INTERLOCAL AGREEMENT FOR ANNEXATION
BETWEEN
CITY OF EVERETT AND COMMUNITY TRANSIT

Dated as of
November ____, 2026

INTERLOCAL AGREEMENT FOR ANNEXATION BETWEEN CITY OF EVERETT AND COMMUNITY TRANSIT

EXECUTIVE SUMMARY

The Interlocal Agreement for Annexation sets the terms for the City of Everett to join Community Transit and for Community Transit to take over operation of Everett Transit and significantly improve public transportation for the city. Both parties have negotiated and agreed to terms to support this annexation, which are provided in detail in the Interlocal Agreement. The proposed transition would take effect **April 1, 2027**. On that date, Everett would stop operating its own transit system, and Community Transit would become responsible for providing transit service within the city.

Employees. Everett Transit employees identified for transfer would become Community Transit employees on April 1, 2027. Community Transit would assume the applicable labor agreements and employee obligations. The agreement provides that transferred employees will not be placed in a worse position with respect to wages, benefits, retirement, or working conditions.

Paratransit protections. Existing qualified Everett paratransit customers would continue receiving service equal to what Everett Transit provides immediately before the transition. The agreement also includes protections intended to maintain continuity in paratransit staffing, scheduling and dispatch during the transition.

Service for Everett riders. Community Transit would be required to maintain or exceed the level of Everett Transit service in place when the transition occurs, including routes, frequency, hours of operation and service span. The agreement is intended to maintain continuity for riders while allowing Community Transit to integrate Everett into its regional system over time. The Swift Blue Line would continue operating, and Community Transit would be responsible for financing, planning, constructing and operating the planned Swift Gold Line.

Financial agreement. Community Transit would pay Everett **$54.5 million** as part of the agreement. Of that amount, $42.5 million reflects transit property and assets—including Everett Station, buses, charging equipment and other transit facilities and equipment—and $12 million recognizes impacts and transition costs to City services. Everett would separately transfer **$16 million in existing transit capital reserves** to Community Transit to fund equipment and vehicle replacement. Transit agencies build up such reserves as a matter of best practice, and this transfer ensures current Everett Transit vehicles can be replaced when they reach the end of useful life.

Transit taxes. Beginning April 1, 2027, Everett would stop collecting its existing transit sales tax and the Community Transit sales tax would apply within Everett at the same rate that applies elsewhere in Community Transit's service area.

Fares. Everett Transit fares would remain in place for existing Everett service and paratransit. Community Transit could not change those fares for at least **12 months** after annexation, and any later change would require staff analysis, public engagement and Community Transit Board approval.

Transit property and assets. Everett would transfer the assets used to operate Everett Transit to Community Transit, including buses, equipment, certain real property, transit-related contracts and Everett Station. The $54.5 million payment assigns $17 million of value to Everett Station and $25.5 million to vehicles, charging equipment, parking, transit facilities and other equipment. Community Transit would also take responsibility for federal requirements associated with property and vehicles originally purchased or improved with federal transit funding.

Everett Station and the operations facility. Existing Everett Station tenants would remain under their current leases, and Community Transit would continue allowing City and community uses of Everett Station for three years following the transition. Everett would retain ownership of the existing Transit Operations and Maintenance Center and lease it to Community Transit. The draft lease provides for **$300,000 per year for five years**.

Governance. Because adding Everett would increase Community Transit's service-area population by more than 15%, the Community Transit Board would be reconstituted under state law. A meeting of all the cities in Community Transit's service area, including Everett, to determine the new board composition would occur within 90 days after annexation, and the agreement states that current population figures would guarantee Everett **at least one seat on the Community Transit Board**.

Investment in Everett. Everett's transferred transit assets would become part of Community Transit's capital improvement and fleet replacement programs. Community Transit would also incorporate Everett bus stops and shelters into its bus-stop improvement program, including consideration of transit centers, lighting, signage and wayfinding, and would extend its speed and reliability program into Everett. Community Transit would report annually to Everett regarding these commitments.

Transition period. The two agencies would work together during an interim operations period lasting up to **18 months after annexation**, unless the transition is completed sooner or both parties agree to extend it. Everett would provide certain administrative and operational support during this period to help ensure a smooth transfer of services.

In short: the agreement would consolidate Everett Transit into Community Transit on April 1, 2027, while protecting existing service and employees during the transition. Everett would receive $54.5 million, transfer $16 million in transit reserves and most transit assets, retain and lease the operations facility, and gain representation on the Community Transit Board. Community Transit would assume responsibility for operating and investing in Everett's transit system as part of the larger regional network.

INTERLOCAL AGREEMENT FOR ANNEXATION
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CITY OF EVERETT AND COMMUNITY TRANSIT

This Interlocal Agreement Regarding Annexation and the Acquisition of Everett Transit (this "***Agreement***") is made by and between the City of Everett, a Washington municipal corporation operating under Title 35 RCW and its charter as a first class city ("***Everett***") and Snohomish County Public Transportation Benefit Area Corporation, a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW ("***Community Transit***") (individually a "***Party***" and collectively the "***Parties***"). For reference purposes, this Agreement is dated as of the date set forth in Section 1.2(A) below ("***Agreement Effective Date***") and shall become effective as between the parties as of that date.

RECITALS

A. Everett operates a municipal transit system, established on November 26, 1969, and known as Everett Transit, that provides fixed bus route and paratransit services primarily within Everett city limits. Everett Transit, including its rolling stock, real property, and other assets, and current service levels, are more specifically described in Section 1.1 of this Agreement.

B. Community Transit was established on October 4, 1976, initially including seven cities within Snohomish County and has had its boundaries extended over time to include all of the cities within Snohomish County with the exception of the City of Everett. Community Transit provides bus, vanpool, paratransit, and microtransit services.

C. Everett is an adjacent city operating a transit system under chapter 35.95 RCW within the county in which the public transportation benefit area is located and is eligible to be annexed into Community Transit pursuant to alternative method set forth in RCW 36.57A.145.

D. In accordance with chapter 39.34 RCW, RCW 36.57A.145, and this Agreement, the Parties have determined that it is in the best interests of the public for Community Transit to annex the territory within the boundaries of the City of Everett, acquire Everett Transit and assets, and appoint Everett Transit employees to positions in Community Transit, all at the times and in the manner described in this Agreement.

E. The Parties have previously entered into the Interlocal Agreement Initiating Annexation of Everett Transit dated as of ________, 2026 (the "***Initiation Interlocal Agreement***"), setting the dates for the public hearings on this Agreement. Notice of the public hearings and of the availability of this Agreement was published once a week for four weeks before the date of the hearings in one or more newspapers of general circulation within the public transportation benefit area and one or more newspapers of general circulation within the City of Everett, beginning on _____, 2026, and was posted on the websites of the City of Everett and of Community Transit for the same four weeks.

F. In accordance with RCW 36.57A.145 and the Initiation Interlocal Agreement, the Everett City Council held a public hearing on ____, 2026 and approved this Agreement by Ordinance ___, passed on ____, 2026. Community Transit's Board held a public hearing on ____, 2026, and approved this Agreement by Resolution ____ adopted on ____, 2026.

G. The Parties desire to enter into this Agreement to formalize the details of the annexation and Community Transit's acquisition of Everett Transit and appointment of its employees and to set the date for the annexation to become effective (the "***Annexation Date***").

H. Everett and Community Transit have authority to enter into this Agreement under the provisions of chapter 39.34 RCW and RCW 36.57A.120, .145, and other Washington statutes.

AGREEMENT

The Parties agree as follows:

PART 1
GENERAL

1.1 **DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

(A) ***"Agreement"*** means this Interlocal Agreement for Annexation, providing the details of the annexation of the territory within the corporate boundaries of the City of Everett into Community Transit and the transfer of Everett Transit to Community Transit in exchange for the Annexation Payment.

(B) "***Agreement Effective Date***" is the date on which this Agreement becomes effective and binding between the parties, as set forth in Section 1.2(A), and is the date on which the annexation is deemed approved by Community Transit and Everett.

(C) "***Annexation Date***" is the date as set forth in Section 1.2(B) on which the territory within the corporate boundaries of the City of Everett is annexed into and becomes part of Community Transit in accordance with RCW 36.57A.145(4).

(D) "***Annexation Payment***" means the payment as shown in ***Attachment A*** by Community Transit to Everett in accordance with Section 2.1(A).

(E) "***Approving Legislation***" means, depending on context, either or both of (1) the ordinance of the City of Everett and (2) the resolution of the Board of Community Transit approving this Agreement, following public hearing in accordance with RCW 36.57A.145(4) and the Initiation Interlocal Agreement.

(F) ***"Capital Reserve Transfer"*** means the payment by Everett to Community Transit pursuant to Section 2.1(B).

(G) “***Community Transit***” or “***CT***” means the Snohomish County Public Transportation Benefit Area Corporation, a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW.

(H) “***Community Transit Board***” means the governing body of Community Transit, as duly constituted from time to time pursuant to RCW 36.57A.050.

(I) “***CT Sales Tax***” means the sales and use tax for public transportation systems imposed by CT pursuant to RCW 82.14.045.

(J) “***ET-CT Contracts***” means those contracts listed in ***Attachment F-1*** to which both Community Transit and Everett on behalf of Everett Transit are parties, which are designated as either terminated (“***ET-CT Terminated Contracts***”) or retained (“***ET-CT Retained Contracts***”) in accordance with Section 6.2(B).

(K) ***“ET Labor Contracts”*** means the following collective bargaining agreements: (1) 2025 - 2027 Labor Agreement Between the City of Everett, Washington and Amalgamated Transit Union effective October 12, 2025; and (2) 2025 - 2027 Labor Agreement Between the City of Everett, Washington and the Everett Municipal Employees Local No. 113, American Federation of State, County, and Municipal Employees, AFL-CIO, and the Washington State Council of County and City Employees, effective January 1, 2025; which collective bargaining agreements are transferred and assigned to Community Transit. Copies of the ET Labor Contracts are attached as ***Attachment C-1***.

(L) “***ET Other Real Property Interests***” means those recorded real property interests reflecting less than fee simple ownership (such as easements) listed in ***Attachment E-3***, which interests are held by Everett for the benefit of Everett Transit and are to be transferred or assigned to Community Transit as set forth in Section 5.4.

(M) “***ET Other Tangible Personal Property***” means the Everett tangible personal property, other than ET Rolling Stock, held by Everett for the benefit of Everett Transit, which property is identified in ***Attachment F-4*** and is to be transferred or assigned to Community Transit as set forth in Section 6.1.

(N) “***ET Real Property***” means that real property owned in fee by Everett and held by Everett’s transit fund for the benefit of Everett Transit, which real property is to be conveyed to Community Transit as set forth in Section 5.1. ET Real Property includes (1) the land legally described in ***Attachment E-1*** (the “***Land***”), together with (2) all of Everett’s right, title and interest in all structures, fixtures, buildings and improvements situated on the Land (the “***Improvements***”), and (3) any and all assignable rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant to the Land and the Improvements, including without limitation all assignable existing development rights, permits, applications and licenses appurtenant to or used in connection with the Land and Improvements.

(O) "***ET Rolling Stock***" means those buses and other vehicles owned by Everett on behalf of Everett Transit and identified in ***Attachment F-2***, which are to be transferred to Community Transit in accordance with Section 6.1.

(P) "***ET Tangible Personal Property***" collectively means the ET Rolling Stock and the ET Other Tangible Personal Property to be transferred to Community Transit in accordance with Section 6.1.

(Q) "***Everett***" means the City of Everett, Washington.

(R) ***"Everett Paratransit Riders"*** means the paratransit riders who are qualified and registered Everett paratransit riders as of the calendar date immediately prior to the Annexation Date. For purposes of this definition, a person is qualified if (i) they meet one of the conditions established by the Americans with Disabilities Act, or (ii) they are 65 years or older.

(S) "***Everett Station Leases***" means those leases identified in ***Attachment E-4*** relating to the real property known as Everett Station pursuant to which Everett on behalf of Everett Transit is landlord, which leases are to be transferred or assigned to Community Transit as set forth in Section 5.2(B).

(T) "***Everett Transit***" means Everett's transit system established by and operated under EMC Section 3.52.020, as that system exists as of March 31, 2027, including without limitation: ET Real Property and Other Real Property; Rolling Stock; equipment and materials; interests held by Everett on behalf of Everett Transit under all Everett Transit Contracts; and all rights and obligations with respect to employees, agents, and contractors.

(U) "***Everett Transit Contracts***" means any and all contracts to which Everett is a party on behalf of Everett Transit, including but not limited to (1) the ET-CT Contracts, (2) grant agreements, (3) the ET Labor Contracts, and (3) certain other agreements with the Federal Transportation Administration, Sound Transit, ORCA, and the Washington State Department of Transportation and others, all as identified in ***Attachment F-1***. The Everett Transit Contracts are to be transferred or assigned to Community Transit as set forth in Section 6.2(A).

(V) ***"Everett Transit Sales Tax"*** means the sales and use tax imposed by Everett for public transportation systems under RCW 82.14.045 and Ch. 3.50 EMC.

(W) "***Existing ET Service Levels***" means those service levels provided by Everett Transit as of the Annexation Date, including routes, service spans, frequencies, and service hours, as reflected in Everett Transit's then-current published schedules and General Transit Feed Specification data.

(X) ***"Federal Interest Real Property"*** means the Everett Real Property identified as Federal Interest Real Property in ***Attachment E-2***, which is subject to the continuing covenants and restrictions set forth in Section 1.4.

(Y) "***Federal Interest Rolling Stock***" means the Everett Rolling Stock identified as Federal Interest Rolling Stock in ***Attachment F-3***, which is subject to the continuing covenants and restrictions set forth in Section 1.4.

(Z) "***Initiation Interlocal Agreement***" means that certain Interlocal Agreement between Everett and Community Transit, dated as of September ____, 2026, entered into pursuant to and in furtherance of the initiation of the annexation described in this Agreement, jointly agreeing on the annexation and the effective date for the annexation (the Annexation Date), and setting a date for a public hearing on this Agreement.

(AA) "***Interim Operations Period***" means an initial period, as set forth in Section 1.2(C), beginning on the Annexation Date during which Everett and CT coordinate on specified described in an Interim Operations Plan.

(BB) ***"Interim Operations Plan"*** means the plan describing the transition services to be provided by Everett during the Interim Operations Period in accordance with Section 2.3(A).

(CC) *"**Operations and Maintenance Center Lease***" that certain Lease for the Operations and Maintenance Center, dated as of the Annexation Date, between Everett as landlord and Community Transit as tenant in the form attached as ***Attachment E-7***.

(DD) "***Paratransit Service***" means "ride sharing for persons with special transportation needs" as defined in RCW 46.74.010.

(EE) "***Party***" or "***Parties***" means, individually or together, Everett and Community Transit.

(FF) ***"Section 13(c) Contracts"*** means those contracts for employment identified in ***Attachment C-2***.

(GG) "***Service Transition Plan***" means the plan for transition of transit service described in Section 4.1 and in ***Attachment D***.

(HH) ***"Title Company"*** means the title company mutually selected by Community Transit and Everett to serve as an escrow agent to receive, hold and record deeds, contracts, leases and other property or related documents conveyed or assigned by this Agreement, and to receive, hold and disburse the Annexation Payment and any other monies called for by this Agreement.

(II) "***Transferred Employees***" is defined in Section 3.2.

1.2 DATES AND TIMES

(A) *Agreement Effective Date*

This Agreement takes effect and is binding on the parties as of November [__], 2026.

(B) *Annexation Date*

The annexation of the territory within the corporate boundaries of Everett into the Community Transit public transportation benefit area will be effective on April 1, 2027, unless postponed or canceled only in accordance with (1) Section 1.4(F) (if the FTA Approval is delayed), (2) Section 2.1(C) (for failure to meet the deadlines and conditions in that section), or (3) Section 2.2(B) (for failure to provide timely notice of the Annexation to the Department of Revenue).

On the Annexation Date, Everett will cease to operate a public transportation system under chapter 35.95 RCW, and Everett's sales and use tax for public transportation systems imposed under RCW 82.14.045 and Ch. 3.50 EMC will cease to be collected, as provided in Section 2.2.

The Annexation Date may be abandoned and this Agreement terminated for any other reason only upon mutual written agreement of the Parties approved and signed by the Mayor of Everett and the Chief Executive Officer of Community Transit prior to the date on which notice is provided to the Department of Revenue under Section 2.2(B).

(C) *Interim Operations Period*

A transitional Interim Operations Period will begin on the Annexation Date and will end on the date that is 18 months after the Annexation Date, unless otherwise determined by written agreement of the Parties.

(D) *Time of Essence; Incorporation by Reference*

Time is of the essence in all provisions of this Agreement, including without limitation Attachment A through G to this Agreement. All of Attachments A through G are expressly incorporated by this reference.

1.3 **STATE LAW MATTERS**

(A) ***Compliance with RCW 36.57A.145***

In accordance with RCW 36.57A.145, this Agreement sets forth the terms for the annexation of the territory within the corporate boundaries of the City of Everett into Community Transit and provides that such annexation shall become effective on the Annexation Date set forth in Section 1.2(B). In accordance with RCW 36.57A.145(4), immediately upon passage of each party's Approving Legislation, each of Everett and Community Transit respectively agrees to file a certified copy of its Approving Legislation with the Snohomish County Council.

(B) ***State Regulations***

Following the Agreement Effective Date and throughout the Interim Operations Period, the Parties agree to cooperate in obtaining all required approvals from State agencies, including without limitation, the Department of Transportation and Department of Licensing.

1.4 **FEDERAL INTERESTS IN REAL AND PERSONAL PROPERTY**

The Parties acknowledge that portions of the ET Real Property and of the ET Tangible Personal Property was acquired or improved with the aid of federal funding through the Federal Transportation Administration ("***FTA***") of the U.S. Department of Transportation.

(A) ***FTA Approval***

The Parties have received preliminary approval of Community Transit's acquisition of the Federal Interest Real Property and Federal Interest Rolling Stock. The parties anticipate prior to the Annexation Date receiving the final FTA approval ("***FTA Approval***"), stating that the FTA has approved the transfer and Community Transit continuing control of the federal interests in the Federal Interest Real Property and the Federal Interest Rolling Stock as set forth in this section, consistent with 2 CFR § 200.311 and the guiding principles set forth in FTA Circular 5010.1F dated November 1, 2024.

(B) ***Continuing Control Covenant***

As set forth in this Agreement, Everett will transfer to Community Transit, and Community Transit will accept and assume control over such Federal Interest Real Property and Federal Interest Rolling Stock. Pursuant to Ch. III, Section 7(i) of FTA Circular 5010.1F, Community Transit will take such steps (and Everett will reasonably cooperate) as directed by FTA to document the transfer to it of such Federal Interest Real Property by way of a new award or an amendment to any prior awards associated with the transferred Federal Interest Real Property. From and after the date of transfer and for so long as the federal regulatory requirements apply, Community Transit covenants to maintain and use the Federal Interest Real Property and Federal Interest Rolling Stock in accordance with all limitations on the use of such property arising out of such federal funding, including without limitation the terms of the FTA Approval, 2 CFR Part 200, and the "Satisfactory

Continuing Control" requirements, disposition requirements, and other requirements or limitations set forth in FTA Circular 5010.1F and all other applicable USDOT and FTA regulation and guidance, as the same may be amended or revised from time to time by USDOT and/or FTA.

(C) ***Federal Interest Real Property – Federal Share***

The Parties acknowledge that certain ET Real Property, which is identified in ***Attachment E-2*** as "Federal Interest Real Property," was obtained in whole or in part with federal funding through FTA. The percentage of the federal interest in the Federal Interest Real Property is set forth in ***Attachment E-2***, and is based on the original purchase price, the known FTA participation in that original purchase of the land, and the blended percentage of federal participation of subsequent capital grants funding improvements to the land.

(D) ***Federal Interest Rolling Stock – Federal Share***

The Parties acknowledge that certain ET Tangible Personal Property, which is identified in ***Attachment F-3*** as "Federal Interest Rolling Stock," was obtained in whole or in part with federal funding through FTA. The percentage of the federal interest in the Federal Interest Rolling Stock is set forth in ***Attachment F-3.***

(E) ***Parties Agree to Cooperate with FTA***

The Parties agree to continue with diligence to cooperate and take such steps as may be necessary to satisfy such conditions and to complete the conveyance of the Federal Interest Real Property and Federal Interest Rolling Stock as soon as reasonably possible after the Annexation Date.

(F) ***Delay of FTA Approval***

The Parties acknowledge that certain obligations set forth in this Agreement are contingent upon FTA Approval. In the event that formal FTA Approval has not been received by January 11, 2027, the Annexation Date shall be July 1, 2027. If FTA Approval is not received prior to April 1, 2027 (for the July 1, 2027 Annexation Date), then the Parties agree to meet and determine whether to continue with a new Annexation Date (on an available date after July 1, 2027 in accordance with the DOR timelines under RCW 82.14.055) or to terminate. If the Parties are unable to reach a written agreement (for a new Annexation Date after July 1, 2027), which agreement must be approved and signed by the Mayor and the Chief Executive Officer on or before April 15, 2027, this Agreement terminates on April 15, 2027, the Annexation will not occur, and any items deposited with the Title Company in escrow will be returned in accordance with the escrow instructions described in Section 2.1(C).

PART 2
FINANCES, GOVERNANCE, AND INTERIM OPERATIONS

2.1 PAYMENTS

(A) ***Annexation Payment to Everett.***

In exchange for Everett's agreement to the Community Transit annexation of Everett and acquisition of Everett Transit contemplated by this Agreement, and to compensate Everett for Everett Transit assets and costs borne by Everett following the Annexation, and in recognition of the benefits conferred on Community Transit by this Agreement, Community Transit shall pay to Everett an Annexation Payment in the amount of $54,500,000.00, as set forth ***Attachment A***, on or before the Annexation Date. Community Transit will deposit the Annexation Payment with the Title Company sufficiently in advance of the Annexation Date and Title Company shall disburse the Annexation Payment to Everett in a single lump sum in immediately available funds on the Annexation Date. Payment to Everett is subject to Everett's timely delivery to the Title Company, on or before the Annexation Date, of the deeds, bills of sale and other documents (the "***Transfer Documentation***") required by this Agreement (i.e. PART 5 and PART 6), Everett's timely deposit with the Title Company of amount set forth in Section 2.1(B) below.

The Parties expressly agree that the Annexation Payment is a single lump sum payment representing consideration paid to Everett for agreeing to be annexed into Community Transit.

(B) ***Capital Reserve Transfer to Community Transit.***

In recognition of certain amounts held in reserve by Everett for capital transit purposes, Everett will deposit the sum of $16,000,000 ("Capital Reserve Transfer") with the Title Company sufficiently in advance of the Annexation Date and Title Company shall disburse to Community Transit the Capital Reserve Transfer in immediately available funds on the Annexation Date. Subject to Community Transit's timely deposit with the Title Company of the Annexation Payment set forth in Section 2.1(A), the Capital Reserve Transfer will be delinquent if not delivered in full by Everett to the Title Company on the Annexation Date.

(C) ***Escrow Instructions; Annexation Date***

As soon as practicable following the Agreement Effective Date, the Parties will jointly provide to the Title Company escrow instructions reflecting the actions to be taken on the Annexation Date to record and/or deliver the Transfer Documentation, as appropriate, and to deliver to Everett the Annexation Payment and to Community Transit the Capital Reserve Transfer. The Parties agree that the cost of the escrow will be jointly shared and that the escrow agreement and escrow instructions will be executed consistent with ***Attachment G***.

The Parties intend that the Annexation Date will occur on April 1, 2027 and that accordingly, all properties to be transferred under this Agreement will be transferred on April 1, 2027; the entire the Annexation Payment will be delivered to Everett on April 1, 2027; and the entire Capital Reserve Transfer will be delivered to Community Transit on April 1, 2027. However, the Parties recognize that this may not be achievable and therefore agree that the Annexation Date may be postponed or canceled in accordance with ***Attachment G.***

2.2 **REVENUE AND TAXATION**

(A) ***Revenue and Taxation***

As of the Annexation Date, the territory within the corporate boundaries of Everett shall become annexed into the Community Transit public benefit transportation authority and become subject to all taxes, fees, and charges imposed by Community Transit at the then-effective rates in effect throughout Community Transit's boundaries, including without limitation the CT Sales Tax. Community Transit will be entitled to receive from Washington State Department of Revenue (DOR) all amounts collected in respect of the CT Sales Tax that relate to taxable activity occurring within Everett's corporate boundaries on and after the Annexation Date.

As of the Annexation Date, Everett will cease imposing sales and use taxes under RCW 82.14.045 and cease operating as a transit system under RCW 35.95. Notwithstanding the foregoing, Everett will remain entitled to receive from DOR any revenues collected in respect of the Everett Transit Sales Tax on taxable activity occurring within Everett's corporate boundaries prior to the Annexation Date.

(B) ***Sales Tax Notice to the Washington State Department of Revenue***

Everett and Community Transit agree to provide to the DOR, at least 75 days before the Annexation Date, notice of this annexation and the resulting change in sales and use taxes in accordance with RCW 82.14.055, reflecting the cessation of the Everett Transit Sales Tax and the imposition of the CT Sales Tax as of the Annexation Date. This notice shall be provided jointly by the Parties.

For purposes of clarity and avoidance of doubt, the Annexation Date must correspond to an available date for adjusting sales tax rates under RCW 82.14.055 and its occurrence is contingent on notice of the sales tax change being given to DOR at least 75 days prior to the Annexation Date. This notice shall be provided jointly by the Parties in accordance with this Agreement. If for any reason the DOR does not receive timely notice from the Parties 75 days prior to the Annexation Date from either Party regarding the change in sales tax rates within Everett under this Section 2.2(B), the Annexation Date is automatically delayed to the next available date for changing the sales tax rate, without need for action by either Party. However, if the Annexation Date is delayed beyond July 1, 2027 due to a failure to provide notice to DOR by April 17, 2027, absent an additional written agreement of the Parties approved and executed by the Mayor and Chief Executive Officer, this Agreement immediately terminates and the Annexation shall not occur.

2.3 **POST-ANNEXATION INTERIM OPERATIONS**

(A) ***Interim Operations Plan***

The Parties' staffs will prepare an Interim Operations Plan outlining the transitional support that Everett will provide during the Interim Operations Period. The Plan will be completed on or before January 11, 2027. Everett performing these services is a component of the $12 million portion of the lump sum payment described in Section 2.1(A) above.

(B) ***Scope***

The scope of the support is described in ***Attachment B***. If any issue, discrepancy or unanticipated circumstances arise, the Parties agree to promptly notify each other and shall cooperate in good faith to resolve such issue in a timely and mutually agreeable manner.

(C) ***Governance and Community Transit Board Reconstitution***

The Parties acknowledge and expect that the Board composition will be determined pursuant to RCW 36.57A.050 and .055, and that the annexation contemplated by this Agreement will increase the population of the Community Transit's service area by more than 15% and will trigger the applicability of the requirement under RCW 36.57A.055 to change the composition of the governing body. The most recent OFM population figures would ensure at least one board seat for Everett.

Accordingly, not later than 90 days after the Annexation Date, Community Transit will convene a meeting of the representatives of the County and the other component cities to review and change the composition of the Community Transit Board in accordance with and as required under RCW 36.57A.055. This meeting is in addition to the regular four-year review meeting required under that statute. Community Transit will provide notice of such meeting as required under State law.

(D) ***Capital Investments and Infrastructure***

Community Transit will report annually to Everett regarding the following obligations, in the same form and manner with which it reports to other jurisdictions within the Community Transit. In addition, CT will engage in the following:

(1) <u>*Capital Investments*</u>. CT's Capital Improvement Program, is a multi-year planning and budgeting process that identifies, prioritizes, schedules, and funds major infrastructure investments needed to maintain, replace, improve, or expand CT's infrastructure, vehicles and facilities. All of Everett

Transit assets transferred pursuant to this Agreement will be included in CT's Capital Investment Program.

(2) *Fleet Replacement; Capital Reserve Funds*. Everett Transit's bus fleet will be incorporated into CT's fleet and will be managed in accordance with CT's Fleet Replacement Plan.

(3) *Bus Stop Improvements*. CT's Bus Stop Improvement Plan will be modified to include all bus stops and shelters transferred to CT from Everett pursuant to this Agreement. The plan will also address transit center improvements, lighting, and wayfinding/signage investments within the City of Everett.

(4) *Speed & Reliability*. CT's Speed and Reliability Program will be modified to include City of Everett.

PART 3
LABOR AND EMPLOYMENT

3.1 PREPARATION FOR TRANSFER

The Parties have prepared an agreed preliminary list of employee positions and numbers of employees per position in accordance with applicable law reflecting all Everett Transit employees whose duties are necessary to efficiently operate the Everett Transit system (the "***Transferred Employees***"). The Parties may by agreement update this preliminary list from time to time until the Annexation Date. The final list (which will be marked as the "Final Attachment C-3 List") will automatically be incorporated into this Agreement as ***Attachment C-3*** as of the Annexation Date without further action by the Parties.

Everett may enter into agreements prior to the Annexation Date relating to payments to individual Everett Transit employees or bargaining groups. All of these payments based on such agreements prior to the Annexation date are the sole responsibility of Everett to pay.

3.2 TRANSFER ON ANNEXATION DATE

As of the Annexation Date, all Transferred Employees will become Community Transit employees appointed to employment positions in Community Transit as set forth in this PART 3. The last date of the Transferred Employees' Everett employment will be the calendar date immediately preceding the Annexation Date.

Transferred Employees subject to ET Labor Contracts will be placed by Community Transit in accordance with those contracts. No Transferred Employee will be placed by Community Transit in any worse position with respect to working conditions, pension, seniority, wages, sick leave, vacation, or other benefits than such employee enjoyed as an Everett Transit employee prior to the Annexation Date.

Community Transit is responsible for paying all wages and payments of any kind to all Transferred Employees due to employment from and after the Annexation Date, including all salaries, wages, benefits, pension contributions or payments in lieu. If any issue, discrepancy or unanticipated circumstances arise, the Parties agree to promptly notify each other and shall cooperate in good faith to resolve such issue in a timely and mutually agreeable manner.

3.3 **EVERETT LABOR CONTRACTS**

As of the Annexation Date, Everett assigns and Community Transit assumes all ET Labor Contracts. Community Transit will employ the Transferred Employees subject to ET Labor Contracts in accordance with those contracts and in accordance with RCW 36.57A.120.

Community Transit will not engage in collective bargaining activities prior to the Annexation Date unless the need arises, or activities are requested by the labor unions.

3.4 **FEDERAL LAW**

Some Everett Transit employees are employed under Everett agreements with labor organizations (such as the Agreement dated August 26, 1981, between Everett and Local Union 883, ATU, AFL-CIO) and nonunion protective arrangements governed by Section 13(c) of the Federal Transit Act, 49 U.S.C. § 5333(b) and regulations thereunder, as they now exist or as amended (such statutes and regulations, "*Section 13(c)*"; such agreements and arrangements, "*Section 13(c) Contracts*"). Those 13(c) Contracts that Everett has identified as of the Agreement Effective Date are attached as ***Attachment C-2***. As required under 49 U.S.C. § 5333(b) (commonly referred to as "13(c)"), Community Transit commits to assuming the City's existing collective bargaining agreements with represented ET employees, and to bargain in good faith with respect to the effects if any of this consolidation on affected employees.

The Parties agree that this Agreement and the transfer and appointment of Transferred Employees to Community Transit employment are: (i) fully consistent with the Section 13(c) Contracts and the Section 13(c) Contracts do not apply; (ii) fully comply with Section 13(c), to the extent applicable; and (iii) will not be nor permit a dismissal or displacement of any Transferred Employee nor the rearrangement or reorganization of the workforce.

As of the Annexation Date, Everett assigns and Community Transit assumes the Section 13(c) Contracts. Community Transit accepts full responsibility for Section 13(c) Contracts and Section 13(c) with respect to this Agreement and with respect to the transfer and appointment of Transferred Employees to Community Transit employment.

Community Transit shall indemnify, defend and hold harmless Everett from and against any all claims, demands, liabilities, or payments of any kind in connection with Section 13(c) or any Section 13(c) Contract to the extent such claims, demands, liabilities or payments arise from or relate (1) Community Transit's collective bargaining activities, if any, prior to the Annexation Date (2) the transfer or appointment of Transferred Employees to Community Transit employment, or (3) Community Transit's actions or omissions after the Annexation Date.

PART 4
TRANSIT OPERATIONS

4.1 **SERVICE LEVEL REQUIREMENTS**

The service provisions in this Section 4.1 and in ***Attachment D*** are intended to preserve continuity for Everett Transit riders during the transition and guide future service planning toward improved access, frequency, reliability, equity, and regional connectivity. Additionally, they are designed to preserve CT's ability to plan, phase, and implement network changes consistent with Board-adopted policies and available resources.

