



**Mountlake Terrace City Council**  
Work Session Agenda  
Thursday, January 22, 2026, 7:00 PM  
City Hall and via Telephone or Teleconference

**AGENDA**

1. Call to Order
2. Attendance Roll Call
3. General Public Comment
4. Presentation on Chamber of Commerce Update
5. Review Ordinance Adopting Comprehensive Emergency Management Plan with Snohomish County
6. Presentation on 3<sup>rd</sup> Quarter Police Department Report
7. Review Agreement Supplement 1 with Consor for the Wastewater Comprehensive Plan
8. Review Agreement Supplement 1 with RH2 for the Water Comprehensive Plan
9. Review and Vote on January 2026 Payment of Claims
10. City Manager's Report
11. Review February 5, 2026 Meeting Agenda
12. Council Comments
13. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click "join". No passcode needed.

To make a public comment remotely (Zoom or telephone), in person, or in writing, please refer to the Public Comment and Public Hearing Testimony Protocol on the city website <https://www.cityofmlt.com/129/Agendas-and-Minutes>.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. All hate speech will be construed as threatening remarks.







MOUNTLAKE TERRACE  
CHAMBER OF COMMERCE

# 2025 ANNUAL REPORT

*Submitted to the City of Mountlake Terrace*



info@mltchamber.org

mltchamber.org



# Executive Summary

The Mountlake Terrace Chamber of Commerce is pleased to submit this annual report in accordance with the Professional Services Agreement with the City of Mountlake Terrace. This report summarizes the Chamber's work from January through December 2025, with particular attention to progress made after new leadership began in May.

2025 was a year of transition and foundational rebuilding for the Chamber. The organization underwent an executive leadership change early in the year, and the months of May through October were spent fulfilling inherited grant obligations to ensure the Chamber and the City remained in compliance. Beginning in October, the Chamber was able to shift its focus toward strengthening its internal infrastructure, improving organizational governance, expanding communications, and building systems that directly support the economic development goals outlined in the City-Chamber agreement.

This report outlines the work completed, the improvements underway, and the Chamber's plans for 2026 to more fully carry out the economic development priorities described in Appendix A of the contract.

[mltchamber.org](http://mltchamber.org)



# 2025 at a Glance



- A year of leadership transition
- A year focused on honoring existing commitments
- A year that laid the foundation for long-term economic development work



# Alignment With City Economic Development Priorities



*2025 work directly supported the priorities outlined in the City-Chamber agreement.*

# How We Worked With the City in 2025



Monthly strategic meetings with the Economic Development Manager



Dedicated City economic development updates in Chamber communications



City participation in Chamber board meetings and events



Ongoing coordination on messaging and priorities

A photograph of the Mountlake Terrace Civic Campus. In the foreground, a concrete wall features a sign that reads "MOUNTLAKE TERRACE CIVIC CAMPUS" in bold, dark blue capital letters. To the right of the text is a green logo depicting a stylized mountain range. Behind the wall, a modern building with a gabled roof and large windows is visible. The building has a mix of wood and brickwork. In front of the building, there are some trees and a paved area. The sky is clear and blue.

MOUNTLAKE TERRACE  
CIVIC CAMPUS

# Financial Stewardship

The Chamber utilized City funds in accordance with the contract for:

- Executive Director staffing
- Business engagement activities
- Communications and outreach
- Administrative needs related to economic development services
- Marketing & SEO initiatives

Additional grants and sponsorships helped expand programming and maximize the City's investment.



# Meet the Team

---



**Sarah Frost**  
President



**Justin Nygard**  
Vice President



**Anne Penny**  
Secretary



**Othman Riad**  
Treasurer



**Cameron Larson**  
Board Member



**Jeanette Davelaar**  
Board Member



**Jeremy Minor**  
Board Member



**Jerry Dreessen**  
Board Member



**Joe Hwang**  
Board Member



**Josh Gill**  
Board Member



**Kirk Ishizaki**  
Board Member



**Tony Curran**  
Board Member



# Early 2025: Transition Period



## January–April 2025: Organizational Transition

- Executive leadership transition underway
- Focus on continuity of operations and grant activity
- Board-led process to recruit new Executive Director

# New Leadership & Immediate Priorities



## May 2025: New Leadership, Immediate Action

- New Executive Director onboarded in May
- Immediate focus on inherited, time-sensitive grant obligations
- Priority placed on compliance, delivery, and partner trust

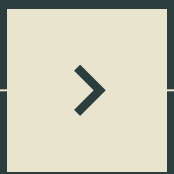
# Phase One: Delivering Inherited Commitments



## May-October 2025: Execution & Compliance

- Two major grant-funded projects already in progress
- Compressed timelines required rapid coordination and delivery
- Focused on honoring commitments made to funders and partners

# Grant A: Small Business Training & Technical Assistance



## WSMA Grant: Small Business Support

- 6 expert-led trainings + 10 hours of 1:1 technical assistance
- Webinars recorded and translated into 5 languages
- Served 63 unique businesses

A promotional poster for free training. The top left features the text 'FREE TRAINING' in large, bold, dark blue letters. To the right, the dates 'JUNE 3-11, 2025' are displayed. Below the main title, it says 'FOR SNOHOMISH COUNTY ENTREPRENEURS & BUSINESS OWNERS'. A list of benefits includes '1:1 Sessions', 'Webinars', and 'Free for locals!', each preceded by a checkmark icon. There are three circular icons: one for '1:1 SESSIONS' showing two people talking, one for 'WEBINARS' showing a screen with people icons, and a central one for 'MLT CHAMBER'. The bottom left has the URL 'mltchamber.org/chambertrainings' and the bottom right has a 'REGISTER NOW' button. The poster has a light beige background with orange and dark blue accents.

**FREE TRAINING**

JUNE 3-11, 2025

FOR SNOHOMISH COUNTY ENTREPRENEURS & BUSINESS OWNERS

- ✓ 1:1 Sessions
- ✓ Webinars
- ✓ Free for locals!

1:1 SESSIONS

WEBINARS

MLT CHAMBER

[mltchamber.org/chambertrainings](https://mltchamber.org/chambertrainings)

**REGISTER NOW**

## Outcomes Snapshot

**13** jobs saved  
**4** jobs created  
**4** businesses started  
**40** businesses expanded



# Grant B: Tourism & Community Event (Wag Fest)



## City of Mountlake Terrace Lodging Tax Grant

- Community-centered, tourism-focused event (September 2025)
- 50 vendors, sponsors, and partners
- ~2,000 attendees from Mountlake Terrace and beyond



## Key Takeaways

- Event strengthened local visibility, partnerships, and community engagement
- Provided valuable insights for future tourism and placemaking efforts

# Why This Phase Mattered



## Why May-October Was Critical

- Ensured the Chamber remained in good standing with funders
- Protected City and Chamber credibility
- Created space to shift into strategic work by year's end

# Phase Two: Building the Foundation



## November-December 2025: Laying the Groundwork

- Shift from inherited obligations to long-term strategy
- Focus on governance, systems, and alignment
- Preparing the Chamber for sustained economic development work

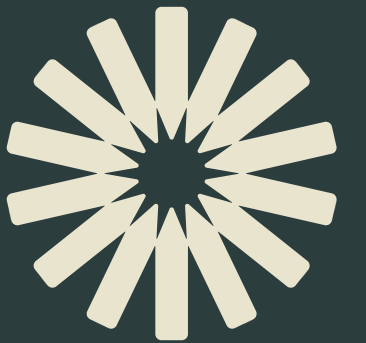




# Board Alignment & Organizational Reset



## *Board Alignment Retreat*



### Established:

- Mission
- Vision
- Purpose
- Core Values

Created a shared foundation for decision-making moving forward



# STATEMENTS & VALUES

## Purpose

We exist to develop a thriving business community.

## Mission

Our mission is to support business community growth through member services, resources, advocacy, and economic development.

## Vision

We are the hub for business and community in Mountlake Terrace.

## VALUES

**Community • Diversity • Integrity • Sustainability • Levity**



# 2025 By the Numbers

## *Membership & Engagement*

**72**

**Total  
Members**

**33**

**New  
Members  
Added**

**+32**

**Net Growth**

**25-30**

**Active  
Members at  
Events**

*Numbers as of December 15, 2025*

# 2025 By the Numbers

## *Outreach & Visibility*

**1,456**

**Newsletter  
Subscribers**

**40%**

**Average  
Open Rate**

**12**

**Networking  
Events Held**

**304**

**Total Event  
Attendance**

*Numbers as of December 15, 2025*





# The Pivot Point

End of 2025: A Clear Shift

From reactive → strategic

From short-term delivery → long-term capacity

From legacy systems → modern infrastructure





# Looking Ahead

## 2026: From Foundation to Forward Motion

Now that the foundation is in place, the Chamber is positioned to expand its economic development impact.





# Operational & Internal Growth



Full migration to ChamberMate



Bylaws review and revision



Updated marketing strategy aligned  
with City priorities



Streamlined workflows (membership,  
fundraising, communications)

# Governance & Committees



**Committee restructuring and evaluation**



**New committees:**

- Marketing & Events
- Government Affairs
- Membership



**Committees open to all Chamber members**



**Clear charters for accountability and focus**

# Economic Development Capacity



Co-developed business resources



Co-branded marketing initiatives



Wayfinding and Town Center efforts



Event-based economic activation



Improved business support navigation





# Long-Term Sustainability

## Building a Sustainable Organization



> Revenue growth through new membership structure

> Exploring transition to full-time Executive Director

> Gradual staff expansion as revenue allows

> Increased focus on sponsorships, grants, and partnerships



Transition Handled



Foundation Built



Chamber positioned  
as a strong City  
partner

# What Businesses Are Saying

"Great chamber of commerce run by a wonderful leadership team."  
- Edsel M, MIIA Insurance



"I like the leadership, and the list of events seems like a great way to generate business. The chamber threw my PT clinic a ribbon-cutting ceremony when I opened my office after joining. It was super fun, and they did a great job." - Bryan S, Olympic Sports Rehab

"Doing the good work of community and economic development in the city of Mountlake Terrace." - Jamyang D, Community Transit





# TA-DONE!

*Thank you for your attention*

*- MLT Chamber Leadership*



info@mltchamber.org

mltchamber.org



# 2025 Annual Report

**Mountlake Terrace Chamber of Commerce**

*Submitted to the City of Mountlake Terrace | December 15, 2025*

**MOUNTLAKE TERRACE**  
CHAMBER OF COMMERCE



# Table of Contents

|                                                                     |                    |
|---------------------------------------------------------------------|--------------------|
| <a href="#">Table of Contents</a>                                   | <a href="#">1</a>  |
| <a href="#">Letter from the Executive Director</a>                  | <a href="#">2</a>  |
| <a href="#">2025 Board of Directors</a>                             | <a href="#">3</a>  |
| <a href="#">Overview of 2025</a>                                    | <a href="#">4</a>  |
| Executive Leadership Transition                                     | 4                  |
| Inherited Grant Obligations & Execution (May-Oct)                   | 4                  |
| Shift Toward Foundational and Strategic Work                        | 5                  |
| <a href="#">Collaboration With the City of Mountlake Terrace</a>    | <a href="#">6</a>  |
| Monthly Strategic Meetings                                          | 6                  |
| Integrated Engagement                                               | 6                  |
| <a href="#">2025 Organizational &amp; Strategic Accomplishments</a> | <a href="#">7</a>  |
| Strengthening Organizational Infrastructure                         | 7                  |
| Communications & Marketing Enhancements                             | 7                  |
| Business Engagement & Community Support                             | 7                  |
| <a href="#">Alignment With City Contract Deliverables</a>           | <a href="#">8</a>  |
| Enhance MLT's Image as a Business Destination                       | 8                  |
| Support Local and Small Businesses                                  | 8                  |
| Spur Investment in Town Center & Uplift Anchor Businesses           | 8                  |
| Engage and Advocate on Behalf of Local Businesses                   | 8                  |
| <a href="#">Looking Ahead: 2026 Priorities</a>                      | <a href="#">9</a>  |
| Operational & Internal Growth                                       | 9                  |
| Governance & Committee Restructuring                                | 10                 |
| Enhancing Economic Development Capacity                             | 10                 |
| Long-Term Organizational Sustainability                             | 10                 |
| Membership & Engagement Metrics                                     | 12                 |
| Outreach & Visibility Metrics                                       | 12                 |
| Testimonials                                                        | 13                 |
| Chamber Membership as of December 2025                              | 13                 |
| <a href="#">Conclusion</a>                                          | <a href="#">14</a> |



# Letter from the Executive Director

The Mountlake Terrace Chamber of Commerce is pleased to submit this annual report in accordance with the Professional Services Agreement with the City of Mountlake Terrace. This report summarizes the Chamber's work from January through December 2025, with particular attention to progress made after new leadership began in May.

2025 was a year of transition and foundational rebuilding for the Chamber. The organization underwent an executive leadership change early in the year, and the months of May through October were spent fulfilling inherited grant obligations to ensure the Chamber and the City remained in compliance. Beginning in October, the Chamber was able to shift its focus toward strengthening its internal infrastructure, improving organizational governance, expanding communications, and building systems that directly support the economic development goals outlined in the City-Chamber agreement.

This report outlines the work completed, the improvements underway, and the Chamber's plans for 2026 to more fully carry out the economic development priorities described in Appendix A of the contract.

Respectfully submitted,

Aireal King (she/her)  
Executive Director  
Mountlake Terrace Chamber of Commerce

# 2025 Board of Directors



**Sarah Frost**  
Chair



**Kirk Ishizaki**  
Vice Chair



**Justin Nygard**  
Secretary



**Cameron Larsen**  
Treasurer



**Anne Penny**  
Board Member



**Jeanette Davelaar**  
Board Member



**Jeremy Minor**  
Board Member



**Jerry Dreessen**  
Board Member



**Joe Hwang**  
Board Member



**Josh Gill**  
Board Member



**Tony Curran**  
Board Member

# Overview of 2025

## Executive Leadership Transition

A leadership transition occurred in May 2025, at which point a new Executive Director was hired. The transition came with two significant inherited projects that required immediate attention:

1. A major grant secured by the previous Executive Director was due five weeks after the new Executive Director's start date. This deliverable represented approximately five months of work condensed into a five-week period. Completing it required extensive coordination, budget preparation, narrative writing, program development, and stakeholder engagement.
2. A second large-scale grant-funded event was scheduled for September 2025. The planning, administration, and execution occupied June through September, with follow-up and compliance work continuing through early October.

These two projects were essential to fulfill commitments made prior to the leadership transition and ensured the Chamber remained in good standing with funders and partners.

## Inherited Grant Obligations & Execution (May-Oct)

### Grant A: WSMA Grant

- **Purpose:** To provide businesses with the training, technical assistance, and financing tools they need to grow their businesses.
- **Timeline:** February 19, 2025 - June 16, 2025
- **Chamber Role:** We hosted six expert-led trainings and ten hours of one-on-one technical assistance sessions focused on marketing, strategy, and customer engagement. All webinars were recorded and translated into five languages for broader access.
- **Participation:** The program served 63 unique businesses, 40 of which expanded, resulting in four new businesses, 13 jobs saved, and four jobs created. Participants included BIPOC-, women-, LGBTQ+-, and disability-owned businesses across and beyond Mountlake Terrace.
- **Outcome:**
  - Jobs Created: Goal - 10 / Actual - 4
  - Jobs Saved: Goal - 10 / Actual - 13
  - Businesses Started: Goal - 2 / Actual - 4
  - Businesses Expanded: Goal - 50 / Actual - 40
  - Total Unduplicated Businesses Served: Goal - 60 / Actual - 63
  - Webinar/In-Person Sessions Provided: Goal - 6 / Actual - 6
  - Businesses (Existing and Start-Up) Served: Goal - 60 / Actual - 63
  - Total Hours of Instruction: Goal - 12 / Actual - 12



## Grant B: City of Mountlake Terrace 2025 Lodging Tax Funds Grant

- **Purpose:** To support the marketing, operations, and execution of tourism-related events, programs, and facilities that attract visitors to Mountlake Terrace, strengthen local tourism, and increase overnight stays and visitor spending within the city.
- **Timeline:**
  - Application submitted: December 119, 2024
  - Event Date: September 6, 2025
  - Final Report Submitted: November 26, 2025
- **Chamber Role:** We hosted a community-centered, tourism-related event designed to celebrate pets and bring together animal lovers from Mountlake Terrace and beyond. The festival featured pet-friendly activities, vendor booths showcasing local businesses and services, live demonstrations, food trucks, and entertainment for both two-legged and four-legged attendees.
- **Participation:** This one-day event attracted 50 vendors, sponsors, and partners, and approximately 2,000 two-legged attendees.
- **Outcome:**
  - Overall Attendance: Goal - 5,000 / Actual - 2,000
  - Travelers From 50+ Miles Away: Goal - 300 / Actual - 90
  - Out-of-State Travelers (of those traveling 50+ miles): Goal - 50 / Actual - 60
  - Overnight Visitors in MLT area (50+ miles traveled): Goal - 200 / Actual - 30
  - Overnight Visitors in Paid Accommodations in MLT: Goal - 75 / Actual - 15
  - Overnight Visitors in Unpaid Accommodations (50+ miles traveled): Goal - Not included in application / Actual - 15
  - Paid Lodging Room Nights Generated: Goal - 100 / Actual - 23

## CHAMBER OF COMMERCE Shift Toward Foundational and Strategic Work

Beginning in October 2025, the Chamber transitioned out of inherited grant work and fully into organizational and economic development tasks aligned with the contract scope. This period focused on strengthening governance, improving member and board engagement, establishing systems and processes, expanding communications, and building collaborative structures that allow the Chamber to support the City's economic development priorities long-term.



