TOTAL			1,366,063	6,412,317	(5,046,254)



Administrative intra-fund changes

- RCW 35.33.121 authorizes transfers within funds by the city's chief administrative officer.
- Changes to departmental budgets within the General Fund will accommodate an administrative reorganization.
 - Due to the retirement of a long-term executive level employee, leadership team members have been reassigned and their related budgets adjusted to reflect the changes.
 - No net increase to the General Fund budget is being requested.
 - Departmental authorized but vacant positions will be included in future monthly financial reports.



DISCUSSION



From: Kathleen Brown <kab62317@gmail.com>
Sent: Sunday, March 22, 2026 8:56 AM
To: Planning Email
Cc: DL-Council; Judy Tuohy; Yorik Stevens-Wajda; Alice Ann Wetzel; Luis Burbano; Cassie Franklin; Ben Zarlingo; shawna.davis; Robert Burke; Meredith Reed; Ken & Ann Pierson; JEANETTE BURTON; June.Robinson@leg.wa.gov
Subject: [EXTERNAL] Thank You from Fairway Estates Residents

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners,

On behalf of the residents of Fairway Estates, thank you for your **unanimous 6–0 vote to recommend approval of the NR-MHC zoning to the City Council.**

The March 17th public hearing meant a lot to our community. Residents showed up, spoke, and sent in letters, and we truly appreciate you taking the time to listen. It means so much to know our voices were heard and that the importance of preserving manufactured home communities like ours was recognized.

For many of us, this isn't just housing—it's our home and our community. Your support gives real hope, especially for seniors and those on fixed incomes who want to stay where they are.

Thank you again for your time, care, and commitment to Everett residents. We're very grateful.

With appreciation,
Fairway Estates Homeowners Alliance (FEHOA)

Shawna Davis – President
Bob Burke – Vice President
Meredith Reed – Treasurer
Kathy Brown – Secretary
Ken Pierson – Executive Board Member
Jim Reed – Executive Board Member
Jeanette Burton – Executive Board Member

From: sharonco64@comcast.net
Sent: Sunday, March 22, 2026 11:04 AM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning - Fairway Estates Resident

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6-0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Sharon R Coan
Fairway Estates Resident

From: Sheila Paige <sheilapaig@gmail.com>
Sent: Sunday, March 22, 2026 11:07 AM
To: DL-Council
Subject: [EXTERNAL] NR-MHC zoning

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,

Sheila Paige

Unit 171, Fairway Estates

Sent from my iPad

Sheila Paige
Executive Director Keyboard Wellness Seminar
A Division of Piano Wellness LLC
609-932-6419 (cell)
www.KeyboardWellnessSeminar.com

From: GAIL W AMONSON <agamonson@comcast.net>
Sent: Sunday, March 22, 2026 11:07 AM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Council Members,

I live in Fairway Estates Mobile Home Park and I am writing to ask you to approve the NR-MHC zoning.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans and others in Everett.

The Planning Commission recommended approval with a unanimous 6-0 vote. Please support this important zoning and help prevent residents from displacement.

Please include this email in the public record.

Thank you for your time and your service to Everett.

Sincerely,

Gail Ward Amonson
Fairway Estates Resident

From: Jim Jackson <jmj7771@gmail.com>
Sent: Sunday, March 22, 2026 1:24 PM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning – Fairway Estates Resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

LDear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Jim Jackson
Fairway Estates Reside

From: Terry Grove <terrygrove50@yahoo.com>
Sent: Sunday, March 22, 2026 4:05 PM
To: DL-Council
Subject: [EXTERNAL] NR-MHC Zoning – Fairway Estates

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Everett [C](#)ity Council Members

Subject: Support NR-MHC Zoning – Fairway Estates Resident

Dear Everett City Council members,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,

Terry Grove
1427 100th Street SW #47
Everett, WA. 98204
terrygrove50@yahoo.com
425-610-4561
Fairway Estates Resident since 2010

From: George Peacock <sirremey@gmail.com>
Sent: Sunday, March 22, 2026 4:11 PM
To: DL-Council
Subject: [EXTERNAL]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

o: council@everettwa.gov

Subject: Support NR-MHC Zoning – Fairway Estates Resident

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning.**

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote.** Please support this and help protect residents from displacement.