(A) ***Existing Service Levels***

Existing ET Service Levels are the levels of service provided by Everett Transit within its service area as of the Annexation Date, including routes, service spans, frequencies, and service hours, as reflected in Everett Transit's then-current published schedules and General Transit Feed Specification data. Community Transit agrees to maintain or exceed the applicable Existing ET Service Levels at the date of the Annexation Date.

The Parties shall comply with the Service Transition Plan provided as ***Attachment D***.

(B) ***Swift Blue Line.***

Community Transit will continue operating Swift Blue Line as part of Community Transit's integrated network. On the Annexation Date, this agreement will supersede any other Blue Line agreement that may exist.

(C) ***Swift Gold Line.***

Community Transit will finance, plan, construct and operate the Swift Gold Line. The City of Everett will provide jurisdictional support using its permitting, traffic engineering, curb management, and project delivery authorities, as applicable, to support dedicated transit lanes in the Broadway portion of the alignment, with the remaining portion of the alignment within the City operating in mixed traffic in the curbside travel lane, signal priority, and other roadway improvements along the Swift Gold Line corridor. Swift Gold Line service is planned to begin in 2031 (subject to change based on available funding and other factors).

4.2 **PARATRANSIT**

(A) ***Equal Service***

Effective on the Annexation Date, Community Transit will provide [paratransit service] to all Everett Paratransit Riders at least equal to the [paratransit service] provided by Everett to Everett Paratransit Riders as of March 31, 2027 using Everett's Paratransit qualification requirements as of the date of this Agreement. This obligation remains in place for so long as any Everett Paratransit Rider desires paratransit service. Everett will provide to Community Transit a list of all registered Everett Paratransit Riders, which list may be revised after the execution of this Agreement and before March 31, 2027 by the Mayor and the Chief Executive Officer.

(B) ***Everett Paratransit Transferred Employees, Scheduling, Dispatch, and Assets***

(1) Community Transit will provide Paratransit Service in Everett to Everett Paratransit Riders using Transferred Employees who provided or supported paratransit service for Everett as of March 31, 2027. Community Transit will continue to utilize such Transferred Employees to provide paratransit service in Everett until a new collective bargaining agreement covering those Transferred Employees is in place.

(2) For as long as practical, Community Transit will provide Paratransit Service in Everett to Everett Paratransit Riders using Everett Transit vehicles and associated equipment transferred under this Agreement.

(3) Community Transit will provide Paratransit Service in Everett to Everett Paratransit Riders using the same in-house scheduling and dispatch employees as used by Everett as of March 31, 2027.

4.3 **FARE ALIGNMENT**

(A) ***EXISTING EVERETT TRANSIT FARES***

(1) Except as provided in Section 4.4(A)(2), from and after the Annexation Date, Community Transit will charge fares at the same Everett fare rates in effect on March 31, 2027 for Existing Everett Transit Service and Everett Paratransit Service, in order to minimize customer disruption and support a seamless transition.

(2) Such fare structure shall remain in effect unless modified by the Community Transit Board, following CT staff analysis, applicable public engagement activities, and completion of all required Board approval processes, which modification may occur no sooner than 12 months after the Annexation Date.

(B) ***FARE COLLECTION SYSTEMS; REGIONAL FARE COLLECTION***

Fare collection, fare collection system infrastructure, and regional fare collection responsibilities will transition from Everett to Community Transit in accordance with the Interlocal Cooperation Agreement for Implementation, Operation, and Maintenance of the ORCA system, dated June 13, 2019.

PART 5
REAL PROPERTY

5.1 **TRANSFER OF ET REAL PROPERTY**

Everett shall transfer and convey to Community Transit, and Community Transit shall receive and accept from Everett, the ET Real Property. The ET Real Property is listed and legally described in ***Attachment E-1.*** This attachment may be updated and revised in writing after the Agreement Effective Date and before the Annexation Date by the Mayor and the Chief Executive Officer.

(A) ***Preparation for Transfer***

The Parties shall prepare for transfer of ET Real Property by undertaking the following prior to the Annexation Date.

(1) Community Transit shall obtain, with Everett's cooperation, preliminary title reports and all existing environmental reports in the possession of Everett and actually known to Everett's Real Property Manager for each ET Real Property. Everett shall provide a written index to Community Transit by no later than October 9, 2026. Community Transit shall have the opportunity to review the documents produced prior to the Agreement Effective Date. Everett will have no further duty of investigation. Community Transit is responsible for reviewing all Commitments and making all arrangements to remove any exception deemed unacceptable by Community Transit. Everett will cooperate with such removal(s). The Parties will also cooperate to identify before the Agreement Effective Date easements or other property rights that Everett may need to reserve on ET Real Properties (such as utility easements). On the Agreement Effective Date, all existing exceptions are deemed "***Permitted Exceptions***" unless identified by Community Transit in writing delivered to Everett 10 days before the vote of the Everett City Council, as set forth below. It is the intent of the Parties to complete the Title review and any due diligence prior to the Approving Legislation of their respective governing bodies approving the Annexation. In the event a material title or due diligence or environmental issue is discovered, Community Transit will promptly notify Everett in writing no later than 10 days before the vote of the Everett City Council, and Everett shall cooperate in good faith to resolve such issues in a timely and mutually agreeable manner. If the Parties are unable to agree on a resolution for the issue(s) identified by Community Transit, then either Party may refuse to sign this Agreement (either before or after the vote on the Approving Legislation), in which case this Agreement will not go into effect and the Annexation will not occur. Community Transit's execution of this Agreement means that Community Transit's title, environmental, and other due diligence review have been completed and that all matters related to such review have been identified. Issues not so

identified relating to existing properties (without regard to Omitted ET Other Real Property Interests addressed in Section 5.4) may not be raised after that date.

(2) Everett will deliver or cause to be delivered to Title Company a Bargain and Sale Deed (the "*Deed*") for each ET Real Property, in the form attached as ***Attachment E-5*** and duly executed and acknowledged by Everett, conveying title in fee simple to Land and Improvements, free and clear of any and all liens, encumbrances, easements and assessments created by, through or under Everett, except for Permitted Exceptions.

(3) The Parties shall each also deliver to Title Company such other duly-executed documents that may be reasonably required to close; provided however, no such additional document shall expand any obligation, covenant, representation or warranty of a Party or result in any new or additional obligation, covenant, representation or warranty of a Party under this Agreement beyond those expressly set forth in this Agreement.

(B) ***Transfer***

Transfer of the real property interests described in this PART 5 shall occur by recording of the deeds or such other required conveyance documents by the Title Company. Transfer will occur in accordance with Attachment G. Unless otherwise mutually agreed under a written agreement under ***Attachment G***.

Transfer of ET Real Property shall occur on the Annexation Date, except for Omitted Other Real Property Interests as set forth in Section 5.4, and except as may be provided in a written agreement pursuant to Section 2.1(C) and ***Attachment G***.

(C) ***Representations***

To the extent of Everett's Real Property Manager's actual knowledge as of the Agreement Effective Date, Everett warrants that there is no fact, condition, or circumstance affecting the ET Real Property that would materially and adversely affect Community Transit's intended use of the ET Real Property, including, but not limited to, any pending or threatened litigation, zoning violations, code violations, environmental conditions, encroachments, restrictive covenants or easements not otherwise disclosed or listed on a Title Report or other material provided to Community Transit. The representations and warranties of Everett, if any, in this PART 5 (or elsewhere in this Agreement or in any deed or other document, affidavit or certificate executed or delivered in connection herewith) (collectively, the "***Express Representations***") are the sole and only representations and warranties of Everett with respect to the transfers of ET Real Property contemplated by this Agreement. Except for Everett's Express Representations, Everett specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the ET Real Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, for any and all activities and uses which Community Transit may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any Improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lien, encumbrance or license reservation; and (iv) the compliance of the ET Real Property or the operation of the ET Real Property with any laws, rules, ordinances, or regulations of any government or other body. Except as stated herein, in connection with the conveyance of the ET Real Property as provided for herein, Everett has not made and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the ET Real Property , the suitability of the ET Real Property for any and all activities and uses which Community Transit may conduct thereon, compliance by the ET Real Property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, Everett does not make any representations regarding hazardous waste, as defined by the laws of the State of Washington and any regulations adopted pursuant thereto or the U. S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal of any hazardous waste or any other hazardous or toxic substances in, on or under the ET Real Property. Except for any Express Representations, Community Transit agrees to accept the ET Real Property at the Annexation Date or subsequent date of transfer specified in this Agreement, with the ET Real Property being in its present as is condition with all faults.

(D) ***ET Real Property Condition; No Reliance***

Community Transit acknowledges and agrees that Community Transit is, or has engaged and is relying on persons who are, experienced in the ownership, development and/or operation of properties similar to the ET Real Property. Community transit acknowledges and agrees that it is fully relying on Community Transit's (or Community Transit's representatives') knowledge of the ET Real Property and, except for the Express Representations (if any), is not relying upon any statement (oral or written) which may have been made or may be made (or purportedly made) by Everett or any of its representatives. Community Transit acknowledges and agrees that by this Agreement it is waiving the opportunity to inspect, that such waiver was at Community Transit's absolute discretion and was based on Community Transit's own evaluation, not upon any statement (oral or written) which may have been made or may be made (or purportedly made) by Everett or any of its representatives. Community Transit hereby expressly assumes all risks, liabilities, claims, damages and costs (and agrees that Everett shall not be liable for any special, direct, indirect, consequential or other damages) resulting or arising from or related to the ownership, use, condition, location, maintenance, repair or operation of the ET Real Property arising or accruing from events occurring from and after the date of transfer. Community Transit expressly waives (to the extent allowed by applicable law) any claims under federal, state or other law that Community Transit might otherwise have against Everett relating to the use, characteristics or condition of the ET Real Property except as otherwise specifically provided by this Agreement. Any repairs paid for by Everett pursuant to this agreement, if any, shall be done without any warranty or representation by Everett, and Everett hereby expressly disclaims any warranty or representation of any kind whatsoever in connection with such repairs.

(E) ***Release***

Except for the Express Representations, Community Transit, for itself and its successors in interest, releases Everett and its affiliates and their respective officials, agents employees, and advisors (collectively the "***Everett Parties***") from, and waives all claims and liability against the Everett Parties for, any structural, physical, environmental, economic, legal, financial or operational condition at the ET Real Property, and hereby releases the Everett Parties from, and waives all liability against the Everett Parties attributable to, the structural, physical, environmental, economic, legal, financial or operational condition of the ET Real Property, including without limitation (i) any damages arising out of a violation of any legal requirement with respect to the physical condition, maintenance or improvement of the ET Real Property; (ii) any damages arising out of the state of the physical condition, maintenance or improvement of the ET Real Property on or before the transfer date; (iii) any damages arising out of the presence, discovery or removal of any hazardous materials or substances in, at, about or under the ET Real Property, or connected with or arising out of any and all claims or causes of action based upon any environmental law, including CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by SARA Superfund Amendment and Reauthorization Act of 1986 and as may be further amended from time to time) or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in or under the ET Real Property.

(F) ***Initials***

The provisions of this Section shall survive indefinitely any transfer or conveyance, or termination of this Agreement, and shall not be merged into the transfer or conveyance documents. Everett and Community Transit hereby specifically acknowledge and agree to the provisions of this Section:

Everett: Community Transit:

5.2 **EVERETT STATION**

(A) ***Conveyance***

Everett's transfer and conveyance to Community Transit of the ET Real Property (including all land and improvements) commonly referred to as Everett Station and legally described in ***Attachment E-1***, in accordance with Section 5.1, shall also be subject to the following:

(B) ***Everett Station Leases***

The Everett Station Leases consist of leases of portions of Everett Station, under which Everett is landlord and various tenants are tenants. The Everett Station Leases are identified in ***Attachment E-4***. This attachment may be updated and revised in writing after the Agreement Effective Date and before the Annexation Date by the Mayor and the Chief Executive Officer. In is the intent of the Parties that, effective as of the Annexation Date, Everett assigns to Community Transit and Community Transit assumes, the Everett Station Leases. On or prior to the Annexation Date, Everett and Community Transit shall execute the Assignment of Leases in the form attached as ***Attachment E-6***.

To the actual knowledge of the Everett's Real Property Manager, Everett represents that all Everett Station Leases as of the Annexation Date are identified in ***Attachment E-4*** (as may be revised as of the Annexation Date) and copies thereof have been provided to Community Transit. To the extent that any of the Everett Station Leases are not assignable or transferable or other issues arise relating to assignability or transferability, Everett will reasonably cooperate with Community Transit for Community Transit to make new arrangements with tenant(s), but in no event is Everett obligated to incur any cost in assigning the Everett Station Leases to Community Transit nor will any matter related to assignability or transferability of any Everett Station Lease result in any reduction in the Annexation Payment or any other liability of Everett to Community Transit.

Upon assuming the Everett Station Leases, Community Transit agrees to permit the current tenants to remain through their current lease agreements, which may be amended or terminated only in accordance with their terms.

(C) ***Community Events and Other Use Arrangements***

Community Transit agrees to allow City and Community uses to continue for a period of 3 years following the Annexation Date. Community Transit agrees to allow the facility to be reserved by the City and members of the public for community events in a manner that is similar to current practice.

5.3 **OPERATIONS AND MAINTENANCE CENTER LEASE/ELECTRIC BUS CHARGERS**

Community Transit will lease Everett's operations and maintenance center from Everett under ***Attachment E-7*** to this Agreement. Everett and Community Transit shall execute such Lease sufficiently in advance of the Annexation Date so that it is effective as of the Annexation Date. This lease includes a license for the electric bus chargers adjacent to Everett's operations and maintenance center to be used by Community Transit for the lease term. These chargers were obtained with federal funds. Ownership of the chargers shall transfer to Community Transit on the Annexation Date by a bill of sale (or deed) in substantially the form of (or by incorporation into) the Form of Bill of Sale attached as ***Attachment F-6*** which shall be delivered to the Title Company by Everett with Everett's delivery of the Tangible Personal Property Transfer Documents (defined below).

5.4 **ASSIGNMENT/TRANSFER OF ET OTHER REAL PROPERTY INTERESTS**

The ET Other Real Property Interests (which are those recorded real property interests reflecting less than fee simple ownership (such as easements)) that are known as of the date of this Agreement are listed and legally described in ***Attachment E-3***. The Parties will reasonably cooperate with each other to identify and list additional real property interests as appropriate on ***Attachment E-3***, which attachment will be updated and revised as necessary in writing after the Agreement Effective Date and before the Annexation Date by the Mayor and the Chief Executive Officer.

As of the Annexation Date, Everett assigns to Community Transit and Community Transit assumes, the ET Other Real Property Interests. On or prior to the Annexation Date, Everett and Community Transit shall execute and deliver to the Title Company the Assignment of Other Real Property Interests in the form attached as ***Attachment E-8***, which the Title Company shall record on the Annexation Date.

The Parties acknowledge that it is possible that some ET Other Real Property Interests held by Everett for Everett Transit as of the Annexation Date may be omitted by oversight from Attachment E as of the Annexation Date (such omitted property interests, "***Omitted ET Other Real Property Interests***"). If such omission occurs, Community Transit shall give written notice of such omission to Everett. Upon receipt of such notice, Everett shall provide Community Transit with an assignment in a form reasonably acceptable to Community Transit of such Omitted Other Real Property Interest.

In no event is Everett obligated before or after the Annexation Date to incur any cost in assigning to Community Transit the ET Other Real Property Interests or Omitted ET Other Real Property Interests to Community Transit, including without limitation any recording costs or fees.

To the extent that any of the ET Other Real Property Interests or Omitted ET Other Real Property Interests are not assignable or transferable or other issues arise relating to assignability or transferability, Everett will reasonably cooperate with Community Transit for Community Transit to make new arrangements with property owners. In no event will any matters related to assignability or transferability of any ET Other Real Property Interest or Omitted ET Other Real Property Interest result in any reduction in the Annexation Payment or any other liability of Everett to Community Transit.

PART 6
PERSONAL PROPERTY

6.1 **TRANSFER OF ET TANGIBLE PERSONAL PROPERTY**

(A) ***ET Tangible Personal Property-Rolling Stock***

ET Tangible Personal Property includes ET Rolling Stock and Everett Transit Other Personal Property, described as follows:

(1) ET Rolling Stock is listed and described in ***Attachment F-2.*** The ET Rolling Stock that is Federal Interest Rolling Stock is identified in ***Attachment F-2***, which schedule may be revised after the execution of this Agreement and before the Annexation Date by the Mayor and the Chief Executive Officer.

(2) The Everett Other Tangible Personal Property is listed and described in ***Attachment F-4***. This attachment may be revised after the execution of this Agreement and before the Annexation Date by the Mayor and the Chief Executive Officer.

(B) ***Transfer***

Everett shall transfer to Community Transit, and Community Transit shall receive and accept from Everett, the ET Tangible Personal Property.

At or prior to the Annexation Date, Everett will execute and deliver or cause to be delivered to the Title Company a Bill of Sale in the form attached as ***Attachment F-6*** and such additional documentation, if any, as reasonably necessary to document the transfer of the ET Tangible Personal Property (such documents, the "***Tangible Personal Property Transfer Documents***").

The transfers described in this PART 6 shall occur by delivery of the Tangible Personal Property Transfer Documents to Community Transit by the Title Company. Transfer shall occur on the Annexation Date or as otherwise provided in Section 2.1(C) for all ET Tangible Personal Property.

Community Transit shall pay all costs associated with transfer, including without limitation all personal property and taxes and assessments and all filing fees.

(C) ***Representations***

Everett has provided Community Transit with the current relevant documentation regarding the vehicle maintenance histories and warranty information of the rolling stock and represents it will maintain the assets according to its regular and preventative maintenance schedule up to the date of transfer. The representations and warranties of Everett, if any, in this PART 6 (or any bill of sale or other document, affidavit or certificate executed or delivered in connection with the transfer of the Everett Transit Tangible Property) (collectively, the "***Personal Property Express Representations***") are the sole and only representations and warranties of Everett with respect to the transfers of Everett Transit Tangible Property contemplated by this Agreement. Except for Everett's Express Representations (if any), Everett specifically disclaims any warranty (including without limitation warranty of title), guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Everett Transit Tangible Property. Except as stated herein, in connection with the transfer of the property as provided for under this agreement, Everett has not made and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the ET Tangible Personal Property. Except for the Personal Property Express Representations, Community

Transit agrees to accept the ET Tangible Personal Property at the date of transfer provided in this Agreement, with the ET Tangible Personal Property being in its present as is condition with all faults.

(D) ***Release***

Except for the Personal Property Express Representations, Community Transit, for itself and its successors in interest, releases Everett and its affiliates and their respective officials, agents employees, and advisors (collectively the "***Everett Parties***") from, and waives all claims and liability against the Everett Parties for, any structural, mechanical, physical, economic, legal, financial or operational condition at the ET Tangible Personal Property, and releases the Everett Parties from, and waives all liability against the Everett Parties attributable to, the structural, physical, economic, legal, financial or operational condition of the ET Tangible Personal Property.

(E) ***Omitted ET Tangible Personal Property***

The Parties acknowledge that it is possible that some ET Tangible Personal Property held by Everett for Everett Transit as of the Annexation Date may be omitted by oversight from ***Attachment F-4*** (such omitted property interests, "***Omitted ET Tangible Personal Property***"). If such omission occurs, Community Transit shall give written notice of such omission. Upon receipt of such notice, Everett shall transfer the Omitted ET Tangible Personal Property to Community Transit by a Tangible Personal Property Transfer Document in a form reasonably acceptable to Community Transit.

(F) ***Easements, Licenses, Right of Way Permits for Personal Property and Fixtures***

The Parties acknowledge that some personal property or fixtures transferred to Community Transit under this Agreement may be affixed to real property owned by Everett or may be located within Everett rights-of-way. Everett, as part of the transfer of such a personal property or fixture, shall execute and deliver to Community Transit an easement, license, or right of way permit as appropriate so that the transferred personal property or fixture may remain in place for its remaining useful life. The easement, license or right of way permit shall be substantially in form as provided in ***Attachment F-5*** unless otherwise agreed by the Parties.

6.2 TRANSFER OF EVERETT TRANSIT INTANGIBLE PERSONAL PROPERTY

(A) ***Everett Transit Contracts***

The Everett Transit Contracts are listed and described in ***Attachment F-1.*** This attachment will be updated and revised as necessary in writing after the Agreement Effective Date and before the Annexation Date by the Mayor and the Chief Executive Officer.

The Parties agree that, effective as of the Annexation Date, Everett assigns to Community Transit and Community Transit assumes, the Everett Transit Contracts. On or prior to the Annexation Date, Everett and Community Transit shall execute the Assignment of Contracts and Intangible Property in the form attached as ***Attachment F-5.***

In the event there are issues regarding the assignability of a contract, the Parties agree to promptly notify each other and shall reasonably cooperate in good faith to resolve such issues in a timely and mutually agreeable manner, but Everett is not obligated before or after the Annexation Date to incur any cost in assigning to CT the Everett Transit Contracts nor will any matter related to assignability or transferability of any Everett Transit Contract result in any reduction in the Annexation Payment or any other liability of Everett to Community Transit.

(B) ***ET-CT Contracts***

(1) *Termination of ET-CT Terminated Contracts*

Certain ET-CT Contracts identified in ***Attachment F-1*** as "ET-CT Terminated Contracts" are terminated as of the Annexation Date**.** The designation of any ET-CT Contract as an ET-CT Terminated Contract may be updated and revised after the Agreement Effective Date and before the Annexation Date by written agreement approved and executed by the Mayor of Everett and the Chief Executive Officer of Community Transit.

(2) *ET-CT Retained Contracts*

The ET-CT Contracts identified in ***Attachment F-1*** as an "ET-CT Retained Contract" shall remain in effect after the Annexation Date. The designation of any ET-CT Contract as an ET-CT Retained Contract may be updated and revised after the Agreement Effective Date and before the Annexation Date by written agreement approved and executed by the Mayor of Everett and the Chief Executive Officer of Community Transit.

If a contract between Everett and Community Transit is omitted from ***Attachment F-1***, then the parties agree to review same and determine if it will be terminated or retained.

PART 7
MISCELLANEOUS PROVISIONS

7.1 ***Governing Law***

The laws of the State of Washington, without giving effect to principles of conflict of laws, shall govern all matters arising out of or relating to this Agreement.

7.2 ***Venue***

Everett and Community Transit shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court. **THE PARTIES WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY LITIGATION BETWEEN THE PARTIES ARISING FROM OR RELATING TO THIS AGREEMENT**.

7.3 ***Entire Agreement***

This Agreement constitutes the entire agreement of the Everett and Community Transit relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto, including without limitation all prior agreements, amendments, and letter agreements.

7.4 **Dispute Resolution – Unforeseen Circumstances**

The Parties acknowledge that this Agreement is intended to be comprehensive but due to its complexity there may arise issues that were not foreseen or not fully addressed. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest appropriate level. If a dispute or conflict arises that cannot be resolved between designated staff representatives, the Parties designated representatives will meet and attempt to resolve the dispute in a timely manner. If the designated representatives cannot resolve the dispute in a timely manner, the dispute will be escalated to Everett's Executive Director and CT's Chief Executive Officer for resolution. Nothing in this Section 7.4 precludes either Party from pursuing any remedy available at law or in equity if good-faith escalation does not resolve a dispute, PROVIDED that prior to the initiation of any formal proceeding (i.e. litigation) the parties agree to participate in mediation with a mutually agreed upon mediator.

7.5 ***Amendments***

Except for revisions to attached Schedules as set forth in this Agreement, no amendment to this Agreement will be effective unless it is in writing and signed by Everett and Community Transit, with the Mayor signing for Everett and an authorized representative signing for Community Transit.

7.6 **Waiver**

No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

7.7 ***Severability***

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

7.8 **Notice**

For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to Everett	Notice to Community Transit
Mayor City of Everett 2930 Wetmore Avenue Everett, WA 98201 And to: City Attorney City of Everett 2930 Wetmore Avenue Everett, WA 98201	CEO Community Transit 2312 West Casino Road Everett, WA 98204 And to: Community Transit Attorney 2312 West Casino Road Everett, WA 98204

A Party may change its address stated above by delivering written notice to the other Party of the new address.

7.9 **Assignment/Dissolution**

No part of this Agreement or any rights, duties, or obligations described in this Agreement may be assigned or delegated to another without the express written consent of both Everett and Community Transit, which may be denied in either Party's sole discretion. Except as may be otherwise provided in this Agreement, neither Party may terminate its obligations under this Agreement without the consent of the other Party.

7.10 **Successors**

This Agreement shall be binding upon Everett and Community Transit and their respective successors.

7.11 **Recitals Incorporated by Reference**

The Recitals set forth above are incorporated into this Agreement in full by this reference.

7.12 **No Third- Party Beneficiaries**

Except as expressly set forth in this Agreement, nothing in this Agreement is intended to confer upon any person or entity, other than the Parties, any rights, benefits, privileges or obligations. No such third-party shall have any right to enforce any of the terms of this Agreement unless expressly stated otherwise.

7.13 **Records**

Everett and Community Transit shall keep books and records related to this Agreement in accordance with applicable law. The books and records required by this paragraph shall be available for examination by either Party during normal business hours for a period of seven years upon 15 days prior written notice.

7.14 **Compliance with the Washington State Public Records Act**

Both Everett and Community Transit are subject to the Public Records Act, chapter 42.56 RCW. All records owned, used or retained by the Parties are public records subject to disclosure unless exempt under the Public Records Act, whether or not such records are in the possession or control of Everett or Community Transit. The Parties shall cooperate with each other so that each Party may comply with all of its obligations under the Public Records Act.

7.15 **Interlocal Cooperation Act Provisions**

(A) This Agreement terminates when the Parties obligations under this Agreement are completed.

(B) Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement.

(C) Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement.

(D) Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

(E) The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

7.16 **Signature/Recording**

Signatures may be by e-signature of any kind, including without limitation AdobeSign. Community Transit post the Agreement following its execution by the Parties.

[Signature page(s) follow]

The parties have executed this Agreement as of the dates indicated below. This Agreement becomes effective on the date set forth in Section 1.2(A) above.

Date:__________, 20__	Date:__________, 20__
CITY OF EVERETT ("EVERETT")	**SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION ("COMMUNITY TRANSIT")**
By: ________________________________ Cassie Franklin, Mayor	By: ________________________________ Ric Ilgenfritz, Chief Executive Officer
ATTEST:	ATTEST:
____________________________________ Office of the City Clerk	____________________________________ Secretary

ATTACHMENT A
SCHEDULE OF PAYMENTS

Annexation Payment (from Community Transit to Everett)
(Section 2.1(A)): $54,500,000

Capital Assets Amount
* Everett Station .... $ 17,000,000
Revenue Vehicles .... $ 10,300,000
Charging Equipment .... $ 4,800,000
Parking, Transit Facilities, other Equipment .... $ 10,400,000
Equipment/Real Property Subtotal: .... $ 42,500,000

Impact to Everett Services $12,000,000

TOTAL: $54,500,000

Capital Reserve Transfer (from Everett to Community Transit)
(Section 2.1(B)): $16,000,000.00

* Local share of Assessed Value of land + Cost of Building

ATTACHMENT B

POST-ANNEXATION SCOPE OF INTERIM OPERATIONS

The scope of the transition support services to be provided by Everett includes the following:

1. Making city staff resources available to consult regarding human resources and labor-relations matters relating to the existing collective bargaining agreements, past practices, policies, and employee matters.
2. Making city staff resources available to provide accounting support, including processing vendor invoices and maintaining cost accounting sufficient to support reimbursement by Community Transit.
3. Making city staff resources available to provide and support IT infrastructure and back-office systems, including computing and communications infrastructure, websites, radio, vehicle-location, video, customer, and operational systems necessary for the provision of transit service within Everett.
4. Making city staff resources available to handle fare revenue, including counting and vault services.
5. Making city staff resources available to provide training related to City administrative processes used during the Interim Operations Period.
6. Making city staff resources available to provide other specifically identified operational support, including fuel and utility services, as agreed to in writing subsequent to the Agreement Effective Date.
7. Making city staff resources available to provide technical support to Community Transit in its labor negotiations, technical integration, vendor transition, service design, and public-process activities.

During the Interim Operations Period, Community Transit will:

1. Provide onsite management and direction for the former Everett Transit operation.
2. Manage daily transit service delivery, including system performance, safety, quality, customer service, and regulatory compliance.
3. Provide customer service and customer communications associated with the transit service.
4. Provide operational training and safety, security, risk, accident-investigation, and drug and alcohol program functions.
5. Lead the transition and integration activities necessary to assume the City-provided support functions identified above, including labor, technology, vendor, and service integration, with technical support from the City as provided in this Attachment.
6. Providing insurance coverage through WSTIP or other applicable coverage.

The final Interim Operations Plan will allocate responsibility for the following functions:

- Federal and state tax reporting.
- PERS retirement-system reporting and administration.
- Workers’ compensation program administration.
- Payroll administration for the transferred workforce.
- Health-insurance and benefit-system administration for the transferred workforce.

ATTACHMENT C-1
COPIES OF ET LABOR CONTRACTS

2025 – 2027 LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

AMALGAMATED TRANSIT UNION
Division Number 883

* *

TABLE OF CONTENTS

ARTICLE 1 - AGREEMENT

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "City," and Amalgamated Transit Union, Division No. 883, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide a working understanding between the City of Everett and its employees who are members of the Amalgamated Transit Union bargaining unit, through their duly accredited representatives, affecting wages, hours and working conditions, and to establish a means of settling any and all grievances, disputes and controversies arising between the City of Everett and Amalgamated Transit Union Division No. 883, and pursuant to said purpose the parties hereto agree as follows:

ARTICLE 2 - NON-DISCRIMINATION

The City agrees not to discriminate against any person or employee for his/her activity in behalf of or membership in the Union. The Union and the City agree not to engage in unlawful discrimination against any person or employee because of race, color, sex, creed, national origin, age, marital status, sexual orientation, or the presence of a physical or mental disability, unless it is a bona fide occupational qualification.

ARTICLE 3 - LEGALITY

It is specifically understood and agreed that all provisions herein are subject to existing laws, and should any provision of the Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 - EXCLUSIVE BARGAINING REPRESENTATIVE

The City agrees to recognize the Union as the exclusive collective bargaining representative for all employees whose classifications are listed below or are added during the contractual years:

4500	Bus Maintenance	02-014
4510	Bus Operator	02-010 & 02-110
4520	Bus Operator Trainee	02-011
4530	Paratransit Operator	02-013 & 02-113
4540	Paratransit Operator Trainee	02-009
4550	Transit Inspector	02-012

ARTICLE 5 - DEFINITIONS

For purposes of the Agreement, the following phrases are hereby defined:

Bargaining Unit - The bargaining unit shall include all employees listed in Article 4.

Platform Time - The actual time the employee is in a paid status from sign on to sign off.

Designated Reporting Location - The physical location where an employee reports and signs on and off for work within the City limits. An employee's sign off location will be the same as his/her sign on location.

Regular Run - A run where the platform time exceeds seven (7) hours and one (1) minute.

Straight Run - A regular run where the platform time is unbroken.

Mark-up - Bidding by the bus operators for runs and days off according to their working seniority.

Division - Everett Transit Division, a division of the Everett Transportation Services Department.

Spread Time - The time in excess of eleven (11) hours required to complete a regular run.

Permanent Part-Time - Employees classified as paratransit extra board operator, who because a full-time position is not warranted, work less than full-time.

ARTICLE 6 - GENERAL PROVISIONS

Section 1: Employee Information and Dues/Fees Checkoff

A. Employee Information

1. The City shall provide the Union with access to bargaining unit employees, including the name, address, telephone number, classification, date of hire, and rate of pay.

2. The City shall notify the Union of all new bargaining unit employees as soon as Human Resources is notified of the hire. The City shall supply the following information to the Union regarding each newly hired bargaining unit member upon hire: name, address, telephone number, classification, date of hire, and rate of pay.

B. Dues, Fees and Assessment Processing

The City shall deduct the regular dues, fees, and assessments of the Union from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. Consistent with federal, state, and local law, the City shall honor and adhere to specific provisions of such authorization for the deduction of regular dues, fees, and assessments and all other provisions agreed to by the employee in the authorization, irrespective of the employee's membership status in the Union. The amount deducted shall be mailed each month to the Union.