# Collaboration With the City of Mountlake Terrace

The Chamber has prioritized a strong working relationship with the City's Economic Development Manager (EDM), Ryan Doss.

## Monthly Strategic Meetings

The Executive Director meets monthly with the City's Economic Development Manager (EDM) to:

- Review progress on contract deliverables
- Identify business community needs
- Coordinate on shared initiatives
- Ensure messaging alignment
- Support City-led programs, policy updates, and planning efforts

## Integrated Engagement

The EDM also:

- Attends monthly Chamber board meetings
- Participates in monthly networking events
- Contributes updates to the Chamber's monthly newsletter through a dedicated economic development section

This consistent collaboration has significantly improved alignment, responsiveness, and clarity for the local business community.



# 2025 Organizational & Strategic Accomplishments

## Strengthening Organizational Infrastructure

From October through December, several major foundational improvements were implemented:

- Development of recruiting, onboarding, and offboarding processes for board members
- Creation of Board job descriptions and role expectations
- Execution of a Board retreat to finalize:
  - **Mission:** Our mission is to support business community growth through member services, resources, advocacy, and economic development.
  - **Vision:** We are the hub for business and community in Mountlake Terrace.
  - **Purpose:** We exist to develop a thriving business community.
  - **Core values:** Community, diversity, integrity, sustainability, and levity
- Creation of new membership tiers and benefits designed to better reflect business needs and improve sustainability
- Selection of ChamberMate as the new membership and CRM platform, website builder, event calendar, and email service provider (ESP)

***These internal improvements directly support the Chamber's ability to deliver on the contract's economic development responsibilities.***

## Communications & Marketing Enhancements

A more consistent and strategic communication cadence was established:

- Launch of a monthly email newsletter
- Creation of a Chamber Instagram account
- Increased social media presence with more frequent, consistent, and business-focused content
- Inclusion of a City economic development update in every newsletter
- Launch of a private Facebook group for members only

***These actions begin to address contract expectations around business engagement, marketing, and strengthening the City's brand. A full marketing plan overhaul will be developed in 2026.***

## Business Engagement & Community Support

During 2025, the Chamber:

- Organized monthly networking events
- Increased connections between businesses and City staff
- Provided marketing exposure to local businesses through newsletters and social content
- Initiated planning for expanded business resource navigation and support tools

***These efforts support the contract requirements related to business retention, visibility, and engagement.***



# Alignment With City Contract Deliverables

Below is a summary of how the Chamber's 2025 work supports the City's defined economic development priorities.

## Enhance MLT's Image as a Business Destination

- Expanded Chamber communications highlighting local businesses
- Strengthened governance and operations to support future promotional efforts
- Developed new membership tiers that encourage broader business participation
- Initiated a planned 2026 marketing strategy redesign focused on strong branding, digital presence, and regional visibility

## Support Local and Small Businesses

- Monthly networking events and business engagement
- Shared economic development updates in newsletters
- Regular collaboration with the City to identify business needs
- Ongoing planning for a Business Resource / "One-Stop" Center model
- Upcoming restructuring of committees, including a new Advocacy and Economic Development Committee, to broaden business guidance and participation

## Spur Investment in Town Center & Uplift Anchor Businesses

Work in 2025 laid the groundwork for stronger programming in 2026:

- Strengthened Chamber/City alignment through monthly meetings
- Preparation to expand placemaking events and collaborative programming
- Early discussions about future Town Center-focused promotional efforts

## Engage and Advocate on Behalf of Local Businesses

- Direct communication between Chamber and City through standing meetings
- Planning for an Advocacy & Economic Development Committee to formalize the business community's voice
- Improved internal governance ensures that Chamber decisions are mission-driven, consistent, and transparent, critical for long-term advocacy

# Looking Ahead: 2026 Priorities

## Operational & Internal Growth

- Full migration to ChamberMate
- Streamlined workflows for membership, fundraising, and communications
- Review and revision of Bylaws
- Development of an updated marketing strategy tailored to Chamber goals and City contract deliverables
- New membership structure

### Preview: 2026 Membership Structure

The Chamber's 2026 membership tiers are redesigned for accessibility, equity, and sustainability, ensuring every business, nonprofit, and individual receives meaningful value while supporting the Chamber's long-term goals.

#### Tier Overview

| Type       | Employees                | Key Access & Benefits                                               |
|------------|--------------------------|---------------------------------------------------------------------|
| Nonprofit  | 1-4 / 5-10 / 11-25 / 26+ | Networking, directory listing, resources, member spotlight          |
| Business   | 1-4 / 5-10 / 11-25 / 26+ | Networking, directory, resources, marketing tools, member spotlight |
| Premium    | Silver / Gold / Platinum | Enhanced visibility, newsletter features, sponsorship opportunities |
| Individual | -                        | Networking, resources, engagement access                            |

#### Core Benefits Across All Tiers

- Free networking events
- Member directory listing & certificate/window cling
- Members-only groups, resources, trainings
- "Message the Board" feature
- Social media & newsletter spotlights
- Member-to-member discounts

#### Strategic Impact

- **Revenue Stability** → Supports Chamber programming & operations
- **Full-Time ED Goal** → Funding for expanding staff capacity
- **Enhanced Services** → Better networking, marketing, and engagement

## Governance & Committee Restructuring

- Evaluation and restructuring of all committees
- Creation of:
  - An Advocacy Committee
  - An Economic Development Committee
- Opening committee participation to all Chamber members
- Development of committee charters to ensure clarity, consistency, and accountability

## Enhancing Economic Development Capacity

- Co-develop new business resources with the City
- Continue strengthening collaborative activities such as:
  - Co-branded marketing
  - Wayfinding and Town Center initiatives
  - Event-based economic activation
  - Business support improvements such as licensing, permitting, and technical assistance

## Long-Term Organizational Sustainability

- Implementation of revenue growth strategies including the new membership tier structure
- Exploration of additional funding mechanisms to support transitioning the Executive Director position from part-time 1099, to full-time W-2
- Expansion of staff capacity as revenue allows
- Increased focus on sponsorships, grants, and public-private partnerships



# Financial Stewardship

The Chamber utilized City funds in accordance with the contract for:

- Executive Director staffing
- Business engagement activities
- Communications and outreach
- Administrative needs related to economic development services
- Marketing & SEO initiatives

Additional grants and sponsorships helped expand programming and maximize the City's investment.

MOUNTLAKE TERRACE  
CHAMBER OF COMMERCE

# 2025 by the Numbers

## Membership & Engagement Metrics

*Membership tracking was limited by legacy systems in early 2025. The transition to ChamberMate in 2026 will allow for more precise reporting.*

- Total number of Chamber members (as of Dec 15, 2025): **72**
- Number of new members added in 2025: **33**
- Number of renewals: **Unknown**
- Net change: **+33 members** (40 active members in 2024 → 72 active members in 2025)
- Number of active members attending events: **25-30**

## Outreach & Visibility Metrics

- Newsletter distribution size: **1,456**
- Average open rate: **40%**
- Average CTR: **5%**
- Social media:
  - Launched Chamber Instagram account & Private Facebook Group for Chamber members
    - IG Followers: **205**
    - FB Followers: **207**
    - FB Group Members: **18** (launched November 1, 2025)
- Number of networking events held: **12**
- Total event attendance across the year: **304**

## Testimonials

*"I like the leadership, and the list of events seems like a great way to generate business. The chamber threw my PT clinic a ribbon-cutting ceremony when I opened my office after joining. It was super fun, and they did a great job." - Bryan S*

*"Doing the good work of community and economic development in the city of Mountlake Terrace." - Jamyang D*



*"Great chamber of commerce run by a wonderful leadership team." - Edsel M*

## Chamber Membership as of December 2025

A happy home AFH  
Advanced Remodeling  
Axis Pharmacy NW  
Baguus Little Asia  
Baguus Little Asia  
Ballinger Landscaping  
BECU  
Bindi Community Yoga  
Candidate for Mountlake  
Terrace City Council Position  
3  
City of Mountlake Terrace  
Coldwell Banker Bain  
Community Transit  
Concern for Neighbors Food  
Bank  
ConsensusCraft  
Core Form LLC  
Craft Connoisseurs  
Craftsman Plumbing  
Danny Luoma  
Double DD Meats  
Double DD Meats  
Edmonds College  
Edmonds Village  
Environment Control  
Espresso Break  
Floor Coverings International  
Gabbert Architects

Gabbert Architects Planners  
- Bothell, WA  
Generator Supercenter of  
Puget Sound  
Grocery Outlet  
Hemlock State Brewing Co.  
Heritage Bank  
Hopua Craft Beer & Bottle  
Shop  
International Pet Academy  
Jester Realty  
Kayla Quijas Career  
Coaching  
Little Hawks Daycare, LCC  
Lost the Plot  
Lucy Todd Coaching  
MacCoy Home Solutions  
Making Local  
MIIA Insurance  
Mobilize Physical Therapy  
Moon Construction Company  
Inc  
Mountlake Terrace High  
School - HOSA  
Mountlake Terrace Licensing  
My Neighborhood News  
Network  
Network Wiring Services Inc  
New Song Education  
Foundation

Northwest Neighbors  
Network  
Olympic Sports Rehab  
Pet Adventure  
Seattle Law Office PLLC  
Snohomish County PUD  
Sound Community Bank  
Sound Credit Union  
Sound Legal Solutions  
Spring Pediatric Dentistry &  
Orthodontics  
Summer Foerch Photography  
Swanky Scoop  
The Evergreen Bottle Shop  
The Getaway Tavern  
The Original Mini Barns  
Time Out Greek & American  
Restaurant  
U.S. Bank  
Untamed Fitness  
Vitality Specific Chiropractic  
Volunteers of America  
Western Washington  
West Plaza, LLC  
Who Is Your Web Guy  
Wright Real Estate  
Associates  
Zeeks Pizza (Now Bocca)



# Conclusion

Despite a year shaped by leadership transition and significant inherited obligations, the Chamber laid essential groundwork in 2025 to support the City's economic development goals. The foundation established this year, including new governance structures, improved communications, program planning, and strengthened collaboration, positions the Chamber to meaningfully expand economic development initiatives throughout 2026.

The Chamber remains committed to supporting local businesses, strengthening the City's economic identity, and maintaining a strong and collaborative partnership with the City of Mountlake Terrace.





## STAFF REPORT

**To:** Mountlake Terrace City Council

**From:** Gary Schimek, Public Works Director

**Meeting Date:** January 22, 2026

**Subject:** Review Ordinance Adopting Comprehensive Emergency Management Plan with Snohomish County

### Required Reviews:

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 01/12/2026 |
| Gary Schimek   | Approved - 01/14/2026          |
| Sirke Salminen | Approved - 01/15/2026          |
| Hillary Evans  | Approved - 01/20/2026          |
| Carolyn Hope   | Final Approval - 01/20/2026    |

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

### Legislative History:

The last Comprehensive Emergency Management Plan Annex was completed on December 6, 2021, and signed by Police Chief Pete Caw.

### Subject Summary:

The City of Mountlake Terrace's ("the City's") Comprehensive Emergency Management Plan Annex establishes an all-hazards approach to enhance the City's ability to manage emergencies and disasters. It defines how emergency management will be coordinated within the City in order to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life. It does this by:

- Identifying how the City internally coordinates to prepare for and mitigate against hazards of all kinds.
- Assigning responsibilities to departments and individuals during emergencies that exceed the routine capability.
- Setting forth lines of authority and internal relationships.
- Describing how multi-agency actions will be coordinated.
- Identifying personnel, equipment, facilities, supplies, and other resources available within

the city or by agreement with other jurisdictions.

This Annex was developed through collaborative efforts of the City's departments, public safety agencies, and Snohomish County Department of Emergency Management (DEM). This Annex applies to emergency management activities coordinated by the City.

**Financial/Budget Impacts:**

Budget Amendment                      No  
Required?                                      \_\_\_\_\_

|                                       |     |
|---------------------------------------|-----|
| Budget and Sources:                   | N/A |
| Expenditure:                          | N/A |
| New Appropriation Required + Sources: | N/A |

**Additional Financial Information:**

N/A

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends the City Council vote to adopt the Comprehensive Emergency Management Plan (CEMP) ordinance. This can be accomplished by adding it to the Consent Agenda on February 5, 2026.

City Council may choose not to adopt the CEMP ordinance. As an ILA partner, the City is legally covered by the Snohomish County CEMP base plan and in compliance with WA State law. The goal of the County, in working with the City and other ILA partners to develop annexes to the County's base plan, is to enhance preparedness and response within each jurisdiction and with Snohomish County Department of Emergency Management. An ILA partner without an adopted CEMP Annex will not face inconsistent access to county-level resources and will not be penalized in a time of need if they do not have an adopted annex.

**Council Motion:**

A vote on this item can be accomplished by adding it to the Consent Agenda on February 5, 2026.



**Attachments:**

1. 2026 CEMP Annex City of Mountlake Terrace
2. Ordinance CEMP Annex with County (Draft)

# CITY OF MOUNTLAKE TERRACE CEMP ANNEX

This Annex is a part of the Snohomish County Comprehensive Emergency Management Plan (CEMP) and provides specific information for City of Mountlake Terrace.

Promulgation Date:  
January 22, 2026

This page intentionally blank.



|                                                              |    |
|--------------------------------------------------------------|----|
| Promulgation.....                                            | 5  |
| 1. Forward.....                                              | 6  |
| 1.1 Approval and Implementation.....                         | 6  |
| 2. Introduction .....                                        | 7  |
| 2.1 Purpose.....                                             | 7  |
| 2.2 Scope .....                                              | 7  |
| 3. Situation .....                                           | 8  |
| 3.1 Jurisdiction Profile and Demographics .....              | 8  |
| 3.2 Hazard Identification and Risk Assessment .....          | 8  |
| 3.3 Economy .....                                            | 13 |
| 3.4 Government Structure.....                                | 14 |
| 3.5 Operations .....                                         | 14 |
| 3.6 Whole Community.....                                     | 17 |
| 3.7 Planning Assumptions .....                               | 18 |
| 4. Organization, Roles, and Responsibilities.....            | 20 |
| 4.1 Responsibilities and Tasks by Phase .....                | 20 |
| 4.2 Support Agency Responsibilities and Tasks .....          | 40 |
| 4.3 Direction, Control, and Coordination .....               | 42 |
| 5. Information Collection, Analysis, and Dissemination ..... | 45 |
| 5.1 Essential Elements of Information.....                   | 45 |
| 5.2 Community Lifelines .....                                | 46 |
| 5.3 Component Analysis .....                                 | 51 |
| 6. Concept of Operations .....                               | 54 |
| 6.1 Disaster Authorities and Plans.....                      | 54 |
| 6.2 Authority to Activate .....                              | 56 |
| 7. Administration, Documentation, and Resourcing.....        | 63 |
| 7.1 Administration .....                                     | 63 |
| 7.2 Documentation.....                                       | 63 |
| 7.3 Essential Files.....                                     | 63 |
| 7.4 After-Action Report.....                                 | 63 |
| 7.5 Resources Assessment Section.....                        | 64 |
| 7.6 Disaster Expenditures .....                              | 66 |
| 7.7 Post-Disaster Assistance .....                           | 66 |

|     |                                                             |    |
|-----|-------------------------------------------------------------|----|
| 8.  | Annex Development, Training, Exercise, and Maintenance..... | 67 |
| 9.  | Authorities, References, and Attachments .....              | 68 |
| 9.1 | Authorities .....                                           | 68 |
| 9.2 | References .....                                            | 68 |
| 9.3 | Attachments.....                                            | 68 |
| 10. | Terms and Definitions .....                                 | 69 |
| 11. | Record of Revision and Exercises .....                      | 71 |
| 12. | Record of Distribution .....                                | 72 |

## Promulgation

WHEREAS all people and property within City of Mountlake Terrace are at risk to a wide range of natural, technological, and human-caused hazards, and

WHEREAS the Revised Code of Washington and the Washington Administrative Code require a Comprehensive Emergency Management Plan be in place to address local emergency operations; and

WHEREAS, when an incident occurs; local response agencies will use the National Incident Management System (NIMS) to plan, train, exercise and respond in a coordinated manner to protect people and natural resources; and to minimize property damage within the community; and

WHEREAS this Annex to the Snohomish County Comprehensive Emergency Management Plan (CEMP) coordinates the response of emergency personnel and supporting services of all City of Mountlake Terrace agencies in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, named organizations have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercises required to support this Annex and the Snohomish County Comprehensive Emergency Management Plan;

NOW, THEREFORE, we the undersigned, by virtue of the power and authority vested in us by the laws of this State do hereby adopt the City of Mountlake Terrace Annex to the Snohomish County Comprehensive Emergency Management Plan, dated January 22, 2026. This Annex can be put into action by the undersigned.