From: CarolineCain <george-cain5802@comcast.net>
Sent: Sunday, March 22, 2026 4:21 PM
To: DL-Council
Subject: [EXTERNAL] Protecting zoning for manufactured homes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As residents at Fairway Estates, we ask for your support by passing NR-MHC. We are trusting you to protect our homes by preserving our ability to live in an affordable, secure community. As seniors on fixed incomes who have worked throughout our lives to stay independent and self supporting, your vote honors our efforts.

Please vote yes as recommended by the Planning Commission.

Sincerely, Caroline and Chuck Cain #119, Jan Gadberry #134 Sent from my iPad

From: Judy Postma <sunshine-girl8@hotmail.com>
Sent: Sunday, March 22, 2026 4:33 PM
To: DL-Council
Subject: [EXTERNAL] Subject: Support NR-MHC Zoning - Fairway Estates Resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning.**

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote.** Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Judy Postma
Fairway Estates Resident

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Rita Tuthill <ritatuthill60@gmail.com>
Sent: Sunday, March 22, 2026 4:39 PM
To: DL-Council
Subject: [EXTERNAL] Subject: Support NR-MHC Zoning – Fairway Estates Resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Richard and Rita Tuthill, Unit #115
Fairway Estates Resident

From: Meredith Reed <reedme62379@gmail.com>
Sent: Sunday, March 22, 2026 5:11 PM
To: DL-Council
Subject: [EXTERNAL] Subject: Support NR-MHC Zoning – Fairway Estates Resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Meredith Reed
Fairway Estates Resident

From: James Reed <bigjimreed.1225@gmail.com>
Sent: Sunday, March 22, 2026 5:21 PM
To: DL-Council
Subject: [EXTERNAL] Subject: Support NR-MHC Zoning – Fairway Estates Resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning.**

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote.** Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
James Reed
Fairway Estates Resident

From: david storm <adavidstorm@yahoo.com>
Sent: Sunday, March 22, 2026 6:57 PM
To: DL-Council
Subject: [EXTERNAL] Please support NR-MHC Zoning

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,

David Storm

Fairway Estates Resident

From: Pattie Biran <patbiran@comcast.net>
Sent: Sunday, March 22, 2026 7:09 PM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning-Fairway Estates Resident

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Pattie Biran and April Loyd
Fairway Estates Resident Spc 106

From: Efi Kolarou <efikolarou@gmail.com>
Sent: Sunday, March 22, 2026 7:28 PM
To: DL-Council
Subject: [EXTERNAL] Subject: Support NR-MHC Zoning-Fairway Estates Resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
[Effrosyni Kolarou #79#]
Fairway Estates Resident

From: dennis morris <dennis.morris3@frontier.com>
Sent: Monday, March 23, 2026 5:44 AM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning - Fairway Estates Resident

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Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning.**

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote.** Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Dennis and Judy Morris

Fairway Estates Resident

From: Connie Russell <cjrseattle@hotmail.com>
Sent: Monday, March 23, 2026 8:04 AM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning – Fairway Estates Resident

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Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to vote to approve the NR-MHC zoning.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The Planning Commission recommended approval with a unanimous 6–0 vote. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Connie Russell
Fairway Estates Resident

Sent from Samsung Galaxy smartphone.
Get [Outlook for Android](#)

From: shawna.davis <shawna.davis@comcast.net>
Sent: Monday, March 23, 2026 6:01 PM
To: DL-Council
Subject: [EXTERNAL] Support NR-MHC Zoning – Fairway Estates Resident

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Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Shawna Davis
Fairway Estates Resident

Sent from my Galaxy

From: [Raymond Daniels](#)
To: [DL-Council](#)
Subject: [EXTERNAL] Up
Date: Tuesday, March 24, 2026 5:35:45 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Subject: Support NR-MHC Zoning – Fairway Estates Resident

Dear Everett City Councilmembers,

I live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning.**

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

The **Planning Commission recommended approval with a unanimous 6–0 vote.** Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
(Raymond Daniels)
Fairway Estates Resident

From: [Raymond Hill](#)
To: [DL-Council](#)
Subject: [EXTERNAL] Support NR-MHC Zoning. - Fairway Estates Resident.
Date: Sunday, March 22, 2026 4:57:58 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Subject: Support NR-MHC Zoning – Fairway Estates Resident

Dear Everett City Council members,

We live in Fairway Estates and am writing to ask you to **vote to approve the NR-MHC zoning**.

This zoning is important for protecting manufactured home communities and preserving affordable housing for seniors, retirees, veterans, and others in Everett.