C. Revocation

Consistent with federal, state, and local law, the City shall honor and adhere to the specific provisions of an employee's written authorization for the deduction of dues, fees, and assessments regarding the duration, renewal, and procedure for the revocation of such authorization. An employee who seeks to revoke such authorization must provide written notice to the City and the Union. Upon receipt of such a request from an employee, the City or Union will promptly transmit the employee's request for revocation to the other. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 2: COPE

The City shall deduct COPE contributions from the wages of any bargaining unit employee for whom the Union has submitted a written authorization to the City. The amount so deducted shall be mailed each month to the Union. When the employee is entitled to revoke his/her authorization, every effort will be made to end the deductions effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice.

Section 3:

A. Three Union-Management meetings will be held annually to discuss various items of interest to both parties.

B. The City, at its discretion, may conduct up to three (3) mandatory employee meetings or in-person training sessions annually.

Employees will be given at least thirty (30) days' advance notice prior to each scheduled session. These sessions are intended for all employees, excluding those on approved vacation, sick leave, or workers' compensation leave at the time of the event. For employees who are excused from attending, the City may schedule three (3) annual meetings or trainings and they will not count as additional events.

Employees who attend employee meetings or in-person trainings will be paid a minimum of two (2) hours pay at the applicable rate.

In the event of a canceled meeting or in-person training that is beyond the control of the City, employees who have reported to work prior to the time of the cancelation shall be paid two (2) hours pay at the applicable rate. Canceled meetings or in person trainings will not count against the three (3) meetings or in-person trainings allowed to the City.

Section 4:

The City will hold a meeting of the Union bargaining unit and drivers will be informed two (2) weeks in advance of any major changes in the Transit system.

Section 5:

It is understood and agreed that the following Articles/Sections of this Agreement shall not apply to those members employed in the classification of paratransit operator:

Article 14(4)

Section 6:

All bargaining unit appointments to committees that involve mandatory subjects of bargaining or mandated by law shall be selected by the union.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 1:

Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and the conduct of its employees, provided such rules are not in conflict with the provisions of the Agreement or with the applicable law.

Section 2:

The City has the right to (among other actions) discipline, following just cause, temporarily layoff or discharge employees; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

Section 3:

The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during work hours, and are not subject to overtime or callout shifts.

ARTICLE 8 - HOLIDAYS

Section 1:

Date Observed

HOLIDAY	2025	2026	2027
New Year's Day	January 1	January 1	January 1
Martin Luther King, Jr. Day	January 20	January 19	January 18
President's Day	February 17	February 16	February 15
Memorial Day	May 26	May 25	May 31
Juneteenth	June 19	June 19	June 19
Independence Day	July 4	July 4	July 4
Labor Day	September 1	September 7	September 6
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 27	November 26	November 25
Native American Heritage Day (Day After Thanksgiving)	November 28	November 27	November 26
Christmas Day	December 25	December 25	December 25

Two Floating Holidays — At employee's choice with concurrence of the City

Floating Holiday Prorating for New Hires:

In the first year of employment, full time regular employees hired before June 1 will receive two floating holidays. Employees hired between June 1 and September 30 will receive one floating holiday. Employees hired between October 1 and November 30 will receive 4 hours floating holiday.

Section 2:

Holiday pay shall be eight (8) hours regular pay for all employees unless there is an election under Section 3 or Section 7 of this Article. The intent of this provision is to ensure that employees receive not more than one hundred and four (104) hours of holiday pay per year. Those employees who work a 4/10 shift and the holiday falls on their regular work day have the option of filling the remaining two (2) hours of their holiday by taking vacation time.

Section 3:

The employee may elect to receive eight (8) hours credited to his/her vacation accrual in place of holiday pay, upon written request prior to each holiday.

Section 4:

Any employee who shall work any day designated as a holiday under Section 1 hereof shall be paid at one-and-one-half times the employee's hourly rate of pay.

Section 5:

Employees who work on Thanksgiving Day or Christmas Day will get one-half time premium in addition to their other rate of pay.

Section 6:

All employees who are on unpaid-suspension or on unpaid leave shall not receive holiday pay or vacation accrual as set forth in Sections 3 or 4 herein.

Section 7:

Any employee working on a holiday may elect to receive overtime hours credited to his/her vacation accrual in place of the time-and-one-half normally paid for work performed, upon written request prior to each holiday.

ARTICLE 9 - VACATION

Section 1:

All members of this bargaining unit shall accrue vacation credit for each month of continuous service as shown on the table below:

CONTINUOUS SERVICE FROM EMPLOYEE ANNIVERSARY DATE	VACATION CREDIT ACCRUED Number of Vacation Hours Per Month	Per Year
0 – 2 Years	9.33 hrs	112 hrs
2 – 3 Years	10.00 hrs	120 hrs
3 – 5 Years	10.67 hrs	128 hrs
5 – 6 Years	11.33 hrs	136 hrs
6 – 7 Years	12.00 hrs	144 hrs
7 – 9 Years	12.67 hrs	152 hrs
9 – 11 Years	13.33 hrs	160 hrs
11 – 12 Years	14.00 hrs	168 hrs
12 – 13 Years	14.67 hrs	176 hrs
13 – 14 Years	15.33 hrs	184 hrs
14 – 17 Years	16.00 hrs	192 hrs
17 – 19 Years	16.67 hrs	200 hrs
Over 19 Years	18.00 hrs	216 hrs

Section 2:

"Continuous Service" shall be determined from the employee's adjusted employment date.

Section 3:

No vacation accrual will be allowed in excess of two full year's earned vacation accrual.

No employee shall have vacation credit accrual cashed out in excess of 240 hours at the time of his/her retirement/separation, except PERS I employees hired prior to January 1, 1987 may cash out up to 44 days (352 hours). Any employee terminating employment or retiring must use any vacation accrual in excess of the aforementioned limits prior to retirement/separation or it will be lost to the employee.

Section 4:

Vacation slots shall be scheduled by the Transit Director at times when they will constitute minimum conflict with work schedules.

Section 5:

Employees will be granted pay in lieu of vacation at such time as they are separated from City employment, unless such separation occurs during the initial probationary period.

Section 6:

If a holiday specified in Article 8 of this Agreement falls within the employee's actual vacation, the employee may add one extra day to his/her vacation time with such day to be scheduled by mutual agreement between the employee and the Transit Director. No charge against vacation accrual will be made for a vacation day which falls on a holiday specified in Article 8 of this Agreement.

Section 7:

Choice of vacation time shall be by working seniority.

Section 8:

The vacation book shall recognize one vacation slot in the vacation book for every ten drivers out of training. Under special circumstances, the Transit Director, after notification to the Union, may temporarily limit the number of vacation slots available.

Section 9:

Vacation accrual cannot be used in place of sick leave unless sick leave has been exhausted and the employee receives Transit Director approval.

Section 10:

Vacation pay shall be paid the same as run pay for regular operators. Extra board drivers shall receive eight (8) hours pay per day of vacation. Other employees shall receive vacation pay according to their regular assigned shifts.

Employees whose regular work shifts consists of working five 8-hour days shall receive no more than 8 hours pay for each day of vacation. Employees whose regular shift(s) consists of working four 10-hour days shall receive no more than 10 hours pay for each day of vacation.

Section 11:

Employees who are furloughed, laid off and rehired within twelve months, or employees granted leave of absence without pay, shall not accrue vacation during this period.

Section 12:

Vacation shall be taken as follows:

A. Four (4) hours minimum for extra board and straight run operators.

B. The entire a.m. or p.m. work piece for split-shift operators.

C. Inspectors and maintenance personnel may take vacation in a 2 hour minimum block with written approval of the employee's supervisor.

D. Paratransit Operators may take vacation in a 2 hour minimum block at the beginning or end of their regular work shift.

Section 13:

Except when an employee has signed for a vacation day on his/her day off (due to a new markup), employees may not remove their name from the vacation roster during the three (3) day period prior to the vacation date without written notice to and express approval of the Director of Transportation Services or designee.

ARTICLE 10 - INSURANCE BENEFITS

Section 1:

The City agrees to offer four medical plan options for eligible employees and their eligible dependents; Kaiser Permanente Legacy Core, Kaiser Permanente New Core, HMA Traditional PPO Plan and HMA Consumer Driven Healthcare Plan. Employees that choose Kaiser Permanente Legacy Core, Kaiser Permanente New Core, or the HMA Traditional PPO Plan shall pay ten percent (10%) of the monthly premium.

Employees that choose the HMA Consumer Driven Health Plan shall pay five percent (5%) of the monthly premium. Employees will receive a lump sum contribution into their VEBA plan. Individuals shall receive $1,200 and employees with family coverage shall receive $2,400 in January of each year. In addition, employees with individual coverage shall receive an annual $200 clinic incentive contribution and spouses will receive an annual $200 clinic incentive contribution (for completing an annual whole health exam).

The annual incentive for completing the annual whole health exam at the Vera Clinic shall remain the same.

Section 2:

The City shall provide $1,000 life insurance per $1,000 of an employee's annual salary rounded to the next highest thousand for the duration of this Agreement.

Section 3:

The City shall provide the employee accidental death and dismemberment coverage in an amount equal to that specified in Section 2 hereinabove.

Section 4:

The City shall provide to all employees affected by this Agreement and their dependents, who request it, a dental coverage program through Delta Dental of Washington that provides 100% of premium cost of basic dental for the duration of this agreement, to an annual maximum of $2000.00. A second dental coverage program offering is through Willamette Dental.

Section 5:

The City shall provide to all employees who are covered by this Agreement and their legal dependents, 100% premium for a vision care plan which is acceptable to the City for the duration of this agreement.

Section 6:

The City shall provide felonious assault insurance of which the coverage limits shall not exceed $100,000 for transit employees who are covered by this Agreement, subject to the carrier's acceptance.

Section 7:

The City shall pay for the DOT medical examination at the current rate at the City's designated physician or facility. Any additional procedures that an employee may be referred to while obtaining their DOT exam will be covered at the employee's expense if not covered by the employee's medical insurance.

Section 8:

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee. At any time, the City may determine that an employees may be responsible for paying the employee's share of the WPFML premium. The City agrees to notify the union of this deduction 90 days prior to the start of the deduction and will negotiate any impacts of such deduction.

ARTICLE 11 - SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1:

Sick leave shall accrue to each employee at the rate of eight (8) hours of leave for each calendar month of the employee's active service. Employees that have zero “no shows”, “late shows” or formal disciplinary action during the previous mark-up will have six (6) hours of sick leave accrual added to their sick leave bank the first pay period following that mark-up. (Published mark-up dates will be used for purposes of providing incentive). While sick leave balances may exceed 960 hours during the course of the year, the total accumulation of sick leave hours in the regular sick leave bank at year end shall not exceed 960 hours.

Any employee out on any long-term leave or L&I for more than 50% of the markup shall not be eligible to receive the six-hour sick leave incentive.

Sick leave accrual will be earmarked as Washington Paid Sick Leave, to be administered in compliance with Washington Paid Sick Leave Law and City policy. Employees who separate and are then rehired within twelve (12) months shall be credited with any unpaid sick leave remaining at time of separation.

Section 2:

An employee shall be eligible to use accumulated sick leave in accordance with the City Leave Benefits Policy, as well as state and federal law.

Section 3:

Sick leave with pay for a period of four (4) days or more requires the presentation of a written statement by the physician, certifying that the employee is able to return to duty without restriction (when such leave was related to the employee’s own sickness, not when the absence was related to a relative). An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources to inform them of the unreasonable burden or expense. An employee on sick leave shall inform their department head, or cause the department head to be informed, forthwith that they are unable to report for duty and the reasons therefore, and failure to do so without excuse shall be cause for denial of sick leave pay. Subsequent incidents may be grounds for disciplinary action.

The City may not retaliate against employees who utilize sick leave protected by state or federal law.

Section 4:

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or incapacity. Therefore, if an employee becomes ill or incapacitated after his/her vacation has commenced, vacation time will continue to be deducted. However, if an employee notifies the Transit Department or their designee prior to the commencement of the employee's vacation that said employee is ill or incapacitated, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be cancelled and rescheduled, if possible, at a time mutually agreeable to the employee and the City When calling in sick in lieu of vacation, employees are required to call the Scheduling Office no later than 5:00 PM (PST) on the first day in which they desire to use sick leave in lieu of vacation. A request to use sick leave in lieu of vacation must be accompanied by a doctor's letter stating the nature and extent of the illness or injury and that the employee is too ill or injured to perform his/her duties. Sick leave will only be authorized from the date of the doctor's letter forward. Documentation must be provided to Transit, upon the employee's return to work, before sick leave will be approved. Failure to provide adequate documentation, will result in a denial to use sick leave in lieu of vacation and vacation time will be deducted. If the employee does not have sufficient sick leave accrual to cover the missed time, all other accrued leave must be used.

Section 5:

Regular and reliable attendance as scheduled is a requirement of continued employment. The City has the right to take corrective action to deal with unauthorized use of sick leave or situations where the employee has frequent or regular absences which hinder the performance of the employee's job duties or the efficiency of the division. Such corrective action may include medical consultations, physician's statements, progressive disciplinary action, including suspension or termination.

Fraudulent use of sick leave may lead to immediate suspension or termination.

Section 6:

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the State Industrial Act and/or paid family medical leave, he/she shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 9 and 11 of this Agreement. Provided, however, this section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits and/or paid family medical leave. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours on a pro-rated basis.

Section 7:

If an extra board employee is sick during a pay period, they may use up to eight (8) hours of sick leave for each day not to exceed 80 total hours of sick leave in a pay period.

Section 8:

Any employee who exhausts their sick leave accrual, must follow the City's Leave Benefits Policy and utilize all other accrued leave prior to accessing leave without pay.

Section 9:

Employees who have successfully passed probation shall be allowed, upon voluntary separation, retirement or in situations of reduction in force from City employment, to receive a payment equal to fifty (50) percent of the value of their then existing sick leave accrual balances.

ARTICLE 12 - BEREAVEMENT LEAVE

When death occurs among members of any employee's immediate family, the employee, upon request to the Transit Director, will be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and will be compensated at his/her normal salary for the hours lost from his/her regular schedule before or after the funeral with a maximum of four (4) days per death for bereavement. Employees may use bereavement leave in segments of not less than one day at a time. Bereavement Leave must be used within one year of the death, unless prior arrangements are made with the Transit Director. If required to travel beyond the one-way distance of 300 miles to attend services or an event related to bereavement, (2) two additional days will be allowed. In the event that the employee is the personal representative (executor, etc.) of the deceased, they shall be allowed up to an additional (3) three days of bereavement leave. This time off shall not be deducted from accumulated sick leave or vacation. Bereavement leave as described in this article, shall not exceed (7) seven days in total per occurrence.

The term “immediate family” is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. The City will honor specific requests for leave to attend the funeral of other family members under unusual circumstances, with the understanding that the employee will take the leave and request determination whether or not it is to be bereavement leave or vacation leave within ten (10) working days after their return from their absence.

ARTICLE 13 - HOURS OF WORK

Section 1:

All bus operators agree to work a five (5) day week with two (2) off in seven (7). For employees other than bus operators, they may elect to be scheduled ten (10) consecutive hours per day, four (4) days per week or eight (8) consecutive hours per day five (5) days per week, subject to the Director of Transportation Services' approval. Any additional time in excess of the eight (8) consecutive hours per day or ten (10) consecutive hours per day as referenced in this Section is to be paid at time-and-one-half.

All paratransit operators agree to work a five (5) day week with two (2) days off in seven (7). The City will endeavor to schedule all full-time paratransit operators for eight (8) straight hour shifts, except in emergency situations.

Bus maintenance persons will be paid during their one-half hour lunch break as long as the ten (10) hour shift is acceptable to the City management. The one-half hour lunch break must begin no earlier than 4 hours into the shift and end no later than 6 hours into the shift.

Section 2:

No regular run shall be scheduled thirteen (13) hours beyond the starting time.

No operator shall be scheduled more than fourteen (14) hours of work per day and inspectors and maintenance staff are strongly encouraged to not work beyond fourteen (14) hours. Unless under an emergency, operators, inspectors, and maintenance persons shall not operate a revenue vehicle beyond fourteen (14) hours. All operators, inspectors and maintenance persons must have a minimum of nine (9) hours off between days worked.

Section 3:

Paratransit operators shall receive vacation and sick leave on a pro-rated basis; and shall be entitled to full insurance benefits under Article 10.

ARTICLE 14 - WORKING CONDITIONS

Section 1:

All operators will be allowed fifteen (15) minutes to prepare and check the necessary equipment on the bus and drive the vehicles from the property. All employees will be paid for actual time it takes to complete incident and event reports. During the winter months when there are icy conditions, revenue vehicles will be started and de-iced prior to the operator boarding.

Section 2:

The percentage of weekday straight runs shall not drop below 35% of the total number of weekday runs. If, in the course of the operation of the Transit System it becomes necessary to revise the operation schedule to the extent that this Section may be affected, the Union agrees that this Section may be reopened for immediate negotiations.

Section 3:

A mark-up for all operators, inspectors and bus maintenance persons will take place four (4) times per year, once in each of the following months: March, June, September, December.

The City may elect, at its option, to schedule additional mark-ups per year. The City agrees to consult with the Union in scheduling any new work assignments and to listen to their concerns and recommendations prior to posting each new mark-up.

The City agrees to meet with two members of the Union (appointed by the Union President) to review the draft mark-up prior to posting to address driver concerns with the run cut. The parties agree to work together to find solutions should a legitimate issue arise during the bid. Provided, the City retains the exclusive right to determine work assignments and scheduling as provided in Article 7 herein.

The effective date will be stated on the mark-up when it is posted. In the event that the department alters any regular run, a mark-up shall take place if requested by the Union.

The mark-up shall be posted no later than 30 days prior to the mark-up effective date.

The Union shall ensure that the mark-up is signed and ready for proofing no later than 7 days prior to the mark-up effective date.

The City shall allow the Union up to forty (40) hours of paid time to facilitate the signing of mark-ups during each regular mark-up period.

The City shall provide the Union the mark-up effective date at least sixty (60) days prior to each mark-up.

Section 4:

Normally, no persons other than those hired as bus operators shall operate buses carrying passengers. Every effort will be made by the City to utilize bus operators at all times; however, the City may in an emergency utilize other employees to operate buses until such time as a bus operator is available. Paratransit van(s) used to do normal transit work covered by this Agreement shall be operated by bus operators covered under Article 4 except in an emergency as defined above.

Section 5:

Exact fare will remain in effect during the term of this contract.

Section 6:

All pay for scheduled runs shall begin and end at the designated report location. Bus operators shall be furnished transportation from the designated report location to the relief point or from the relief point to the designated report location. This transportation shall be by bus, City vehicle or other transportation furnished by the City.

All scheduled runs shall have travel time included.

The Union will receive two “mark up” periods of advance notice before any change or additional report locations are designated.

Section 7:

An operator scheduled to work a combination of work assignments that exceed ten (10) consecutive hours may request, prior to beginning the shift or upon notification of the extra work, a thirty (30) minute break. This break shall occur during the last four (4) hours of the shift. This section does not apply to scheduled runs.

Section 8:

All operators, inspectors, and maintenance persons must have a minimum of nine (9) hours off between days worked.

Extra board bus and paratransit operators will not be required to work more than twelve (12) hours per day or work more than a fourteen (14) hour spread per day unless agreed to by the employee.

Section 9:

For bus operators the City will endeavor to post the daily work schedule no later than 2:00 p.m. on the day prior to the schedule becoming effective. For paratransit operators the City will endeavor to post their work schedule no later than 6:00 p.m. on the day prior to the schedule becoming effective.

Section 10:

All operators shall be allowed to bid on their respective extra board during the regular mark-up time. Operators bidding the extra board must be able to operate all revenue and support vehicles in their respective division without restrictions unless seniority would not allow an alternate assignment.

Section 11:

Any employee called to work on any of his/her days off, including vacation, may refuse to work on such a day off without reprisal.

Section 12:

If a verifiable emergency exists affecting an employee, or family, such as a medical emergency or household emergency which requires the immediate attention of the employee, the City will make every effort to release the employee as quickly as possible from work to attend to the emergency. The employee must use vacation time for time off to deal with the emergency and the employee is required to provide written verification of the emergency that is acceptable to management. Written verification is required upon return to work. Failure to provide written verification will result in disciplinary action.

Section 13:

Bus operator schedules shall include reasonable layover and recovery time for restroom use.

Section 14:

Employees may be scheduled to work additional hours for training purposes. This requirement shall not exceed four (4) training sessions per calendar year, and the training sessions shall not exceed eight (8) hours each. The training shall take place on the employee's regular work day and shall not result in the employee working over twelve (12) hours per day.

Section 15:

Audio and video recording systems (AVRS) will be in all revenue service vehicles and inspector vehicles. The purpose of this system is to enhance the safety, security and customer service experience of the public, employees, and the City.

Cameras in vehicles will not be located in front of the employees in such a manner as to capture the employee's face and front while they are in the driver's seat. It is understood that an operator's face and front may be captured when they are out of the driver's seat or when they look up into the camera that is positioned above them.

AVRS shall be used for service planning, system performance monitoring, or investigating a "precipitating event". A "precipitating event" may include, but not be limited to: (1) a documented public, customer or employee complaint; (2) a claim filed against the employer, or one of its employees; (3) a documented injury, accident, or incident; or (4) a request by law enforcement agency, another state or federal agency, or in compliance with public disclosure processes.

AVRS may be used in the creation and presentation of training materials with the operator's consent.

Supervisors, management, and their designees will not review more of the audio or video than is reasonably necessary to investigate the circumstances surrounding the precipitating event. Generally, this will be limited to three (3) minutes prior to and three (3) minutes after the precipitating event. Additional data may be reviewed by management upon mutual agreement with the Union.

Review initiated by a precipitating event will be for the purpose of determining what happened. Any discipline resulting from review of audio or video recording must be related to the initial purpose of the review, limited in time by (180) seconds before and (180) seconds after a precipitating event, however, discipline may also be issued if review of the data within these parameters (180) seconds before and after the precipitating event) reveals misconduct, even if unrelated to the original purpose.

Any discipline resulting from the investigation of a "precipitating event" shall be consistent with "just cause" discipline principles. If the City believes that the information from the AVRS may support discipline of an employee, a copy of the recording will be provided to the employee no less than 24 hours before the disciplinary or investigative meetings with the employee.

The City may not pull any hard drive or media-recording device from a vehicle for the purpose of "targeted surveillance" or to randomly monitor employees for disciplinary action. The City may, however, monitor data recorded by the AVRS as part of a corrective action follow-up plan. Monitoring of this type must be approved by the Director of Transportation Services. The City must notify the Union when monitoring data recorded by the AVRS is part of a corrective action follow-up plan.

Personnel reviewing AVRS data will keep a detailed log of, date and time of hard drive pulled, audio and video reviewed, detailing the reason for the review, the operator being reviewed, the time and date of the video being reviewed, the date the video was actually reviewed, name of the individual reviewing the data, the time review starts and ends, exactly how much data was reviewed, and the results of the review.

Section 16:

When there is an opening, current operators who are off probation and are not on a performance improvement plan may volunteer to transfer between paratransit, fixed route, inspector or to Maintenance. Maintenance employees that have prior civil service rights to an operator position may volunteer to transfer to an open operator position (employees may not self-promote).

A. On moving into the new position, the employee retains his/her employment seniority date for their new rate of pay.

B. If the employee fails to successfully complete the training or probationary period, the employee may return to their former position if there is an opening unless the employee was terminated for cause.

C. On completion of training, the employee shall receive the appropriate pay in their new job classification based on their years of seniority.

D. The transferring employee will start at the bottom of the seniority list in the new job class.

E. An employee who transfers to another position may request to voluntarily return to their previous classification at any time following the completion of their new probationary period. A vacancy must exist prior to a request being granted. The employee who returns will be paid according to the wage schedule to which they are returning.

F. Employees seeking to transfer to Paratransit Operator after January 1, 2025, must have a DOT medical card that is valid for one-year. The requirement to obtain a DOT medical card shall be extended to any newly hired employee.

Section 17:
Bus Maintenance Persons who apply for the classifications Paratransit Operator or Bus Operator shall be eligible for time and service points in accordance with Civil Service rule 4.61.

Section 18:

The City of Everett will not mandate any vaccine for employees covered by this bargaining agreement unless it’s required by state or federal mandate.

Section 19:

Any employee involved in a serious event that makes further operation of a vehicle or directing the movement of vehicles unadvised may request to have the remainder of that shift off with total compensation for the day with management approval.

ARTICLE 15 - WAGES

Section 1:

Operators working from the extra board will be paid for their platform time except when filling a regular run where they will be paid in accordance with Article 15, Section 11 and Section 12. When performing piece work, the operator will receive overtime pay for work performed after the start of the 11th hour of their work assignment.

Section 2:

No regular bus operator shall be allowed to do extra work as long as extra board drivers are available, with the exception of pre-planned events requiring multiple buses and operators, and where a special markup has been authorized. The City shall at all times endeavor to maintain an adequate extra board. Extra board operators will receive two (2) days off in each seven (7) days.

Extra board operators will be paid at least 70 hours in each 14-day pay period. Beginning January 1, 2026, extra board operators will be paid at least 75 hours in each 14-day period.

Holiday pay hours earned on an extra board operator's regular day off shall not count toward the extra board operator's guarantee.

Section 3:

Paratransit operators will be paid at least seventy (70) hours in each fourteen (14) day period with two (2) days off in each seven (7) days. Effective January 1, 2026, the seventy (70) hour minimum shall be increased to seventy-five (75) hours.

Paratransit operators who work on their scheduled day off shall receive one and one-half (1-1/2) times their regular wage. Hours worked on the scheduled day off shall not count toward the hour applicable guarantee stated above.

Section 4:

No bus operator or paratransit operator called in to work shall receive less than two (2) hours pay at straight time.

Bus and paratransit operators called back to work to drive a piece of work for which they were not pre-scheduled shall be paid a minimum of three (3) hours straight pay. This provision does not require the City to schedule pieces of work that are a minimum of three (3) hours. This provision does not apply to meetings and other non-driving work.

Section 5: See Appendix A for complete wage scale for 2025-2027

Wages – 2025:

Maintenance:
Effective January 1, 2025, all employees in the maintenance classification shall receive a five percent (5%) COLA and, in addition, a five percent (5%) market adjustment.

Operations (Fixed Route and Inspectors):

Effective January 1, 2025, all employees covered by these classifications shall receive a five and one half percent (5.5%) COLA increase.

<u>Wages – 2026:</u>
Effective January 1, 2026, all employees covered by this bargaining agreement shall receive a four and one half percent (4.5%) COLA.

<u>Wages – 2027:</u>
Effective January 1, 7, all employees covered by this bargaining agreement shall receive a wage adjustment in the amount of four percent (4%).

Paratransit Operator Wages:
Para Transit Operators shall be paid the following wage:
0-5 years of service – 90% of a fixed route operator wage
5-10 years of service – 95% of a fixed route operator wage
10+ years of service – 100% of a fixed route operator wage

A. Bus Maintenance, Range 02-014

PAY STEP	1	2	3	4	5
LENGTH OF TIME	0-6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
HOURLY RATE	SEE APPENDIX A				

B. Operators hired prior to January 1, 1999:

Position	Range	
		SEE APPENDIX A
Bus Operator	02-010	
Paratransit Operator	02-013	

C. Operators hired after January 1, 1999:

Bus Operator, Range 02-110

Pay Step	1	2	3	4	5	6	7
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37-48 Mos.	49-60 Mos.	61+ Mos.
HOURLY RATE	SEE APPENDIX A						

The position of Bus Operator Trainee has a maximum of thirty (30) days training and shall be paid at the first step of Bus Operator.

Paratransit Operator, Range 02-113

Pay Step	1	2	3	4	5
Length of Time**	After New Hire Training Through 6 Mos.	7-12 Mos.	13-24 Mos.	25-36 Mos.	37+ Mos.
Hourly Rate	SEE APPENDIX A				

Paratransit Operator Trainee shall be paid at the first step of the Para Transit Operator per hour until the completion of training which will not exceed forty-five (45) working days.

Transit Inspectors

The position of Transit (Road) Inspector in the first year, or an Acting Inspector shall be paid fifteen percent (15%) higher per hour than the top step bus operator.

The position of Transit (Road) Inspector after the first year shall be paid 18% higher than the top step bus operator.

The Transit Inspector specialty positions for Training, Planning, and Scheduling shall be paid 5% above a second year Transit (Road) Inspector.

Scheduling, Planning, and Training Inspector positions will be filled from the ranks of Transit (Road) Inspectors at management's discretion based on objective criteria.

Transit inspectors that work alone shall be paid the Transit Inspector specialty rate of pay for all hours worked while they are the only inspector on duty.

Specialty inspector positions may be authorized to be filled by Management on a temporary basis. If an entire shift is worked the Transit (Road) Inspector will receive Transit Inspector specialty pay for that shift.

City and Union agree to discuss Inspector classifications and pay and selection process in labor management.

Longevity

A longevity schedule based on years of service for all employees listed in Article 4 shall be provided as follows:

After completion of 4 years, $0.243 per hour
After completion of 8 years, $0.395 per hour
After completion of 12 years, $0.546 per hour
After completion of 16 years, $0.697 per hour
After completion of 20 years, $0.849 per hour
After completion of 24 years, $1.001 per hour
After completion of 28 years, $1.150 per hour

Longevity shall be calculated based on the employee's adjusted employment date.

The longevity amount listed above will be adjusted by the annual COLA each year, effective January 1, 2025.

Section 6:

Bus maintenance persons shall receive an additional five percent (5%) per hour for hours worked between 9:00 p.m. and 7:00 a.m. Employees assigned to work this shift will receive shift differential for the hours that fall between 9:00 PM and 7:00 AM (to include sick, vacation, holiday).

A Lead Bus Maintenance Person may be assigned by management to be a working crew leader of at least two (2) other Bus Maintenance Persons. Duties include directing and problem solving for assigned crew, identifying task assignments, resolving immediate on-site conflicts. A Lead Bus Maintenance Person will receive 10% pay above the individual's current hourly base wage.

Section 7:

Operators or Bus Maintenance employees who are requested by their supervisors to act as operator trainers shall be paid ten percent (10%) above their base rate per hour premium pay in addition to their regular hourly rate for the actual hour(s) the operator or bus maintenance person trainer spends in the trainer capacity.

Section 8:

Any operator with less than ninety (90) minutes between assignments shall be paid straight through at regular pay and he/she can be worked as an operator during the ninety (90) minutes or less between assignments.

Section 9:

Employees who serve on jury duty shall receive jury duty pay in accordance with City Policy.

Section 10:

Transit employees who are elected by the Union and attend Safety Improvement Committee meetings and the Accident Review Committee meetings shall be compensated at the employee's regular straight time rate of pay, or overtime rate of pay, depending on that employee's pay status.

Section 11:

Employees shall receive a guaranteed eight (8) hours pay for all regular runs.

Section 12:

When a bus operator's total work time exceeds eight (8) hours in any one (1) working day, time-and-one-half will be paid for all time worked in excess of eight (8) hours.

Section 13:

All members of the bargaining unit working regular runs which are not completed in consecutive hours shall receive additional pay for that time beyond eleven (11) hours that it is necessary to complete the run. This additional pay shall be at the rate of time-and-one-half the basic pay.

Split runs without spread time shall receive at least one (1) hour at time and one half.

Section 14:

All split runs in excess of eleven (11) hours spread shall be guaranteed a minimum of seven (7) hours and thirty (30) minutes regular pay within the eleven (11) hour spread. When the seven (7) hour and thirty (30) minute minimum guarantee applies, the overtime rate of pay shall be paid in addition to the guarantee.

Section 15:

Whenever more than one provision of this Agreement provides for payment at the rate of time-and-one-half, only the provision with the greatest amount of pay at the rate of time-and-one-half shall be applied. This rate shall be paid in addition to regular pay guarantees.

Section 16:

The language in the aforementioned sections is to serve two major purposes. The first purpose is to ensure that when one provision of the Agreement which provides for the payment at the rate of time-and-one-half applies, only the provision which provides for the greatest amount of pay at the rate of time-and-one-half would be applied in calculating pay.

The second purpose is to ensure when a guarantee applies such as seven (7) hours and thirty (30) minutes, that guarantee shall apply in addition to the time-and-one-half overtime rate.

Example:

1.	6:03 am - 11:55 am 2:30 pm - 4:55 pm	7:00 R 1:17 OT	Split without spread time
2.	10:30 am - 12:55 pm 2:00 pm - 7:15 pm	7:00 R 1:00 OT	Split without spread time
3.	5:57 am - 9:25 am 2:00 pm - 6:25 pm	7:30 R 1:28 OT	Split with spread time
4.	7:00 am - 9:55 am 1:25 pm - 8:00 pm	7:30 R 2:00 OT	Split with spread time
5.	7:00 am - 10:00 am 12:00 pm - 6:40 pm	8:00 R 1:40 OT	Split with spread time

ARTICLE 16 - SENIORITY

Section 1:

Working seniority (adjusted employment date) will be determined from the date of hire as an employee covered under Article 4 for the City provided such service is continuous. Working seniority applies only to City benefits, such as vacation accrual and longevity accrual.