IN WITNESS WHEREOF, we have subscribed our signatures;

## 1. Forward

### 1.1 Approval and Implementation

The City of Mountlake Terrace's ("the City's") CEMP Annex establishes an all-hazards approach to enhance the City's ability to manage emergencies and disasters. It defines how emergency management will be coordinated within the City in order to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life. It does this by:

- Identifying how organizations within the City coordinate to prepare for and mitigate against hazards of all kinds.
- Assigning responsibilities to organizations and individuals during emergencies that exceed the routine capability of any one agency.
- Setting forth lines of authority and organizational relationships.
- Describing how multi-agency actions will be coordinated.
- Identifying personnel, equipment, facilities, supplies, and other resources available within the city or by agreement with other jurisdictions.

This Annex was developed through collaborative efforts of the City's departments, public safety agencies, and Snohomish County Department of Emergency Management (DEM). This Annex applies to emergency management activities coordinated by the city.

This version dated January 22, 2026, supersedes all previous editions.



## 2. Introduction

### 2.1 Purpose

This Annex is an all-hazards annex to the Snohomish County (County) Comprehensive Emergency Management Plan (CEMP) for the City of Mountlake Terrace. The Annex describes how the City's preparedness, response, and recovery activities are coordinated. The Annex may be applied to any incident, natural or human caused, that involves the response of multiple departments or agencies outside the scope of normal operations or has the potential to exceed normal capabilities.

The Annex describes how the City of Mountlake Terrace:

- Plans, trains, and exercises in preparation for disasters and emergencies.
- Partners with external stakeholders and community members to take an all-hazards, whole community approach to disaster preparedness, mitigation, response, and recovery.
- Identifies and implements mitigation strategies that reduce vulnerability to hazards.
- Establishes and enacts lines of authority and partnerships to execute tasks and responsibilities.
- Clarifies functions and responsibilities of participating and cooperating departments, agencies, municipalities, organizations, and individuals.
- Develops processes to effectively return the City of Mountlake Terrace to normal as soon as possible.

### 2.2 Scope

This Annex coordinates prevention, response, and recovery efforts to disasters and emergencies impacting the incorporated area of City of Mountlake Terrace. As an annex to Snohomish County's CEMP, the Annex also describes the coordination between City of Mountlake Terrace and Snohomish County through the Department of Emergency Management ("DEM") and the County's Emergency Operations Center ("EOC").

Each department and responsible entity identified in this Annex will use the Annex and the County's CEMP as the basis for development and implementation of plans, policies, procedures, and guides to direct response and recovery in the event of a disaster or emergency to the City of Mountlake Terrace.

### 3. Situation

#### 3.1 Jurisdiction Profile and Demographics

City of Mountlake Terrace is located in the south end of Snohomish County, on the King County border. The city is adjacent to Shoreline to the south (in King County), Brier to the east, Lynnwood to the north and Edmonds to the west.

The City is 4 square miles and is the second most densely populated city in the state, with a population of approximately 24,260 residents (2024 Snohomish County Growth Monitoring Report, Table P-1). The City is projected to grow by about 50% by 2044 to 34,710 residents. In 2006, the City adopted the Town Center Subarea Plan, which upzoned 82 acres surrounding the Mountlake Terrace Transit Center to a transit-oriented development. Many new developments have been constructed along Van Ry Boulevard and near the intersection of 236th St SW and 56th Street. More development is anticipated now that light rail is operating.

Some of the population characteristics to consider during emergencies include:

- 9% of the population have disabilities,
- 24% of the population speaks a language other than English at home, and
- 18% of the population are foreign born.

The City has direct access to I-5, which is adjacent to the Mountlake Terrace Transit Center. The transit center provides a central location for a Link light rail station; regional and local bus service provided by King County Metro, Community Transit, and Sound Transit with both on-highway direct access and a bus terminal at the transit center adjacent to a regional parking garage.

Vulnerable areas include some geological hazard areas or steep slopes adjacent to I-5, including two WSDOT owned road bridges that cross this area, and the light rail infrastructure that runs parallel to I-5. The City has an elevated light rail line completed in 2024, one bridge on Van Ry Boulevard, and several buildings that are four-stories or higher. All of these structures meet seismic standards. Another structure of concern is the City's Recreation Pavilion; this structure is constructed of concrete with a high concrete ceiling in the natatorium and does not meet seismic standards.

#### 3.2 Hazard Identification and Risk Assessment

The Snohomish County Hazard Mitigation Plan (HMP) is published separately, and the accompanying risk assessment provides information on potential natural, technological, and human caused hazards throughout the County. The dynamic and cascading variables of a disaster may alter this assessment.

The Hazard Identification and Risk Assessment (HIRA) identifies Snohomish County's hazards and their potential and estimated consequences (including impacts to residents, buildings and infrastructure, the economy, and the natural environment). The HIRA identifies those hazards the County is at risk from as the basis for an all-hazards approach to preparedness, mitigation, response, and recovery. The table below is the ranking of the 13 hazards, from highest to lowest,

that the City faces. For more information on each hazard, please refer to the Mountlake Terrace's Annex to the Snohomish County Hazard Mitigation Plan.

| Ranked Hazards         | Local Description of Exposure and Vulnerability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Earthquake and Tsunami | <p>Mountlake Terrace sits within the Cascadia Subduction Zone, a seismically active region stretching from British Columbia to Northern California. This fault system has generated powerful earthquakes at least five times over the past 2,000 years, and a future megaquake poses a significant threat to the region. Within the City, all infrastructure is at risk, particularly older buildings. The City's water main attached across I-5 is of particular concern.</p> <p>In the event of a major earthquake, the City could become isolated due to damage to critical transportation infrastructure, including Highway 99 and I-5. These routes are essential for bringing emergency aid into the area and for evacuating residents. Their loss would create population islands, severely limiting access to resources, medical care, and external support for days or even weeks. The compounded effects of structural damage, transportation disruption, and limited communication capacity underscore the City's high vulnerability to seismic events and their cascading impacts.</p> <p>The City is located approximately 4 miles inland from Puget Sound when measured by road distance and at a significantly higher elevation relative to the Puget Sound shoreline. This places it east of the coastal areas most vulnerable to direct tsunami impacts, but some areas of Snohomish County would be vulnerable to inundation.</p> <p>If coastal jurisdictions are directly impacted by a tsunami, regional transportation, emergency services, and supply chains may be disrupted, potentially delaying aid and resources to the City. Evacuees from affected areas could increase demand on local shelters and public services.</p> <p>Overall, the most serious impacts would be to the water, sewer, stormwater, and transportation systems in addition to older buildings. Significant vulnerabilities exist.</p> |
| Wildfire               | <p>Smoke and transportation issues related to wildland fire has previously impacted the City, most recently in the summer of 2022 from the Bolt Creek fire. Concerns include public health (from smoke), public safety, transportation, impacts to economic development (loss of business and tourism), and water supply/quality. Much of the City's Urban Growth Area (UGA) lies in within an urban tree canopy and is at medium risk of wildfires, given the right circumstances (e.g. high</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <p>winds, low humidity, etc.). If wildfires impact other jurisdictions, regional air quality and transportation systems may deteriorate, increasing public health risks and limiting access to the City. Economic losses from tourism and business disrupt recreational areas are affected. Water supply and quality could also be compromised, and post-fire landslide risks may increase. Moderate vulnerability exists.</p>                                                                                                                                                                                                                                                                                                                                                                                                    |
| Cybersecurity         | <p>The City is often the recipient of malicious e-mail attempts for phishing. City IT staff continually work to mitigate with updating software, backing up files, and training the other City staff to identify attempts to break into the network. All City infrastructure, including water facilities, City Hall, and the Public Works yard, would be at risk. Moderate vulnerability exists.</p> <p>If a cybersecurity breach affects other jurisdictions, regional IT networks and shared systems may be compromised, increasing the risk of intrusion into the City's infrastructure. Disruption to interagency communication and emergency coordination could delay response efforts. Additionally, attacks on nearby utilities or government systems may indirectly impact city operations and public services.</p>       |
| Aircraft Accident     | <p>Paine Field Airport is located about 10 miles north of the City, which accommodates both commercial and private airlines. Many flight paths to and from Paine Field are directly above or near the City's airspace at a relatively low elevation. SeaTac Airport and Boeing Field are located about 30 and 20 miles south of the City. Similar to Paine Field, many flight paths from these locations are directly above or near the City's airspace but at a higher elevation. Medium vulnerability exists.</p> <p>Public safety concerns may arise from hazardous materials or airspace disruptions. Impacts to the local workforce could be significant, as many residents are employed at these facilities and emergency response resources may also be strained, particularly if multiple jurisdictions are involved.</p> |
| Severe Weather Events | <p>Except for the COVID-19 pandemic, most emergency incidents the City has responded to in the past 20 years have been weather related. Flooding, snow and ice, wind, and other severe weather events have caused property loss, power disruption, and/or transportation disruption in the past.</p> <p>Winter rain events with high winds have led to power outages affecting most of the City and downed trees and power lines caused several street closures. All infrastructure within the city is at high to moderate risk of vulnerability, especially older infrastructure.</p>                                                                                                                                                                                                                                            |



|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p>The City has a priority snowplow map and priority flooding locations map to use in preparation for and during events to guide staff during their field response.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Hazardous Materials | <p>Due to its proximity to key transportation corridors, the City faces a notable vulnerability to hazardous materials incidents. I-5 divides the east and west side of the City. The City is bordered by 220<sup>th</sup> St SW to the north, 205<sup>th</sup> St SW to the south, and HWY 99 to the west which are heavily trafficked by commercial vehicles such as tanker trucks and tractor trailers.</p> <p>The convergence of these routes near densely populated and critical infrastructure areas increases the risk of hazmat-related accidents, spills, or derailments that could impact public safety and environmental health. In addition, Snohomish County Transfer Station is located within the industrial area of the City. Moderate vulnerability exists.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Volcano             | <p>The City is exposed to volcanic hazards from Glacier Peak, an active volcano located in eastern Snohomish County, and from Mount Rainier. Glacier Peak has produced some of the most explosive eruptions in the continental U.S. over the past 15,000 years. While the City is not in the immediate impact zone, ashfall from a major eruption could affect air quality, transportation, and power systems. Vulnerable populations, including seniors, children, and those with disabilities, may face heightened risks due to limited mobility and access to emergency resources. Buildings and infrastructure, especially older structures, could be impacted by ash accumulation and service disruptions. Moderate vulnerability exists, but much could be mitigated with preparedness measures, education, and identification of evacuation routes.</p> <p>If a major eruption occurs outside Snohomish County but within the region, transportation, air quality, and power systems could be severely disrupted, affecting the city even if it outside the immediate impact zone. Ashfall may damage infrastructure and contaminate water sources, while vulnerable populations could face heightened health and mobility risks. Economic impacts may also be felt locally, especially if the regional workforce—including City residents employed in affected areas—is displaced or unable to commute.</p> |
| Disease Outbreak    | <p>The City and its surrounding areas are susceptible to human health hazards, particularly due to their location at the intersection of two major transportation highways—SR 99 and I-5. These corridors facilitate high volumes of regional and interstate travel, increasing exposure to communicable diseases and other public health threats.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | <p>The COVID-19 pandemic highlighted the vulnerability of communities like the City to widespread health emergencies. It underscored the importance of preparedness, rapid response coordination, and resilient healthcare and communication systems. Challenges such as supply chain disruptions and limited access to medical resources create moderate risk.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Extreme Heat & Drought | <p>The City is increasingly vulnerable to extreme heat events due to a combination of environmental and demographic factors. Numerous urban "heat islands"—areas with dense development, limited tree canopy, and high concentrations of asphalt and concrete—amplify temperatures during heatwaves, posing serious health risks. Seniors, children, and those with health issues are particularly susceptible to heat-related illnesses and may face barriers to accessing cooling resources. As climate change drives more frequent and intense heat events, the City's vulnerability is expected to grow.</p> <p>As of 2025, 100% of Snohomish County is affected by drought conditions, with the area experiencing its 6th driest year-to-date in 131 years and a precipitation deficit of over 11 inches. The Washington State Department of Ecology issued a drought emergency declaration for portions of Snohomish County in June 2025, citing water supply shortages and reduced snowpack levels. Smaller communities and agricultural area face increased risk.</p> <p>This vulnerability affects not only water availability for residents and businesses but also agriculture, streamflow, and public health, especially during prolonged dry spells. As climate projections indicate continued variability in precipitation and snowpack, vulnerability will increase. Medium vulnerability exists.</p> |
| Mass Earth Movement    | <p>The City contains several steep slope areas adjacent to roadways, residential neighborhoods, and commercial zones. While historically considered to have low vulnerability, changing climate conditions—particularly the increase in frequency and intensity of heavy rainfall events—have elevated the risk of mass earth movement.</p> <p>Intense and prolonged precipitation can saturate soils beyond their capacity, triggering unexpected slope failures and landslides. These events pose threats to public safety, property, and infrastructure, especially in areas with older retaining systems or limited drainage. The combination of steep terrain and evolving climate patterns means that vulnerability to landslides and slope movement is increasing. A mass earth movement presents a minor to moderate risk to both water supply and wastewater collection systems, because it could damage infrastructure both above ground and below.</p> <p>If mass earth movement affects other jurisdictions, regional transportation routes and utility corridors may be disrupted, limiting</p>                                                                                                                                                                                                                                                                                                         |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | access to and from the City. Emergency response resources could be diverted or delayed, especially if neighboring areas experience widespread damage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Dam Failure      | The City owns and maintains a few low-head, earthen dams but due to their size formal emergency actions plans (EAPs) are not required. Failure of these earthen dams would result in impacts to downstream communities in the City of Lake Forest Park. Low vulnerability exists.                                                                                                                                                                                                                                                                                                                                                                |
| Active Assailant | The City faces a medium vulnerability to active assailant incidents due to a combination of public gathering spaces and demographic factors. Hosting more than two dozen special events annually—including parades and festivals— the city presents multiple targets for manmade threats. Mountlake Terrace High School reflects national trends in rising mental and behavioral health challenges among youth, as noted by the CDC. Additionally, the City’s compact downtown, limited ingress/egress routes, and concentration of public facilities increase the complexity of emergency response and evacuation. Medium vulnerability exists. |
| Flood            | Localized flooding from creeks and low-lying areas is a persistent and consistent threat to the City. However, the city has a critical flooding list and map to help crews prepare for and respond to flooding events. As climate change increases the intensity and unpredictability of precipitation events, the City’s vulnerability to flood is at a medium level.                                                                                                                                                                                                                                                                           |

### 3.3 Economy

The City currently has 8,431 jobs and is expected to increase that number to 11,148 by 2044. In 2022, 10,878 of Mountlake Terrace residents worked outside of the City compared to 6,363 commutes to the City for work according to the U.S. Census Bureau LEHD Origin-Destination Employment Statistics. The City is primarily residential with one anchor business, Premera, a few medium sized businesses, and many small businesses.