My wife & I are both seniors, retirees, and I am a US Navy veteran.

The **Planning Commission recommended approval with a unanimous 6–0 vote**. Please support this and help protect residents from displacement.

Please include this email in the public record

Thank you for your time.

Sincerely,
Raymond & Kathryne Hill, Unit 155
Fairway Estates Residents since 2012

Sincerely,
Fairway Estates Homeowners Alliance Board Members

Shawna Davis – President
Bob Burke – Vice President
Meredith Reed – Treasurer
Kathy Brown – Secretary
Ken Pierson – Executive Board Member
Jim Reed – Executive Board Member
Jeanette Burton – Executive Board Member

Sent from my iPad

From: [Angela Ely](#)
To: [Angela Ely](#)
Subject: RE: [EXTERNAL] The 2012 input output model does not currently include a valid and reliable I-O model that incorporates elasticities for sub-state regional impact analysis. Or in plain talk, the model used by Community Attributes Inc. doesn't work.
Date: Wednesday, March 25, 2026 10:01:42 AM

Category 2: Sensitive information

Category 2: For official use only / disclosure permissible by law.

From: john martin <jmartinnoj@hotmail.com>
Sent: Tuesday, March 24, 2026 2:00 PM
To: Angela Ely <AEly@everettwa.gov>; DL-Council <Council@everettwa.gov>; Scott Bader <SBader@everettwa.gov>; Judy Tuohy <JTuhoy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>; Erica Weir <EDWeir@everettwa.gov>; Luis Burbano <LBurbano@everettwa.gov>
Subject: [EXTERNAL] The 2012 input output model does not currently include a valid and reliable I-O model that incorporates elasticities for sub-state regional impact analysis. Or in plain talk, the model used by Community Attributes Inc. doesn't work.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Everett City Council Meeting
March 25, 2026
Comments for the Public Record
And Council Meeting Packet

Angela Ely
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
AEly@everettwa.gov

Dear Angela Ely,

I am submitting comments and documentation for the March 25, 2026, Everett City Council meeting.

Please confirm that the email that follows is included as part of the council meeting packet for the March 25, 2026, Everett City Council Meeting.

Thank you.

Best Regards,

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

Dear Everett City Councilmember Erica Weir, Position 1, Councilmember Paula Rhyne, Position 2, Councilmember Don Schwab, Position 3 Councilmember Luis Burbano, Position 4 Councilmember Ben Zarlingo, Position 5, Councilmember Scott Bader (At Large), and Councilmember Judy Tuohy (At Large)

Some media outlets are engaged in shoddy unresearched reporting and are seemingly presenting intentionally misleading misinformation that benefits billionaire Major League Baseball owners at the expense of tax paying citizens.

This is not in the best interest of the Everett Community, the Snohomish County Community, or the State of Washington Community.

One Editorial Board indicated the "... 2026 updated analysis by Community Attributes..."*

But the study is not really updated at all.

It is based on the same 2012 input output model used previously (in 2022, 2024 and 2026) by Community Attributes, Inc. The model was developed by the Office of Financial Management of the State of Washington.

The 2012 input output model was developed in 2007, uses 2012 census data, was changed to a 52 sector model in 2021, and does not currently include a valid and reliable I-O model that incorporates elasticities for sub-state regional impact analysis.

Or in plain talk, the model used by Community Attributes Inc. doesn't work.

Tariff caused forecasting problems impact projects throughout the State.

See <https://martinmusic.biz/contact/everett-stadium-investigation/#INC>

The new downtown stadium issue is not yet resolved and the Everett City Council must still vote yes or no on the new stadium.

The Snohomish County \$5 million stadium funding does not exist, Project Frog Pond was hidden, and the \$120 million cost 'advertised' by city staff is based on a Community Attributes study that doesn't work.

This is not in the best interest of the Everett, Snohomish County, or Washington State Communities.

John E. Martin
22806 54th Ave. West
Mountlake Terrace, WA 98043
425-361-2854
jmartinnoj@hotmail.com

*HeraldNet 3/3/2026

<https://www.snoho.com/news/2026/mar/18/taxpayers-funding-downtown-stadium-not-good-for-community/>

CC Snohomish County Council and staff
BCC Citizens and various media



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: 3/25/2025

NAME (required): Maxwell Figarsky

CITY (required): Woodinville ZIP (required): 98072

EMAIL (optional): maxwell.fg@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 #:

NO - speak during general public comment, topic you would like to speak on:
Music 4Life