Union seniority applies to days off, run selection, vacation bids, holiday bids, overtime, and revenue vehicle bidding (when applicable). Union seniority belongs to the Union. If there are any issues about union seniority, it shall be settled by the Union.

Section 2:

Seniority shall be recognized in the same classification of work and those having greater seniority shall be given preference as to work in the same position but shall not be in conflict with the rules of Civil Service as it applies to promotions. If there is a layoff in the operator series, prior paratransit operator time will be included in that individual's class of bus operator time for purposes of determining layoff seniority.

Section 3:

Seniority shall terminate by discharge from service or by voluntarily leaving the service of the Transit Division.

Section 4:

When and if it becomes necessary to lay-off any employee, the last person hired in each classification shall be the first laid off and the last person laid off shall be the first person hired when rehiring.

Section 5:

Employees under a medical leave of absence will not lose their seniority rights for one (1) year after their accrued sick leave is exhausted. During this period, the City has the right to require physician reports every 90 days, and to send the individual to a City-appointed physician. (See Article 11, Section 8.)

ARTICLE 17 - UNIFORMS

Section 1:

The City will furnish the first set of uniforms which all employees agree to wear. No visible garment which is not part of the uniform shall be worn by an employee without express consent of management.

Section 2:

New hires shall receive the following minimum issue of uniforms:

Operators/Inspectors	Maintenance
1 summer coat	1 summer coat
1 windbreaker or sweater or vest	1 winter coat or summer coat lining/vest
1 winter coat or summer coat lining/vest	3 coveralls or 3 work pants
9 shirts/blouses	2 reflective hooded sweatshirts
5 slacks	Up to $200 reimbursement for approved shoes
Up to $100 reimbursement for approved Shoes	2 Thermal Gear

Options on garments, such as style, material, etc., may only be changed when replacing an unserviceable garment and with the consent of management. The cost to change uniform garments as a result of size change shall be paid by the employee.

Section 3:

All Operators, Transit Inspectors, and Bus Maintenance:

The City shall arrange, through its uniform supplier(s), for employees to purchase replacement uniform garments. The City shall pay up to three hundred seventy-five dollars($375) per calendar year (via a supplier credit system) toward the cost of the uniforms from the City's supplier(s), uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria. For bus maintenance, the City shall pay up to five hundred ($500) per calendar year toward the cost of uniforms, uniform alteration, or for reimbursement of shoes or repair of shoes that meet the uniform policy criteria.

In order to receive reimbursement, the employee must submit a paid receipt to the City on or before December 31st in the year in which the shoes were purchased or repaired. Any amount in excess of three hundred seventy-five dollars ($375.00) shall be paid by the employee directly to the supplier. Optional City approved uniform garments (hats, gloves, etc.) may be paid for from the uniform allowance after initial uniform purchase. Uniform allowance for optional garments may be used in the second year of allowance and thereafter. A credit amount up to fifty dollars ($50.00) may be carried over into the following calendar year.

New employees are not eligible for the full uniform credit during the calendar year in which they are hired. For the next calendar year, the uniform credit amount shall be pro-rated based upon the number of full months the employee was employed as an Operator or Bus Maintenance Person during the previous calendar year. No uniform credit may be used during the time an employee is on probation. The shoe allowance is not pro-rated in the first full year.

Section 4:

Type and color of uniforms will be determined by the City with merit given for the majority vote by the Union membership. City and Union will discuss in labor management and will address by policy the types of pants and shoes that will be allowed as part of the uniform.

Section 5:

Employees may wear the authorized standard Union emblem bearing the logo of Amalgamated Transit Union on their uniform lapel or hat.

Section 6:

All employees, while on the job, shall only wear shoes that meet the City's uniform policy criteria.

ARTICLE 18 - GRIEVANCES

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include, but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

Time periods between grievance steps may be extended by written mutual agreement of both parties.

Working days, for the express purpose of this Article, are defined to be Monday through Friday excluding holidays, Saturday and Sunday. In computing any period of time the working day following the act, event or default shall be counted as Day 1 for the purpose of determining the designated period of time applicable at that step.

1. If the Union Grievance Committee agrees that a grievance does exist, they and/or the aggrieved employee shall submit the grievance at step one to the Transportation Services Manager within fifteen (15) working days of the grievable action, with a copy of the alleged grievance going to the Director of Transportation Services.

2. If, within ten (10) working days after the receipt of the grievance, the Transportation Services Manager has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step two by submitting the grievance to the Director of Transportation Services. Step two shall be filed within (10) working days of receipt of the Transportation Services Manager’s step one response. If no step one response was offered within ten (10) days of its filing, step two shall be filed within twenty (20) working days of the filing of the grievance at step one.

3. If, within ten (10) working days after the receipt of the grievance, the Director of Transportation Services has not settled or responded to the grievance, the Union Grievance Committee and/or the employee may advance the grievance to step three by submitting the grievance to the Mayor. Step three shall be filed within ten (10) working days of receipt of the Director of Transportation Services’ step two response. If no step two response was offered within ten (10) days of its filing, step three shall be filed within twenty (20) working days of the filing of the grievance at step two.

4. If, within ten (10) working days after the receipt of the grievance, the Mayor or his/her designee has not settled the grievance, the Union Grievance Committee and/or the employee may submit the grievance to an arbitration board to be determined in accordance with Section 5 of this Article. Notice of appeal must be made in writing to the Mayor within ten (10) working days after the Mayor's response, otherwise the right to grieve shall be deemed as waived. Each party within ten (10) working days will appoint their representative.

5. The moving party shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters whose principle residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Union representatives will take turns striking names off the list of arbitrators until only one (1) person remains on the list. A coin flip shall determine whether the City

representative or the Union representative will strike the first name on the list. The arbitrator shall render a decision within thirty (30) working days after the close of the hearing, unless otherwise agreed. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Union agree that the decision of this Committee shall be final and binding upon both parties.

The arbitrator shall render his/her decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

ARTICLE 19 - NEGOTIATIONS NOTIFICATION

Should either party to this Agreement wish to inaugurate collective bargaining discussion over any proposed change they may wish to introduce into a subsequent Agreement, it is agreed that notice of the substance of the changes and language with which such desired changes are to be expressed shall be mailed to the authorized parties' signatory to this Agreement not less than ninety (90) days before the termination of this Agreement. The parties receiving such notice of the desired changes shall forthwith seek establishment of a meeting of the parties for the purpose of discussion and amicable accommodation for the desired changes.

ARTICLE 20 - UNION OFFICIALS TIME OFF

City Business Union Officials Time Off: The City agrees to allow up to 100 working hours with pay each calendar year for Union officials or duly appointed representatives to conduct matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement. Pay for individuals using city union official's time off will be calculated at straight time.

Union Time Off Without Pay: The City also agrees to allow Union officials or duly appointed representatives to attend labor conferences or union business without pay but with full benefits. Union business shall not exceed five (5) working days for a single function.

Union Negotiation Team: The union negotiation team will receive an additional 100 hours of union officials time off for purposes of labor agreement negotiations for a successor agreement in the last year of the contract. The additional 100 hours shall be used exclusively for contract negotiations for a successor agreement.

Notification: Notification of the time off must be made in writing to the Director of Transportation Services signed by the Union President, at least three (3) working days in advance of the requested time off. Slots must be available in the vacation book.

ARTICLE 21 - ELECTION OF REMEDIES

The following limitation shall be applicable to this Agreement. In the event an employee elects to file a civil service appeal concerning his/her employment status or conditions, no grievance under this Agreement by or on behalf of the employee shall be filed or pursued to the extent the subject matter of the civil service appeal overlaps with any actual or potential grievance under this Agreement.

ARTICLE 22 - NO STRIKE CLAUSE

There shall be no strike or lock-out during the term of this Agreement.

ARTICLE 23 - EFFECTIVE DATE

WITNESSED this 10/12 day of________________, 2025

CITY OF EVERETT

CASSIE FRANKLIN, Mayor

AMALGAMATED TRANSIT UNION, LOCAL 883

Steven L. Oss

STEVE OSS, President

ATTEST:

Secretary

CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY

Letter of Understanding 1
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883

The parties agree that Managers and Operations Supervisors relieving Operators for a revenue service trip in order to show appreciation and to build rapport does not violate Article 14 Section 4 of the Collective Bargaining Agreement.

The parties understand that it is valuable for Managers and Operation Supervisors to experience the challenges and realities of revenue service driving,

And recognizing that the willingness of a Manager or Supervisor to “take the wheel” while an Operator takes a break can benefit and strengthen City and ATU labor relations,

It is, therefore, agreed that with the Operator’s verbal consent, a Manager or Operations Supervisor may relieve an Operator and drive a revenue service trip for them while the Operator takes a break.

Agreement:

- Qualified Managers and Operations Supervisors may engage in this practice up to two times per week without Union approval.
- The Operator whose trip is being driven by the Manager or Operations Supervisor shall be fully compensated according to all applicable work rules while the Manager or Supervisor is driving.
- The parties agree that this practice will not be considered a violation of Article 14 Section 4 of the Collective Bargaining Agreement.
- The parties agree that either side may discontinue this practice at any time upon giving notice in writing to the other party.
- ATU 883 agrees not to file an Unfair Labor Practice (ULP) charge against the City regarding this practice if the City complies with the terms of this Letter of Understanding.

Letter of Understanding 1
By and Between
City of Everett
and
Amalgamated Transit Union, Local 883

This Letter of Understanding (LOU) establishes the guidelines for those paratransit operators hired between January 1, 1999 and December 31, 2001 to become fixed route operators.

A. The following guidelines, as amended, are incorporated from the March 29, 2002 LOU.

B. Paratransit Operators hired between January 1, 1999 and December 31, 2001.

The following paratransit operators will retain their original date of hire as a paratransit operator for the purposes of bus operator pay, longevity, vacation, and working seniority:

Karl Neue-Lawson Hire Date 9/27/99

C. All other Operators.

The language of Article 14, Section 17 will apply to all other Operators.

This Letter of Understanding supersedes the Letter of Understanding dated March 29, 2002.

APPENDIX A - WAGE TABLE

Appendix A

2025 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	31.08	32.47	33.90	35.42	37.01		
Bus Operator - after 1998	02-110	31.72	33.91	36.09	38.29	40.55		
Bus Operator - before 1999	02-010	x	x	x	x	40.55		
Bus Operator Trainee	02-011	31.72	x	x	x	x		
Paratransit Operator - after 1998	02-113	28.55	30.52	32.48	34.46	36.50	38.52	40.55
Paratransit Operator - before 1999	02-013	x	x	x	x	40.55		
Paratransit Operator Trainee	02-009	28.55	x	x	x	x		
Transit Inspector	02-012	46.63	47.85	50.24				

Longevity		COLA		
After		5.50%	4.50%	4.00%
# Years	**2024**	**2025**	**2026**	**2027**
4	0.230	0.243	0.254	0.264
8	0.374	0.395	0.413	0.430
12	0.518	0.546	0.571	0.594
16	0.661	0.697	0.728	0.757
20	0.805	0.849	0.887	0.922
24	0.949	1.001	1.046	1.088
28	1.090	1.150	1.202	1.250

2026 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	32.48	33.93	35.43	37.01	38.68		
Bus Operator - after 1998	02-110	33.15	35.44	37.71	40.01	42.37		
Bus Operator - before 1999	02-010	x	x	x	x	42.37		
Bus Operator Trainee	02-011	33.15	x	x	x	x		
Paratransit Operator - after 1998	02-113	29.84	31.90	33.94	36.01	38.13	40.25	42.37
Paratransit Operator - before 1999	02-013	x	x	x	x	42.37		
Paratransit Operator Trainee	02-009	29.84	x	x	x	x		
Transit Inspector	02-012	48.73	50.00	52.50				

2027 ATU CBA Rates

Title	Range	Step A	B	C	D	E	F	G
Bus Maintenace Person	02-014	33.78	35.29	36.85	38.49	40.23		
Bus Operator - after 1998	02-110	34.48	36.86	39.22	41.61	44.06		
Bus Operator - before 1999	02-010	x	x	x	x	44.06		
Bus Operator Trainee	02-011	34.48	x	x	x	x		
Paratransit Operator - after 1998	02-113	31.03	33.17	35.30	37.45	39.65	41.86	44.06
Paratransit Operator - before 1999	02-013	x	x	x	x	44.06		
Paratransit Operator Trainee	02-009	31.03	x	x	x	x		
Transit Inspector	02-012	50.67	51.99	54.59				

ATU 2025-2027 - 10.31.2025

Final Audit Report 2025-12-10

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2025-2027 LABOR AGREEMENT

between

CITY OF EVERETT, WASHINGTON

and

EVERETT MUNICIPAL EMPLOYEES
LOCAL NO. 113, AFSCME

Contents

This Agreement is entered into by the City of Everett, Washington, hereinafter referred to as the "City" and Everett Municipal Employees Local No. 113, American Federation of State, County, and Municipal Employees, AFL-CIO, and the Washington State Council of County and City Employees, hereinafter referred to as the "Union".

ARTICLE 1 - LEGALITY

If any Article of this Agreement or any Addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 2 - NON-DISCRIMINATION

The City and the Union agree not to discriminate against any person or employee for their activity and/or membership in the Union. The City and the Union agree not to discriminate against any employee because of race, color, sex, creed, national origin, age, marital status, sexual orientation, gender, or the presence of physical, mental, or sensory disability, unless it is a bonafide occupational qualification.

ARTICLE 3 - EXCLUSIVE BARGAINING REPRESENTATIVE

The City agrees to recognize the Union as the exclusive bargaining representative for all of its non-uniformed employees listed in Article 7 of this Agreement.

ARTICLE 4 - UNION MEMBERSHIP

Section 1. Upon written authorization of the employee, the City agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted. For current Union members and those who choose to join the Union, the Employer shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

Section 2. All employees hired on a non-regular basis including, but not limited to day laborers and temporary employees, shall not be required to join the Union. Provided however, pursuant to Article 17, Section 1, the Union may require the employee to purchase a work permit for the length of employment. It is understood and agreed between the parties that said work permit shall not entitle the employee to any rights under this Agreement, except those rights specifically enumerated herein.

Section 3. City shall maintain their copies of Authorization for Payroll Deduction and Representation in a secure location that is available to the Union. The City shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com upon request. The City shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, personal phone, work email, personal email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage. The City shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the City shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the City that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

Section 4. The City agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written or electronically executed authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The City will transfer amounts deducted to the P.E.O.P.L.E program.

Section 5. The City agrees to notify the Union bi-weekly of any new hire or permanent change to appointive positions of members within the bargaining unit and any person hired as a day laborer. The City agrees to notify the Union staff representative and Local Union President in writing of any new positions and new employees. Prior to the benefits orientation of the new employee, City shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official, or designee, shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

Section 6. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.
The City and the Union agree that this Article will be interpreted consistent with State and federal law.

Section 7. The Union agrees to provide a list of Union Officials and shop stewards to the City in January of each year and keep the City apprised of any changes to the list.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Any and all rights concerned with the management and operation of the City of Everett are exclusively those of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the City and the conduct of its employees, provided such rules are not in conflict with the provision of this Agreement or with applicable law.

Section 2. The City has the right to (among other actions) discipline, temporarily lay-off, or discharge employees for just cause in compliance with either civil service or the library board; to assign work and to determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

Section 3. The parties recognize that pursuant to Ordinance No. 1069-84, the Everett Civil Service Commission has jurisdiction to approve and modify the content of class specifications. If the addition or deletion of duties to a class specification covered by this Agreement constitutes a mandatory subject of bargaining under RCW 41.56, the City will meet and negotiate with the Union upon request. All modifications to existing class specifications and proposed new classifications shall be provided to the Union at least two weeks prior to submission to the Civil Service Commission unless mutually agreed.

Section 4. The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available during their regular work schedule. Individuals on Paid Administrative Leave are not subject to unscheduled overtime or callout shifts. Employees on Paid Administrative Leave will earn their regular rate of pay, plus premiums they would have ordinarily received as part of their shift, such as pre-scheduled overtime and stand-by pay. If on Paid Administrative Leave for more than one week, overtime earned over the past year will be averaged in to the employee’s pay while on Paid Administrative Leave.

ARTICLE 6 - SAFETY COMPLIANCE

All employees covered by this collective bargaining agreement are expected to comply with W.I.S.H.A. (Washington Industrial Safety and Health Act) regulations and City policies and rules related thereto. Employees knowingly violating such policies, rules and regulations shall be subject to disciplinary action which may include suspension and discharge. No supervisor shall require an employee to go or be in any employment or place of employment which is not safe according to W.I.S.H.A. standards.

ARTICLE 7 - SCHEDULE OF WAGES

Section 1:

Effective the pay period following the date of execution of this Agreement, all City employees who are employed in classifications set forth below or who are employed in classifications subject to Addendum A shall be paid in accordance with the following salary schedule.

RANGE NO.	CLASS NO.	JOB TITLE
	2425	Public Service Aide
01-007	1530	Animal Shelter Attendant
01-008	1535	Animal Care and Customer Services Assistant
	1370	Mail Processing Clerk
	1950	Custodian
	2390	Office Assistant
	2391	Municipal Court Office Assistant
	2606	Circulation Assistant II
	2618	Northwest Room Assistant
	2621	Youth Services Assistant
	2636	Library Technician II
01-009	1525	Veterinary Technician
	3160	Recreation Leader
01-010	1430	Warehouse Worker
	2420	Office Technician
	2470	Switchboard Operator
	2609	Circulation Assistant III
	2639	Library Technician III
	3900	Utility Laborer
	4325	Permit Support Assistant
	4545	Paratransit Schedule Technician
	4590	Transportation Services Customer Service Technician
01-011	2300	Accounting Asst/Customer Service Rep
	3420	Parking Enforcement Officer
	2016	Security Officer
	4547	Vehicle Parts Storekeeper
	2395	Legal Assistant

RANGE NO.	CLASS NO.	JOB TITLE
01-012	1222	Assistant Buyer
	1680	Planning Technician
	2310	Accounting Technician
	2400	Office Specialist
	2612	Circulation Assistant IV
	2642	Library Technician IV
	2720	Library Office Specialist
	3080	Park Ranger I
	3026	Maintenance Technician
	3530	Police Records Information Specialist
	4070	Treatment Plant Operator-in-Training
	4081	Meter Reader
01-013	2010	Street Light Maintenance Worker
	3525	Police Public Disclosure Specialist
	3531	Police Property Room Specialist
	2811	Judicial Assistant
01-014	1290	Client Services Technician
	1415	Tax Compliance Specialist
	1510	Animal Control Officer
	2480	Visual Information Specialist
	2645	ILS & Acquisitions Coordinator
	3090	Ranger II
	3600	Assistant Inventory Control /Dispatch Tech
	3700	Equipment Operator
	3710	Equipment Service Worker
	4270	Engineering Technician Trainee
	4320	Permit Technician
	4400	Record Systems Specialist
01-015	1384	IT Support Specialist I
	1432	Procurement Technician
	1920	Carpenter
	2000	Painter
	2410	Office Supervisor
	2445	Small Tool & Equip Repair Tech
	3000	Arborist
	3020	Groundskeeper
	3025	Golf & Grounds Equipment Tech
	3415	Parking Enforcement Supervisor
	3505	Police Records Unit Shift Supervisor
	3610	Cement Finisher
	3720	Heavy Equipment Operator
	3860	Transportation Maintenance Technician
	3920	Utility Service Worker

RANGE NO.	CLASS NO.	JOB TITLE
01-016	1260	Buyer
	1360	License Compliance Officer
	1540	Assistant Planner
	1685	Planning Technician II
	1900	Architectural Drafter
	2148	Fire & EMS Support Specialist
	3018	Lead Groundskeeper
	3809	Public Info/Education Specialist
	3820	Plant/Pump Maintenance Mechanic
	4010	Water Quality Technician
	4020	Water Service Technician
	4260	Engineering Technician
	4395	Environmental Technician
	4398	Senior Records Systems Specialist
	4549	Fleet Support Specialist
01-017	1386	IT Support Specialist II
	1434	Procurement Specialist
	1515	Animal Shelter Volunteer & Foster Supervisor
	1945	Custodial Supervisor
	2370	Maintenance Mechanic
	2450	Supervisor I
	2615	Circulation Supervisor
	3035	Golf Course Supervisor
	3038	Athletic Program Supervisor
	3040	Horticulturist
	3070	Park Maintenance Systems Specialist
	3095	Park Ranger Supervisor
	3210	Urban Forester
	3740	Inventory Control Technician
	3750	Lead Utility Service Worker
	3808	Senior Public Education Information Specialist
	3190	Recreation Supervisor
	3940	Water Pollution Control Operator I
	4040	Water Treatment Plant Operator I
	3989	Water Quality Control Operator I
	4425	Traffic Electrician Tech Trainee
01-018	1200	Accountant
	1550	Associate Planner
	2624	Librarian I
	3878	Utilities Maintenance Technician I
	3990	Water Quality Control Operator II
	4080	Welder
	4090	Encampment Response Supervisor
	4275	GIS/Programmer Analyst
	4435	Traffic Signal Technician

RANGE NO.	CLASS NO.	JOB TITLE
01-019	1388	IT Support Specialist Senior
	1436	Senior Procurement Specialist
	1940	Const/Energy/Projects Technician
	3640	Communication Technician
	3690	Fleet Service Technician
	3725	Source Control Inspector
	3730	Industrial Waste Inspector
	3735	Surface Water Inspector
	3875	SCADA/Telemetry Technician I
	3879	Utilities Maintenance Technician II
	3890	Utility Mapping Supervisor
	3950	Water Pollution Control Operator II
	3980	Water Quality Analyst
	4050	Water Treatment Plant Operator II
	4082	PW Supervisor - Sewer/Drainage/Utilities
	4083	PW Supervisor – Water/Utilities
	4084	PW Supervisor – TSG/Utilities
	4085	PW Supervisor - Streets
	4210	Construction Inspector
	4215	Civil Design Technician
	4220	Plan Review Technician
	4315	Permit Technician Supervisor
	4380	Real Estate/LID Technician
	4420	Traffic Electronic Technician
	4430	Traffic Signal Electrician
	4440	Traffic Technician
01-020	1590	Environmental Planner
	1670	Planner
	1960	Electrician
	2145	Fire Apparatus & Equipment Mechanic
	2460	Supervisor II
	2627	Librarian II
	2633	Digital Services Librarian
	2648	Librarian II - Cataloging
	3037	Golf & Athletic Supervisor
	3100	Structural Maintenance Supervisor
	3105	Parks & Grounds Maintenance Supervisor
	3790	Paint Supervisor II
	3876	SCADA/Telemetry Technician II
	3880	Utilities Maintenance Technician III
	4330	Plan Examiner
	4385	Environmental Permit Coordinator
	4410	Senior Signal Technician

RANGE NO.	CLASS NO.	JOB TITLE
01-021	3685	Fleet Maintenance Supervisor
	3885	Utilities Electrician
	3887	Electrical Safe Worker Program Administrator
	3877	SCADA/Telemetry Technician Lead
	3960	Water Pollution Control Operator III
	4060	Water Treatment Plant Operator III
	4441	Traffic Operations Supervisor
01-022	1392	Systems Administrator I
	1394	Systems Analyst I
	1396	Network Engineer I
	1398	Security Analyst I
01-025	1402	Systems Administrator II
	1404	Systems Analyst II
	1406	Network Engineer II
	1408	Security Analyst II
01-026		
01-027	1412	Systems Administrator Senior
	1414	Systems Analyst Senior
	1416	Network Engineer Senior
	1418	Security Analyst Senior
01-552	0502	Circulation Assistant I/Shelvers

The City agrees to meet with AFSCME to discuss potential wage adjustments and classification specification updates related to 2023 classification and compensation study during the term of this CBA.

2025 Wage Rate

Effective January 1, 2025, all employees covered by the AFSCME bargaining contract will receive a cost of living adjustment of 100% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, which is 3.8%.

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

The City agrees to revise ranges 01-019 through 01-026 per Appendix 1.

2026 Wage Rate

Effective January 1, 2026, all employees covered by the AFSCME bargaining contract will receive a cost of living adjustment of 100% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, minimum of 1% and maximum of 5%.

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

2027 Wage Rate

Effective January 1, 2027, all employees covered by the AFSCME bargaining contract will receive a cost of living adjustment of 100% of the CPI-U for Seattle/Tacoma/Bellevue for June to June, minimum of 1% and maximum of 5%. Additionally, all ranges shall receive a 1.0% across the board market adjustment.

The resulting percentage increase shall be applied to the previous year's current base monthly wage in each classification. Calculations resulting in less than fifty cents to be rounded to the next lower dollar and any calculations resulting in fifty cents or more to be rounded to the next higher dollar.

Section 2:

All persons who are employed in the classifications set forth above shall be paid in accordance with the following:

A. Computation.

For the purposes of computing longevity, vacation, sick leave and retirement, the employee's adjusted employment date shall be used. Time consisting of two (2) cumulative weeks or more in any calendar year that is spent on leaves of absences without pay or separation due to a reduction in force (RIF) shall cause the employee's adjusted employment date to be adjusted accordingly.

Any time an employee's hire date is adjusted, the city will notify the union and the employee.

B. It is the intent of the parties that the definitions pertaining to employee movements in classifications as used in this section apply to compensation only and do not affect other provisions of this Agreement. Promotion shall be movement to a higher compensated classification; Lateral Transfer shall be movement within the same classification to another work assignment; Demotion shall be movement to a lower compensated classification.

All persons who are employed in the classifications set forth above shall be paid in accordance with the following:

1. For the purposes of determining step salary increases due in an employee's entry position, the employee's adjusted employment date shall be used. Salary step increases will occur yearly from the adjusted employment date.
2. Promotion.
    a. For purposes of determining step salary increases due after a promotion, the current position date, which indicates the date the promotion to the new classification was granted, shall be used. Time consisting of two (2) cumulative weeks or more in any calendar year that is spent on leave of absence without pay or separation due to a reduction in force (RIF) shall not be credited toward completion of a step advancement in a promotional position and shall result in an adjustment to the employee's current position date and, if applicable, to the next increment date. Salary step increases will occur yearly from the current position date.
    b. An employee receiving a promotion shall receive not less than one (1) full salary step above that which their held in the previous grade.

3. Demotion.
    a. An employee demoted either voluntarily or due to a reduction in force (RIF) shall be paid the salary step in the lower pay range which is equivalent to the salary step currently being paid. An employee who is demoted for either reason stated above shall have a current position date which reflects all time spent within the classification. If the employee is being compensated at a step higher than the highest step in the lower classification, the employee shall be placed at the highest step in the lower range.
    b. An employee demoted as a result of non-disciplinary reversion to a previous classification shall return to their previous pay status, current position date and next increment date.
    c. An employee demoted as a result of disciplinary actions shall be subject to placement at an appropriate level.

4. Lateral Transfer.
   An employee who laterally transfers within the same classification to another work assignment shall remain at the same step with the same current position date and, if applicable, the same next increment date for the purpose of determining step salary increase.

5. Classification Changes Within Same Pay Range.
   If an employee's job classification changes but the pay range does not, no salary change shall occur. Further, the employee shall receive a new current position date. The current position date shall show the employee's appointment into the new classification, but their next increment date for purposes of determining step salary increase shall remain unchanged.

6. Water and Wastewater Treatment Operator Classification Progression.
   Employees in the positions below will have pre-determined eligibility and progression in the series:

   1.Water Treatment Plant Operator I, Water Treatment Plant Operator II, Water Treatment Plant Operator III

   2.Water Pollution Control Operator I, Water Pollution Control Operator II, Water Pollution Control Operator III

   Eligibility to progress to the next classification in each series is based on the employee achieving a set of qualifications as defined in the job description of the classification series, i.e. certification and years of service. Employees must successfully pass probation in each classification and cannot progress to the next classification if currently under a performance improvement plan.

   The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the promotion based on their assessment of whether the employee has met all qualifications of the higher classification. The Director shall forward the applicable documentation to the Human Resources Department. The effective date of the classification progression shall be retroactive to the date the department director approved the promotion.

   Once the employee meets the qualifications of the higher-level classification as outlined above, the employee shall progress to the higher classification with the following understanding:

The employee shall serve a six-month probationary period in the higher classification; effective on the date of the employee's progression to the higher-level classification, the employee shall be placed in the higher classification salary range at a step which is at least five percent (5%) above his /her current base salary.

Operators holding a level IV State Certification shall receive a one-step premium regardless of probationary status.

Section 3:

A. The longevity schedule for employees based on years of service is as follows:

After completion of 05 years, 1.5% of base salary rate
After completion of 08 years, 2.0% of base salary rate
After completion of 12 years, 2.5% of base salary rate
After completion of 16 years, 3.0% of base salary rate
After completion of 20 years, 3.5% of base salary rate
After completion of 24 years, 4.0% of base salary rate
After completion of 28 years, 4.5% of base salary rate

B. Longevity shall be determined by continuous employment. All credit toward longevity shall terminate upon the employee's termination from City service.

For purposes of computing longevity, the employee's adjusted employment date shall be used. Continuous employment shall be recognized as being without a break in service except for an employee who is laid off for budgetary reasons as is applicable to Article 15, Section 7.

Section 4: Regular Part-Time Employees

A. PERS Retirement Membership:

Regular part-time employees shall be considered eligible for membership into the Public Employees Retirement System if they are working in an eligible position.

a. An eligible position is any position which normally requires at least five months each year in which regular compensation is earned for at least 70 hours per month. A year, as used here, is any period of twelve consecutive months.
b. An ineligible position is one that normally does not require at least five months each year in which regular compensation is earned for at least 70 hours per month.

B. Benefits

a. Regular part-time employees who work 22 hours per week shall be eligible for medical, dental, vision, life insurance, and accidental death and dismemberment benefits. The regular part-time employee shall pay a pro-rated share of the applicable premium. The pro-rated premium shall be based on an 80-hour bi-weekly regular pay cycle.
b. All regular part-time employees shall be eligible for pro-rated vacation, sick leave, and holiday.

C. Step Increases

All regular part-time employees who work less than 40 hours per week shall receive an one-half (1/2) step increase upon completion of each 1040 regular compensated hours. The increase shall be one-half (1/2) the difference between the employee's current salary and the next higher step.

D. Circulation Assistant I/Shelvers

Circulation Assistant I/Shelvers shall be employees within the bargaining unit as outlined in Article 16.

ARTICLE 8 - HOURS OF WORK AND WORKING CONDITIONS

Section 1: Original Appointment Probationary Period/Promotional Probationary Period

Newly hired employees shall be considered probationary employees for a period of six (6) months (or as otherwise designated by the Civil Service Commission), subject to the following:

A. Said probationary period can be extended by the City for any time loss including protected leave such as FMLA/WPFML usage, during the probationary period, up to the amount of actual time lost.

B. If extenuating circumstances exist (other than set forth in A above), and the City provides the Union with documented justification for extending a probationary period, said probationary period can be extended for an additional thirty (30) calendar days.

C. During the probationary period, or extended probationary period, the City may discharge any employee covered by this section of the Agreement at will, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Promotional Probationary Period

Promotional probationary period will act as a trial service period and shall be required following a promotion or a transfer and shall be six (6) months in duration for promotion or lateral transfers subject to the following:

A. An employee serving as a result of appointment through promotion who is unable to satisfactorily perform the duties of the new position or who voluntarily requests to return to their former position shall be reinstated in their former position or in one of like status and pay.

B. Promotional trial service period can be extended by the City for any time loss during the probationary period, up to the amount of actual time lost.

Section 2: Work Schedules

The normal work week shall be forty (40) hours of work for all full-time employees to consist of five (5) consecutive eight (8) hour work days. The Department Head, subject to the approval of the Mayor, shall establish appropriate work shifts, specifying starting and ending times, lunch periods, and scheduled days of rest. Alternate work schedules (i.e.: 9/80, 4/10) may be established with mutual agreement between the Union and City pursuant to Article 8 Section 5.

A. The normal work week for full-time Library employees shall be forty (40) hours of work per week. The Library Director, subject to the approval of the Library Board, shall endeavor to schedule five (5) consecutive eight-hour work days. The Library Director, with notification to the AFSCME Union, shall determine appropriate work shifts, specifying starting and ending times, lunch periods, and scheduled days of rest.

B. In the Parks Department, Recreation Leaders, Recreation Supervisors, Ranger Supervisors, Park Rangers, and Office staff may be assigned flexible shift work which includes work days and work weeks that are in excess of the normally assigned work shift or work week.

The normal work week for Recreation Leaders, Recreation Supervisors, Ranger Supervisors and Park Rangers shall be forty (40) hours of work per week. The Park and Recreation Director or their designee shall determine the appropriate work shifts, specifying starting times and when possible, ending times. Provided that this sub-section shall not be construed to limit the department's flexibility in operating special events.