The primary employers (separated by distinct physical locations) in the City include:

- Premera
- 1st Security Bank, FS Bancorp Inc.
- Umpqua Bank
- West Plaza Retail (including DD Meats)
- Mountlake Terrace High School
- City of Mountlake Terrace Civic Campus (City Hall, Fire Department, Police Department, Library)
- City of Mountlake Terrace Recreation Pavilion
- City of Mountlake Terrace Operations

### 3.4 Government Structure

The City is a code city and has a Council-City Manager form of government, with seven councilmembers who are elected at large. The role of City Council is to enact laws and set policies which are implemented by the City Manager and staff. Through these legislative actions, the Council adopts goals and strategies in accordance with their vision for the community. The goals are carried out under the direction of the City Manager who is appointed by the City Council to oversee the staff and daily operations. The core city services include administration, recreation and aquatics, street operations, construction and maintenance, stormwater utility, sewer and water distribution utilities, and police.

The City's emergency framework is structured as follows:

- **Primary Declaring Authority:** As the "executive head" of the city under Washington state law (RCW 38.52.010), the City Manager has the sole authority to formally proclaim a local state of emergency or disaster.
- **Executive Orders:** Following a declaration, the City Manager exercises this authority through Executive Orders to direct city personnel, services, and equipment as necessary to manage the crisis.
- **City Council Ratification:** Local emergency proclamations issued by the City Manager must typically be ratified by the City Council at their next available meeting to remain in effect beyond a standard short-term window.

### 3.5 Operations

#### 3.5.1 Emergency Operations Board

The City's Emergency Operations Board (per MTMC 2.725.030) is hereby created to provide policy direction for emergency preparedness and mitigation. The Emergency Operations Board shall oversee the activities of, and provide direction to, the Emergency Management Committee during major emergencies and disasters. The Emergency Operations Board is responsible for the development and maintenance of the emergency operations plan.

The Emergency Operations Board (EOB) is authorized by the City Council to provide policy direction during emergencies. The EOB shall oversee the activities of, and provide direction to, the Emergency Management Committee (EMC) during major emergencies and disasters. The City Manager shall serve as the EOB Chair, and the Disaster Response Coordinator shall serve as the EOB Vice Chair.

The following roles will serve on the EOB:

- City Manager
- Disaster Response Coordinator (assignment varies by disaster)
- Deputy City Manager
- Communications Manager
- Public Works Department Director



- Community and Economic Development Department Director
- Police Chief
- Finance Department Director
- Public Information Officer

The EOB will typically have the following key duties during an emergency:

- **Policy Direction and Strategic Decision-Making:** The EOB provides the high-level "vision" for the response. They set the overall incident objectives and make critical policy decisions—such as authorizing curfews, mandatory evacuations, or the suspension of non-essential city services—to ensure the response aligns with the City's legal and political priorities.
- **Proclamation and Legal Authority:** The EOB, primarily through the City Manager, has the authority to formally proclaim a local emergency. In coordination with the City Attorney, the EOB will ensure all emergency orders are legally sound, drafted correctly, and formally communicated to the City Council for ratification and to state agencies for potential aid.
- **Financial and Resource Priority Authorization:** The EOB authorizes extraordinary emergency spending that exceeds standard limits. It prioritizes the allocation of limited City resources between competing department needs and authorize the activation of major mutual aid agreements or emergency contracts.
- **Executive-Level Liaison and Political Coordination:** The EOB serves as the primary link to external leadership. It coordinates with county, state, and federal officials, as well as private sector CEOs and heads of non-profits, to ensure a unified regional response and to advocate for the City's specific needs.
- **Unified Public Messaging and Crisis Communication:** Working closely with the PIO, the EOB ensures the City speaks with "one voice." It approves major press releases and holding statements, and the City Manager or a designated Department Head often serves as the official spokesperson for high-profile media briefings to provide public reassurance.

### 3.5.2 Emergency Management Committee

The City's Emergency Management Committee (EMC) shall provide direction and expertise in the development of the CEMP and all supporting documents. The City's Disaster Preparedness Coordinator (DPC) shall serve as the chair of the committee and shall provide direction and expertise in the preparation for disasters and shall be subject to the direction and control of the Deputy City Manager.

The EMC is comprised of key personnel designated by each department director. Members will normally staff the Mountlake Terrace Emergency Operations Center (EOC) as necessary during activation and coordinate the activities in their respective divisions or areas of responsibility during major emergencies and disasters. The following roles will serve on the EMC:

- Deputy City Manager
- Public Works Department Director (DPC)
- City Engineer
- Community & Economic Development Director
- Building Official
- Recreation, Parks and Facilities Department Director
- Police Commander(s)
- Finance Department Director
- Communications Manager (PIO)

The City's EMC shall meet on a regularly scheduled basis to ensure that the City is prepared for emergencies and disasters. The EMC does not have a designated role during an emergency.

### 3.5.3 Emergency Operations Team

The City's Emergency Operations Team (EOT) will be comprised primarily of operational team leaders. The event-based DPC will serve as the lead for the EOT. The event-based DPC assignment may vary by the type and nature of the disaster. Examples of staff who would be involved in this team, pending the type of emergency, include:

- Disaster Preparedness Coordinator
- Public Works Director
- Maintenance Supervisors
- Police Commanders or Sergeants
- Building Official
- City Engineer or a designee
- City Traffic Engineer
- IT Department Director or designee
- Finance Department Director or designee
- GIS Analyst
- Communications Manager (PIO)

The EOT would typically focus on these core duties:

- **Executing the Incident Action Plan (IAP):** The EOT is responsible for turning the strategic objectives set by the EOB into actionable assignments. The DPC oversees the execution of the Incident Action Plan (IAP) across all involved departments, from immediate police and fire response to infrastructure repairs by public works teams.
- **Information Management and Maintaining the Common Operating Picture (COP):** Team members (PIO, IT Director, Police Commanders, PW Supervisors) gather raw data from the field, filter, verify, and consolidate it into a single, accurate view of the situation (the COP). The event-based DPC then uses this COP to brief the EMC and inform operational adjustments. The EMC will inform the EOB as appropriate.
- **Resource Management, Tracking, and Allocation:** The EOT manages the logistics of the response. The Public Works Director and Maintenance Supervisors coordinate the deployment of heavy equipment, while IT Directors manage the distribution of communication devices. They track resource needs and formally request additional assets from regional partners when local supplies are exhausted.
- **Technical Specialization and Problem Solving:** The EOT uses its specific expertise to solve complex operational problems. The City Engineer, City Traffic Engineer and Building Official provide rapid structural assessments for damaged infrastructure, determining the safety of buildings and roads. Police Commanders manage law enforcement operations and ensure public order and safety measures are implemented in the field.
- **Managing Internal and External Communication Flow:** The IT Director ensures the EOC's internal communication systems are functional and redundant. The PIO manages the flow of authorized, consistent information to the media and public, while the Disaster Coordinator acts as the central link to provide operational updates to the high-level Emergency Management Board for their awareness and policy guidance.
- **Populate the necessary positions in the Emergency Operations Center (EOC) if opened:** The EOT would also populate the necessary positions within the EOC if it is open for an emergency.

### 3.6 Whole Community

The whole community approach to emergency management refers to a commitment to incorporating participation and input from partners in the private and nonprofit sectors, including nongovernmental organizations and the public into emergency preparedness activities. The importance of the whole community in emergency management planning is that individuals, families, businesses, government, nonprofit and faith-based organizations come together to prepare for disasters and represent the needs of their respective communities. This includes those with limited English proficiency, access and functional needs, aging populations, children,

and those from culturally diverse backgrounds. This Annex endeavors to engage the whole community during the planning process.

Whole community also includes a determination of the best ways to organize and strengthen resources, capacities, and interests. Engaging in whole community, emergency management planning builds a more effective path to societal security and resilience. This Annex supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle, including those who do not speak English as a primary or native language.
- Strengthen activities that work well daily to be leveraged in a disaster response.

In keeping with the whole community approach, this Annex was developed with the guidance of representatives from the following departments and agencies to access, address, and plan for the needs of our communities during disasters.

- Public Works Department
- Recreation, Parks, and Facilities Department
- Community and Economic Development Department
- Police Department
- Finance Department
- City Manager's Office
- South County Fire
- Snohomish County
- City of Edmonds Public Works Wastewater Division
- Alderwood Water and Wastewater District

### **3.7 Planning Assumptions**

The following assumptions apply to this Annex:

- Local authorities maintain operational control and responsibility for emergency management activities within their jurisdiction, unless otherwise superseded by statute or delegation of authority.
- Some emergencies or disasters will occur with enough warning that appropriate notification can be achieved to ensure some level of preparation. Other situations will occur with no advanced warning.
- Priority of response and recovery will be to protect life, property, the environment, and the economy.
- An incident may overwhelm the capabilities of the City or Snohomish County to provide prompt and effective emergency response and recovery.
- If the situation is beyond the response or recovery capabilities of the City or Snohomish County, then the City, County, or outside agencies will request activation of the County's Emergency Operations Center (EOC) who, as available and appropriate, will coordinate



with other city, town, tribal, county, State, and Federal emergency management agencies and responders.

- Response and recovery are best coordinated at the lowest level of government.
- Infrastructure damage after a major disaster could cut parts of the City off from assistance. City residents, businesses, and industries need to be prepared to be self-sufficient following a disaster for a minimum of fourteen days.
- Communications systems may be overloaded and/or suffer physical disruption from incident damage and/or loss of staff.
- Emergency personnel may be casualties of the incident, preventing them from performing their assigned emergency duties.
- Separate or cascading incidents may complicate response and recovery operations.
- Survivors may be in life-threatening situations requiring immediate rescue and medical care. Resources for these rescues may not be available.
- Damage to lifeline infrastructure such as roads, rail, air transportation facilities, ports, seaport terminals, communications systems, and utilities (water, power, gas) may hinder emergency response efforts, as well as impact normal distribution of public/private resources (food, fuel, water, etc.).
- The City may be unable to satisfy all emergency resource requests during an emergency or disaster. The arrival of state and/or federal assistance may be delayed dependent upon the magnitude of the disaster.
- Emergency management activities are accomplished using the National Incident Management System (NIMS).
- Before requesting EOC resources, normal operational and mutual aid requests must be exhausted or are forecasted to be exhausted.
- The Annex and activities will align with State and Federal plans unless they inhibit the response and recovery efforts of activities at the local level.
- Department and agency supporting plans and procedures are updated and maintained by responsible parties but align with this Annex.
- The Annex may not cover all aspects of every disaster but provides a framework response to all hazards.
- Vulnerable populations (including but not limited to those who may have special health or medical conditions, disabilities, access and functional needs, limited English proficiency, children, or those that may be experiencing homelessness) have unique needs and may require additional assistance before, during, and after disaster.
- Mitigation activities conducted prior to an emergency or disaster may reduce loss of life, injuries, and damage.

## 4. Organization, Roles, and Responsibilities

### 4.1 Responsibilities and Tasks by Phase

| Phase of Emergency Management | City Manager's Office (with Executive Assistant Support)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preparedness                  | <ul style="list-style-type: none"> <li>• Participate in training exercises.</li> <li>• Develop plans for employee notification and support during disaster activities.</li> </ul>                                                                                                                                                                                                                                                                                                                                                         |
| Response                      | <ul style="list-style-type: none"> <li>• Proclaim local emergency and provide visible leadership to the community</li> <li>• Coordinate communications with PIO and Emergency Committees.</li> <li>• Request assistance from Snohomish County DEM, if necessary.</li> <li>• Execute emergency activities authorized by City Code.</li> <li>• Carry out the duties of the City Manager.</li> <li>• Maintain continuity of government.</li> <li>• Proclaim special emergency orders under Mountlake Terrace City Ordinance 2201.</li> </ul> |
| Recovery                      | <ul style="list-style-type: none"> <li>• Provide closure to emergency with summary of disaster, current situation, updates, and safety guidelines.</li> <li>• Provide next steps to public via social media, press release, press briefings, website.</li> <li>• Provide up-to-date resources and report information for public to stay informed on the latest developments. This could be by phone, website, email, or social media.</li> </ul>                                                                                          |
| Emergency Operations Center   | <ul style="list-style-type: none"> <li>• Provide overall direction of the City's emergency operations as the EOB Chair.</li> <li>• Provide policy direction through the EOB.</li> <li>• Provide policy direction, recommendations, and planning.</li> </ul>                                                                                                                                                                                                                                                                               |
| Phase of Emergency Management | Deputy City Manager (with City Clerk Support)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Preparedness                  | <ul style="list-style-type: none"> <li>• Participate in external and internal trainings.</li> <li>• Build network with other Deputy City Manager's focused on emergency management preparedness.</li> </ul>                                                                                                                                                                                                                                                                                                                               |
| Response                      | <ul style="list-style-type: none"> <li>• Review contracts for emergency work and procurement.</li> <li>• Assist in identifying sources of disaster funds if departmental budgets are exceeded.</li> <li>• Assist departments with the compilation of disaster related financial information.</li> </ul>                                                                                                                                                                                                                                   |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• Provide support to the Recreation and Parks Department to develop plans for providing limited temporary shelter for individuals with access and functional needs.</li> <li>• Provide support to the Recreation and Parks Department to develop plans to coordinate volunteer groups to assist individuals with access or functional needs in their homes.</li> <li>• Coordinate the registration of temporary emergency workers and volunteers.</li> <li>• Coordinate city-wide planning efforts for the evacuation of City buildings through the City Safety Committee.</li> <li>• Provide support in the coordination of food and water distribution until Red Cross Mass Care Program is activated.</li> <li>• Secure public records as necessary.</li> </ul>                                                                                                                                                                          |
| Recovery                             | <ul style="list-style-type: none"> <li>• Provide financial oversight and grant management.</li> <li>• Provide interagency and stakeholder liaison.</li> <li>• Ensure equitable recovery and inclusion.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Emergency Operations Center          | <ul style="list-style-type: none"> <li>• Ensure that the EOC is fully staffed and has adequate resources.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Phase of Emergency Management</b> | <b>Communications Manager / PIO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Preparedness                         | <ul style="list-style-type: none"> <li>• Provide public with education on safety and emergency preparedness per DEM.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Response                             | <ul style="list-style-type: none"> <li>• Maintain public confidence through clear and consistent communication and by providing accessible and timely information.</li> <li>• Warn the public of impending disasters and provide adequate instructions before, during, and after an emergency.</li> <li>• Develop and execute communication plan based on type and severity of emergency. Submit plan to City Manager for approval.</li> <li>• Connect with County DEM and PIO for coordination and next steps. Coordinate dissemination of emergency warning information through available City resources and DEM.</li> <li>• Decide on media spokesperson/spokespeople with EOT and prepare statement to go out across communications City Manager, Deputy City Manager, PIO, and Police Department channels.</li> <li>• In coordination with City Manager, announce emergency declaration via press release, website, social media channels, news (broadcast/radio).</li> </ul> |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• Work in conjunction with City Manager and media spokesperson to coordinate press briefings, as needed.</li> <li>• Relay emergency information to the public using social channels, news media, website, and other emergency channels.</li> <li>• Coordinate updates from departments in Emergency Operations Center using one method/channel. Filter through City Manager for approval before publicizing.</li> <li>• Coordinate dissemination of emergency warning information with DEM through the Emergency Alert and Radio Systems and available DEM resources.</li> <li>• Provide internal situation reports, as needed.</li> </ul> |
| Recovery                             | <ul style="list-style-type: none"> <li>• Inform residents and business owners about available local, state, and federal aid including locations of disaster assistance centers and application deadlines.</li> <li>• Provide progress updates on recovery efforts.</li> <li>• Release official incident statistics.</li> <li>• Facilitate public engagement and feedback.</li> <li>• Conduct post-crisis evaluations.</li> </ul>                                                                                                                                                                                                                                                  |
| Emergency Operations Center          | <ul style="list-style-type: none"> <li>• Coordinate messaging with the EOC.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Phase of Emergency Management</b> | <b>City Council</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Preparedness                         | <ul style="list-style-type: none"> <li>• Participate in training exercises as appropriate.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Response                             | <ul style="list-style-type: none"> <li>• Appropriate emergency funds to meet community needs.</li> <li>• Make policy decisions by ordinance, as needed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Recovery                             | <ul style="list-style-type: none"> <li>• Appropriate recovery funds as needed</li> <li>• Modify policies, if needed, based on lessons learned from emergency actions.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Phase of Emergency Management</b> | <b>Emergency Preparedness Coordinator</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Preparedness                         | <ul style="list-style-type: none"> <li>• Serve as chair of and oversee the organization, administration, and operation of the Emergency Management Committee (EMC).</li> <li>• Resolve questions of authority and responsibility among EMCs</li> <li>• Draft, review, and recommend disaster preparedness and mutual aid plans and/or agreements.</li> </ul>                                                                                                                                                                                                                                                                                                                      |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• Draft, review, and recommend ordinances and resolutions necessary to implement plans and agreements.</li> <li>• Organize and direct the training of the EMC, including practice drills.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Response                             | <ul style="list-style-type: none"> <li>• Coordination with regional partners for supplies, assistance, and information.</li> <li>• Coordination with vendors for supplies.</li> <li>• Coordination between Emergency Management Policy Team and EOC Team.</li> <li>• Coordination with Public Works Supervisors and Leads.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Recovery                             | <ul style="list-style-type: none"> <li>• Prioritize damage and repair work.</li> <li>• Document damage and repair costs.</li> <li>• Coordination with regional partners and regulatory authorities.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Emergency Operations Center          | <ul style="list-style-type: none"> <li>• Serve as the EOC lead.</li> <li>• Serve as the liaison with the Emergency Policy Team and/or Executive Team.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Phase of Emergency Management</b> | <b>Emergency Operations Team</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Preparedness                         | <ul style="list-style-type: none"> <li>• Plan Development and Revision: Collaborate to create and update the Emergency Operations Plan (EOP), City Emergency Management Plan (CEMP), Hazard Mitigation Plan (HMP) and other related plans. This involves conducting Threat and Hazard Identification and Risk Assessments to ensure the plan addresses current regional risks, such as severe weather or infrastructure failure.</li> <li>• Training and Exercises: Participate in regular training sessions and simulation exercises (such as tabletop or full-scale drills) to validate procedures. These exercises are designed to test communication redundancies, identify resource gaps, and ensure all staff are proficient with current EOC technologies.</li> <li>• Establishing Mutual Aid and Partnerships: Identify and formalize Mutual Aid Agreements with neighboring jurisdictions and private-sector partners. This ensures that "surge capacity" for personnel and specialized equipment is pre-arranged before a crisis occurs.</li> <li>• Resource and Equipment Maintenance: Members are responsible for the ongoing readiness of the physical EOC facility. This includes testing backup power systems (generators), verifying the reliability of interoperable radio and satellite communications, and maintaining essential supplies.</li> <li>• Personnel Qualification and Certification: Ensure that all staff are qualified and certified for their specific roles (e.g., Operations Chief, Logistics Chief). This involves maintaining up-to-date rosters and ensuring staff understand their "call-back" procedures for sudden activations.</li> </ul> |