C. In the Parks Department, Recreation Leaders, Recreation Supervisors, Park Rangers, Ranger Supervisors, and Office Assistants may request and when requested, the City will agree to grant "compensatory" time in lieu of wages for overtime worked. Recreation Leaders, Recreation Supervisors, Park Rangers and Ranger Supervisors shall accrue overtime or "compensatory" time at the rate of one-and-one-half times the time actually worked in excess of ten (10) hours in an assigned shift or forty (40) hours in a work week. The employee shall be allowed compensatory time for time worked in excess of ten (10) hours in an assigned shift or forty (40) hours in a work week, but not both. Use of compensatory time shall be subject to the approval of the Department Head.

D. Early Release:
When the City has an unplanned facility closure, employees who have reported to work that day will be paid for the remainder of their normal work schedule for that day. Pursuant to Article 8 Section 4, employees may be transferred to another City worksite for the remainder of the day (example: Main Library to Evergreen Library) or employees may be required to work remote.

E. Schedule Changes:
Two weeks notice shall be given to employees prior to any change in the employees regularly assigned work schedule. Shorter notice may be granted upon the request of the employee(s), with approval of the applicable supervisor(s).

F. Work Hours Flexibility
Employees may request in advance, with management approval, to ‘flex’ work hours within their designated FLSA work week. Employees requesting to flex their work schedule will receive their regular hourly rate for flexed work.

Section 3: Overtime

It is recognized by the parties that due to the necessity of the job requirements; overtime may be required by the Department Director or designee.

All overtime must be pre-approved by the Department Director or designee.

Time-and-one-half of the employee’s regular hourly rate shall be paid for:

A. All work performed in excess of the regularly assigned shift for full-time employees, except as noted in Article 8 Section 2(F).

B. All work performed in excess of a regularly assigned work week for full-time employees.

An employee, subject to the approval of the department head or their designee, may receive compensable time off in lieu of overtime pay at the rate of one-and-one-half hours for each hour worked. Accrued compensatory time may be used with the approval of the employee's supervisor as long as it does not create an undue burden on the department.

C. The maximum accumulation of compensatory time shall be 80 hours. Any accrual over 80 hours shall be paid as overtime.

D. The minimum break in service between two (2) work shifts of five (5) or more hours shall be eight (8) hours. An employee may not be required to report back to work until an eight (8) hour break in service has occurred. To compensate the employee during the break in service, time that falls within the next shift that is not worked (to provide an eight (8) hour break in service) will be paid at regular time. The end of the employee's shift will remain that of their regular day. If the City requires the employee to report before an eight (8) hour gap has occurred, the period of time which would have allowed an eight (8) hour gap will be paid at overtime. For example, an employee who only received five (5) consecutive hours of break in service would be paid overtime for three (3) hours during the following shift, if an eight (8) hour break has not occurred.

   Provided, that in no circumstance will an employee receive more than 1-1/2 times the regular salary. Provided that, in accordance with 29 CFR § 785.22 both parties agree to exclude eight (8) hours of each twenty-four (24) hour period for Parks personnel who are assigned to participate in overnight recreational outings.

E. All work performed in excess of eight (8) hours (or in excess of the employee’s shift if the regular shift is greater than eight (8) hours in any work day) or forty (40) hours in any given work week for part-time employees.

F. Employees shall be moved to the bottom of the eligibility list for overtime duty in the same work day where sick leave has been utilized for more than four (4) hours.

G. The hourly rate for each classified position shall be determined by dividing the annual salary by the actual number of working hours for any given calendar year.

Section 4: Travel to Alternative Work Site

Employees required to perform work away from their normal assigned work site shall travel to and from the work site on the City's time. Transportation shall be provided by the City, if available. If the employee provides their own transportation, the employee will be reimbursed for the miles traveled in accordance with the City’s travel policy and procedures.

Section 5: Alternate Shifts

Work weeks other than that referenced in Article 8, Section 2 may be mutually agreed upon between the City and the Union, provided it is by an 80 percent majority vote of those employees affected by this change and that a two-week notice will be given to the Union prior to implementation. The 80 percent majority vote will be binding upon all affected employees of such department. In workgroups of four or fewer, a simple majority of affected employees is required to approve the change. Upon receipt of any written proposal for alternate work hours from the Union, the Department Head or designee shall give a written response within 10 working days, citing specific reasons for accepting or rejecting the Union proposal. It shall be understood that the City has the right to refuse a request for an alternative work schedule based on work necessities or efficiencies.

The parties agree to establish boiler plate Alternate Shift Agreements in order to expedite this process, and further agree to revisit this item six months after the effective date of this CBA.

Section 6: Call Back

An employee shall receive a minimum of three (3) hours call back or actual time worked, whichever is greater, at the overtime rate if called back to work and the employee physically reports to work for an emergency outside of their normal shift and the time is not contiguous with their regularly assigned shift. Employees called back to work shall be exempt from the three (3) hour minimum if called within one (1) hour of the start of their regularly scheduled shift. If an employee has been released from work activities from their supervisor, either directly or by standard operating guidelines established within the department, is called back within the 3 hour window from the previous call back, the second call back will be observed as a separate event.

Section 7: Standby

The City reserves the right to establish an emergency standby program within defined work groups for each department. Standby periods shall be determined by the City in one (1) day increments. Based on the service needs, a department may establish a roster of qualified personnel by classification and seniority who would be available for callback during the standby period. Employees on standby shall be required to carry a cell phone and be available to respond immediately to callback situations without restrictions or impairments. An employee engaged in standby must be able to respond to the assigned duty station within forty five (45) minutes, unless other timelines are agreed upon with the Department Director or designee.

Qualified personnel shall be determined by the City by classification and assigned by seniority or a rotational system may be established following a Union conducted majority vote of the affected employees. If insufficient volunteers exist, emergency standby will be assigned using reverse seniority (extenuating circumstances will be considered).

Employees on standby shall receive thirty five dollars ($35.00) per regularly scheduled workday assigned and fifty two dollars ($52.00) per unscheduled workdays or holiday assigned. A day shall be defined as a 24-hour period from the commencement of standby. This amount shall increase by the negotiated Cost of Living Adjustment (COLA) on the first of every January.

Section 8: Telephonic/Electronic Device Responses

An employee who has been authorized by the department head or designee to respond after hours telephonically, by computer or other electronic device in order to perform work related job duties will be paid according to the following schedule:
Employees who are not on standby but who are required by the Employer to respond to work-related issues. Responses to after hour questions will be paid for time actually spent resolving the issue rounded to nearest fifteen (15) minute increment, paid at the overtime rate.

A. Employees on standby who respond to a work-related issue. Responses to an after-hour question will be considered as incidental to standby pay, provided that it lasts 15 minutes or less. Calls lasting more than 15 minutes will be compensated with overtime for the length of the telephone call after the first 15 minutes.

B. Employees are required to keep and submit in a timely manner, detailed records of each after hour telephone contact or electronic device response in order to claim overtime for this contact. These records must include the date, time, duration, caller and a clear and concise verifiable description of the purpose or nature of the contact.

In the event that the after-hour telephone contact or electronic device response results in the employee physically reporting to work, the provisions of Article 8, Section 6 will apply and the employee will not be eligible for any additional After Hours Telephonic/Electronic Device Response compensation.

Section 9: Mandatory Training/Mandatory Meetings

An employee who reports to a mandatory training or mandatory meeting that is not contiguous with their regular shift shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at the overtime rate. For purposes of this provision, meetings shall not include normal job-related participation in public meetings (such as Councils, Boards, Commissions, and neighborhood meetings).

Section 10: Premium Pay

A. Out-of-Class Pay

An employee that is formally assigned by their supervisor to work in a higher classification shall be paid out-of-class pay in increments of fifteen (15) minutes for all time worked in the higher classification.

The premium rate shall be a minimum of one-step above the employee's current base salary or the lowest step in the higher classification, whichever is greater.

Classification seniority shall not control out-of-class assignments.

B. Lead Pay

Lead Pay comprising of a one-step increase above the individual’s current base salary shall be paid:

a) To an individual who is formally assigned by their supervisor to be a working crew leader of at least 2 other employees of a lower classification unless those duties are identified in the individuals current class specification.

b) To an individual who is formally assigned by their supervisor to be a working crew leader of another employee in the same classification.
Duties shall include directing and problem solving for assigned crew, identifying task assignments, resolving immediate on-site conflicts.

Classification seniority shall not control lead assignments.

Lead pay intended to be used on a long term or permanent basis must be agreed upon with the Union.

C. Blacktop Raker/Pipelayer Pay

When a Utility Laborer is assigned the task of Blacktop Raker, the employee will receive a one-step increase for the time so assigned or for the time specifically required to perform such an assignment. When a Utility Laborer is assigned the task of Water or Sewer Pipelayer on a new or renewal construction project, the employee will receive a one-step increase.

D. Commercial Driver's License Pay

Employees in the utility laborer classification that are deemed by the department Head or designee as beneficial to have a commercial driver's license shall receive compensation in accordance with the attached MOU. This will be a pilot program that will end with the contract unless agreed upon by City and Union to continue the MOU.

E. Interpretation/Translation Pay

- When an employee is certified by an agency acceptable to the City in a language other than English, the employee will receive a $200.00 per month stipend for each language of Spanish, Russian, and Ukrainian. A $100.00 per month stipend will be awarded for each language of Arabic, Chinese, Korean, Swahili, Yoruba, Igbo, Fula, Vietnamese, and ASL. The maximum amount of monthly translation pay shall not exceed $200.00.

F. Instructor Pay

Employees who are trained and certified to instruct on a topic deemed necessary by the department director or designee, shall receive a one-step premium for all hours engaged in instructing. This includes formal instruction and evaluation of the student's skills using standardized materials provided by a 3rd party or by the department designee. This does not apply to on-the-job training in the normal course of duties. Qualifying instruction topics can be found in Addendum C. Instructor certification process and qualifying topics shall be agreed upon between the parties through the labor/management process.

Section 11: Employment Vacancies

A. Appointments to job vacancies covered by Civil Service shall be made in accordance with civil service rules and regulations.

B. Appointments to AFSCME represented job vacancies not covered by Civil Service shall be filled solely on the basis of ability, qualifications and merit. The City of Everett shall determine the appropriate selection process. The selection process shall bear a direct relationship to the knowledge, skills and abilities required for successful performance in the job classification to be filled. A qualified pool of applicants will be forwarded to the hiring authority for final selection. Upon request, the Union shall be provided with a written description of the recruitment and selection process used in filling any such vacancy.

Section 12: Meal Break Locations

Any employee working within the City limits shall go for a meal break to the closest designated work stations normally available to that department where sanitary facilities are available.

Section 13: Meal Break Period

The meal break shall be one-half hour. Exceptions are subject to assignments where the meal break period may be extended to a maximum of one (1) hour upon written notice provided by the appropriate department head. In the latter instance, it is expressly understood that the length of the meal period as it affects the hours of work should be consistent with the provisions of convenient service to the public.

Section 14: Meals

A. Meal breaks shall be taken no less than three (3) hours and no more than five (5) hours into the employee's regularly assigned work shift except by mutual agreement.

B. Employees shall be furnished meals when required to work two (2) or more consecutive hours in excess of a regular work shift and each four (4) hour period thereafter if not given notification prior to a three (3) hour or greater break in service.

C. Employees given three (3) hours or more prior notification of work required at a time or day not a regular working time or day, and not consecutive with regular working hours, shall be required to furnish their own meals. If employees are not given notification prior to a three (3) hour or greater break in service, meals shall be furnished for every four (4) hour period worked.

D. If a meal, as specified in Section 12.B. is not furnished, the employee will be reimbursed up to a maximum of the current per diem rate as set by the U.S General Services Administration for the current year and location for meal expenses incurred within five (5) working days of being earned. Reimbursed meal expenses shall not include the purchase of alcohol.
    a) Claims for reimbursement must be submitted on approved forms within five (5) working days of purchase date. Reimbursement forms will be supplied by the employee’s department.
    b) Such claim for reimbursement must be signed by the claimant and the claimant’s supervisor and must include the receipt for the earned meal.

Section 15: Rest Periods

Employees shall receive a fifteen (15) minute paid rest period for each four (4) hours, or major portion thereof, of their working time. With their supervisor’s approval, employees may be authorized to take their breaks on an intermittent basis but may not exceed fifteen (15) minutes. An employee who does not receive a rest period will be compensated at the appropriate rate of pay for each missed rest period. Rest periods will generally be taken at job site.

Section 16: Shift Differential

Employees working a regularly assigned shift beginning at 2:00 p.m. and before 2:00 a.m. shall receive an additional 5% pay per hour above the individual’s current base salary.

Section 17: Union Logos

Employees shall be allowed to wear the Local, State Council or International logo of the American Federation of State, County and Municipal Employees; or County, State or International logo of the AFL-CIO on their lapel or work attire so long as it is consistent with department policies.

Section 18: Clothing, Safety Boots, and Shoes

Clothing shall be provided or reimbursed to employees according to department policy. Policies shall be agreed upon between the parties through the labor/management process.

Safety boots or shoes will be reimbursed for employee positions on the negotiated approved list (Addendum B) up to an annual maximum amount of $225.00. Safety boots and shoes must be worn in accordance with department policy and procedures. Any changes to the approved list shall be addressed through the labor/management process.

Section 19: Mandatory Court Appearances

Mandatory court appearances related to City business, when scheduled outside the employee's work schedule, will be compensated at an overtime rate.

ARTICLE 9 - UNION OFFICIALS' TIME OFF

Section 1:

The City agrees to allow time off with or without pay for Union officers or duly appointed representatives to attend State or National Conferences or State or National Seminars, not to exceed five (5) working days for a single function. Officers or representatives on non-pay status due to attendance at such events shall receive Holiday Pay if a holiday occurs during, immediately prior, or immediately following such leave.

Section 2:

One Union representative shall be permitted to attend annual budget hearings, grievance hearings, and civil service meetings which are held during working hours. The time is not to be charged against the 240 hours described below. All other Union business, including but not limited to negotiations, grievance investigations and meetings with the City at the request of the Union shall be counted against the 240 hours described below.

Section 3:

The allowable aggregate of such paid time off for all individuals shall not exceed 240 hours in one calendar year.

Section 4:

Attendance by individual Union members at these or similar functions at the express request of the City and attendance by elected officers at Labor/Management meetings shall not be counted toward the allowable 240 hours but shall be considered and paid as a regular working day.

ARTICLE 10 - HOLIDAYS

Section 1: Holidays

The following days, or any day proclaimed by the Governor of the State of Washington as a designated holiday, are hereby designated to be paid holidays for those employees covered by this Agreement in pay status on the day before and the day after the holiday:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Native American Heritage Day (Day After Thanksgiving Day)
Christmas Day
Two Floating Holidays At employee's choice with concurrence of the City

For the purpose of establishing the holiday shift, it shall be determined as the day on which the shift starts. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. For employees whose regular work week includes Saturday and/or Sunday, when a holiday falls on a Saturday or Sunday said employees shall have the actual holiday as their observed holiday.

If an observed holiday falls on an employee's regularly scheduled day off, they shall be granted an additional day to be scheduled within fourteen (14) calendar days following the observed holiday for employees to be off work.

Holiday proration for new hires:
Full time regular employees hired before September 30 will receive two floating holidays. Employees hired between October 1 and November 30 will receive one floating holiday. Regular part-time employees will receive pro-rated holiday hours based on regular work hours according to the preceding schedule.

Regular part-time employees will receive pro-rated holiday hours based on regular work hours according to the proceeding schedule.

FTE	**Hours Earned per Holiday**
.76 up to 1.0 FTE	8 hours
.51 pp to .75 FTE	6 hours
.26 pp to .50 FTE	4 hours
.01 up to .25 FTE	2 hours

Employees may make up any difference in hours on their holiday between the holiday pay and the scheduled shift within the same FLSA workweek at their regular wage rate by mutual agreement between the employee and their supervisor. Employees will not receive overtime for the additional hours worked.

Section 2: Holiday Hours

Holiday pay shall be eight (8) hours regular pay for full-time employees and pro-rated according to the table in Section 1 for part time employees.

The intent of this provision is to ensure that employees receive not more than one hundred and four (104) hours of holiday pay per year.

Section 3: Floating Holidays

An employee must request their floating holiday at least ten (10) working days in advance. The department head must accept or reject the date within five (5) working days of the request. Once accepted, it shall become a fixed holiday for that employee for that year. If the employee must work on that date at the City's request, they will be paid the same as work on any other holiday.

Section 4: Working on Holidays

All employees covered by this Agreement who work any day that is designated as a holiday by this Agreement, shall be paid for such overtime work or work on such holiday, at an overtime rate based upon one-and-one-half times the employee's regular hourly rate which shall be determined by dividing the annual salary by the actual number of working hours for any given calendar year and this payment shall be in addition to the employee's holiday pay.

ARTICLE 11 - VACATIONS

An annual vacation is of benefit to both the employee and the City, and all full-time City employees shall be required to take an annual vacation subject to the requirements listed below.

Section 1:

All City employees covered by this Agreement who work full-time shall accrue vacation credit for each month of continuous service as shown on the table below for the duration of this Agreement. Regular part-time employees shall accrue vacation time on a pro-rated basis based on regular hours worked each pay period. Upon hire, employees may utilize accrued vacation leave subject to the requirements of this article.

VACATION CREDIT ACCRUED

Continuous Service From Employee's Adjusted Employment Date	Number of Vacation Hours Per Year
1st Year	96 hours
2nd Year	104 hours
3rd and 4th Years	112 hours
5th Year	120 hours
6th and 7th Years	128 hours
8th and 9th Years	144 hours
10th through 14th Years	160 hours
15th through 19th Years	184 hours
20th through 24th Years	200 hours
25th Year and Beyond	208 hours

"Continuous Service" shall be determined from the employee's adjusted employment date.

Section 2:

No vacation accrual will be allowed in excess of two (2) years accrual. For purposes of this section, vacation accrual will be made available to the employee.

No employee shall have vacation credit accrual in excess of 240 hours at the time of their retirement/separation, except PERS I employees hired prior to July 13, 1983 – 48 days (384 hours).

Any employee terminating employment or retiring must use any vacation accrual in excess of the aforementioned limits prior to termination/retirement or it will be lost to the employee.

The City agrees, upon request by the Union, to meet and negotiate concerning the preceding paragraph if during the term of this Agreement the "excess compensation" issue relating to the 240 hour cap is changed by operation of law.

Section 3:

Vacations shall be approved by the department head or designee at times when vacations will constitute minimum conflict with work schedules.

Any vacation request conflict between employees within the work group scheduled two (2) or more months in advance will be resolved by overall employee seniority. Conflicts over vacations scheduled less than two (2) months in advance shall be governed on a first come basis.

A vacation request response shall be returned to the employee in a reasonable time frame, no later than 14 calendar days from the date of submission.

Section 4:

Employees will be cashed out for accrued vacation when they separate from City employment in accordance with Article 11 Section 2. Whenever possible, the employee shall give two weeks written notice to the City of their intention to terminate.

Section 5:

If a holiday specified in this contract falls within the employee's actual vacation, the employee may add one extra day to their vacation time, such day to be scheduled by mutual agreement between the City and the employee.

ARTICLE 12 - INSURANCE BENEFITS

Section 1: Eligibility.

a. New hire employees shall receive any City paid insurance benefits the first day of the month following employment (employee starts work in April, insurance starts May 1st).
b. Regular part-time employees who work 22 hours or more per week shall be eligible for benefits under Article 12 on a pro-rata basis.
c. Day laborers (IV) will be eligible to participate in medical insurance. Returning Day Laborer IV's shall receive medical insurance on the first day of the following month of rehire
d. Circulation Assistant I/Shelvers are exempt from Article 12 unless required by law.

Section 2: Medical Insurance.

The City agrees to offer medical coverage for eligible employees and their legal dependents. Employees and their dependents shall have the option of enrolling in the Kaiser Legacy Core HMO, Kaiser New Core HMO, or one of the City's self-insured medical plans. Employees that choose the Kaiser HMO Plans or the City's traditional PPO Plan, shall pay ten percent of the monthly premium for employees and dependents. Employees that choose the City's Consumer Driven Healthcare Plan (CDHP), shall pay 5% of the monthly premium for employees and dependents.

Employees that enroll in the CDHP will receive a City paid contribution to an HRA/VEBA in the amount of $1,200 for individual for $2,400 for family coverage in the second pay period of the new year. Changes due to a qualifying event will be pro-rated for the remainder of the year.

Annual Whole Health Evaluation:
Employees enrolled in the CDHP will receive an HRA/VEBA contribution in the amount of $200 for individual and $200 for spouse or domestic partner upon completion of an Annual Whole Health Evaluation.

Employees enrolled in the traditional PPO Plan will receive an HRA/VEBA contribution in the amount of $100 upon completion of an Annual Whole Health Evaluation.
The benefits under the City's self-insured medical insurance program shall not be reduced without agreement of the parties.

Section 3: Life Insurance.

The City will provide for the employee $1,000 life insurance per $1,000 of annual salary, rounded to the next highest $1,000 at the City's expense for the duration of this agreement.

Section 4: AD&D.

The City will provide for the employee Accidental Death and Dismemberment coverage in an amount equal to that specified in Section 3 hereinabove, at the City's expense for the duration of this agreement.
Section 5: Dental.

The City will pay the premium for the dental plan 12, offered through the trustees of the Washington State Council of County and City Employees for the employee and their eligible dependents.

Section 6: Vision.

The City will pay the premium for the vision plan offered through the trustees of the Washington State Council of County and City Employees for the employee and their eligible dependents.

Section 7: Enrollment.

In order to participate, an employee must sign authorization cards to be kept on file by the City. If the employee does not wish to participate in the program, then they must sign a waiver card for their file.

Section 8: Disability Insurance. Employees covered under this agreement shall participate in a disability insurance program through the insurance company of the Union's choice. Premiums for this coverage will be the responsibility of the employee.

Section 9: Review.

The City will provide reports on the City's self-insured plan upon request which will include usage trends and fund balance.

Section 10: (Washington Paid Family Medical Leave (WPFML)

The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee.. If the City elects to rejoin the state-administered WPFML plan, the City agrees to notify the Union of this action and potential deductions 90 days prior to the effective date, and to negotiate any impacts of such decision.

ARTICLE 13 - SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity. Upon hire, employees may utilize accrued sick leave subject to the requirements of this article.

Section 1:

Sick leave is defined as leave with pay taken for the illness, injury, or pre-approved medical appointments of the employee. In the case of an eligible dependent, sick leave with pay may be used in accordance with Federal and State laws and applicable City requirements.

Section 2: Sick Leave Provided

Sick leave shall accrue to each employee, excluding part-time and day laborers, actively employed in the City service at the rate of eight (8) hours of leave for each calendar month of the employee's active service. The total carryover from year-to-year shall not exceed 960 hours. Sick leave will accrue beyond this limit in accordance with Washington state law, subject to the yearly carryover maximum. Regular part-time employees shall accrue sick leave benefits on a pro-rated basis based on regular hours worked each pay period. Day Laborer's shall accrue sick leave in accordance with the Washington Paid Sick Leave Law.

Section 3: Leave of Absence or Lay-off

Employees who, for any purpose, are granted leave of absence with pay shall continue to accrue sick leave during such leave of absence. Any employee on a non-pay status shall not accrue any sick leave. Employees laid off and rehired within twenty-four (24) months, and employees granted leave of absence without pay shall not accrue sick leave during said lay off or leave of absence, but, upon resumption of active employment, shall have available the sick leave accrued at the time of such lay off or unpaid leave, less any final cashouts that may have occurred.

Section 4: Physician's Certification

Sick leave with pay for a period of four (4) days or more requires the presentation of a written statement by the employee's personal physician and/or physician representing the City, certifying that the employee was subject to restriction. An employee that believes obtaining verification for use of paid sick leave under the Washington Paid Sick Leave Law (WPSL) would result in an unreasonable burden or expense, should contact Human Resources. An employee on sick leave shall inform their department head, or cause the department head to be informed, forthwith that they are unable to report for duty and the reasons therefore, and failure to do so without excuse shall be cause for denial of sick leave pay. Subsequent incidents may be grounds for disciplinary action.

Section 5: Vacation Leave In Lieu Of Sick Leave

In using sick leave, only those days on which the employee would be required to report for work shall be considered. Upon the request of an employee who shall be absent for personal illness or injury and with the concurrence of the department head or their designee, days off will be charged against the vacation to which they may be entitled, and such employee shall be paid therefore and the vacation allowance reduced accordingly.

Section 6: Sick Leave While on Vacation

It is understood and agreed that sick leave is to be used only in circumstances where an employee is scheduled to work and is unable to do so because of personal illness or injury. Therefore, if an employee becomes ill or injured once their vacation has commenced, vacation time will be deducted unless the employee provides certification of overnight hospitalization for which sick leave will be substituted for a regularly scheduled vacation day (one day for each night of hospitalization). However, if the employee notifies the Department Head or their designee prior to the commencement of the employee's vacation that said employee is ill or injured, sick leave may be used for any days which the employee would have been scheduled for vacation. In such cases, the vacation will be canceled and rescheduled, if possible, at a time mutually agreeable to the City and the employee.

Section 7: Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, they shall not be entitled to accrual of sick leave and/or vacation time as set forth in Articles 11 and 13 of this Agreement. This section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

Section 8:

An employee's ability to work regularly and as scheduled is a requirement for continued employment. The City has the right to take corrective action to deal with unauthorized use of sick leave.

Section 9:

Subject to the Civil Service rules, the head of any department may discipline (including suspension or dismissal) any employee who uses sick leave under false pretenses. The City may request a doctor's statement for any sick leave provided there is evidence of unauthorized sick leave use. The request for the doctor's statement will be made following a determination of the possible sick leave abuse by a department head.

Section 10:

Employees who have successfully passed probation shall be allowed, upon separation, to receive in cash an amount equal to twenty (20%) of the value of their then existing sick leave accrual balances, up to the 960 hour yearly carryover cap.

ARTICLE 14 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, upon request to their department head or designee, will be granted up to four (4) days of bereavement leave, if necessary, and to attend the funeral service, and will be compensated at their normal salary for the hours lost from their regular schedule, before or after the funeral, with the maximum of four (4) days allowance, if on pay status. If required to travel beyond the distance of 300 miles to attend services, two (2) additional days will be allowed. In the event that the employee is the personal representative of the deceased, they shall be allowed up to an additional three (3) days of bereavement leave. This time off shall not be deducted from accumulated sick leave or vacation. Bereavement Leave as described in this article, shall not exceed seven (7) days in total per occurrence.

The term “immediate family” is defined as:

- Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- Mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- Grandparents and grandchildren of employee or spouse or state registered domestic partner.

"Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. The City will honor specific requests for leave to attend the funeral of other family members upon consultation of the Human Resources department or designee., with the understanding that the employee will take the leave and request determination whether or not it is to be bereavement leave or vacation leave within ten (10) working days after their return from their absence.

ARTICLE 15 - SENIORITY

Section 1:

Employees shall complete the applicable probationary period before they become regular employees entitling them to seniority rights.

Section 2:

Seniority shall be computed using the adjusted employment date, subject to the applicable probationary period.

Section 3:

Classification seniority shall be recognized as follows:

A. The supervisor shall recognize seniority in assignments of duties within a job class on a job site wherein the assignments change on a periodic basis; provided that, this provision does not apply to regular vacancies.

B. Those employees having greater classification seniority shall be given preference in the selection of callouts and assignment of overtime. For the purpose of this section, classification seniority shall include the designated classification series listed in Addendum A. The list may be modified through the labor/management process.

   Lists for call-outs and assignment of overtime shall be established at least annually in each department. Lists shall be established for each shift by classification and type of work comprised of all employees qualified to undertake the assignment. Placement on the list shall be by employee choice in seniority order, or if by management agreement, following a Union conducted majority vote of the affected individuals, a rotational system may be established.

C. Projects or assignments with defined responsibilities which involve overtime shall be exempt from this provision when continuity provides specialized knowledge or training that is needed for the efficient performance of the work.

Section 4: Separation

Seniority shall terminate by the employee being discharged from service or by the employee voluntarily leaving the service of the City. Any employees laid off who are subsequently recalled shall be credited back with the seniority they had at the time they were laid off.

Section 5: Bumping Rights

It shall be understood and agreed that when there is a layoff or a reduction of force in a given position classification in a department, the person with the lowest seniority in that position classification will move to the next position classification to which their seniority and line of progression entitles him/her, displacing the person with the least seniority in that position classification. Similarly, this displaced person moves under the same procedure and so on until the excess person with the least seniority in a position classification is laid off. The layoff procedure shall follow the employee's line of progression starting from their entry position classification. An employee bumping to a lower or equivalent position classification shall add their seniority in that position classification to any seniority in an equivalent or higher position classification(s) for seniority consideration in the lower or equivalent position classification. Although seniority can accumulate from a higher to a lower position classification or between two (2) equivalent position classifications following the line of progression, seniority cannot accumulate from a lower to a higher position classification. It is understood that employees in non-AFSCME positions shall be entitled to bumping rights but shall only be allowed to accumulate seniority, for this purpose, for time spent in bargaining unit classifications. Employees shall be given a minimum of ten (10) working days' notice of layoff and/or reduction in force.

Section 6: Seniority Rights

If an employee is reclassified, changes departments, or if the employee is transferred laterally, seniority will follow. This section is subject to Civil Service rules and regulations. Sick leave accrual, vacation accrual, and longevity will not be affected, but based on adjusted date of hire.

Section 7: Return to Work

For a period of two (2) years, an employee who has been laid off for lack of funds or work, will have the first right of refusal to fill a vacancy in order of their seniority in that classification, provided, that the person meets the same requirements that a newly hired employee would be required to meet and is subject to a background check covering the period of separation to the time of rehire.

Employees bumping to a different classification will be permitted to request an extension to remain on the rehire list in increments of one (1) additional year periods by notifying the Human Resources Department in writing prior to the expiration of their current eligibility.

> Subsection A: The City will endeavor to return rehired employees to their original departments if they have been rehired into a department different than that from which they were laid off. The rehired employee will still retain seniority rights to return to their original department if a vacancy should occur.
>
> Subsection B: Rehired employees may be subject to a pre-employment medical evaluation. Rehired employees in the Police Department and Prosecutor's Office will be subject to a polygraph examination.

Section 8: Five-day Posting

All bargaining unit position vacancies shall be posted in all City departments for five (5) working days prior to requesting a list of applicants from the Human Resources Department. Additionally, all laid off employees subject to recall shall receive notices of all open and competitive bargaining unit vacancies (both Civil Service and non-Civil Service) for a period of two years.

In considering candidates to fill vacant bargaining unit positions, hiring authorities will consider candidates in the following sequence:

- First consideration: Those laid off employees subject to recall who have previously established rights to the classification by virtue of successfully completing the applicable probationary period.

- Second consideration: Those interested employees who presently or have previously established rights to the classification by virtue of successfully completing the applicable probationary period.
- Third consideration: Those interested employees who presently are in the classification but do not yet hold rights to the classification.
- Fourth consideration: Those individuals who have been certified to the hiring authority from the current eligible register or through approved screening process.

ARTICLE 16 - CIRCULATION ASSISTANT I/SHELVERS

Section 1:

Circulation Assistant I/Shelvers perform a variety of tasks throughout the Library. Circulation Assistant I/Shelvers work is not seasonal in nature and for this reason the only limitation on employment duration is funding capacity and performance.

A. Circulation Assistant I/Shelvers shall be compensated at the hourly rate schedule identified in Article 7 and Appendix 1. Step increases shall occur consistent with other regular part-time employees.

B. Circulation Assistant I/Shelvers shall accrue holiday based on FTE status in Article 10, however sick leave, vacation time, longevity, and all other benefits on a pro-rated basis based on regular hours worked, with the exception of medical insurance (unless required by law), life insurance and accidental death and dismemberment coverage as outlined in Article 12. Circulation Assistant I/Shelvers shall be covered by all provisions of this Collective Bargaining Agreement, unless otherwise specified.

C. The Library Director shall determine appropriate work shifts for Circulation Assistant I/Shelvers.

ARTICLE 17 - DAY LABORERS and INTERNS

Section 1:

Subject to the terms and conditions set forth below, the City and Union agree that the City shall have the right to employ day laborers and interns so long as said employment does not supplant full-time or regular part-time bargaining unit positions.

It is recognized and agreed that persons employed as day laborers and interns are not members of the bargaining unit and as such, except where specifically provided in this Agreement, shall not be subject to the terms and conditions of this Agreement. However, as a condition of the City employing day laborers and interns, the Union will require a reasonable work permit fee not to exceed twelve dollars ($12.00) per pay period.