|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Response | <ul style="list-style-type: none"> <li>• <b>Information Collection, Analysis, and Dissemination:</b> Acts as a "nerve center," gathering data from field responders, sensors, and outside agencies to maintain a Common Operating Picture. This includes preparing situation reports and maps to help leaders make informed decisions.</li> <li>• <b>Resource Management and Coordination:</b> Identifies, acquires, and tracks resources that exceed the capacity of on-scene responders. This involves coordinating with local, state, and federal partners to source personnel, equipment, and supplies.</li> <li>• <b>Interagency Coordination and Policy Direction:</b> Brings together representatives from diverse sectors to synchronize their efforts. It also provides high-level policy guidance on strategic priorities, such as authorizing curfews or protective measures.</li> <li>• <b>Public Information and Warning:</b> Manage external communications to ensure the public receives accurate, timely, and consistent safety instructions and emergency alerts across multiple platforms.</li> <li>• <b>Logistics and Financial Accountability:</b> Manages the "business" of the emergency by handling immediate expenditures, documenting personnel hours, and tracking costs. This meticulous record-keeping is vital for future state and federal disaster reimbursement.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Recovery | <ul style="list-style-type: none"> <li>• <b>Coordinating Post-Disaster Damage Assessments:</b> Serves as the central hub for collecting and analyzing damage reports from field teams (e.g., Public Works and Building Inspectors). This data is used to provide situational awareness of the disaster's scope and to determine if damages meet the thresholds required for a formal State or Federal Disaster Declaration.</li> <li>• <b>Managing Disaster Assistance and Documentation:</b> Ensure all emergency activities, personnel hours, and equipment costs are meticulously documented. This administrative rigor is essential for the City to successfully apply for and receive financial cost recovery from agencies like FEMA through programs such as Public Assistance.</li> <li>• <b>Facilitating the Restoration of Essential Services:</b> Coordinates the strategic prioritization of utility and infrastructure repairs. This includes working with both City departments and private utility partners to restore potable water, sewer services, electricity, and critical transportation corridors in a logical, efficient sequence.</li> <li>• <b>Transitioning to Long-Term Recovery Frameworks:</b> Manages the handoff of responsibilities from emergency support functions to Recovery Support Functions. This involves establishing coordination groups that focus on long-term goals like housing assistance, economic revitalization, and community well-being.</li> <li>• <b>Conducting After-Action Reviews:</b> Leads the evaluation of the response and initial recovery efforts. They identify "lessons learned" and coordinate the drafting of an After-Action Report to improve future emergency plans, update city ordinances, and strengthen overall community resilience.</li> </ul> |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Emergency Operations Center   | <p>The Emergency Operations Team is typically focused on the following at the EOC during an emergency:</p> <ul style="list-style-type: none"> <li>• Establishing and Maintaining a Common Operating Picture: Collect, analyze, and verify all information from field operations (Police, Fire, Public Works) and external agencies. This data is displayed and shared among all team members to ensure everyone has a shared, accurate understanding of the incident's scope, status, and impacts, enabling coordinated decision-making.</li> <li>• Resource Management and Allocation: Identify, prioritize, and track the resources needed for the response. When local resources are depleted, the EOT coordinates requests for additional personnel, equipment, supplies, and facilities through mutual aid agreements with neighboring jurisdictions or state/federal partners.</li> <li>• Coordinating Inter-Agency Response: The EOT serves as a central hub where representatives from different city departments (Public Works, IT, Finance, etc.) and outside agencies (Red Cross, Snohomish Health Department) come together. The EOT synchronizes these diverse activities to ensure a unified and efficient effort, preventing conflicting actions and promoting a common purpose.</li> <li>• Developing and Implementing the Incident Action Plan (IAP): The EOT Planning section, in coordination with other sections, develops the IAP for each operational period (e.g., 12 or 24 hours). This plan outlines the specific objectives, strategies, and resource assignments for managing the incident, which the EOT Operations section then executes.</li> <li>• Providing Public Information and Warnings: The EOT includes a Public Information Officer (PIO) who manages all external communication. They coordinate with the policy group and other sections to ensure timely, accurate, and consistent information and instructions (e.g., evacuation orders, shelter locations, health advisories) are released to the media and the public.</li> </ul> |
| Phase of Emergency Management | <b>“Event Based” Emergency Preparedness Coordinator</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Preparedness                  | <ul style="list-style-type: none"> <li>• Coordinate emergency activities of local agencies in preparing and responding to disasters.</li> <li>• Coordinate mitigation and preparedness activities as appropriate.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Response                      | <ul style="list-style-type: none"> <li>• Work with Communications Manager to coordinate with agencies during a disaster.</li> <li>• Work with Communications Manager and City Manager’s Office to assist with public information during response.</li> <li>• Coordinate Proclamation of Local Emergency with the City Manager and DEM Director.</li> <li>• Assist with the emergency proclamation.</li> <li>• Manage the Mountlake Terrace EOC during activation.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <ul style="list-style-type: none"> <li>• Request outside assistance, when necessary, from the Snohomish County Department of Emergency Management, Washington State Emergency Operations Center (SEOC), and/or the Federal Emergency Management Agency (FEMA) through the DEM Director.</li> <li>• Assist responsible City staff to prepare and submit the disaster assistance paperwork to the appropriate agencies.</li> <li>• Support the Police Department with amateur radio operators and CERT volunteers during disaster operations.</li> <li>• Act as liaison between City personnel and military personnel responding to an emergency.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Recovery                    | <ul style="list-style-type: none"> <li>• Act as point-of-contact for requesting disaster assistance from other governmental agencies (except mutual aid).</li> <li>• Collect damage assessments, incident reports, or other disaster analysis reports as necessary.</li> <li>• Coordinate the overall long term recovery efforts following a disaster.</li> <li>• Submit completed disaster assistance paperwork to the County for submittal to appropriate county, state and federal agencies.</li> <li>• Coordinate the establishment of disaster assistance centers to support community recovery efforts.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Emergency Operations Center | <p>Coordinates with the EOC on the following items during an active emergency:</p> <ul style="list-style-type: none"> <li>• EOC Activation and Scaling: Works with the City Manager to determine when to activate the EOC based on incident complexity. Coordinate the "scaling" of the EOC, ensuring the correct Incident Command System (ICS) sections (Operations, Planning, Logistics, Finance) are staffed according to the specific needs of the disaster.</li> <li>• Maintaining the Common Operating Picture (COP): Lead the collection and analysis of field data to ensure all EOC sections see the same real-time information. This includes coordinating situational briefings and distributing authorized updates to regional partners.</li> <li>• Multi-Agency Resource Coordination: Manages requests for outside aid. Facilitate mutual aid Agreements with neighboring jurisdictions and coordinate with state or federal agencies (FEMA) to bring in specialized equipment or personnel.</li> <li>• Public Warning and Alerting: Oversee the technical and messaging aspects of the City's alert systems. Ensures that life-safety messages, such as evacuation orders or "shelter-in-place" notices, are coordinated with the Public Information Officer (PIO) and disseminated accurately across all platforms.</li> <li>• Policy Integration and Executive Liaison: Serves as the primary advisor to the City Manager. Translate executive priorities into actionable objectives for EOC staff and ensure that emergency proclamations or legal ordinances are drafted and implemented correctly.</li> </ul> |

| Phase of Emergency Management | Finance Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preparedness                  | <ul style="list-style-type: none"> <li>• Establishing Emergency Reserves and Liquidity: Manage the "Rainy Day Fund" or dedicated disaster reserves. Ensure these funds have sufficient liquidity to cover the first 30–60 days of an emergency before state or federal aid (like FEMA) is disbursed.</li> <li>• Negotiating Mutual Aid and Emergency Contracts: Formalize pre-event contracts and interlocal agreements. By bidding out services like debris removal, emergency catering, and temporary staffing before a disaster occurs, they lock in fair pricing and ensure rapid resource arrival during a crisis.</li> <li>• Developing Disaster Accounting Systems: Create a pre-built accounting framework, including specific "Project Codes" and digital tracking forms. This ensures that the moment an emergency is declared, staff can immediately begin documenting reimbursable costs in a format that meets FEMA and State audit requirements.</li> <li>• Maintaining Continuity of Financial Operations (COOP): Ensure that critical financial functions—such as payroll, accounts payable, and banking—can be performed remotely or from a backup site. This includes securing cloud-based access to financial software and establishing out-of-band banking procedures if local systems fail.</li> <li>• Managing Insurance and Risk Portfolio: Review and update the City's insurance policies, ensuring coverage for specific regional hazards (e.g., earthquakes or floods). Participate in Hazard Mitigation Planning to identify infrastructure projects that, if funded pre-disaster, will reduce the City's long-term financial liability.</li> </ul> |
| Response                      | <ul style="list-style-type: none"> <li>• Authorize Emergency Procurement Authority: Coordinate with the EOC to immediately activate pre-approved emergency spending limits. This allows departments to bypass standard, time-consuming purchasing protocols and quickly acquire critical resources like equipment, water, or life-saving services.</li> <li>• Establish Incident Cost Tracking (Disaster Accounting): Set up a specific, dedicated accounting structure for all emergency-related expenditures. This includes creating unique "activity codes" to meticulously track every hour of overtime, equipment usage, and purchase made during the event. This detailed accounting is essential for federal reimbursement claims later.</li> <li>• Ensure Payroll and Financial Continuity: Prioritizes maintaining a functional payroll system, even if the primary city hall is inaccessible. Ensure staff and first responders receive timely paychecks during the crisis, which is crucial for morale and continued operations.</li> <li>• Expedite Emergency Contracts: Review and execute pre-negotiated contracts with vendors for essential services, such as debris removal, temporary housing, or heavy equipment rental. This ensures a "surge</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                    |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <p>capacity" of private sector resources is available to support the City's response efforts.</p> <ul style="list-style-type: none"> <li>• Provide Real-Time Expenditure Projections to EOC: Run estimates of operational costs. This data allows City command staff to make fiscally sound decisions about resource allocation and to anticipate the overall financial impact of the event</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Recovery                    | <ul style="list-style-type: none"> <li>• Grant Application and Management: Leads the formal application process for state and federal relief, such as FEMA Public Assistance and the Disaster Supplemental Grant Program. Act as the primary liaison for identifying eligible projects.</li> <li>• Audit-Ready Cost Documentation: Finalize the "disaster accounting" files, ensuring every dollar spent during the response is backed by rigorous documentation (e.g., invoices, force account labor records, and equipment logs). This documentation is critical to survive federal audits and ensure the City receives the typical 75% federal reimbursement share.</li> <li>• Economic Recovery Support: Leverage tools like Small Business Administration (SBA) Economic Injury Disaster Loans and specialized funding pathways to help local businesses rebound.</li> <li>• Financial Resilience and Risk Analysis: Conduct a post-incident evaluation of the City's financial vulnerabilities. Update reserve fund policies, evaluate insurance coverage adequacy, and may issue new debt or manage liquidity facilities to cover the remaining local share (often 25%) of recovery costs</li> </ul>                                                                                                                                                                                                                                    |
| Emergency Operations Center | <p>The Finance Department will typically coordinate with the EOC on the following items during an emergency:</p> <ul style="list-style-type: none"> <li>• Emergency Procurement and Contracting: Works with the EOC to expedite the purchase of life-saving supplies, equipment, and services. This includes authorizing emergency spending that may bypass standard non-emergency bidding processes to secure rapid assistance.</li> <li>• Tracking Personnel Costs and Payroll: Coordinates the recording of all on-duty time for emergency response personnel. Ensure the City's financial continuity by maintaining payroll systems and processing specialized "Disaster Accounting" entries for mission-essential personnel.</li> <li>• Cost Recovery and Reimbursement Documentation: A critical function is the meticulous collection of incident logs, force account labor records, and expenditure receipts. This data is essential for the City to maximize reimbursement from state and federal agencies like FEMA.</li> <li>• Damage and Loss Estimates: Assist the EOC in assessing physical damage to public property and aggregate damage to private property. Provide the EOC with actual and projected expenditure estimates to inform policy decisions and budget adjustments.</li> <li>• Risk Management and Claims Processing: Coordinates the documentation and processing of workers' compensation and injury</li> </ul> |



|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                | <p>claims for City staff. Manage property and liability insurance claims related to disaster-induced damages.</p> <ul style="list-style-type: none"> <li>Financial Continuity of Government: Ensures that the City's bank can continue handling transactions and that revenue collection systems remain functional or have established fallback procedures.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Phase of Emergency Management</b>           | <b>Public Works Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Preparedness                                   | <ul style="list-style-type: none"> <li>Facilitate and participate in internal and regional training exercises.</li> <li>Serve as the current Emergency Preparedness Coordinator</li> <li>Develop internal Standard Operating Procedures for emergencies.</li> <li>Identify primary and secondary routes for prioritizing resources to keep life-safety access routes clear and open.</li> <li>Train staff to assess damage to structures, roadways, and buildings.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Response – Engineering Division                | <ul style="list-style-type: none"> <li>Provide information on current road conditions.</li> <li>Collect damage assessment information.</li> <li>Provide assessment of transportation routes, identify alternate routes, and provide temporary traffic control measures/devices and operational control of traffic signals.</li> <li>Provide support, information, and recommendations on traffic routes during flooding.</li> <li>Provide support in the initial damage assessment of City infrastructure.</li> <li>Provide engineering and architectural services for transportation and municipal infrastructure.</li> <li>Provide weather service updates and appropriate warnings and monitor rain gauges and other flood warning equipment.</li> <li>Coordinate with area utility providers for restoration of services.</li> </ul>                                                                                                                                                |
| Response – Operations and Maintenance Division | <ul style="list-style-type: none"> <li>Keep storm, sewer, and water systems sanitary and operational.</li> <li>Clear, maintain and/or repair major thoroughfares and bridges for emergency vehicles.</li> <li>Provide equipment and operators to assist in emergency situations.</li> <li>Coordinate debris removal, traffic control, road closures and protection of public property.</li> <li>Provide damage assessment, debris removal, emergency protective measures, emergency and temporary repairs and/or construction for public works infrastructure.</li> <li>Provide damage assessment, emergency repairs for City-owned vehicles, field communications equipment, department-managed facilities, and coordinate transportation facilities restoration (signals and streetlights).</li> <li>Provide support in initial damage assessment and safety evaluation of essential City facilities.</li> <li>Provide light and heavy equipment, generators and supplies.</li> </ul> |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <ul style="list-style-type: none"> <li>• Provide support to the Fire District in hazardous material incident response to City sewers and streets.</li> <li>• Provide support to the Fire District in managing fire response to an area and supporting traffic control.</li> <li>• Provide field communications support through existing communications equipment when requested.</li> <li>• Provide support to Community and Economic Development staff to determine building safety and recommend evacuation as appropriate.</li> <li>• Provide support to other departments in the damage assessment of City infrastructure.</li> <li>• Provide support to other departments in field activities as appropriate.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Recovery                    | <ul style="list-style-type: none"> <li>• Engineering division provides expertise and recommendations for reconstruction, demolition and structural mitigation activities during recovery.</li> <li>• Provide initial interim repair and reconstruction and coordinate permanent repair and reconstruction of City facilities.</li> <li>• Provide support to, perform, or contract for major recovery work as appropriate.</li> <li>• Assist with utility restoration as appropriate.</li> <li>• Provide expertise and recommendation for reconstruction, demolition and structural mitigation during recovery period.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Emergency Operations Center | <p>The Public Works Department typically coordinates with the EOC on the following items during an emergency:</p> <ul style="list-style-type: none"> <li>• Debris Management and Route Clearance: Coordinates the immediate removal of debris (e.g., fallen trees, snow, or wreckage) from "priority routes". This essential task ensures that fire, police, and medical personnel have clear access to incident sites.</li> <li>• Infrastructure and Facility Damage Assessment: Lead rapid structural evaluations of roads, bridges, and City-owned buildings. They provide the EOC with critical data on which facilities are safe to use, such as shelters or operational hubs and which must be condemned.</li> <li>• Restoration of Essential Utilities (Water and Sewer): Coordinates the emergency repair of broken water mains and sewer lines to maintain fire suppression pressure and protect public health. If utilities are privately owned, they act as the City's primary liaison to coordinate restoration priorities.</li> <li>• Flood Control and Stormwater Management: Coordinates monitoring of pipe networks, pump stations, and other structures. Manage flood-fighting efforts, such as sandbagging operations and the clearing of storm drains to prevent secondary flooding.</li> <li>• Traffic Control Support and Road Closures: Assist Police by providing and deploying physical barricades, temporary fencing, and detour signage. Coordinate the formal closure of unsafe roads and bridges to prevent public entry into hazard zones.</li> <li>• Emergency Contracting and Resource Sourcing: Works with the EOC to activate pre-negotiated emergency contracts for heavy equipment,</li> </ul> |

|                               | <p>potable water, or fuel. This provides the "surge capacity" needed when City resources are overwhelmed.</p> <ul style="list-style-type: none"> <li>• Support for Search and Rescue: Provide technical engineering advice and the heavy machinery required to support fire or specialized search and rescue teams during complex rescue operations involving collapsed structures or large-scale entrapment.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Phase of Emergency Management | Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Preparedness                  | <ul style="list-style-type: none"> <li>• Participate in internal and regional training exercises.</li> <li>• Develop emergency and evacuation plans for facilities under Police management.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Response                      | <ul style="list-style-type: none"> <li>• Provide command and control for law enforcement field operations through established Incident Command Posts.</li> <li>• Provide guidance for emergency traffic control.</li> <li>• Direct or support evacuation efforts as appropriate.</li> <li>• Provide support to the Snohomish County Medical Examiner for identification of the deceased.</li> <li>• Provide support in the dissemination of emergency warning information to the public.</li> <li>• Participate in initial jurisdiction-wide damage assessment as appropriate.</li> <li>• Provide support to other departments in city-wide structural damage assessment, traffic control, emergency warnings, road closure and protection of property as appropriate.</li> <li>• Provide security at the EOC during activation.</li> <li>• Provide coordination of explosive device identification, handling, and disposal through outside agencies.</li> <li>• Provide for the identification and preservation of essential department records.</li> <li>• Document emergency related costs and activities.</li> <li>• Coordinate amateur radio operators and CERT volunteers during disaster operations.</li> </ul> |
| Recovery                      | <ul style="list-style-type: none"> <li>• Secure impacted areas and infrastructure.</li> <li>• Prevent criminal activity and maintain order.</li> <li>• Facilitate logistical and humanitarian support.</li> <li>• Conduct post-disaster assessments and reporting.</li> <li>• Provide community reassurance and wellness support.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Emergency Operations Center   | <p>The Police Department will typically coordinate with the EOC on the following items during an emergency:</p> <ul style="list-style-type: none"> <li>• Evacuation and Traffic Management: Coordinate with the EOC to design and enforce evacuation routes and road closures. The EOC provides the strategic map for regional traffic flow, while police officers execute perimeter control and manual traffic direction at critical junctions to ensure the safe movement of residents and emergency vehicles.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• <b>Public Safety and Security:</b> Coordinate with the EOC to secure critical infrastructure—such as hospitals, shelters, and utility sites—and prevent looting or civil unrest in affected areas.</li> <li>• <b>Search and Rescue Support:</b> Provide field intelligence to the EOC regarding trapped individuals or high-risk zones. Coordinate with the EOC to request specialized regional search and rescue assets that exceed local capacity.</li> <li>• <b>Intelligence and Situational Awareness:</b> Officers in the field serve as "eyes and ears," relaying real-time reports on property damage and public needs to the EOC. The EOC aggregates this data into a Common Operating Picture (COP), which helps command staff prioritize the allocation of limited police resources.</li> <li>• <b>Communications and Alerting:</b> Coordinate with EOC staff to ensure that life-safety warnings (e.g., active threat alerts or shelter-in-place orders) are consistent and disseminated via the City's mass notification systems.</li> </ul>                                                                                                                                       |
| <b>Phase of Emergency Management</b> | <b>South County Fire</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Preparedness</b>                  | <ul style="list-style-type: none"> <li>• Participate in training exercises.</li> <li>• Develop emergency and evacuation plans for facilities under Fire District management.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Response</b>                      | <ul style="list-style-type: none"> <li>• Provide command and control for fire/hazmat field operations through established incident command posts as appropriate.</li> <li>• Provide fire suppression services.</li> <li>• Provide hazardous materials incident command and radiological monitoring. Coordinate with other government agencies as appropriate.</li> <li>• Provide light and heavy rescue response. Coordinate with other government agencies as appropriate.</li> <li>• Provide emergency medical services. When necessary and resources are available, coordinate the establishment of first aid stations, temporary medical treatment facilities and morgues within the jurisdiction. Coordinate transportation to hospitals.</li> <li>• Direct or support evacuation efforts as appropriate.</li> <li>• Provide support in the dissemination of emergency warning information to the public.</li> <li>• Provide support to the City for structural damage assessment, traffic control, emergency warnings, road closure and protection of property as appropriate.</li> <li>• Participate in initial jurisdiction-wide damage assessment as appropriate, including assessment of Fire District facilities.</li> </ul> |
| <b>Recovery</b>                      | <ul style="list-style-type: none"> <li>• <b>Damage Assessment and Safety Inspections:</b> Conduct rapid evaluations of structures and infrastructure to identify post-fire hazards like soil instability, debris flows, or compromised structural integrity. They may also assist building departments in determining if facilities are safe for re-entry or "habitation".</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• <b>Emergency Stabilization and Hazard Mitigation:</b> Non-emergency actions to prevent further damage, such as removing hazard trees, installing erosion control devices, or placing temporary barriers to protect recovering areas.</li> <li>• <b>Post-Incident Analysis and Lessons Learned:</b> Evaluate response to the disaster. This includes reviewing what prevention measures worked and identifying gaps in equipment, personnel, or training to better prepare the community for the next event.</li> <li>• <b>Documentation and Financial Tracking:</b> Document all personnel hours, equipment usage, and damaged assets. This documentation is critical for the City's liaison to FEMA for public assistance grants.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Emergency Operations Center          | <p>The South County Fire District typically coordinates on the following items with the EOC during an emergency:</p> <ul style="list-style-type: none"> <li>• <b>Resource Sourcing and Tracking:</b> While firefighters manage the immediate incident, the EOC handles the "big picture" logistics. The Fire District coordinates with the EOC to request, allocate, and track major resources that exceed on-scene capabilities, such as additional water tenders, specialized heavy rescue equipment, or fuel for fire apparatus.</li> <li>• <b>Mutual Aid Coordination:</b> For large-scale incidents like wildfires or mass-casualty events, the Fire District works with the EOC to activate and manage mutual aid agreements. The EOC serves as the hub for requesting assistance from neighboring jurisdictions, state agencies, or federal partners to ensure a unified regional response.</li> <li>• <b>Situational Awareness and Multi-Agency Reporting:</b> The Fire District provides real-time incident reports and field assessments to the EOC. This information is used to update the Common Operating Picture (COP), allowing City leaders to understand the scope of the fire or medical emergency and its impact on other city infrastructure, such as road closures or utility outages.</li> <li>• <b>Specialized Function Management (HazMat and Search &amp; Rescue):</b> The Fire District is typically the lead agency for specialized functions like Hazardous Materials (HazMat) response and Search &amp; Rescue (SAR). Coordination with the EOC is essential to ensure these high-risk operations have the legal, financial, and logistical support needed to operate safely over extended periods.</li> <li>• <b>Public Information and Warning Integration:</b> Fire District officials coordinate with the EOC's Public Information Officer (PIO) to ensure that life-safety messages—such as evacuation orders or "shelter-in-place" advisories—are accurate and disseminated rapidly through all city-wide alert channels.</li> </ul> |
| <b>Phase of Emergency Management</b> | <b>Recreation, Parks, and Facilities Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Preparedness                         | <ul style="list-style-type: none"> <li>• Develop plans for coordination of emergency sheltering and/or feeding following a disaster. This must include pets.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | <ul style="list-style-type: none"> <li>• Develop emergency and evacuation plans for municipal facilities under City management.</li> <li>• Develop plans for and coordinate the utilization of City facilities for temporary emergency shelters.</li> <li>• Develop plans to coordinate volunteer groups to assist individuals with access or functional needs in their homes.</li> <li>• Assist in the development of plans to coordinate emergency feeding and shelter for City staff during disaster activities.</li> </ul>                                                                                                                                                                                                                              |
| Response - Parks                  | <ul style="list-style-type: none"> <li>• Provide support to Public Works for debris removal, traffic control, road closures and perimeter control.</li> <li>• Provide field communications support through existing communications equipment.</li> <li>• Provide light and heavy equipment, generators and supplies.</li> <li>• Coordinate the use of City vehicles for emergency transportation as appropriate.</li> <li>• Coordinate the use of City Parks for staging areas during disaster response.</li> <li>• Provide damage assessment for City-owned facilities.</li> <li>• Provide for debris removal, emergency protective measures, emergency, temporary and permanent repairs and/or construction for City buildings and facilities.</li> </ul> |
| Response – Recreation             | <ul style="list-style-type: none"> <li>• Coordinate provision of food and water until Red Cross Mass Care Program is activated.</li> <li>• Coordinate with the Community Organizations Active in Disaster (COAD) for the provision of basic human needs such as temporary housing, clothing, household food, etc.</li> <li>• Work with State and Federal agencies during response and recovery to fill community unmet needs.</li> </ul>                                                                                                                                                                                                                                                                                                                    |
| Response – Facilities             | <ul style="list-style-type: none"> <li>• Ensure generators are running, as needed, and there is sufficient fuel available.</li> <li>• Inspect City buildings and related facilities for damage and hazards.</li> <li>• Support public works with mechanical related issues, as needed.</li> <li>• Support inspectors with building assessments, as needed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |
| Response – Administrative Support | <ul style="list-style-type: none"> <li>• Coordinate damage assessment and repair activities with the Department of Community &amp; Economic Development.</li> <li>• Provide for the identification and preservation of essential department records.</li> <li>• Document emergency related activities and costs.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Recovery                          | <ul style="list-style-type: none"> <li>• Coordinate for the provision of disaster mental health services following disaster response and into disaster recovery.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Emergency Operations Center       | The Parks, Recreation and Facilities Departments coordinate with the EOC on the following items during an emergency:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <ul style="list-style-type: none"> <li>• Shelter and Mass Care Activation: Coordinates with the EOC to ensure these buildings are safe, ADA-compliant, and equipped with functional backup power and sanitation systems for large populations.</li> <li>• Logistics and Resource Staging: Large open spaces like athletic fields and park parking lots are used as distribution centers for food and water or as debris staging sites. The department coordinates with the EOC to manage site access for heavy machinery and emergency vehicles.</li> <li>• Facility Safety and Infrastructure Maintenance: Manages the integrity of City-owned buildings. They coordinate with the EOC to conduct rapid damage assessments, manage emergency generator fuel levels, and ensure that critical environmental systems (HVAC, water, and lighting) remain operational during the crisis.</li> <li>• Personnel Deployment and Special Event Skills: Department staff are often cross trained as disaster service workers. Because they are experienced in planning large-scale special events (crowd control, logistics, and multi-department collaboration), they are frequently deployed to manage the "human side" of an emergency response.</li> <li>• Debris Management and Access Clearance: Parks maintenance crews use specialized equipment—like chainsaws, loaders, and woodchippers—to clear fallen trees and debris from critical access roads and public trails. This coordination ensures that first responders can reach affected areas without obstruction.</li> </ul> |
| <b>Phase of Emergency Management</b> | <b>Community and Economic Development Department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Preparedness                         | <ul style="list-style-type: none"> <li>• Develop emergency evacuation plans for municipal buildings.</li> <li>• Develop emergency and evacuation plans for facilities used by the Department.</li> <li>• Develop plans to address land use, environmental impact and related mitigation activities following disaster.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Response                             | <ul style="list-style-type: none"> <li>• Coordinate inspectors to compile initial damage assessment and safety evaluation of essential buildings following disaster.</li> <li>• Document and post information on red-tagged buildings.</li> <li>• Provide support for evacuation planning and assist in evacuation efforts as appropriate.</li> <li>• Provide support to the Fire District in the evaluation of structures during rescue operations.</li> <li>• Provide support in the initial damage assessment of City infrastructure.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Recovery                             | <ul style="list-style-type: none"> <li>• Provide for a streamlined permitting process in the wake of disaster to facilitate recovery efforts.</li> <li>• Provide maps for use in support of response and recovery operations.</li> <li>• Provide support for reconstruction, demolition and structural mitigation activities during recovery period.</li> <li>• Perform or contract for major recovery work as appropriate.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Emergency Operations Center   | <ul style="list-style-type: none"> <li>• Coordinate building inspection teams</li> <li>• Analyze, map, and disseminate damage assessments and safety evaluations to local officials and the County EOC</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Phase of Emergency Management | Information Technology Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Preparedness                  | <ul style="list-style-type: none"> <li>• Develop and Test an IT Disaster Recovery Plan (ITDRP): Compile an exhaustive inventory of critical hardware, software, and data. This plan includes defining Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) and must be tested annually to ensure data can be successfully restored from backups under stress.</li> <li>• Implement a Multi-Layered Backup Strategy: Maintain three copies of data on two different media types, with one copy stored securely off-site or in the cloud.</li> <li>• Strengthen Cybersecurity for Critical Systems: Prioritize the protection of essential services (e.g., 911 dispatch, utility controls) through Multi-Factor Authentication (MFA), regular vulnerability scans, and Endpoint Detection and Response (EDR) tools. This ensures that malicious actors cannot exploit a physical disaster to launch a concurrent cyberattack.</li> <li>• Establish Redundant Communication Channels: Prepare "out-of-band" communication tools. This includes setting up satellite internet (e.g., Starlink), maintaining caches of programmed two-way radios, and ensuring city leadership is enrolled in priority services like FirstNet or GETS/WPS for cellular priority.</li> <li>• Formalize Continuity of Operations (COOP) for IT: Prepare for "business as usual" from anywhere by ensuring all essential staff have ruggedized laptops, secure VPN access, and digital versions of emergency playbooks stored in offline-accessible locations. This allows the IT team to manage the City's network even if City Hall is inaccessible.</li> </ul> |
| Response                      | <ul style="list-style-type: none"> <li>• Provide computer and telecommunications support to the EOC.</li> <li>• Provide liaison for coordination with telephone service providers for the re-establishment of telephone services to the City government and guidance to departments for the protection of telephone systems.</li> <li>• Provide City departments with guidance and direction for the protection of computer hardware, software and data.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Recovery                      | <ul style="list-style-type: none"> <li>• Early Detection and Incident Assessment: Use real-time monitoring tools to spot system performance issues or security breaches early. Assess the severity, identifying which services are affected and the potential for data loss.</li> <li>• Activating Communication Redundancy: Ensure seamless communication by coordinating unified systems that work across multiple devices including maintaining backup internet, satellite links, and emergency radio networks to support responders if primary networks fail.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <ul style="list-style-type: none"> <li>• Containing Threats ("Stop the Spread"): Act to contain issues by disconnecting affected systems, disabling compromised accounts, or activating emergency firewall rules.</li> <li>• Defending Critical Infrastructure: Prioritize the security of the critical infrastructure sectors, such as water, energy, and emergency services, against cyber and physical threats.</li> <li>• Supporting the Common Operating Picture (COP): Manage the integration of digital tools like GIS mapping and federated video to provide accurate, real-time situational awareness for the EOC.</li> <li>• System Restoration and Data Recovery: Identify the root causes and begin restoring services from backups. Test systems in controlled environments to confirm data integrity before bringing them back online for public use.</li> <li>• Continuous Monitoring and Prevention: Implement ongoing health checks and automated security scans to prevent secondary incidents and ensure long-term stability.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Emergency Operations Center | <p>The IT Department coordinates with the EOC on the following items during an emergency:</p> <ul style="list-style-type: none"> <li>• Establishing and Maintaining Communications Infrastructure: Manages the technical setup for EOC operations, including redundant internet connections, encrypted VoIP lines, satellite links, and emergency radio caches to ensure constant contact with field units and regional agencies.</li> <li>• Common Operating Picture (COP) Support: Facilitates the software and hardware (such as GIS mapping and digital dashboards) that consolidate real-time field reports, sensor data, and weather updates into a single view for EOC personnel.</li> <li>• Cybersecurity and System Integrity: Coordinates with the EOC to monitor for and defend against cyberattacks that may target City infrastructure or disrupt the emergency response.</li> <li>• Mass Notification System Management: Ensures the technical reliability of platforms used by the EOC to broadcast wireless emergency alerts, SMS notifications, and social media updates to the public.</li> <li>• Continuity of Operations (COOP) Implementation: Coordinates the activation of backup servers, off-site data recovery, and remote-work capabilities to ensure critical city services—such as 911 dispatch, payroll, and public records—remain functional if physical offices are compromised.</li> <li>• On-site Technical Support: Provides immediate troubleshooting for AV systems used in virtual or hybrid briefings, breakout rooms, and EOC computer workstations to prevent technical delays during high-stress decision-making.</li> <li>• Resource Restoration: Coordinates with public utility communication providers and facilities management to assess and repair damages to City communication networks and restore power to critical data centers.</li> </ul> |