Section 2:

The term "Day Laborer" shall be defined as an employee performing bargaining unit work and occupying a position on less than a year around basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief, and other situations involving fluctuating staff. Seasonal peak workloads for all Departments shall be considered to be March 1st through November 30th. Seasonal peak workloads for Animal Services shall be considered to be April 1st – December 31st.

The term "intern" shall be defined as a High-school or post-secondary student currently enrolled in an accredited institution or bonified vocational or employment agency (Ex: Work Source) participating in a paid or unpaid internship. Interns may be paid to perform bargaining unit work for a specific assignment not to exceed four months or 1040 hours. The use of interns to perform bargaining unit work shall be limited to one term and non-consecutive. The intern must show proof of current enrollment at the time of the internship. If the internship occurs during the summer, the intern shall provide proof of summer or fall enrollment. The city shall provide all proof of all accreditation or applicable documentation to the Union upon hire.

Section 3: Term of Employment

A. Except as provided otherwise herein, the City shall not employ day laborers in excess of six consecutive months. The City will not rehire a day laborer for a second six (6) month period unless at least four (4) months have elapsed since the end of the previous six (6) month period of employment as well as all other time and date requirements set forth.

B. The parties agree that any person employed as a day laborer who is actively enrolled in an accredited high school or college and maintains a minimum of nine hours per week and provides enrollment documentation to the hiring department for each quarter or semester, shall not be subject to the four (4) month limitation above, so long as said person works no more than twenty (20) hours per week. If the student exceeds the twenty (20) hours, s/he shall be terminated and not rehired until four (4) months have elapsed. Additionally, the work permit fee for Student Day Laborers shall be eight dollars ($8.00) per pay period.

   Student Day Laborers may work during one off semester or quarter per year between academic enrollments provided that notification by the student is provided in writing and the Student Day Laborer was employed during the previous quarter or semester. The hours worked during the off semester or quarter shall not be limited to twenty (20) hours per week provided that the total hours worked in the calendar year shall not exceed 1040 hours.

C. Recognizing the necessity to maintain on-going, continuous programs in the Parks Department, the parties agree that day laborers employed in Seasonal Parks positions may be employed up to nine (9) consecutive months in duration at pay range 01-008. Seasonal Parks positions may accrue holiday pay and vacation time on a pro-rated basis worked. Step increases, longevity, and vacation accrual will be based on 2080 hours of regular work. The number of Seasonal Day Laborers positions shall not exceed seventeen (17) in a calendar year. The City has the right to assign duties and shift schedules. Shift schedules will remain flexible. Seasonal Day Laborers are not entitled to out-of-class pay unless they are performing work associated with classifications compensated above range 01-015 that is beyond the scope of work contained within their applicable job description. Seasonal Day Laborers assigned to operate a vehicle requiring a Commercial Driver's License for two (2) or more hours shall be compensated at the 01-014 range. Seasonal Day Laborers assigned to apply any materials requiring a Washington State Public Pesticides Operator's License shall receive a five percent (5%) premium for all hours worked while applying such materials. A Seasonal Day Laborer may only be utilized during the aforementioned nine (9) month seasonal peak workload unless by mutual agreement of the parties.

Section 4: Hiring and Compensation of Day Laborers

A. The Mayor or their designee shall have the sole discretion to hire and terminate all day laborers, with or without cause, and to establish the rate of pay for all day laborers, except those employed in the City Library or those employed in 9 month Seasonal Day Laborer Parks positions. The rate of pay for a day laborer shall not exceed the contractual rate for like work.

B. In the case of day laborers employed in the Library, the Everett Library Board, together with the Library Director, shall establish the rate of pay for said employees.

C. In establishing the rate of pay for all day laborers, emphasis shall be given to the qualifications, experience and background of the prospective employee, and the nature of the position which will be filled by the employee.

D. All day laborers who are directed by their Department Head or duly appointed supervisor to work more than 40 hours in a calendar week, shall be paid at one-and-one-half times the employee's regular hourly rate. This section shall not be construed to entitle day laborers to any benefits or compensation set forth in Article 10 (with the exception of Seasonal Parks positions as outlined in 3.C. above).

E. Except as specifically provided in this Article, day laborers shall not be entitled to any other compensation or benefits (including, but not limited to, holiday pay, vacation, sick leave or insurance), except as may be required by applicable law.

Section 5:

A. The City will establish a monitoring system that will notify AFSCME and Department Heads monthly of each day laborer's remaining work time.

B. The parties agree that generally no extensions for day laborers shall be allowed. On rare occasions and with special circumstances, the parties may enter a written agreement that would allow specific extensions on the aforementioned timelines.

C. Day laborers will not supervise regular employees nor fill regular vacancies unless mutually agreed upon between the City and Union.

Section 6: Swim Center

In recognition of the year-round, non-seasonal nature of the activities of the Swim Center, the parties agree that the Swim Center shall be exempted from the supplanting language and the time limit provisions identified in Section 2. Although the time limit provisions shall not apply to positions, the time limit provisions and the applicable work permit fee shall apply to individuals. The parties also agree that the City will maintain a minimum of three (3) bargaining unit FTEs assigned to the Swim Center and that the ratio of day laborer hours to regular employee hours is not increased. That ratio is 6.92 day laborer hours for every hour worked by a regular full-time employee. The City will produce a report at the end of each calendar year showing the ratio of day laborer hours to regular employee hours and provide it to the Union.

In addition to the provisions in Section 3, Student Day Laborers employed by the Swim Center may not work more than twenty-five (25) hours per week.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1:

Grievance is defined as a cause (arising out of an alleged misinterpretation or misapplication of the terms of this Agreement) felt to afford reason for complaint. All grievances and responses from the grievance procedure shall be put in writing. The written grievance shall include but is not limited to the following: the name of the grievant, the Article(s) and Section(s) misinterpreted or misapplied, the facts stating how the aforementioned were misinterpreted or misapplied, and the remedy sought.

In the event an employee elects to file a challenge concerning their employment status in civil service or the city library, the employee shall have the option of pursuing the challenge through either civil service/library board or filing a grievance through the provisions of this Article but limited to one or the other. The employee may at their own discretion pursue the alleged grievance without the Union's participation through Step 1 (or Step 3 if it is a grievance submitted directly at Step 3) of the established grievance procedure identified below.

An employee who believes they have been aggrieved as defined above shall discuss the matter with a Union official before filing a grievance.

Any grievance filed as a class action grievance shall be reviewed, approved, and signed by the Union President, Union Vice-President, or Union Staff Representative.

Section 2:

Time periods between grievance steps may be extended by written mutual agreement of both parties. Working days, for the express purpose of this Article, are defined to be Monday through Friday, excluding holidays, Saturdays and Sundays.

<u>Step 1:</u> To be valid, a grievance must be submitted to the employee's immediate non-represented supervisor within ten (10) working days of the alleged event or occurrence which is the basis for the alleged grievance. Failure to file a grievance within this period shall be deemed as an absolute waiver of the right to file a grievance. The supervisor will submit a written grievance response within five (5) working days. In the event of termination, the grievance shall be filed directly with the Mayor or designee at Step 3.

<u>Step 2:</u> If the grievance was not settled at Step 1, it may be advanced by the Union to the Department Head or designee within five (5) working days of receipt of the Step 1 response. A grievance meeting may be held within ten (10) working days of receipt of the grievance, and a written grievance response will be given within five (5) working days of the meeting to the Union President, Union Vice-President and Union Staff Representative.

<u>Step 3:</u> If the Grievance was not settled at Step 2, it may be advanced by the Union to the Mayor or designee. It is agreed between the parties that the timeline for this step shall be within ten (10) working days, or until the 2nd Friday following the 2nd Thursday of the month (to allow the Union's Grievance Committee to review the grievance prior to advancement), whichever is later. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance response will be given within ten (10) working days of the meeting to the Union President, Union Vice-President and Union Staff Representative.

Step 4: If the grievance is not settled in accordance with the foregoing procedure at Step 3, the Union Grievance Committee and/or Executive Board or Employer, as the "moving party," may refer the grievance to arbitration by providing a written notice for arbitration to the opposing party within thirty (30) working days after receipt of the City's response to Step 3. If the notice for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

Step 5: The moving party shall submit a request for arbitration to the American Arbitration Association requesting a list of seven (7) arbitrators residing and practicing in Washington and Oregon and proficient in public sector arbitration. This request must be made within six (6) months of the notice of appeal as specified in Step 4 or the right to arbitrate will be deemed as waived. The City and the Union, upon receipt of the list of arbitrators, shall meet and take turns striking names from the list until a sole name remains. That person shall be the arbitrator. A coin toss shall determine whether the City or the Union shall strike first. The arbitrator shall issue a decision within thirty (30) days after the close of the hearing. The cost of the arbitrator shall be borne equally by both parties and each party shall pay its respective representatives' or attorneys' fees. The decision of the arbitrator shall be final and binding.

The arbitrator shall render its decision solely based on the interpretation and application and provisions of this Agreement and shall address only those issues raised in the written grievance. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 3:

In the case of Library employees, the above Section 2, Steps 1, 2 and 5 shall apply. In Section 2, Steps 3 and 4, the Library Board shall respond instead of the Mayor.

ARTICLE 19 - SAVING CLAUSE - ORDINANCE

No ordinance granting any employee a benefit shall be changed during the term of this Agreement which would reduce the benefits to the employees particularly as it applies to provisions as written in the collective bargaining agreement.

ARTICLE 20 - DURATION

This Agreement shall be effective as of the 1st day of January 2025 and shall remain in full force and effect through the last day of December 2027. Any one Article may be opened during the period of the contract year if mutually agreed to by both parties; and, if agreement is not reached on the opened Article within thirty (30) days, the said Article will remain in force as written.

In witness whereof, the parties have set their hands on the 7th day of March, 2025.

CITY OF EVERETT	EVERETT MUNICIPAL EMPLOYEES LOCAL NO. 113, AFSCME
CASSIE FRANKLIN, Mayor 03/17/2025	Jeff M Jesmer JEFF JESMER, President
ATTEST	WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFL-CIO
Office of the City Clerk	Roger P. Moller ROGER MOLLER, Staff Representative
APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY EVERETT	ATTEST
	Christine Mair CHRISTINE MAIR, Secretary

ADDENDUM A – CLASSIFICATION SENIORITY LIST

List of Classifications included in Classification Seniority:

- Circulation Assistant IV -> Circulation Assistant I
- Heavy Equipment Operator -> Equipment Operator
- Librarian II -> Librarian I
- SCADA/Telemetry Technician Lead -> SCADA/Telemetry Technician I
- Senior Signal Technician -> Traffic Signal Technician
- Utility Maintenance Technician III -> Utility Maintenance Technician I
- Water Pollution Control Operator III -> I
- Water Quality Control Operator II -> Water Quality Control Operator I
- Water Treatment Plant Operator III -> I

Revised as of 11.12.2024

ADDENDUM B – SAFETY BOOTS AND SHOES LIST

AFSCME Local 113

Legend: X = recommended for job class

Occ	Title	Non Safety Toe ASTM 2892	(I/C) Impact and Compression Resistant ASTM F2413	(EH) Electrical Hazard Resistant	(SR) Slip Resistant
1535	Animal Care and Customer Service Assistant	X			X
1510	Animal Control Officer	X			X
1530	Animal Shelter Attendant	X			X
3000	Arborist		X	X	
1222	Assistant Buyer		X		X
3600	Assistant Inventory Control/Dispatch Technician		X	X	X
1260	Buyer		X		X
3610	Cement Finisher		X		
3640	Communications Technician		X	X	X
4210	Construction Inspector		X	X	
1945	Custodial Supervisor	X		X	X
1950	Custodian	X		X	X
3887	Electrical Safe Worker Program Administrator		X	X	
1960	Electrician		X	X	
4090	Encampment Response Supervisor		X		
4260	Engineering Technician		X		
4270	Engineering Technician Trainee		X		
4395	Environmental Technician		X		
3700	Equipment Operator		X		
3710	Equipment Service Worker		X	X	X
2145	Fire Apparatus/Equipment Mechanic		X	X	X
3685	Fleet Maintenance Supervisor		X	X	X
3690	Fleet Service Technician		X	X	X
4549	Fleet Support Specialist		X	X	X
3037	Golf and Athletic Supervisor		X		
3025	Golf and Grounds Equipment Technician		X		
3035	Golf Course Supervisor		X		
3020	Groundskeeper		X		

3720	Heavy Equipment Operator		X		
3040	Horticulturist		X	X	
3730	Industrial Waste Inspector		X	X	
3740	Inventory Control Technician		X	X	X
3050	Landscaper		X		
3018	Lead Groundskeeper		X		
3750	Lead Utility Serviceworker		X	X	
2370	Maintenance Mechanic		X	X	
3026	Maintenance Technician		X	X	
3080	Park Ranger I	X			
3095	Park Ranger Supervisor	X			
3105	Parks & Grounds Maintenance Supervisor		X	X	
3820	Plant/Pump Maintenance Mechanic		X	X	
1434	Procurement Specialist		X		
1432	Procurement Technician		X		
4082	Public Works Supervisor - Sewer/Drainage/Utilities		X		
4085	Public Works Supervisor - Streets		X		
4084	Public Works Supervisor - TSG/Utilities		X	X	
4083	Public Works Supervisor - Water/Utilities		X		
3090	Ranger II	X			
3875	SCADA/Telemetry Technician I		X	X	
3876	SCADA/Telemetry Technician II		X	X	
3877	SCADA/Telemetry Technician Lead		X	X	
2016	Security Officer	X			X
1436	Senior Procurement Specialist		X		
4410	Senior Signal Technician		X	X	
2445	Small Tool & Equipment Repair Technician		X	X	X
3725	Source Control Inspector		X		
3100	Structural Maintenance Supervisor		X		
2450	Supervisor I		X		
2460	Supervisor II		X		
3735	Surface Water Inspector		X		
4420	Traffic Electronic Technician		X	X	
4425	Traffic Electronic Technician Trainee		X	X	
4441	Traffic Operations Supervisor		X	X	
4430	Traffic Signal Electrician		X	X	
4435	Traffic Signal Technician		X	X	
4440	Traffic Technician		X	X	
3860	Transportation Maintenance Technician		X	X	

4070	Treatment Plant Operator-in-Training		X		
3210	Urban Forester		X		
3885	Utilities Electrician		X	X	
3878	Utilities Maintenance Technician I		X	X	
3879	Utilities Maintenance Technician II		X	X	
3880	Utilities Maintenance Technician III		X	X	
3900	Utility Laborer		X		
3920	Utility Service Worker		X		
3695	Vehicle Electronics Technician		X	X	X
4547	Vehicle Parts Storekeeper		X	X	X
1430	Warehouseworker		X		X
3940	Water Pollution Control Operator I		X		
3950	Water Pollution Control Operator II		X		
3960	Water Pollution Control Operator III		X		
3980	Water Quality Analyst	X			
3989	Water Quality Control Operator I		X	X	
3990	Water Quality Control Operator II		X	X	
4010	Water Quality Technician	X			
4020	Water Service Technician		X		
4040	Water Treatment Plant Operator I		X		
4050	Water Treatment Plant Operator II		X		
4060	Water Treatment Plant Operator III		X		
4080	Welder		X	X	X

Revised as of 12.17.2024

ADDENDUM C – INSTRUCTOR PAY TOPICS

Eligible Instruction Topics as of 11/12/2024

- Commercial Driver License
- CPR/First Aid/AED
- Temporary Traffic Control
- Riding Mowers and Tractors
- Elevating Work Platform
- Powered Industrial Trucks (Forklifts)
- Rigging & Signaling
- Washington State Flagger Certification

APPENDIX 1 – SCHEDULE OF WAGES

January 1, 2025

SCHEDULE OF WAGES

*Hourly Rate

AFSCME 2025 SALARY TABLE

Range #	Step A	Step B	Step C	Step D	Step E
01-001	3114	3275	3440	3614	3793
01-002	3275	3440	3614	3793	3982
01-003	3440	3614	3793	3982	4174
01-004	3614	3793	3982	4174	4390
01-005	3793	3982	4174	4390	4607
01-006	3982	4174	4390	4607	4841
01-007	4174	4390	4607	4841	5083
01-008	4390	4607	4841	5083	5331
01-009	4607	4841	5083	5331	5598
01-010	4841	5083	5331	5598	5874
01-011	5083	5331	5598	5874	6175
01-012	5331	5598	5874	6175	6490
01-013	5598	5874	6175	6490	6812
01-014	5874	6175	6490	6812	7150
01-015	6175	6490	6812	7150	7505
01-016	6490	6812	7150	7505	7877
01-017	6812	7150	7505	7877	8275
01-018	7150	7505	7877	8275	8694
01-019	7505	7877	8275	8694	9125
01-020	7877	8275	8694	9125	9581
01-021	8275	8694	9125	9581	10060
01-022	8694	9125	9581	10060	10563
01-023	9125	9581	10060	10563	11091
01-024	9581	10060	10563	11091	11646
01-025	10060	10563	11091	11646	12228
01-026	10563	11091	11646	12228	12839
01-027	11091	11646	12228	12839	13481

01-552*	16.90	17.56	18.42	19.35

*Hourly Rate - Step A set at minimum wage

AFSCME CBA 2025-2027_SD

Final Audit Report 2025-03-18

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By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
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Agreement completed.

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ATTACHMENT C-2

COPY OF 13(c) CONTRACT

84/04/1

WA-90-X011

AGREEMENT PURSUANT TO SECTION 13(c) OF THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED

Whereas, the Snohomish County Public Transportation Benefit Area Corporation of Lynnwood, Washington ("Recipient"), has filed an application under the Urban Mass Transportation Act of 1964, as amended ("Act"), for a capital assistance grant, WA-90-X011, under Section 9 of the Urban Mass Transportation Act of 1964, as amended, to aid in the financing of the construction of the operating base, the purchase of equipment for such base, fareboxes, vans and other miscellaneous items, as more fully described in the project application ("Project"); and

WHEREAS, employees of the Recipient are represented by Local Union 1576, Amalgamated Transit Union, AFL-CIO ("Union"); and

WHEREAS, Sections 3(e), (4), 5(n), (1) and 13(c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable:

NOW THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Recipient:

(1) The term "Project" as used in this Agreement shall include any part of the Recipient's transit system or facility thereof which is affected by the federal assistance specified herein, including any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the project" shall, when used in this agreement, include events occurring in anticipation of, during and subsequent to the Project and any program of efficiencies or economies related thereto. The term "Project" shall not include actions or changes unrelated to the Federal assistance specified herein, such as volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the project (including any economies or efficiencies unrelated to the project).

(2) The Project, as defined in paragraph (1) shall be performed and carried out in full compliance with the protective conditions described herein.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this Agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this Agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this Agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted

so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this Agreement the right to utilize any economic measures, nothing in this Agreement shall be deemed to foreclose the exercise of such right.

(5) (a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces covered by this agreement, as a result of the Project, the Recipient shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project shall not be considered within the purview of this paragraph.

(b) The Recipient shall give to the unions representing the employees affected thereby, at least sixty (60) days written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by sending certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

At the request of either the Recipient or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this Agreement shall commence immediately. The negotiations shall include determining the selection of forces from among the employees or other urban mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment with the Recipient for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, final decision must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2)(f) of the Interstate Commerce Act.

(6) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraph (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the Agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this Agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in the employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonable comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the

Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this Agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this Agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, sick leave, continued status and participation under any disability or retirement program and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service on furloughed as the case may be.

(11) (a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitle to receive a dismissal allowance),

who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employees, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser whose designation will be binding upon the parties whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11) (b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his

dismissal, resign and (in lieu of all other benefits and protections provided in this Agreement) accept a lump sum payment computed in accordance with Section (9) of the Washington Job Protection Agreement of May, 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this Agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context required otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(15) (a) In the event of any labor dispute involving the Recipient and the employees covered by this Agreement which cannot be settled within thirty (30) days after such dispute first arises, such dispute may be submitted at the written request of either the Union or Recipient to a board of arbitration selected in accordance with the existing collective bargaining agreement, if any, or if none, as hereinafter provided. The Recipient and the Union shall each, within ten (10) days, select one member of the arbitration board and the two members thus chosen shall select a third member who shall serve as chairman. Should the two members be unable to agree upon the appointment of the neutral member with ten (10) days, either party may request the American Arbitration Association to furnish

a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after the receipt of such list determine by lot the order of elimination, and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The decision by majority vote of the arbitration board shall be final, binding and conclusive and shall be rendered within forty-five (45) days from the date the neutral member is appointed. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceedings, and all other expenses shall be paid by the party incurring them. Nothing in this paragraph, or Agreement, shall be construed to enlarge or limit the right of the employees covered by this Agreement, or their employer, to utilize upon expiration of any collective bargaining agreement or otherwise any economic measures that are not inconsistent or in conflict with the collective bargaining agreement or applicable law.

(b) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(16) Nothing in this Agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefits.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitation, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of

any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to, obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this Agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees:

(c) As between employees not having seniority in the craft or class of vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly-or privately-owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this Agreement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, on the context of a particular Project, the remaining provisions of this Agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under §13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protection arrangements for application only to the particular Project, which shall be incorporated in this Agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) Employees covered by this Agreement will be given the first opportunity for employment in any new jobs included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or retraining can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Recipient, or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Recipient or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified, and are willing to bid these jobs.

The Recipient or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this Agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration in accordance with the provisions of paragraph (15).

First opportunity of employment provisions in Section 22 of the Agreement is restricted in every respect to positions within the bargaining unit or comparable jobs.

(23) If any employer of the employees covered by this Agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this Agreement, the provisions of this Agreement shall apply to such employee as of the date when he was so affected.

(24) In the context of a particular Project, any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Recipient, and who may be affected by the assistance to the Recipient within the meaning of 49 U.S.C.A. 1609(c), may become a party to this Agreement as applied to the Project, by serving written notice of its desire to do so upon the other union representatives of the employees affected by the Project, the Recipient, and the Secretary of Labor. In the event of any disagreement that such labor organization should become a party to this Agreement, as applied to the Project, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(25) Claims - Although the International ATU does not feel it can agree to process all claims, neither the International ATU nor DOL condone the filing of frivolous claims. The

International ATU will communicate this to the president of the local ATU, Local 1576, and other locals who may become parties to this Agreement.

(26) Definitions

The term "seniority" when used in this Agreement shall be restricted to those seniority rights set forth in any applicable local collective bargaining agreements or any revisions or renewals thereof.

(27) In the event any Project to which this Agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Recipient or other applicant for federal funds; provided, however, that this Agreement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this Agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this 16th day of April, 1984.

SNOHOMISH COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By ______________________

LOCAL UNION 1576
AMALGAMATED TRANSIT UNION AFL-CIO

By ______________________

ATTACHMENT C-3

LIST OF TRANSFERRED POSITIONS

Job Title	Count
Bus Maintenance Person	8
Bus Operator	69
Bus Operator Trainee	2
Engagement & Communications Spec	1
Equipment Service Worker	1
Everett Station Bldg Manager	1
Fleet Service Technician	3
Marketing & Design Specialist	1
Paratransit Operator	24
Paratransit Schedule Tech	5
Security Officer	5
Transit Data Analyst	1
Transit Inspector 1st Year	1
Transit Inspector 2nd Year	5
Transit Inspector Specialty	4
Transit Operations Supervisor	3
Transp Svcs Cust Svc Tech	3
Transportation Maint Tech	1
Transportation Program Manager	2
Transportation Systems Manager	3
Vehicle Electronics Technician	2
Grand Total	**145**

ATTACHMENT D
TRANSIT OPERATIONS

Service Transition Plan: Near-term Integrated Network Plan

Initiation: Develop an integrated network plan subject to Board approval in 2027.

1. **Service Hours**: Everett Transit's Long Range Plan's "Connecting Everett in 2045 Growth Network" envisions a sales tax increase to .09%, which would allow for a 25% increase in service hours by 2045. Consolidation will double that service hour increase over a four-year period beginning in 2028. Fixed route and microtransit expansion hours will be phased from 2028-2030; Swift Gold Line will begin in 2031 (subject to change based on available funding and other factors).
2. **Guiding Principles**: Community Transit will develop an integrated network plan based on the full customer journey, including connections into, out of, and within Everett. This will include an updated travel-needs and origin/destination analysis informed by More Transit Together (MTT), Everett Transit's "Connecting Everett in 2045", and CT's Journey 2050 post-pandemic learnings. The following principles shall apply:
   - 2.1. **Access**: More frequent transit within walking distance in more areas of Everett, including in equity-priority areas.
   - 2.2. **Convenience**: Service that runs more often and with a longer span of service. Microtransit service will be delivered by March 2028.
   - 2.3. **Equity**: Service improvements in historically underserved areas, including South Everett.
   - 2.4. **Regional Connections**: Strengthen connections to Sound Transit Link, Swift, and regional bus service. This includes Swift Gold Line launch in 2031.
   - 2.5. **Economic Development**: Service supporting Everett's employment, education, and economic centers.
   - 2.6. **Ridership**: Maximize ridership by prioritizing service in areas of greatest demand.
   - 2.7. **Environmental Sustainability**: Reduce transportation greenhouse gas emissions by converting more trips to transit and transitioning to a zero emissions fleet.
   - 2.8. **Service Demand**: Develop a near-term network plan that reflects the City of Everett's service needs.
   - 2.9. **Fewer Transfers**: Reduce the number of transfers Everett riders need to reach their destinations.

3. **Service Planning Process**: Routes, spans, frequencies, vehicle assignments, modes, and geographic allocation will follow CT's standard planning process and Board approval.
4. **Community Engagement**: Three-phased community engagement process to gather input and shape the Near-term Integrated Network Plan:
   - **Phase 1** – Consolidation overview and transit values
   - **Phase 2** – Draft Integrated Network Plan
   - **Phase 3** – Final draft Integrated Network Plan (required Title VI process)
   - **Approach**: Each phase will consist of a 30-day public comment period with opportunities to provide input via an online survey on an online open house and in-person opportunities in alignment with Community Transit's community engagement best practices.

   4.2. **Audience**: Broad engagement with the general community and riders with specific focus on:
   - Everett residents
   - Everett Transit riders
   - Everett Businesses
   - Residents of the communities included in the origin/destination study (Marysville, Tulalip, Lake Stevens, Snohomish, Mukilteo, Lynnwood)
   - Community Transit riders
   - Vulnerable populations (e.g., people with disabilities, people with low incomes, people who speak Spanish)

   4.3. **Key tactics**: Wide-ranging tactics designed to reach broad and targeted audiences, including:
   - Notifications: Social media, digital advertising, on-bus materials, email updates, public notice
   - Employee communications: Internal communications with all Community Transit staff, including former Everett Transit staff
   - Online open house and survey: Main hub for sharing information and gathering input
   - In-person open houses and events: Open houses and other pop-up events, such as farmers markets and festivals

4.4. **Key stakeholders**: Email updates, briefings, and presentations to key stakeholder groups such as neighborhood groups, Everett Transportation Advisory Committee, business and community groups, and elected officials, as well as paid partnerships with community-based organizations to reach vulnerable populations.

5. **Planning Inputs**: MTT; CT's Journey 2050; Connecting Everett in 2045; ET's Transit Development Plan 2026-2031: post-pandemic ridership and travel data; origin and destination data, labor/capital market conditions; engagement results; financial analysis; and Title VI analysis.
6. **Implementation**: Phased over four years following Board adoption; CT retains discretion to phase, sequence, and substitute modes consistent with the guiding principles. Fixed route and microtransit expansion hours will be phased from 2028-2030; Swift Gold Line will be delivered in 2031.
7. **Governance**: The City of Everett shall have the opportunity to review and provide input through its CT Board representation.

ATTACHMENT E-1
ET REAL PROPERTY – LEGAL DESCRIPTIONS

Transit Property at Tower Street

Snohomish County Parcel No. 00593816201402
Snohomish County Rec. No. 200706200959

The West half of Lots 14, 15, 16 and 17, Block 162 Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, situate in the county of Snohomish, State of Washington.

Snohomish County Parcel No. 00593816201401
Snohomish County Rec. No. 200706200958

The East half of Lots 14, 15, 16 and 17, Block 162 Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, situate in the county of Snohomish, State of Washington.

Snohomish County Parcel No. 00593818100100
Snohomish County Rec. No. 200612081027

Lots 1, 2 and 3, Block 181, Plat of Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, Washington.

Snohomish County Parcel No. 00593818100400
Snohomish County Rec. No. 200612081029

Lots 4, 5 and 6, Block 181, Plat of Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, Washington.

Snohomish County Parcel No. 00593818100700
Snohomish County Rec. No. 200612081031

Lots 7, 8 and 9, Block 181, Plat of Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, Washington.

Legal Description of Parking Lot North of 3201 Smith Avenue
Snohomish County Parcel No. 00439074400000
Snohomish County Rec. No. 200205161005

That portion of Block 744, Everett Land Company's First Addition to the City of Everett, and a portion of Lowell Avenue situated in the NE ¼ NW ¼ of Section 29, Township 29 North, Range 5 East, W.M., Snohomish County, Washington, described as follows, to-wit:

Beginning at the Northwest corner of said Block 744; thence Southeasterly along the Northeasterly right of way line of Smith Avenue, according to the recorded plat thereof, to the point of intersection with a line drawn parallel with and distant 300.0 feet Southerly, as measured at right angles from the South right of way line of Pacific Avenue, according to the recorded plat thereof; thence Northeasterly at right angles to said Northeasterly right of way line of Smith Avenue to the intersection with a line drawn parallel with and distant 40.0 feet Southwesterly, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Northwesterly along the last described parallel line to the intersection with the South right of way line of Pacific Avenue; thence West along said South line to the Point of Beginning.

Legal Description of Property at 3201 Smith Avenue
Snohomish County Parcel No. 00439074401300
Snohomish County Rec. No. 199911050094

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 comer 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.

Snohomish County Parcel No. 00439075900403
Snohomish County Rec. No. 199911050091

That portion of Block 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, 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 10, said Block 759;
Thence northwesterly along the southwest line of said Block 759 to the northwest corner of Lot 4,
thence northeasterly along the northwest line of said Lot 4 and its northeasterly extension 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 parallel with said centerline to the point of intersection with the northeasterly extension of the southeasterly line of said Lot 10:
thence southwesterly along said southeasterly line and its extension to the point of beginning.

Snohomish County Parcel No. 00439075901100
Snohomish County Rec. No. 199910190212

Lots 11 through 17, Block 759, THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, according to the plat thereof recorded in Volume 3 of Plats, Page 20, in Snohomish County, Washington;
TOGETHER WITH that portion of the vacated Lowell Avenue adjoining, which upon vacation, attached to said property by operation of law, and being a distance of 40 feet southwesterly of, as measured at right angles to the Burlington Northern Railroad's Main Track centerline as located and constructed on August 1, 1991.

Snohomish County Parcel No. 29052900201400 and 29052900201100
Snohomish County Rec. No. 19991050092

That portion of the southwest quarter of the northwest quarter of Section 29, Township 29 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows,

Commencing at the centerline intersection of Smith Avenue as constructed and monumented for road Deed recorded under Recording Number 1192858 and 36th Street as Platted;
thence north 00°45'36" east 345.16 feet along said centerline of Smith Avenue to the centerline of said Section 29,
thence south 88°18'35" east along said centerline of Section 29 a distance of 30.06 feet to the east line of said Smith Avenue and the point of beginning;
thence continue south 88°18'35" east 79.37 feet to a ½" inside diameter iron pipe;
thence north 04°26'00" west 122.09 feet to an easterly extension of the north line of Tract described under Recording Number 9511080194,
thence north 89°14'24" west 10.45 feet along said extension to the northeast corner of said Tract;
thence continue north 89°14'24" west 57.86 feet to the east line of said Smith Avenue;
thence south 00°45'36" west 120.30 feet to the point of beginning;

TOGETHER WITH all that portion of the southeast quarter of the northwest quarter of Section 29, Township 29 North, Range 5 East, W.M. in Snohomish County, Washington, lying south of the north line of 33rd Street Block 759 of EVERETT LAND COMPANY'S FIRST ADDITION 36TH STREET, east of Smith Street as constructed and monumented for Road Deed Recording Number 1192858, west of a line 40 feet west of the centerline of the Burlington Northern Railroad Main Line Tracks existing and maintained as of March 13, 1990, and north of the following described line,

COMMENCING at the centerline intersection of Smith Avenue as constructed and monumented for Road Deed recorded under Recording Number 1192858 and 36th Street as platted,
thence north 00°45'36" east 464.97 feet along said centerline of Smith Avenue;
thence south 89°14'24´east 30.06 feet to the east line of said Smith Avenue and the northwest corner of tract described under Recording Number 9511080194 and the point of beginning;
thence south 89°14'24" east 57.86 feet along the north line of said tract to the northeast corner thereof,
thence continue north 89°14'24" west 10.45 feet;
thence north 04°26'00" west 77.91 feet;
thence north 86°14'39" east 83.40 feet;
thence north 76°18'21" east 113.58 feet to said line 40 feet west of the centerline of the existing Burlington Northern mainline tracts and the terminus of said line.


Paine Ave
Smith Ave
29052900201400
29052900201100

Legal Description of 3600 Smith
Snohomish County Parcel No. 29052900201200
Snohomish County Rec. No. 201710310526 (Parcel E)

All that portion of the West half of Section 29, Township 29 North, Range 5 East, W.M., lying North of 36th Street, East of the West line of BNSF Railway Company's (formerly Great Northern Railway Company) and West of Burlington Northern right-of-way as defined by a line 40 feet West of the center line of BNRR main line tracks existing and maintained as of March 13, 1990 and Southeast of the following described line,

Commencing at the centerline intersection of Smith Avenue as constructed and monumented for road Deed recorded under Recording Number 1192858 and 36th Street as Platted;
thence north 00°45'36" east 345.16 feet along said centerline of Smith Avenue to the centerline of said Section 29,
thence south 88°18'35" east along said centerline of Section 29 a distance of 30.06 feet to the east line of said Smith Avenue and the point of beginning;
Thence continue South 88°18'35" East 79.37 feet to a ½" inside diameter iron pipe,
Thence North 04°26'00" West 200.00 feet,
Thence North 86°14'39" East 83.40 feet,
Thence North 76°18'21" East 113.58 feet to said line 40 feet West of the centerline of the existing Burlington Northern mainline tracks and the terminus of said line.

Legal Description of Parking Lot
Snohomish County Parcel No. 00439074301100, 00439076102800, 00439076102500, 00439076101700, 00439076000100 and 00439076000900
Snohomish County Rec. No. 199907120294

Lots 17 thru 32, inclusive, Block 761,
TOGETHER WITH that portion of vacated alley adjoining which would attach by operation of law, Lots 1 through 14, inclusive, Block 760, and Lots 11 through 17, inclusive, Block 743, all in THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT, according to the plat thereof recorded in Volume 3 of Plats, Page 20, in Snohomish County, Washington.

ATTACHMENT E-2
SCHEDULE OF FEDERAL INTEREST REAL PROPERTY

TagNumber	Parcel Number	Description	Location	Cost	Assessed Value
LA00005	00439076000100	Everett Station west parking lot	Everett Station	$ 270,488.77	$ 390,900.00
LA00006	00439075901100	SWIFT terminal	Everett Station	$ 532,524.76	$ 844,300.00
LA00007	00439074301100	Everett Station west parking lot	Everett Station	$ 405,733.16	$ 722,600.00
LA00008	00439075900403	Everett Station bus bays	Everett Station	$ 574,788.64	$ 791,100.00
LA00009	00439076000900	Everett Station west parking ot	Everett Station	$ 312,752.64	$ 397,200.00
LA00010	29052900201400	Everett Station south parking lot	Everett Station	$ 3,440,279.06	$ 5,113,800.00
LA00011	00439074401300	Land - Everett Station	Everett Station	$ 836,824.64	$ 1,346,400.00
LA00013	00439074400000	Everett Station north parking lot	Everett Station	$ 862,182.96	$ 1,149,800.00
LA00109	593818100100	Lots 1, 2 and 3, Block 181, Plat of Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, Washington	N Transit Station	$ 482,321.43	$ 698,600.00
LA00110	00593818100400	Lots 4, 5 and 6, Block 181, Plat of Swalwell's Fourth Addition, according to the plat thereof recorded in Volume 7 of Plats, Page 44, records of Snohomish County, Washington	N Transit Station	$ 442,534.02	$ 471,000.00
LA00111	00593818100700	Lots 7, 8 and 9, Block 181, Plat of Swalwell's Fourth Addition, according to the plat thereof recorded in Voume 7 of Plats, Page 44, records of Snohomish County, Washington	N Transit Station	$ 406,963.75	$ 471,000.00
LA00125	00593816201402	College Station - 2102 Tower St Parcel 00593816201402, size 0.14 acres	N Transit Station	$ 220,000.00	$ 395,500.00
LA00126	00593816201401	College Station - 2108 Tower St Parcel 00593816201401, size: 0.14 acres	N Transit Station	$ 235,000.00	$ 395,500.00
LA00143	29052900201200	3600 SMITH STREET OPERATIONS CENTER	Other	$ 4,098,241.16	$ 1,935,361.67
Missing	29052900201100		Everett Station	Missing parcel	$ 223,300.00
Missing	439076102800		Everett Station	Missing parcel	$ 411,000.00
Missing	439074301800		Everett Station	Missing parcel	$ 75,700.00
Missing	439076102500		Everett Station	Missing parcel	$ 245,900.00
Missing	439076101700		Everett Station	Missing parcel	$ 855,600.00
Everett Station Land @ Assessed value					**$ 14,502,962**
Local Share of Everett Station Land					**$ 5,190,610**
Everett Station Building Impovement Local Shre of Cost					**$ 11,333,591**
Total Local Share - Everett Station Land and Building					**$ 16,524,201**
Negotiated Price - After adjusted for higher insured value ($41M)*					**$ 17,000,000**
College Station	OO593816201402	**Assume No Local Share Value Left**	2102 Tower St		n/a
College Station	OO593816201401	**Assume No Local Share Value Left**	2108 Tower St		n/a
College Station	OO593818100100	**Assume No Local Share Value Left**	903 Broadway Ave		n/a
College Station	OO593818100400	**Assume No Local Share Value Left**	911 Broadway Ave		n/a
College Station	OO593818100700	**Assume No Local Share Value Left**	915 Broadway Ave		n/a

*City to do a boundary adjustment to retain 1acre

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251760560000	OT00227	Everett Station Smith Ave Pedestrian Crossing	5/23/2007	7,038	-
4251870560000	BC06288	JACK ARCHIBALD EVERETT STATION CLOCK; FABRICATION AND INSTALLATION	2/5/2002	52,208	-
4251760560000	OT00407	Transit PM23 Blockade at Everett Station	12/31/2023	52,238	41,790
4251760000000	OT00277	SWIFT BRT NORTH TERMINAL AT EVERETT STATION	1/1/2010	90,046	18,009
4251720560000	BU00133	TENANT IMPROVEMENTS FOR EVERETT STATION THIRD FLOOR SOUTH	3/23/2004	136,131	16,336
4251726000000	BU00217	EVERETT TRANSIT ADMIN-2ND FLOOR TENANT IMPROVEMENTS	2/1/2016	225,686	135,412
4251780000000	IF00193	Everett Station Vehicle Security Gate	12/31/2024	281,564	258,100
4251760560000	OT00380	EVERETT STATION SOUTH PARKING LOT	7/1/2020	1,389,221	1,215,568
4251760000000	OT00268	SWIFT BRT NORTH TERMINAL AT EVERETT STATION	11/2/2009	2,239,454	447,891
4251720560000	BU00029	EVERETT STATION	4/1/2002	27,193,334	10,877,334
GRAND TOTAL -- ACQUISITION COST / BOOK VALUE				**31,666,920**	**13,010,439**

<u>ATTACHMENT E-3</u>

SCHEDULE OF ET OTHER REAL PROPERTY INTERESTS

Everett Mall Station Easement
[to be updated with additional easements in gross, if any]

ATTACHMENT E-4

SCHEDULE OF EVERETT STATION LEASES

2026 LEASE AGREEMENTS – EVERETT STATION			
Floor/Suite/Space	**Tenant**	**Contact Info**	**Lease Info**
1st Floor – NW Corner	Bezos Academy		Lease Date: 1/27/2022 Term: 4/1/2022-08/31/2032 1st Amendment: 12/18/2023 2nd Amendment: 3/30/2026 Rent: Prepaid – $10 annually + Capital Improvements as consideration
1st Floor – Suite 123	Train Museum	Glenn Farley: 206-595-0829, gkfarley@comcast.net	Lease Date: Initial Term: June 1, 2023-May 31, 2028; option to extend 5 years Current rent: $530.45, 3% escalation annually Leasehold Tax: EXEMPT
1st Floor	Amtrak	Alice Rose, Sr. Real Estate Development Mgr 510-239-1372 or alice.rose@amtrak.com	Lease Date: 11/12/2002 Term: 11/12/2022-11/11/2022; 3 five year options to extend Current Term: 11/12/2022-11/11/2027 Rent: $1 annually Leasehold Tax: EXEMPT?
1st Floor – Café	Jasmine's Coffee	Jasmine Diedrich: 425-212-7584, diedrichespresso@icloud.com	Lease Date: May 10, 2021 Term: May 10, 2021-December 31, 2026 Current rent: $2,532.40, 3% escalation annually Leasehold Tax: YES
2nd Floor - Suite 214	SNOTRAC and ESDA	Brock Howell: 206-856-4788 brock@stationsunidos.org and/or brock@snotrac.org	Lease Date: Pending Term: October 1, 2026-6/30/2031 Rent: N/A Leasehold Tax: ?

2nd Floor – Suite 211-213, 215	Citrine Health	Kerri Mallams: Phone 425-252-3534; Cell 425-238-6611; kmallams@citrinehealth.org	Lease Date: 8/23/2026 1st Amendment: June 17, 2025 2nd Amendment: July 1, 2026 Term: 10/1/2023 – 9/30/2028 Current rent: $5,062.50 Leasehold Tax: YES
3rd Floor - Suite 310	Sarr Family Services	Demetra Simpson-Sarr: Cell: 425-280-0914, contact@sarrfamilyservices.com ***or*** sarrfamilyservicesllc@gmail.com	Lease Date: 3/20/2026 Term: 4/1/2026-3/31/2027 Current rent: $1,008 Leasehold Tax: YES
3rd Floor - Suite 311		VACANT	
3rd Floor – Suite 313	Ritchie Law PLLC	Brandon Ritchie: brandon@rrinjurylaw.com and Eric Reiersen: eric@rrinjurylaw.com	Lease Date: 4/20/2026 Term: 4/1/2026-3/31/2028 Current rent: 616 + 3% escalation annually Leasehold Tax: YES
3rd Floor – Suite 314		PENDING	
3rd Floor – Suite 315	Community Development (CITY tenant)	Kembra Landry: 425-257-7155, klandry@everettwa.gov	Lease Date: Memorandum of Lease Agreement, Term: 7/28/2026-7/27/2027 Rent: $2,500 (internal transfer) Leasehold Tax: EXEMPT
3rd Floor – Suite 325	Jing Jiao Dojo	Josiah Sobere: 800-648-6406, marsel4545jacob@gmail.com	Lease Date: 8/20/2026 Term: 8/15/2026-8/31/2031 Current rent: $855.46 + 3% escalation annually Leasehold Tax: YES
3rd Floor - Suite 330	City use – Training Room	CITY USE	
4th Floor – Suite 402-404	Cedar View Law	Heather Derenski: 425-818-4802, heather@cedarviewlaw.com	Lease Date: 3/10/2026 Term: 4/1/2026-3/31/2031 Current rent: $1,798 + 3% escalation annually Leasehold Tax: YES
4th Floor – Suite 405		VACANT	
4th Floor – Suite 406		VACANT	
4th Floor – Suite 407	ELM Utility Services	PENDING	Lease Date: 10/3/2026 Term: 10/3/2026-10/31/2031

			Rent: $820 + 3.5% escalation annually Leasehold Tax: YES
4th Floor – Suite 408	Opal Blue Real Estate	Rae Dorcas: 425-587-7344, Rae@opalbluere.com	Lease Date: 4/20/2026 Term: 4/13/2026-3/31/2027 Current rent: $294 Leasehold Tax: YES
4th Floor – Suite 409	Pelham Group	Kim Pelham: 425-213-8761, Kim@ThePelhamGroupNW.com	Lease Date: 6/9/2026 Term: 6/10/2026-9/9/2029 Current rent: $284 + 4% escalation annually Leasehold Tax: YES
4th Floor – Suite 410		VACANT	
4th Floor – Suite 411	Mt. Baker Room		
4th Floor – Suite 412	Dan Snow Room		
4th Floor – Suite 413			
Bus Slip		Greyhound	Lease Date: 3/25/2024 Term: Month to Month Current rent: $350 Leasehold Tax: YES

ATTACHMENT E-5
FORM OF BARGAIN AND SALE DEED

AFTER RECORDING MAIL TO:

[Community Transit Mailing Address]

Filed for Record at Request of
[____________ Title Company]
Order Number: _____________

BARGAIN AND SALE DEED

Grantor: City of Everett, Washington

Grantee: Snohomish County Public Transportation Benefit Area Corporation (dba Community Transit

Abbreviated Legal:

Additional Legal(s) on page:

Assessor's Tax Parcel Number(s):

The GRANTOR, City of Everett, a Washington municipal corporation, for and in consideration of Ten dollars and other good and valuable consideration in hand paid, conveys and warrants to Snohomish County Public Transportation Benefit Area Corporation (dba Community Transit) the following described real estate, situated in the County of Snohomish, State of Washington:

AS SET FORTH IN EXHIBIT A
WHICH IS INCORPORATED BY THIS REFERENCE

Dated: ______________, 20__

[ADD SIGNATURE BLOCK AND NOTARY BLOCK]

[ADD EXHIBIT A – FULL LEGAL DESCRIPTIONS]

ATTACHMENT E-6
FORM OF ASSIGNMENT AND ASSUMPTION OF EVERETT STATION LEASES

This ASSIGNMENT OF LEASES (“**Assignment**”) is entered into as of _____, 20__, by and between the City of Everett, a Washington municipal corporation (“**Assignor**” or “**Grantor**”) and Snohomish County Public Transportation Benefit Area Corporation, a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW (dba Community Transit) (“**Assignee**” or “**Grantee**”). This Assignment is made pursuant to the Interlocal Agreement for Annexation, dated _____, 20__, by and between Assignee and Assignor (the “**Agreement**") for the purpose of transferring all of the Everett Station Leases that are listed in ***Attachment E-4*** to the Agreement.

RECITALS

This Assignment is entered into on the basis of the following facts:

A. In connection with the Agreement and the annexation of the territory within the corporate boundaries of the City of Everett into Community Transit, Assignor, as Lessor, has entered into certain Leases, with the tenants identified on ***Attachment E-4*** to the Agreement, which is incorporated into this Assignment by this reference, pursuant to which Lessor demised to such tenants certain real property in the City of Everett, County of Snohomish, State of Washington, more particularly described on **Schedule 1**, attached hereto and made part hereof by this reference (the "**Property**"). These tenant leases are collectively referred to herein as the "**Everett Station Leases**."

B. , Assignor is selling and conveying its fee interest in and to the Property to Assignee and, in conjunction with such sale, Assignor has agreed to assign its interest as Lessor under the Leases to Assignee and Assignee has agreed to assume the obligations of the Lessor under the Leases, all as more particularly set forth in this Assignment.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Everett Station Leases.
2. **Acceptance of Assignment and Assumption of Obligations**. Assignee hereby accepts the assignment of the Lessor's interest under the Everett Station Leases and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Everett Station Leases.
3. **Further Assurances**. It is specifically agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations to be performed and/or discharged in connection with the Everett Station Leases after the date of this Assignment. The parties agree to execute any further documentation reasonably required to vest in Assignee the interests conveyed hereunder.

4. **Law; Binding Effect**. This Assignment is governed by and construed in accordance with the laws of the State of Washington and shall inure to and be binding upon the parties hereto and their respective heirs, successors, and assigns.
5. **Effective Date**. The effective date of this Assignment is the Annexation Date as defined in the Agreement (the "Effective Date").
6. **Multiple Counterparts**. This Assignment may be executed [manually, if required under law, or electronically, if permitted under law,] in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the Effective Date defined above.

AS ASSIGNOR: **CITY OF EVERETT**	AS ASSIGNEE: **COMMUNITY TRANSIT**
By: ________________________________ Mayor	By: ________________________________ Chief Executive Officer
Date: ______________________________	Date: ______________________________

[ADD NOTARY BLOCKS FOR EACH SIGNATURE OR SIGNATURE PAGE]

ATTACHMENT E-7
MAINTENANCE AND OPERATIONS CENTER LEASE

EVERETT

This Lease is made as of the date of the last signature below ("***Effective Date***"), 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	Community Transit Attn: Sara Sowa *2312 W. Casino Rd* Everett, WA 98204 Sara.Sowa@commtrans.org
Base Rent	$300,000 per Lease Year
Security Deposit	$ **0** (if "0" or left blank, then there is no security deposit)
Leased Premises	The Leased Premises are legally described as follows, including all buildings and improvements thereon: Block 749, Everett Land Company's First Addition to City of Everett (including all alleys located therein). Situate in Snohomish County, Washington. Parcel No.: 00439075400100. The Leased Premises are depicted in Exhibit A attached hereto.
Commencement Date	The same date as the "Annexation Date," as defined the parties' Interlocal Agreement for Annexation Between City of Everett and Community Transit executed contemporaneously with this Lease (the "***Master ILA***").
Term	The Term begins on the Commencement Date and ends five years thereafter, unless terminated or extended as set forth below. In this Lease, a "Lease Year" is period starting on the Commencement Date (or anniversary thereof) and ending 12 months after. For example, if the Commencement Date is April 1, 2027, the first Lease Year is April 1, 2027 to March 31, 2028; the second Lease Year is April 1, 2028 to March 31, 2029; etc.).

Extension Terms	Provided Tenant is not in default of any provision of the Lease beyond the applicable cure period at the time Tenant exercises the option to extend this Lease, Tenant shall have the option to extend the term of this Lease by two one-year extension terms (each, an "Extension Term"). For clarity, this means that at maximum the Lease could be extended until the fourth anniversary of the Commencement Date. If Tenant desires to exercise its option to extend the Lease, Tenant shall provide written notice of the election to Landlord at least six (6) months prior to the expiration of the original Lease term, or Extension Term then in effect, if applicable. Any Extension Term shall be subject to all provisions of this Lease. Base Rent during an Extension Term is $300,000 per Lease Year.
Approved Use	Transit purposes
Special Termination Right	Tenant acknowledges that Landlord may sell the Leased Premises during the Term, in which case Landlord has the option to terminate this Lease. In order to exercise the option, Landlord must deliver written notice of termination to Tenant, which shall cause this Lease to terminate (a) on the date that is six months after the date of delivery of the termination notice or (b) the end of the fourth Lease Year, whichever of (a) and (b) is later. No later than 30 days after the Lease termination date, Landlord will, if the Lease termination date is mid-Lease Year and Tenant has paid Landlord the $300,000 Base Rent for that Lease Year in advance, deliver to Tenant a prorated refund of that Base Rent calculated as follows: $300,000 x (days remaining in Lease Year after Lease termination date/365). Any other prepaid Rent will be refunded in the same manner.
Landlord Notice Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Bldg. 100 Everett, WA 98201
Services Provided by Landlord	None. Tenant is responsible for all services and utilities, including electricity, water, sewer, trash collection, and internet.
License Related to Bus Chargers	This Lease includes the License Related to Bus Chargers in attached <u>Exhibit B</u>

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. 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, (b) Tenant is not relying on any representations or warranties by any person regarding the Leased Premises, and (c) Landlord has no obligation to construct any improvements to the Leased Premises.

3. TERM. Subject to any extension options and any termination rights under this Lease, the term of this Lease is for the Term stated in Section 1 of this Lease.

4. RENT. During the term of this Lease, Tenant shall pay the Base Rent in advance on the following dates: Commencement Date (for first Lease Year), first anniversary of the Commencement Date (for second Lease Year), second anniversary of the Commencement Date (for third Lease Year), third anniversary of the Commencement Date (for fourth Lease Year), fourth anniversary of the Commencement Date (for fifth Lease Year), fifth anniversary of the Commencement Date (for first Extension Term, if exercised), and sixth anniversary of the Commencement Date (for second Extension Term, if exercised). Payment shall be 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. If any rent is, at any time, twenty (20) or more days past due, Tenant shall pay a late charge equal to five percent (5%) of the past due rent. Rent for partial Lease Years, 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 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 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 structures of building(s) of the Leased Premises and shall maintain Leased Premises parking lots 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 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 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.

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 Leased Premises and the real property upon which it is situated. If Landlord so assigns this Lease or sells or transfers the Leased Premises, 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. It is understood that Tenant is receiving the property as an operating transit facility and upon surrender it will be returned in a similar condition and that Tenant will not be responsible to return Premises to a "pre-transit" condition.

(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 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 to the extent caused by or resulting from the 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 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) 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).

(iv) Requirements. 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.

(b) Failure to Maintain. 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.

(c) No Waiver. 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.

(d) 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.

(e) Self-Insurance or Risk Pool. If Tenant is a public entity with a self-insurance program or is part of a risk pool, Tenant may submit evidence thereof to Landlord for approval, which will not be unreasonably withheld. Upon approval, the provisions of this Article 16 no longer apply for coverages covered by the self-insurance or risk pool.

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 Leased Premises is damaged by Casualty and more than fifty percent (50%) of the Leased Premises is rendered untenantable, 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 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, 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 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; provided, however, Tenant shall be permitted without notice or Landlord's written consent to handle, store, use or dispose of products containing quantities of Hazardous Materials used by Tenant 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. 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 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 and (ii) restore the Leased Premises to their condition existing prior to the appearance of such use, sale, release, generation or disposal of Hazardous Materials. It is understood that Landlord has operated the Premises for a transit purpose prior to this Lease and Tenant is not responsible for any hazardous materials located at the Premises prior to Tenant taking occupancy pursuant to this Lease.

(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 any property in the vicinity of the Leased Premises, 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, 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.

(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. NOT USED

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. 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. If any lien is filed against the Leased Premises 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 Leased Premises.

(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 pages(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

EVERETT
STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
March 1, 2025

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 _________________________

<u>TENANT</u>:

SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (COMMUNITY TRANSIT), a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW

Signature: _____________________________

Name of Signer: Enter signer's name
Title of Signer: Enter title

STATE OF WASHINGTON
} ss.
COUNTY OF ______________________

This record was acknowledged before me on ____________________, 20___ by ___________________________ as the ___________ of ________________, a ________________.

[*Stamp Below*]

____
Signature

NOTARY PUBLIC in and for the State of Washington

My Commission Expires ___________________________

EXHIBIT A

Leased Premises are bounded by 32nd St., Pine St., Cedar St., and 33rd St.

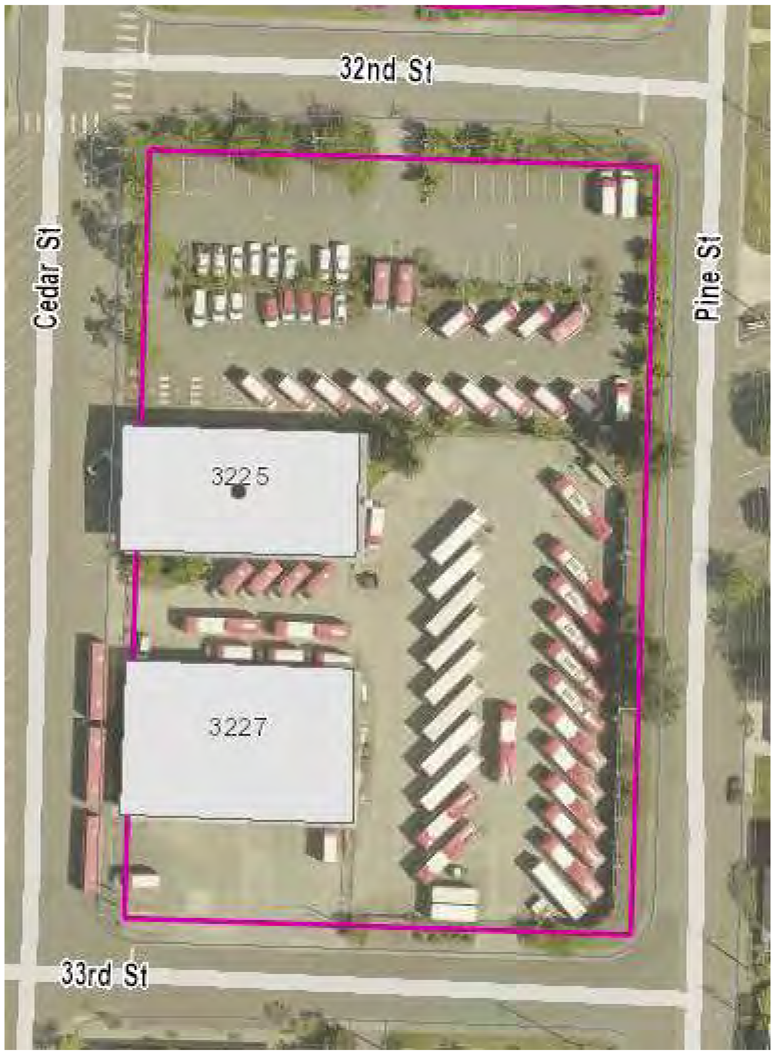

EXHIBIT B

LICENSE RELATED TO BUS CHARGERS

This License Related to Bus Chargers ("***License***") is part of the Lease to which this License is attached as Exhibit B. Capitalized terms in this License have the same meaning as in the Lease. This License concerns bus chargers located on Landlord's property on the other side of Cedar Street from the Leased Premises. These chargers will become the Tenant's property on an as-is basis on the Annexation Date as set forth in the Master ILA. The purpose of this License to allow Tenant to access and operate Tenant's chargers during the Lease Term.

1. **LICENSED PROPERTY**. Landlord licenses to Tenant the Licensed Property as depicted in the second page of this License. The Licensed Property includes access via the 33rd Street to the Licensed Property. This License includes permission to operate Tenant's bus chargers located within the Licensed Property. Tenant has examined the Licensed Property (including the chargers) and is in all respects familiar with the Licensed Property and the improvements in the Licensed Property. Tenant accepts the Licensed Property and its improvements in their "as is" condition. Tenant bears all risk of any and all damage and loss to Tenant's property (including the chargers) being on the Licensed Property, including without limitation all risk related to the chargers.

2. **TERM.** The Term of this License is the same as the Lease. This License terminates when the Lease terminates unless a mutually agreeable extension of the license term is executed in writing.

3. **RENT**. The rent under this License is deemed included in the Base Rent required under the Lease.

4. **USE**. Tenant shall use the Licensed Property only for charging buses with Tenant's chargers and for parking buses during the charging process. Tenant shall not use or permit the use of the Licensed Property for any other use without the prior written consent of Landlord, which may be withheld at Landlord's sole discretion. Bus charging shall not unreasonably interfere with Landlord use of the Licensed Property and Landlord's adjacent properties, including without limitation utilities and travel.

5. **OPERATION, REPAIR, AND MAINTENANCE OF BUS CHARGERS**. Because the chargers are Tenant's property, Tenant is solely responsible for the operation, repair and maintenance of the chargers during the Term.

6. **COMPLIANCE WITH LAW**. Tenant shall not do anything or permit anything to be done in or about the Licensed Property which will in any way violate or conflict with any applicable federal, state or local law.

7. **INSPECTION AND RIGHT-OF-ENTRY**. Landlord and its agents shall have the right, but not the duty, to inspect the Licensed Property at any time to determine whether Tenant is complying with the terms of this License. Landlord reserves the right to make repairs, alterations, connections or extensions to the Licensed Property as Landlord deems necessary, and Tenant shall permit Landlord to enter the Licensed Property for this purpose at any time.

8. **ALTERATIONS**. Tenant shall not make or permit to be made any alterations, additions, improvements or installations in or to the Licensed Property, without first obtaining the written consent of Landlord, which may be withheld in Landlord's sole discretion.

9. **SUBLETTING AND ASSIGNMENT**. This License is not separable from the Lease. This License is deemed assigned if the Lease is assigned.

10. **SURRENDER OF LICENSED PROPERTY**. Tenant shall, at the expiration or earlier termination of this License, surrender and deliver the Licensed Property 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 occupancy by any person. With respect to the chargers, Tenant at Tenant's option may at the end of the Term either remove the chargers (and repair any damage caused by such removal) or abandon the chargers in place.

11. **ELECTRICITY**. Tenant is responsible to pay Landlord (or the electricity provider, as the case may be) for all electricity used by the chargers during the Term.

12. **NATURE OF LICENSE**. Landlord does not warrant its title or ownership of the Licensed Property. This License is not exclusive. Landlord is not prohibited from granting permission to others to occupy or use portions of the Licensed Property where such uses are not inconsistent with this License. No possessory interest is granted to Tenant in the License Property. Landlord reserves all rights not expressly granted by this License. This License does not create any rights in any third party.

13. **OTHER PROVISIONS**. Lease Sections 15 (Indemnification), 16 (Insurance/Waiver of Subrogation), 21 (Hazardous Materials), and 23 (Miscellaneous) apply to this License and to the Licensed Property and to Tenant's use of the Licensed Property to the same extent as to the Leased Premises and the Lease.

DEPICTION OF LICENSED PROPERTY

The Licensed Property is the property bounded by blue lines below, including the bus chargers. Licensed Property does not include any portion of any building.

The Licensed Property is located in Everett, WA on Parcel Nos. 00439075500100 and 00439075600100.

ATTACHMENT E-8

FORM OF ASSIGNMENT AND ASSUMPTION OF OTHER REAL PROPERTY INTERESTS

This ASSIGNMENT OF OTHER REAL PROPERTY INTERESTS ("**Assignment**") is entered into as of _____, 20__, by and between the City of Everett, a Washington municipal corporation ("**Assignor**" or "**Grantor**") and Snohomish County Public Transportation Benefit Area Corporation, a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW (dba Community Transit) ("**Assignee**" or "**Grantee**"). This Assignment is made pursuant to the Interlocal Agreement for Annexation, dated _____, 20__, by and between Assignee and Assignor (the "**Agreement''**) for the purpose of transferring all of the ET Other Real Property Interests that are listed in ***Attachment E-3*** to the Agreement.

RECITALS

This Assignment is entered into on the basis of the following facts:

A. In connection with the Agreement and the annexation of the territory within the corporate boundaries of the City of Everett into Community Transit, Assignor, as Lessor, has identified certain recorded real property interests held by Everett for the benefit of Everett Transit that reflect less than fee simple ownership (such as easements) listed in ***Attachment E-3*** to the Agreement, which is incorporated by this reference (the "**ET Other Real Property Interests**").

B. The ET Other Real Property Interests are to be transferred or assigned to Community Transit as set forth in the Agreement.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest under the ET Other Real Property Interests.

2. **Acceptance of Assignment and Assumption of Obligations**. Assignee hereby accepts the assignment of the Assignor's interest under the ET Other Real Property Interests and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Assignor, if any, under the ET Other Real Property Interests.

3. **Further Assurances**. It is specifically agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations to be performed and/or discharged in connection with the ET Other Real Property Interests after the Annexation Date. The parties agree to execute any further documentation reasonably required to vest in Assignee the interests conveyed hereunder.

4. **Law; Binding Effect**. This Assignment is governed by and construed in accordance with the laws of the State of Washington and shall inure to and be binding upon the parties hereto and their respective heirs, successors, and assigns.

5. **Effective Date**. The effective date of this Assignment is the Annexation Date as defined in the Agreement (the "Effective Date").

6. **Multiple Counterparts**. This Assignment may be executed [manually, if required under law, or electronically, if permitted under law,] in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the Effective Date defined above.