| Phase of Emergency Management | Human Resources Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preparedness                  | <ul style="list-style-type: none"> <li>• Participate in internal and regional training exercises.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Response                      | <ul style="list-style-type: none"> <li>• Employee Accountability &amp; Safety: Act as a central hub for tracking the status and location of all City employees. This includes managing emergency contact trees and coordinating evacuations to ensure personnel are safe and accounted for.</li> <li>• Emergency Staffing &amp; Redeployment: Identify and deploy "essential personnel" required for immediate response (e.g., public safety, public works). Reassign non-essential staff to support critical functions, manage non-traditional shift schedules (such as 24/7 operations), and coordinate with volunteer or mutual aid personnel.</li> <li>• Crisis Communication (Internal): Lead communication with City staff. Provide transparent, empathetic updates regarding workplace safety, remote work arrangements, and changes to City operations to prevent misinformation and maintain morale.</li> <li>• Business Continuity &amp; Payroll: Ensure that essential administrative functions continue, specifically by managing payroll under emergency conditions. This may involve implementing alternative methods for distributing pay if standard banking or digital systems are disrupted.</li> <li>• Employee Well-being &amp; Support: Facilitate immediate access to psychological support, such as activating Employee Assistance Programs (EAPs) or providing on-site counseling services.</li> <li>• Policy Management &amp; Compliance: Interpret and apply emergency-specific policies, such as hazard pay, temporary leave entitlements (FMLA), and work-from-home rules. They also ensure that emergency actions remain compliant with labor laws and union contracts.</li> </ul> |
| Recovery                      | <ul style="list-style-type: none"> <li>• Documentation for FEMA Reimbursement: Lead the collection and auditing of personnel records, including overtime hours, specialized hazard pay, and force account labor. Accurate time-tracking is essential for the city to recover labor costs through FEMA Public Assistance grants.</li> <li>• Mental Health &amp; Trauma Support: Coordinate long-term "psychological first aid" and debriefings. Actively promote Employee Assistance Programs (EAP) and peer support groups to address PTSD and burnout among first responders and staff who worked during the crisis.</li> <li>• Workers' Compensation Processing: Manage claims for employees injured during the response. Work with providers and labor departments to facilitate "Return to Work" programs, ensuring injured staff can reintegrate into city operations safely.</li> <li>• Workforce Capacity &amp; Recruitment: Handle the rapid recruitment of temporary or permanent staff to fill gaps in essential services like building inspections or public works.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <ul style="list-style-type: none"> <li>• <b>Post-Incident Analysis (After-Action Reports):</b> Evaluate how personnel policies performed during the crisis. Solicit feedback from staff to update the Emergency Operations Plan (EOP), adjusting remote work protocols, communication trees, and emergency succession plans for future events.</li> <li>• <b>Labor Relations &amp; Union Negotiations:</b> Meet with collective bargaining units to resolve any grievances or disputes that arose from emergency reassignments, mandatory overtime, or temporary changes in working conditions during the response.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Emergency Operations Center | <p>Human Resources Staff would coordinate with the EOC on the following items during an emergency:</p> <ul style="list-style-type: none"> <li>• <b>Staffing &amp; Deployment Strategy:</b> The EOC identifies resource gaps, and HR identifies which employees have the specific training or certifications to fill those roles. HR also coordinates the official designation of "essential" versus "non-essential" personnel.</li> <li>• <b>Emergency Personnel Policies:</b> HR works with the EOC Policy Group to establish and disseminate temporary rules for the emergency, such as hazard pay, remote work protocols, and modified leave policies.</li> <li>• <b>Time &amp; Cost Tracking:</b> HR and the EOC must coordinate on unique time-reporting codes. This is critical for tracking every hour worked by City staff to ensure accurate payroll and to meet the strict documentation requirements for FEMA Public Assistance reimbursement later.</li> <li>• <b>Employee Health &amp; Wellness:</b> The EOC Logistics section coordinates physical needs (like food and lodging for shift workers), while HR manages the human element, such as activating Employee Assistance Programs (EAPs) for mental health support and managing workers' compensation claims for injuries sustained during the response.</li> <li>• <b>Continuity of Government (COG):</b> HR maintains the City's succession plans and contact trees, ensuring that if key leaders in the EOC become unavailable, there is a pre-coordinated delegation of authority to maintain operations.</li> <li>• <b>Internal Crisis Communication:</b> The EOC Public Information Officer (PIO) focuses on the public, but HR coordinates closely to provide specialized internal updates to City staff regarding their safety, work status, and family support resources.</li> </ul> |

## 4.2 Support Agency Responsibilities and Tasks

| Support Agency                                        | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Washington State Emergency Management Division</b> | <p><b>Purpose Statement:</b><br/><i>To provide Statewide support.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Through the Washington State CEMP and the State EOG, coordinate all emergency management activities of the State.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Federal Emergency Management Agency</b>            | <p><b>Purpose Statement:</b><br/><i>To provide Federal support.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Provide assistance to State and local agencies to save lives and protect property, the economy and the environment.</li> <li>Facilitate the delivery of all types of Federal response assistance to State and local governments.</li> <li>Assist states in recovering from an emergency or disaster.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Snohomish Health Department</b>                    | <p><b>Purpose Statement:</b><br/><i>To provide direction and guidance related to health and safety.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>Coordination of Public Health and Medical Services: Acts as the lead agency for organizing medical response efforts countywide, ensuring that healthcare resources are efficiently allocated during a crisis.</li> <li>Disease Investigation and Surveillance: Leads efforts to monitor, detect, and investigate infectious disease outbreaks or other biological threats to the community's health.</li> <li>Implementation of Non-Pharmaceutical Interventions: Provides guidance on and enforces measures such as isolation, quarantine, and social distancing to mitigate the spread of illness.</li> <li>Public Health Risk Identification and Mitigation: Identifies specific hazards to community health and develops strategies to reduce these risks before and during an incident.</li> <li>Health Information and Communication: Serves as the primary source for authorized health updates, providing critical guidance to the public and news outlets through official websites and social media.</li> </ul> |

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clinics and Hospitals</b>                                       | <p><b>Purpose Statement:</b><br/><i>To provide medical services.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Provide real time update on how many spaces are still available for patients.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Sno-Isle Library</b>                                            | <p><b>Purpose Statement:</b><br/><i>To provide shelter services.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Provide real-time information on how many residents have gathered at the facility and how many of these residents need temporary housing.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>American Red Cross</b>                                          | <p><b>Purpose Statement:</b><br/><i>To provide relief services.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Provide real-time status on the availability of food and housing resources.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Snohomish County<br/>Department of Emergency<br/>Management</b> | <p><b>Purpose Statement:</b><br/><i>Be leaders and integral partners in all five phases of emergency management: prevention, mitigation, preparedness, response and recovery, and support efficient, reliable, and integrated 911 service in order to enhance the resilience of Snohomish County.</i></p> <p><b>Tasks:</b></p> <ul style="list-style-type: none"> <li>• Provide 24/7 Duty Officer support for emergency management related requests.</li> <li>• Provide PIO assistance in developing coordinated messaging and alert and warning.</li> <li>• Provide DEM resources such as, MITRU or another incident support trailers, generators, as requested and available.</li> <li>• Coordinate countywide emergency management training and exercise needs through the Integrated Preparedness Plan. Host requested trainings and exercises.</li> <li>• Participate in countywide and state level planning efforts.</li> <li>• Assist partners in the development of disaster-related plans including CEMP and HMP Annexes, COOP/COG, and EOC plans.</li> <li>• Maintain emergency management plans including the CEMP, HMP, and Disaster Recovery Framework.</li> <li>• Provide EOC and technical support.</li> <li>• Activate and manage the County EOC in response to disasters, including the JIC if required.</li> <li>• Coordinate resource requests to county, state and federal agencies. Deploy liaisons to local EOCs as appropriate and available.</li> </ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• Coordinate Individual Assistance and/or Public Assistance requests with Washington State and FEMA.</li> <li>• Provide public information, education, and outreach on emergency preparedness.</li> <li>• Coordinate the dissemination of public alerts and warnings.</li> <li>• Provide radio and communications support and auxiliary communications services volunteers.</li> <li>• Coordinate disaster recovery activities.</li> </ul> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 4.3 Direction, Control, and Coordination

#### 4.3.1 Direction

The City Manager is responsible for establishing objectives and policies emergency response, in concert with the County EOC, and providing general guidance for local disaster response and recovery operations.

#### 4.3.2 Control

The on-scene Incident Commander is responsible for field operations. Some field operations can be handled independently of an EOC, and others require greater coordination with one. The Incident Commander is responsible for the following:

- Direct and control the on-scene response to the emergency and managing the emergency resources committed.
- Demobilization of resources or staff that have exceeded their capacity, functionality, and/or lifecycle, or are no longer needed or projected to be necessary.
- Initiating warning to the population in the impacted incident area and providing emergency instructions.
- For mass alerting (Reverse 911, EAS, WEA) County DEM or Snohomish 911 will create and send messaging throughout the County, based on direction from the on-scene Incident Commander.
- If the County Joint Information System is activated, alerts will be coordinated there.
- Determining and implementing protective measures, evacuation or in-place sheltering, for the population in the impacted incident area and for emergency responders at the scene.
- Implementing traffic control arrangements in and around the incident scene.
- Requesting additional resources from the EOC, County EOC, or County Duty Officer.

During emergency operations, department heads retain administrative control over their employees and equipment. However, personnel and equipment assigned to the incident carry

out mission assignments directed by the Incident Commander. This may include working outside normal jurisdictional boundaries.

#### 4.3.3 Coordination

The EOC, when activated, is generally responsible for:

- Assembling accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.
- Receiving information from the Incident Commander, governmental departments, and the public. Providing reports and situational awareness information to the County EOC, if activated.
- Working with representatives of emergency services to determine and prioritize required response actions and coordinate implementation.
- Providing resource support for emergency operations; when local resources are exhausted, requesting additional people, equipment, and supplies through the County EOC.
- Issuing instructions and providing emergency information to the public; coordinating public information with the Snohomish County Joint Information System, if activated.
- Organizing and implementing large-scale evacuations, with support from the County EOC.
- Organizing and implementing shelter and mass care arrangements for evacuees, with support from the County EOC.
- Coordinating traffic control for large-scale evacuations, with support from the County EOC.

Each of City's departments and entities identified in this Annex should develop an internal operational control structure consistent with NIMS. Through that system, each entity can participate in building, maintaining, and sharing a common operating picture consistent with the County EOC.

Under normal conditions, County DEM operates a 24/7 Duty Officer program. The Duty Officer can be reached directly, or through 911, to address time-sensitive emergency management related questions or requests by the jurisdiction.

#### 4.3.4 Snohomish County Coordination

The Snohomish County EOC may be activated at the request of the City of Mountlake Terrace.

When activated, the County EOC is generally responsible for:

- Multi-agency coordination and incident command support.
- Coordination and implementation of policy decisions that protect life and property and disseminating those decisions to all concerned agencies and individuals.
- Assembling accurate information on the emergency and current data to maintain situational assessment and allow local officials to make informed decisions on courses of action.