AS ASSIGNOR: **CITY OF EVERETT**	AS ASSIGNEE: **COMMUNITY TRANSIT**
By: ________________________________ Mayor	By: ________________________________ Chief Executive Officer
Date: ______________________________	Date: ______________________________

[ADD NOTARY BLOCKS FOR EACH SIGNATURE OR SIGNATURE PAGE]

ATTACHMENT F-1

SCHEDULE OF EVERETT TRANSIT CONTRACTS AND INTANGIBLE PERSONAL PROPERTY

General	
All currently in force Everett Transit grants and agreements with **Federal Transit Administration** *[to be updated with list]*	
All currently in force Everett Transit grants and agreements with **WSDOT** *[to be updated with list. Includes those related to: CTR, Green Transportation Grants, World Cup 2026, Bus & Bus Facilities, Paratransit Operations, Transit Support, Everett Station]*	
All currently in force Everett Transit contracts with **Sound Transit** *[to be updated with list. Includes Operations & Maintenance Agreement, Lot F, South Everett Freeway Station]*	
All currently in force Everett Transit contracts with **WSTIP** *[to be updated with list]*	
All currently in force Everett Transit contracts with **Snohomish PUD** *[to be updated with list]*	
All currently in force Everett Transit contracts with **WSTA** *[to be updated with list. Includes WSTA - FuSE Clean Credits]*	
All currently in force Everett Transit contracts relating to **ORCA/RRFP** *[to be updated with list]*	
All currently in force Everett Transit contracts with **Greyhound/Flixbus** *[to be updated with list]*	
All currently in force Everett Transit contracts with **Amtrak** *[to be updated with list]*	
Technology *[contracts with the following entities, to be updated]*	
ChargePoint	FCC
Gillig	Trapeze Software Group
Uniguest	Luminator
Strategic Mapping	Arcules
Schedule Masters	Microsoft Office
TMS Online	FASTER
Carahsoft for Swiftly	Carahsoft for Remix
Day Wireless	
Fleet Maintenance *[contracts with the following entities, to be updated]*	
Cummins Inc.	Rhombus Energy Solutions, Inc.
Equipment Sales Company, Inc.	Peak ThermoKing- Seattle
The W.W. Williams Company, LLC	Allison Transmissions
Northwest Equipment Group	Tire Retreading Services
Marketing, Outreach & Customer Service Programs *[contracts with the following entities, to be updated]*	
Imagine Children's Museum	Lamar
Consolidated Press	
Capital Projects *[to be updated]*	
FORMA	HVAC system update

ATTACHMENT F-2
SCHEDULE OF ET ROLLING STOCK

Capital GL	Tag Number	Description	Acquisition Cost	Book Value-Fed Grants	Book Value-State Grants	Book Value-Local funds
4251875000000	B0045	2011 BRAUN ENTERVAN LOWERED FLOOR MINIVAN FOR 5 PASSENGERS AND 2 WHEELCHAIR STATIONS WITH POWER RAMP/KNEELING	59,915	-	-	3,994
4251875000000	B0046	2011 BRAUN ENTERVAN LOWERED FLOOR MINIVAN FOR 5 PASSENGERS AND 2 WHEELCHAIR STATIONS WITH POWER RAMP/KNEELING	59,915	-	-	3,994
4251875000000	B0052	Ford E450 SD Cut Bus Paratransit Aerotech; Roadrunner Camera	87,858	-	-	-
4251875000000	B0053	Ford E450 SD Cut Bus Paratransit Aerotech; Roadrunner Camera	87,858	-	-	-
4251875000000	B0054	Ford E450 SD Cut Bus Paratransit Aerotech; Roadrunner Camera	87,858	-	-	-
4251875000000	B0055	2018 Ford E450 SD Cut Bus	97,227	-	-	-
4251875000000	B0056	2018 Ford E450 SD Cut Bus	95,997	-	-	-
4251875000000	B0057	2018 Ford E450 SD Cut Bus	95,997	-	-	-
4251875000000	B0058	2018 Ford E450 SD Cut Bus	95,996	-	-	-
4251875000000	B0059	2019 FORD E450 SD CUT BUS	102,304	19,013	-	6,563
4251875000000	B0060	2019 FORD E450 SD CUT BUS	100,976	19,013	-	6,231
4251875000000	B0061	2019 FORD E450 SD CUT BUS	100,888	19,013	-	6,208
4251875000000	B0062	2019 FORD E450 SD CUT BUS	100,888	19,013	-	6,208
4251875000000	B0063	2019 FORD E450 SD CUT BUS	100,888	19,013	-	6,208
4251875000000	B0064	2019 FORD E450 SD CUT BUS	100,888	19,013	-	6,208
4251875000000	B0065	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0066	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0067	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0068	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0069	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0070	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0071	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0072	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0073	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0074	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0075	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230

Capital GL	Tag Number	Description	Acquisition Cost	Book Value-Fed Grants	Book Value-State Grants	Book Value-Local funds
4251875000000	B0076	2019 FORD E450 SD CUT BUS	100,974	19,013	-	6,230
4251875000000	B0077	2010 FD ELDORADO	16,810	-	-	-
4251875000000	B0200	2007 40-FT LOW FLOOR BUS	376,913	-	-	-
4251875000000	B0202	2007 40-FT LOW FLOOR BUS	376,913	-	-	-
4251875000000	B0203	2007 40-FT LOW FLOOR BUS	376,913	-	-	-
4251875000000	B0204	2012 HEAVY DUTY BUS	491,644	-	-	-
4251875000000	B0205	2012 HEAVY DUTY BUS	491,644	-	-	-
4251875000000	B0206	Refurbished 2011 Gillig 40' diesel Transit Bus	366,099	-	-	366,099
4251875000000	B0207	Refurbished 2011 Gillig 40' diesel Transit Bus	367,358	-	-	367,358
4251875000000	B0301	2006 GILLIG; LOW FLOOR 35'X102"; HEAVY DUTY TRANSIT BUS	320,854	-	-	-
4251875000000	B0303	2006 GILLIG; LOW FLOOR 35'X102"; HEAVY DUTY TRANSIT BUS	320,854	-	-	-
4251875000000	B0304	2006 GILLIG; LOW FLOOR 35'X102"; HEAVY DUTY TRANSIT BUS	320,854	-	-	-
4251875000000	B0305	2006 GILLIG; LOW FLOOR 35'X102"; HEAVY DUTY TRANSIT BUS	320,854	-	-	-
4251875000000	B0309	2008 Gillig 35 Transit bus	307,354	-	-	286,864
4251875000000	B0310	2008 Gillig 35 Transit bus	307,354	-	-	286,864
4251875000000	B0311	2008 Gillig 35 Transit bus	307,354	-	-	286,864
4251875000000	B0312	2008 Gillig 35 Transit bus	307,354	-	-	286,864
4251875000000	B0313	2008 Gillig 35 Transit bus	307,354	-	-	286,864
4251875000000	B0314	Refurbished 2011 Gillig 35' diesel Transit Bus	356,064	-	-	356,064
4251875000000	B0315	Refurbished 2011 Gillig 35' diesel Transit Bus	354,289	-	-	354,289
4251875000000	B0316	Refurbished 2011 Gillig 35' diesel Transit Bus	353,978	-	-	353,978
4251875000000	B0317	Refurbished 2011 Gillig 35' diesel Transit Bus	352,871	-	-	352,871
4251875000000	B0318	Refurbished 2011 Gillig 35' diesel Transit Bus	352,418	-	-	352,418
4251875000000	B0500	2009 HYBRID BUS	598,501	-	-	-
4251875000000	B0502	2009 HYBRID BUS	598,501	-	-	-
4251875000000	B0503	2013 HYBRID	680,143	-	-	-
4251875000000	B0504	2013 HYBRID	680,143	-	-	-
4251875000000	B0505	2013 HYBRID	680,143	-	-	-
4251875000000	B0506	2013 HYBRID	680,143	-	-	-

Capital GL	Tag Number	Description	Acquisition Cost	Book Value-Fed Grants	Book Value-State Grants	Book Value-Local funds
4251875000000	B0507	2013 HYBRID	680,143	-	-	-
4251875000000	B0508	2013 HYBRID	680,143	-	-	-
4251875000000	B0509	2013 HYBRID	680,143	-	-	-
4251875000000	B0730	2022 GILLIG ELECTRIC BUS 35	968,578	667,064	-	107,798
4251875000000	B0731	2022 GILLIG ELECTRIC BUS 35	966,476	667,064	-	106,117
4251875000000	B0732	2022 GILLIG ELECTRIC BUS 35	968,578	667,064	-	107,798
4251875000000	B0733	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	-	259,197
4251875000000	B0734	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	-	259,197
4251875000000	B0735	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	-	259,197
4251875000000	B0736	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	-	259,197
4251875000000	B0737	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	-	259,197
4251875000000	B0740	2022 GILLIG ELECTRIC BUS 40	973,830	670,698	-	108,366
4251875000000	B0741	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	-	106,684
4251875000000	B0742	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	-	106,684
4251875000000	B0743	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	-	106,684
4251875000000	B0744	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	-	106,684
4251875000000	B0745	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	-	106,684
4251875000000	B0746	2022 GILLIG ELECTRIC BUS 40	987,225	668,176	-	121,604
4251875000000	B0747	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0748	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0749	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0750	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0751	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0752	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0753	2025 Gillig 40' fixed route Electric Transit Bus	1,299,064	-	951,303	239,506
4251875000000	B0754	2025 Gillig 40' fixed route Electric Transit Bus	1,298,397	-	951,303	238,895
4251875000000	B0755	2025 Gillig 40' fixed route Electric Transit Bus	1,298,397	-	951,303	238,895
TOTAL -- ACQUISITION COST / FED GRANT / STATE GRANT / LOCAL / BOOK VALUE			**43,891,162**	**12,218,160**	**8,561,727**	**8,593,191**

Capital GL	Tag Number	Description	Acquisition Cost	Book Value-Fed Grants	Book Value-State Grants	Book Value-Local funds
4251875000000	Tag Number TBD 1	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 2	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 3	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 4	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 5	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 6	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 7	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 8	2028 Hybrid Bus	1,316,478	1,119,006		197,472
4251875000000	Tag Number TBD 9	2028 Hybrid Bus	1,316,478	1,119,006		197,472
TOTAL REV VEHICLES ON ORDER -- ACQ. COST / FED GRANT / STATE GRANT / LOCAL / BOOK VAL			**11,848,298**	**10,071,054**	**-**	**1,777,244**
GRAND TOTAL REV VEHICLES -- ACQ. COST / FED GRANT / STATE GRANT / LOCAL / BOOK VALUE			**55,739,460**	**22,289,214**	**8,561,727**	**10,370,435**

ATTACHMENT F-3
FEDERAL INTEREST ROLLING STOCK

Capital GL	Tag Number	Description	Acquisition Cost	Book Value-Fed Grants	Book Value-Local funds
4251875000000	B0059	2019 FORD E450 SD CUT BUS	102,304	19,013	6,563
4251875000000	B0060	2019 FORD E450 SD CUT BUS	100,976	19,013	6,231
4251875000000	B0061	2019 FORD E450 SD CUT BUS	100,888	19,013	6,208
4251875000000	B0062	2019 FORD E450 SD CUT BUS	100,888	19,013	6,208
4251875000000	B0063	2019 FORD E450 SD CUT BUS	100,888	19,013	6,208
4251875000000	B0064	2019 FORD E450 SD CUT BUS	100,888	19,013	6,208
4251875000000	B0065	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0066	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0067	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0068	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0069	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0070	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0071	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0072	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0073	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0074	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0075	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0076	2019 FORD E450 SD CUT BUS	100,974	19,013	6,230
4251875000000	B0730	2022 GILLIG ELECTRIC BUS 35	968,578	667,064	107,798
4251875000000	B0731	2022 GILLIG ELECTRIC BUS 35	966,476	667,064	106,117
4251875000000	B0732	2022 GILLIG ELECTRIC BUS 35	968,578	667,064	107,798
4251875000000	B0733	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	259,197
4251875000000	B0734	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	259,197
4251875000000	B0735	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	259,197
4251875000000	B0736	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	259,197
4251875000000	B0737	2025 Gillig 35' G28B Electric Bus	1,295,671	1,036,474	259,197
4251875000000	B0740	2022 GILLIG ELECTRIC BUS 40	973,830	670,698	108,366
4251875000000	B0741	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	106,684
4251875000000	B0742	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	106,684
4251875000000	B0743	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	106,684
4251875000000	B0744	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	106,684

4251875000000	B0745	2022 GILLIG ELECTRIC BUS 40	971,728	670,698	106,684
4251875000000	B0746	2022 GILLIG ELECTRIC BUS 40	987,225	668,176	121,604
TOTAL -- ACQUISITION COST / FED GRANT / STATE GRANT / LOCAL / BOOK VALUE			**18,020,196**	**12,218,160**	**2,493,474**

Capital GL	Tag Number	Description	Acquisition Cost	Book Value-Fed Grants	Book Value-Local funds
4251875000000	Tag Number TBD 1	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 2	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 3	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 4	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 5	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 6	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 7	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 8	2028 Hybrid Bus	1,316,478	1,119,006	197,472
4251875000000	Tag Number TBD 9	2028 Hybrid Bus	1,316,478	1,119,006	197,472
TOTAL REV VEHICLES ON ORDER -- ACQ. COST / FED GRANT / LOCAL BOOK VALUE			**11,848,298**	**10,071,054**	**1,777,244**
TOTAL - FEDERAL INTEREST REV VEHICLES -- ACQ. COST / FED GRANT / LOCAL BOOK VALU			**29,868,494**	**22,289,214**	**4,270,718**

ATTACHMENT F-4
SCHEDULE OF ET OTHER TANGIBLE PERSONAL PROPERTY

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251780000000	IF00194	Transit INDUCTIVE CHARGING at College Station and Seaway Transit Center JC#TRINDUC	12/31/2024	$ 3,923,735	$ 3,596,757
4251780000000	IF00207	Electric bus Charging Stations	12/31/2025	$ 1,248,997	$ 1,248,997
GRAND TOTAL -- ACQUISITION COST / BOOK VALUE				**$ 5,172,731**	**$ 4,845,754**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251762000000	OT00008	Cedar Street Parking	8/1/1999	47,027	6,270
4251762000000	OT00006	Transit Parking Lot	6/1/1991	104,000	-
4251762000000	OT00007	Transit Parking Lot	4/1/1993	733,159	-
4251760560000	OT00047	PARKING LOTS AND LAND IMPROVEMENTS	4/1/2002	12,422,512	4,969,005
TOTAL: Parking Facilities					**4,975,275**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251761000000	OT00267	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00266	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00265	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00263	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00261	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00260	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00259	BUS SHELTER; 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-

4251761000000	OT00255	BUS SHELTER, 10'X5' CANTILEVERED; SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00254	BUS SHELTER; 10'X5' CANTILEVERED, SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00251	BUS SHELTER; CANTILEVERED, SOLAR LIGHTING	8/11/2009	5,446	-
4251761000000	OT00296	SHELTER; CANTILEVERED FORMED ROOF	9/20/2011	5,520	-
4251761000000	OT00295	SHELTER; CANTILEVERED FORMED ROOF	9/20/2011	5,520	-
4251761000000	OT00294	SHELTER; CANTILEVERED FORMED ROOF	9/20/2011	5,520	-
4251761000000	OT00290	SHELTER; CANTILEVERED FORMED ROOF	9/20/2011	5,520	-
4251761000000	OT00289	SHELTER; CANTILEVERED FORMED ROOF	9/20/2011	5,520	-
4251761000000	OT00288	SHELTER; CANTILEVERED FORMED ROOF	9/20/2011	5,520	-
4251761000000	OT00299	SHELTER; CANTILEVERED FORMED ROOF	12/31/2011	5,520	-
4251760560000	OT00210	SMITH AVE PEDESTRIAN CROSSING	6/12/2006	6,414	-
4251870560000	BC06303	TRANSPORTATION MILESTONES OF EVERETT IN 1895: INCLUDING THE FUTURE	2/15/2002	7,500	-
4251761000000	OT00002	Bus Turnouts	7/8/1987	8,355	-
4251761000000	OT00004	Bus Turnouts	6/6/1989	22,471	-
4251761000000	OT00003	Bus Turnouts	10/1/1988	38,537	-
4251726000000	BU00178	CASINO RD COMFORT STATION	11/1/2009	56,480	20,333
4251760000000	OT00046	HEWITT AVENUE IMPROVEMENTS	12/31/2002	91,948	-
4251762000000	OT00208	SOUTH EVERETT TRANSIT CENTER @ EVERETT MALL	2/28/2006	218,262	-
4251780000000	IF00157	NORTH BROADWAY TRANSIT IMPROVEMENT PROJECT	7/1/2019	2,518,421	2,216,211
4251762000000	OT00244	NORTH EVERETT TRANSIT CENTER	6/15/2008	3,258,866	-
TOTAL: Transit Facilities					**2,236,544**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251760000000	OT00399	Equipment plus installment on buses that provide location information, passenger counts, and stop announcements, wire harness replacement	10/18/2023	500,155	357,254
4251780000000	IF00210	Simme Seat Project	12/31/2025	357,249	357,249
4251870000000	BC11697	Onboard Validator , Mounting System and Installation Kit (including 34 pieces)	8/31/2023	83,157	59,398
4251870000000	BC11698	Driver Display Unit, mounting system and installation kit (including 34 pieces and additional 3 mounting system)	8/31/2023	40,075	28,625
TOTAL: Bus Equipment					**802,526**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251780000000	IF00102	TRANSIT SIGNAL PRIORITY SYSTEM	11/30/2011	1,917,502	575,250
4251780000000	IF00209	Electronic signs	12/31/2025	133,837	133,837
4251760000000	OT00347	TRANSIT DIGITAL RADIO & DISPATCH SYSTEM	11/1/2013	292,479	58,496
4251870000000	BC11696	Fargo HDP5600 ID Card Printer & Encoder (CSO)	7/13/2023	7,543	5,388
4251871000000	BC09792	RUCKER HILL REPEATER INCL: PRESELECTOR, GPS, TELEWAVE ANTENNA, iTALKIE DISPATCH, MOTOROLA TRBO CNTRL STATION	11/1/2013	17,427	3,485
4251915000000	SOFT0026	RIDE CHECK PLUS DATA ANALYSIS	4/8/2015	61,698	-
4251760000000	OT00302	ITS SYSTEM INCL ELECTRONIC SIGNAGE	6/30/2012	739,949	-
4251760000000	OT00300	MDT/IVR SYSTEM	6/30/2012	331,520	-
4251763000000	OT00209	ACCESS MANAGMENT SYSTEM	1/31/2006	16,485	-
4251915000000	IF00093	TMS operation module	5/12/2010	33,555	-

4251873000000	BC13977	Palo Alto Perp BDL VM300 SW SU	12/21/2017	10,979	-
4251870560000	BC11213	MTR Base Radio, VHF 1000W power, Duplexer VHF, Preselector VHF; MODEL-MTR3000	2/28/2017	13,682	-
TOTAL: Technology Misc					**776,456**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251760000000	OT00282	FENCE ADDED AT COLLEGE STATION	9/29/2011	5,177	-
4251871000000	BC11688	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11687	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11686	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11685	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11684	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11683	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11682	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11681	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11680	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11679	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC11678	HC5 Single Station with Foot Pedal and 5 year Warranty	5/24/2023	5,190	2,076
4251871000000	BC09800	24X8 STORAGE CONTAINER R-13 INSULATED	11/2/2015	5,872	-

4251871000000	BC09804	24X8 STORAGE CONTAINER R-13 INSULATED	11/2/2015	5,872	-
4251871000000	BC09803	24X8 STORAGE CONTAINER R-13 INSULATED	11/2/2015	5,872	-
4251871000000	BC09802	24X8 STORAGE CONTAINER R-13 INSULATED	11/2/2015	5,872	-
4251871000000	BC09801	24X8 STORAGE CONTAINER R-13 INSULATED	11/2/2015	5,872	-
4251763000000	OT00225	ENHANCEMENT OF NW PUMP #1	10/30/2007	11,822	-
4251870560000	BC06474	THREE GARDEN STATUES - "Pillars of Industry"	7/27/2004	14,299	-
4251763000000	OT00226	ENHANCEMENT TO NE PUMP #9	10/30/2007	20,415	-
4251870000000	BC11778	24V-DC Battery Powered Self-Contained Vehicle Wash Machine	11/5/2024	37,000	33,300
4251871000000	BC09796	BITIMEC BUS WASH	1/27/2014	40,513	-
4251871000000	BC09795	BITIMEC BUS WASH	1/27/2014	40,513	-
4251760000000	OT00384	HIGH SECURITY FENCING WITH GATE AT 3700 SMITH ST	7/1/2021	40,549	29,736
4251762000000	OT00366	BUS CONCRETE PARKING PAD	12/13/2017	124,864	74,919
4251760000000	OT00398	NEW FENCING IN TRANS OPS INCL 2 DRIVEWAY IN PINE ST	12/31/2022	176,681	141,345
TOTAL: Facilities Misc					**302,134**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251875000000	V0340	2019 RAM 3500HD	7/1/2020	74,940	49,960
4251875000000	V0368	2022 Ford Mustang Mach E electric SUV	10/25/2022	55,064	38,545
4251875000000	V0299	2018 FORD POLICE UTILITY	9/5/2018	54,636	29,139
4251875000000	V0300	2018 FORD POLICE UTILITY	9/5/2018	54,636	29,139
4251875000000	J0185	FORD F450 XL REG X2	7/14/2021	48,555	29,133
4251875000000	V0374	2023 FORD ESCAPE SE AWD	5/23/2023	33,902	27,121
4251875000000	S0167	2023 CLUB CAR CARRYALL FLTBED	5/5/2023	27,017	18,912
4251875000000	B0077	2010 FD ELDORADO	12/23/2019	16,810	-

4251875000000	S0166	2023 CLUB CAR CARRYALL FLTBED	5/5/2023	26,920	18,844
4251875000000	V0278	FORD ESCAPE SE AWD 2017 WHITE	9/6/2016	24,865	9,946
4251875000000	V0237	2012 FORD FACILITIES MAINTENANCE TRUCK	10/17/2012	39,518	5,269
4251875056000	V0235	2012 CHEVROLET COLORADO CREW LT - WHITE	11/23/2011	26,566	1,771
4251875000000	V0228	2010 FORD ESCAPE HYBRID	10/5/2010	33,430	-
4251875000000	T0060	2009 FLAT-BED TRAILER at Main Base	8/12/2009	17,553	-
4251875000000	A0057	2010 TOYOTA PRIUS	3/5/2010	26,636	-
4251875000000	B0046	2011 BRAUN ENTERVAN LOWERED FLOOR MINIVAN FOR 5 PASSENGERS AND 2 WHEELCHAIR STATIONS WITH POWER RAMP/KNEELING	9/28/2011	59,915	3,994
4251875000000	B0045	2011 BRAUN ENTERVAN LOWERED FLOOR MINIVAN FOR 5 PASSENGERS AND 2 WHEELCHAIR STATIONS WITH POWER RAMP/KNEELING	9/28/2011	59,915	3,994
TOTAL: Other Vehicles					**265,769**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251875000000	T0114	2023 GENERAC MLT6SKDS-STD3 MOBILE Generator and lighting tower	3/20/2023	13,491	9,443
4251725000000	BU00208	4 RADIANT TUBE HEATERS IN TRANSIT SHOP	12/31/2014	31,277	14,074
4251875000000	M0002	92 Generator	7/31/1992	79,417	-
4251870000000	BC11603	500KW TRAILER MOUNTED GENERATOR	1/18/2023	279,946	237,954
TOTAL: Equipment					**261,472**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251870000000	BC11704	Transit Camera System in Everett Station, Mall Station, College Station, and Transit Operations	7/1/2023	229,234	183,387
4251764000000	OT00013	Security camera	7/6/2001	25,437	-
4251871000000	BC07962	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,151	-
4251871000000	BC07960	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07958	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07957	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07954	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07953	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07950	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07949	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07948	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07947	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07946	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07945	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07944	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07943	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07942	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07941	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07940	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07939	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07937	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07936	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07935	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07934	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07931	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07930	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07929	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
4251871000000	BC07928	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-

4251871000000	BC07927	8-CHANNEL DVR SECURITY CAMERA SYSTEM	7/23/2008	7,152	-
TOTAL: Security Equipment					**183,387**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251875000000	M0088	2021 HYSTER H50XT	6/2/2021	29,894	22,420
4251875000000	N0050	2019 BOSS VXT SNOWPLOW	1/15/2020	9,545	6,681
4251875000000	N0051	2019 BOSS TGS SANDER	1/15/2020	6,733	4,713
4251875000000	M0065	2006 FORKLIFT	4/30/2008	19,068	1,907
TOTAL: Industrial Vehicles/Equipment					**35,722**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251870000000	MVD077	MILLER SKYORB OVERHEAD ROTATIONAL VEHICLE WEIGHTED BOOM AND ANCHOR	7/5/2019	9,554	6,688
4251871000000	MVD083	Battery Replacement Lift Table	2/5/2020	8,951	6,266
4251871000000	BC11557	73" 15-Drawer Triple-Bank Classic Series Three Extra Wide Drawer Roll Cab with Power Drawer and SpeeDrawer	1/19/2022	7,052	5,641
4251871000000	BC11556	73" 15-Drawer Triple-Bank Classic Series Three Extra Wide Drawer Roll Cab with Power Drawer and SpeeDrawer	1/19/2022	7,052	5,641
4251875000000	T0009	95 Hydro Tek Trailer	7/23/1995	10,418	-
4251763000000	OT00012	Bus lift addn	9/15/2000	51,264	-
4251763000000	OT00011	3 post inground lift	5/16/2000	37,580	-
4251763000000	OT00010	Inground lift	5/25/1994	27,882	-
4251763000000	OT00009	Lube system	1/1/1994	18,470	-
4251875000000	M0060	2006 HONDA PRESSURE WASHER	3/25/2007	7,392	-
4251873000000	CT7085	AIR COMPRESSOR SYSTEM	7/31/1993	8,187	-

4251870000000	CT6145	CABLE LOCATOR	7/31/1989	9,981	-
4251873000000	BC06058	HAND-HELD READER W/DIAGNOSTIC CARTRIDGES FOR CUMMINS ENGINE, ALLISON TRANSMISSION, ABS BRAKE SYSTEM	12/30/2000	5,074	-
TOTAL: Automotive Equipment					**24,236**

Capital GL	Tag Number	Description	Acquire Date	Acquisition Cost	Book Value
4251730000000	OT00243	OFFICE REMODEL-OPERATIONS CENTER-2ND FLOOR	12/1/2008	5,543	-
4251760560000	OT00303	2012 KITCHEN UPGRADES	5/2/2012	24,078	-
4251725000000	BU00008	Transit Maint Center	11/1/1995	29,510	-
4251725000000	BU00007	Transit Maint Center	4/1/1993	77,536	-
4251725000000	BU00006	Transit Maint Center	5/1/1991	383,080	-
4251724000000	BU00004	Transit Operations Center	6/15/1991	446,930	-
4251724000000	BU00005	Transit Operations Center	4/15/1993	1,169,416	-
TOTAL: Building Improvements					**0**

Estimated value of parts inventory (not in city's asset list)	**500,000**

TOTAL NET BOOK VALUE -- CHARGING EQUIPMENT, PARKING/TRANSIT FACILITIES, EQUIPMENT, OTHER VEHICLES, SECURITY, SHOP EQUIPMENT, OTHER	**15,209,274**

ATTACHMENT F-5
FORM OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE PROPERTY

This ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE PROPERTY ("Assignment") is entered into as of _____, 20__, by and between the City of Everett, a Washington municipal corporation ("Assignor") and Snohomish County Public Transportation Benefit Area Corporation, a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW (dba Community Transit) ("Assignee"). This Assignment is made pursuant to the Interlocal Agreement for Annexation, dated _____, 20__, by and between Assignee and Assignor (the "Agreement'') for the purpose of transferring all of the Everett Transit Contracts that are listed in ***Attachment F-1*** to the Agreement, except for the ET-CT Contracts (the "Assigned Everett Contracts") and other intangible personal property to Community Transit listed in Schedule __, if any (the "ET Intangible Property").

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Everett Transit Contracts**. Assignor assigns and transfers to Assignee, to the extent assignable and transferable, all of Assignor's right, title, and interest in and to the Assigned Everett Contracts, as provided in the Agreement. By execution of this Assignment, Assignee accepts this Assignment and assumes all of the obligations of Assignor accruing after the date of this Assignment with respect to those Assigned Everett Contracts that are able to be assigned, as provided in the Agreement.
2. **Other Intangible Property**. Assignor assigns and transfers to Assignee, to the extent assignable and transferrable, all of Assignor's right, title, and interest in and to the ET Intangible Property, as provided in the Agreement. By execution of this Assignment, Assignee accepts this Assignment and assumes all of the obligations of Assignor accruing after the date hereof with respect to the Intangible Property, as provided in the Agreement.
3. **Further Assurances**. It is specifically agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations to be performed and/or discharged in connection with the Assigned Everett Contracts and the ET Intangible Property after the date of this Assignment. The parties agree to execute any further documentation reasonably required to vest in Assignee the interests conveyed hereunder.
4. **Law; Binding Effect**. This Assignment is governed by and construed in accordance with the laws of the State of Washington and shall inure to and be binding upon the parties hereto and their respective heirs, successors, and assigns. This Assignment may be executed and delivered electronically and in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

AS ASSIGNOR:
CITY OF EVERETT ("EVERETT")

By: ____________________________________
Mayor

ATTEST:

____
Office of the City Clerk

AS ASSIGNEE:
COMMUNITY TRANSIT

By: ____________________________________
Chief Executive Officer

ATTEST:

____
Secretary

ATTACHMENT F-6
FORM OF ET PERSONAL PROPERTY BILL OF SALE

This BILL OF SALE ("Bill of Sale") is entered into as of _____, 20__, by and between the City of Everett, a Washington municipal corporation ("Seller") and Snohomish County Public Transportation Benefit Area Corporation, a public transportation benefit area and municipal corporation formed and operating under chapter 36.57A RCW (dba Community Transit) ("Purchaser"). This Bill of Sale is made pursuant to the Interlocal Agreement for Annexation, dated _____, 20__, by and between Purchaser and Seller (the "Agreement'') for the purpose of transferring all of the ET Tangible Personal Property (as defined in the Agreement), consisting of the ET Rolling Stock identified in ***Attachment F-2*** to the Agreement and the ET Other Tangible Personal Property identified in ***Attachment F-4*** to the Agreement.

1. **Conveyance.** For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller irrevocably sells, assigns, transfers and conveys to Purchaser, all of its right, title, and interest in and to the ET Tangible Personal Property.
2. **Representations and Warranties**. Each item of the ET Tangible Personal Property is conveyed by Seller and accepted by Purchaser subject only to the representations and warranties set forth in the Agreement and no additional or different representations or warranties are implied by this Bill of Sale.
3. **Further Assurances**. The Parties agree to execute any further documentation reasonably required to vest in Purchaser the interests conveyed hereunder.
4. **Law; Binding Effect**. This Bill of Sale is governed by and construed in accordance with the laws of the State of Washington and shall inure to and be binding upon the parties hereto and their respective heirs, successors, and assigns. This Bill of Sale may be executed and delivered electronically and in counterparts.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Bill of Sale as of the date first written above.

AS SELLER: **CITY OF EVERETT**	AS PURCHASER: **COMMUNITY TRANSIT**
By: ____________________________________ Mayor	By: ____________________________________ Chief Executive Officer
ATTEST: ____ Office of the City Clerk	ATTEST: ____ Secretary

ATTACHMENT G
CLOSING PROCEDURES AND ESCROW INSTRUCTIONS

(A) On or before January 1, 2027, the Parties agree to confer to determine whether (1) the Parties are prepared to deposit amounts necessary to satisfy the Annexation Payment and the Capital Reserve Transfer with the Title Company in escrow prior to March 15, 2027; and (2) all Transfer Documentation, in a form reasonably acceptable to both Parties, has been deposited with the Title Company in escrow.

(B) If the two conditions in A above have been met on January 1, 2027, then the deposits of the entire Annexation Payment and the entire Capital Reserve Transfer then held by the Title Company in escrow shall occur by March 15, 2027, and the Annexation Date will be April 1, 2027. Interest earned on any deposit held by the Title Company will be returned to the respective Party that originally made the deposit on that date.

(C) If the two conditions in (A) above have not been met on January 1, 2027, the Parties may proceed with option (1) or (2) as set forth below. However, no additional agreement described below may alter the total amount of the Annexation Payment or the Capital Reserve Transfer, regardless of any agreement to postpone the Annexation Date as set forth below.

(1) The Parties may proceed with the Annexation Date on April 1, 2027 if they execute a written agreement no later than January 11, 2027 (i.e., five business days before the 75-day notice must be provided to DOR) resolving all remaining issues preventing the deposit of the Transfer Documentation with the Title Company and releasing all remaining conditions. The written agreement may be approved and executed by the Mayor and the Community Transit Chief Executive Officer without requiring additional approval of the City Council or the Board. The written agreement may provide for instructions to the Title Company to record and/or deliver the Transfer Documentation in installments and to release the Annexation Payment and Capital Reserve Transfer in corresponding increments in accordance with a schedule agreed to by the Parties and provided to the Title Company.

(2) If the Parties are engaging in reasonable, good faith negotiations but have been unable to reach a written agreement under subsection (1) above before January 11, 2027, the Parties may agree to postpone the Annexation Date to July 1, 2027 by executing a written agreement no later than March 31, 2027, resolving all remaining issues preventing the deposit of the Transfer Documentation with the Title Company and releasing all remaining conditions. The written agreement may be approved and executed by the Mayor and the Community Transit Chief Executive Officer, without requiring additional approval of the City Council or the Board.

(D) If the Parties remain unable to reach a written agreement under either subsection (C)(1) or (C)(2) above for any reason, this Agreement shall terminate as of March 31, 2027, the Annexation shall not occur, and the Transfer Documentation and funds held in escrow by the Title Company (including interest earned on such deposits pursuant to the escrow agreement) shall be returned to the respective Party that made the deposit.