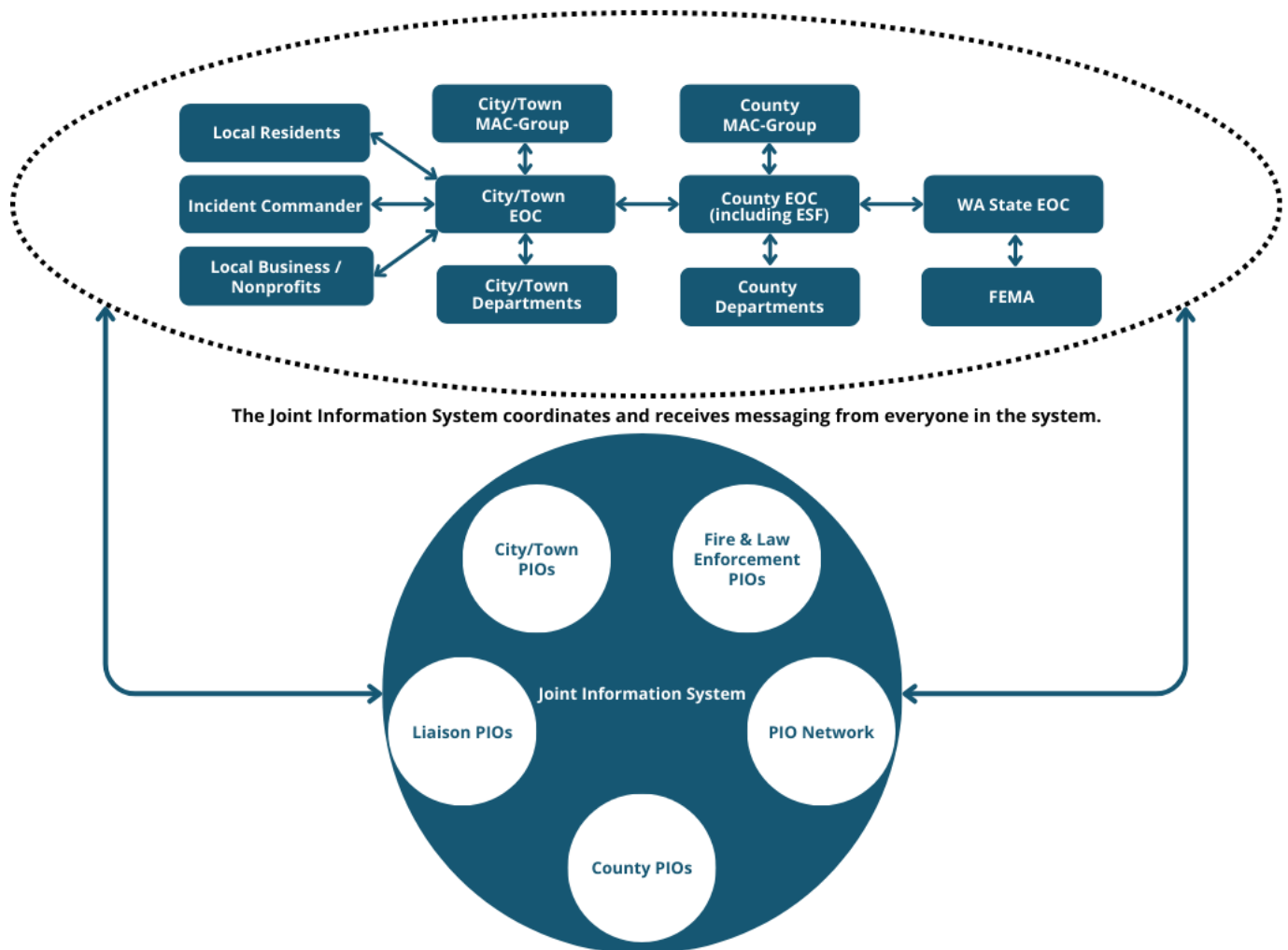


- Working with representatives of emergency services to determine and prioritize required response actions and coordinate countywide implementation.
- Requesting assistance from the State and other external sources.
- Providing resource support for emergency operations including demobilization.
- Establishing and maintaining operational coordination and communications.

## 5. Information Collection, Analysis, and Dissemination

The accurate and timely collection, analysis, and sharing of information is critical in developing situational awareness during an emergency or disaster. This collation of information should result in creating a common understanding of the incident, also known as the Common Operating Picture (COP), from which appropriate responses can be formulated.

Below is an example to illustrate the flow of information during disaster response:



### 5.1 Essential Elements of Information

Essential Elements of Information (EIs) are critical pieces of intelligence that agencies and responders need to successfully make decisions during response and recovery. EIs must be specific and measurable to help assess barriers for response and recovery. They must facilitate the efficient allocation of resources by providing clear understanding of the situation and the needs of the impacted area.

EEIs may be used to support the development of a common operating picture, timely decision making, and a data-informed understanding of the supply chain. It is likely that, due to the unpredictable nature of disruptive events, each incident will require incident specific EEIs that will need to be developed in real time. Snohomish County's towns and cities provide the County EOC with EEIs where it will be consolidated, analyzed, and disseminated to all partners, horizontally and vertically.

Information is shared through a variety of methods collectively comprising the common operating picture. These methods may include verbal reports, emails, situation reports, GIS-based data and displays, and other digital means of communication.

In the Snohomish County EOC, information flows to and from the public through ESF-15 by using a Joint Information Center (JIC) and Joint Information System (JIS).

## 5.2 Community Lifelines

Community Lifelines are the County's preferred method for categorizing EEIs in a meaningful way. FEMA's Community Lifelines doctrine states, "Lifelines are the most fundamental services in the community that enable all other aspects of society to function. They are the integrated network of assets, services, and capabilities that are used day-to-day to support the recurring needs of the community. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required." Using this construct determines how information is methodically framed, organized, and reported from the local level to the County EOC, the State Emergency Management, and FEMA during response and recovery.

The Community Lifeline table for the City below lists corresponding components and subcomponents that, when analyzed, capture essential elements of information for response decision makers. Community Lifeline status information is shared reciprocally between the City and the County.

During response, the City is responsible for collecting information for these indicators and reporting the information to the County EOC. The County EOC is responsible for collecting information from jurisdictions and ESF representatives to build a countywide Community Lifelines. The countywide Community Lifelines is shared with local jurisdictions and the State EOC. The State EOC shares the information with FEMA.

## Community Lifelines – Essential Elements of Information



### Safety and Security

#### Law Enforcement/Security

- Police Stations/Precincts: (1) Are radio communications working? (2) Is the building accessible and/or safe? (3) Can the Police Station function as an EOC secondary site? (4) Are we allowing citizens to assemble at the station?
- Law Enforcement: (1) How many (of 21 total) police vehicles are in service? (2) Do we have sufficient staffing? (3) Do we have accommodations (place and equipment) for Law Enforcement overnight stays? (4) Do we have food and water resources for Law Enforcement? (5) Are we going to call out CERT?
- Site Security: (1) What facilities (City Hall, Library, Recreation, Police Station, Operations) may need to be secured? (2) Have any incidents occurred that require site security?
- Correctional Facilities: (1) Is the holding cell available if needed? (2) Are other correctional facilities available?

#### Fire Service

- Fire Stations: (1) Is the building accessible and/or safe? (2) Is there power? (3) Have we communicated our needs to the Fire District?
- Firefighting Resources: (1) Are vehicles available for use in conjunction with Public Works? (2) What personnel are available for incident command?

#### Government Service

- Emergency Operation Centers: (1) Is the building accessible and/or safe? (2) Is there power? (3) Are there communication systems up and running (Radio, website, cell)? (4) Are we going to open EOC?
- Government Offices: (1) Is the building accessible and/or safe? (2) Is there power?
- Schools: N/A
- Public Records: N/A
- Historic/Cultural Resources: N/A

#### Community Safety

- Flood Control: (1) Have we checked the creeks and culvert crossings? (2) Has any infrastructure been damaged that may cause flooding such as water tank, water mains, etc.?
- Protective Actions: (1) Do we have curfews in place? (2) Is there a travel ban in and/or out of the City?



### Food, Water, Shelter

#### Food

- Commercial Food Distribution: Are roads open to QFC, Safeway, Grocery Outlet, and Winco?

- Commercial Food Supply Chain: What is the outlook for food distribution in the region?
- Food Distribution Programs (e.g. food banks): (1) Is the food bank open? (2) Is Red Cross distributing food or not? (3) Can we help coordinate agencies and businesses with the local food bank to secure the resources they need?

#### Hydration

- Temporary Hydration Missions (e.g. bottled water distribution): (1) Can CERT support this action? (2) Where are water resources available?
- Commercial Water Supply Chain: (1) What is the status of Everett? (2) What is the status of AWWD? (3) What is the status of our system? (4) What is the status of the SPU system? (5) What is the status of the Tacoma system? (6) What is the status of the North City Water intertie?

#### Shelter

- Housing (e.g. homes, shelters): (1) What is damage to MLT homes and businesses? (2) What resources does Red Cross have open? (3) Has the City set up Sheltering locations? (4) Which churches are operating shelters?
- Commercial Facilities (e.g. hotels): (1) Does Premiera have space? (2) Do the schools have space? (3) What is open in the Lynnwood area?



### Water and Wastewater

#### Potable Water Infrastructure

- Intake: Has there been any impact to the AWWD/MLT master meter station?
- Treatment: Has there been any impact to the Everett treatment system?
- Storage: (1) Are MLT storage tanks impacted in any way? (2) Are the Everett reservoirs impacted in any way?
- Distribution: Are there any breaks in the MLT system?

#### Wastewater Management

- Collection: (1) Are there any breaks in the MLT system? (2) Are the two pump stations operating?
- Treatment: Is the Edmonds system operating normally?



### Health and Medical

#### Medical Care

- Hospitals: (1) What is the status of Swedish Edmonds? (2) UW clinic? (3) Kaiser in Lynnwood? (4) Pac Med in Lynnwood? (5) The community health center in Edmonds? (6) The dialysis center on 44<sup>th</sup>?
- Pharmacies: What is the status of our pharmacies including CVS, Safeway, Axis Pharmacy NW and Ready Meds Pharmacy?
- Long-Term Care Facilities: What is the status of Mountlake Terrace Plaza, Vineyard Park of Mountlake Terrace, Mountlake Terrace Senior Living, Comfort Zone Adult Family Home and A Happy Home AFH 2 Inc?



- Veterans Affairs Health System: N/A
- Veterinary Services: What is the status of Cedar Plaza Veterinary Clinic and Animal Vision Center?
- Home Care: What is the status of Freedom Home Care, Homewatch CareGivers of Western WA, Home Instead, Amada Senior Care, Rionna Homecare, Assured Home Health and Day By Day Nursing Services?

#### Public Health

- Do we have information to provide about public health (water contamination) to the County?
- What resources are available through Fire District as they have their own doctor?
- Contact Sno County DEM and/or Health Department about status.
- Determine action plan based on information from the County.
- Coordinate messaging with Health Surveillance, Human Services, Behavioral Health, Vector Control and Labs.

#### Fatality Management

- Mortuary and Post-Mortuary Services: What is the status of American Cremation & Casket Alliance?



### Energy

#### Power Grid

- Are City generators operational?
- Do we have sufficient generator fuel on hand?
- Do we have access to battery charging devices for vehicles?
- Transmission Systems: Does PUD have staff with expertise to shut off lines?
- Distribution Systems: Has PUD been contacted and has a mutual status updated been provided?

#### Fuel

- Above Ground Fuel Tanks: What is the status of Time Oil Company and Chevron Mountlake Terrace?
- Pipelines: What is the status of the high-pressure natural gas mains (PSE) at the following locations:
  - Route from the south county line along 48<sup>th</sup> Ave W,
  - Route at turn along 228<sup>th</sup> street SW, and
  - Route as pipes proceed north along 44<sup>th</sup> Ave SW.
- Fuel Distribution (e.g. gas stations, fuel points): (1) Of three public gas stations how many have power and gas? (2) Is our Fleet fueling station (Pacific Pride) operational? (3) Do we have fuel for our vehicles?



## Communications

### Infrastructure

- Wireless: (1) Are Citywide regional wireless systems (AT&T, Verizon, Starlink, T-Mobile, and Ziply) operational? (2) If not, what is the prognosis for bringing it back on-line?
- Cable Systems and Wireline: (1) Are our cable systems and wireline systems operational? (2) If not, what is the prognosis for bringing it back on-line?
- Broadcast (TV and Radio): (1) Are our broadcast systems operational? (2) If not, what is the prognosis for bringing it back on-line?
- Satellite: (1) Are our satellite systems operational? (2) If not, what is the prognosis for bringing it back on-line?
- Data Centers/Internet: (1) Is our internet system operational? (2) If not, what is the prognosis for bringing it back on-line?

### Responder Communications

- Land Mobile Radio Networks: (1) Is our Motorola 800 MHz radio system operational? (2) If not, what is the prognosis for bringing it back on-line? (3) Is our amateur radio system operational and do we have ACS volunteers on-site or on the way to operate it?

### Alerts, Warnings, and Messages

- Local Alert/Warning Ability: What alert/warning methods are operational?
- Access to IPAWS (WEA, EAS, NWR)
- NAWAS Terminals

### Finance

- Banking Services
- Electronic Payment Processing

### 911 and Dispatch

- Public Safety Answering Points (PSAP)
- Dispatch



## Transportation

### Highway/Roadway/Motor Vehicle

- Roads: Are any City arterials damaged and need to be closed? Are any State highways and/or Interstate sections damaged and closed?
- Bridges: Is our single City bridge along Van Ry damaged and need to be closed? Are the two WDOT bridges damaged? Are they closed?

### Mass Transit

- Bus - What is the status of Snohomish Community Transit routes?
- Rail - What is the status of Sound Transit Line #1?
- Ferry - What is the status of the Edmonds/Kingston Ferry?

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                   | <p><b>Railway</b></p> <ul style="list-style-type: none"> <li>• Freight: What is the status of the major freight lines in the region?</li> <li>• Passenger: What is the status of Amtrak routes?</li> </ul> <p><b>Aviation</b></p> <ul style="list-style-type: none"> <li>• Commercial (e.g. cargo/passenger): What is the status of SeaTac and Paine Field?</li> <li>• General: What is the status of Kenmore Air?</li> </ul> <p><b>Maritime</b></p> <ul style="list-style-type: none"> <li>• Waterways: N/A</li> <li>• Ports and Port Facilities: N/A</li> </ul> |
|  | <p><b>Hazardous Materials</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                   | <p><b>Facilities</b></p> <ul style="list-style-type: none"> <li>• Snohomish County Regional Transfer Station</li> <li>• E-Waste, LLC</li> <li>• Chem/Serv Inc</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                          |

### 5.3 Component Analysis

During an emergency response, determining your Community Lifelines condition, and communicating the information to your community and to the County EOC will be a key activity. The following information will help your staff quickly assess and report conditions.

Based on FEMA's Lifelines doctrine, a simple methodology for determining Lifeline conditions follows: the condition of each lifeline depends on the capability of the underlying components, and is informed by situational awareness reports, impact assessments, and engagement with partners across the public, private, and nonprofit sectors.

Once the condition of a Community Lifeline is determined, the status of each lifeline is represented by one of four colors: red, yellow, green, and grey, known as a Condition Designation. Red indicates severe challenges and obstacles preventing the lifeline from functioning. Yellow indicates disruptions or limitations to the lifeline preventing it from fully functioning. Green indicates the lifeline is mostly functioning as it was prior to the incident. Finally, grey indicates the lifeline status or extent of impacts is currently unknown.

Applying the following questions and understanding the incident is critical in determining the condition of a Lifeline and components:

- Did the incident disrupt services provided by the component to survivors?
- What is the extent of the disruption and impact on response and survivors?
- Has a solution to the disruption been identified?
- Has that solution been converted into a plan of action?
- Has that plan of action been resourced?

- Are there factors worsening impacts to the community? If so, to what extent are they limiting services?
- Are there contingency response solutions in place? How long until emergency repairs are completed?
- When can repairs begin?
- Did the incident create a surge demand exceeding component capabilities?

Lifeline components can be analyzed during response using six assessment categories that capture essential information for response decision makers:

| Categories                                                                              | Description                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Component</b>                                                                        | Identify the component and subcomponents.                                                                                                                                                                                                                  |
| <b>Status (<i>what?</i>)</b>                                                            | Summarizing the root cause(s) of disruption to lifeline services – keep asking “why?” until the root cause(s) are identified.                                                                                                                              |
| <b>Impacts (<i>so what?</i>)</b>                                                        | Explain the disaster impacts to specific communities, disaster survivors, and response operations. Detail how the survivor experience or response operation will improve if this component is addressed. Specify the impacted areas and population totals. |
| <b>Actions (<i>now what?</i>)</b>                                                       | Describe the actions that are being taken to address the disrupted services. Summarize the most critical actions being taken across the whole community.                                                                                                   |
| <b>Limiting Factors (<i>what’s the gap?</i>)</b>                                        | Express issues that are preventing services from being re-established. Such issues can stem from another lifeline/component, resource shortfall, management, policy, etc.                                                                                  |
| <b>Established Time to Status Change / Re-establishment Requirements (<i>when?</i>)</b> | Provide current component condition or an estimated timeframe for when a change in condition is expected.                                                                                                                                                  |

Below are examples of a completed Component Analysis and Condition Designations:

## Example Component Analysis



### Transportation

| Categories                                                               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Component</b>                                                         | Mass Transit <br>Sub-component: Bus                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Status</b>                                                            | Bus services are unavailable due to road debris.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Impacts</b>                                                           | 100,000 survivors have no access to public transportation nor emergency support services.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Actions</b>                                                           | Local jurisdictions are prioritizing route clearance to critical facilities, U.S. Army Corps of Engineers assigned to supplement state and local authorities with route clearance and debris removal efforts, modified mass transit schedules are being executed as roads become passable, micro transit being utilized on roads passable to smaller vehicles, but not buses, messaging of modified routes through numerous information/messaging platforms and outlets (radio, television, social media). |
| <b>Limiting Factors</b>                                                  | Full service will not resume until the routes are cleared and roads inspected.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Estimated Time to Status Change and Re-establishment Requirements</b> | Full service estimated to resume in a week, with a modified service available as roads become clear.                                                                                                                                                                                                                                                                                                                                                                                                       |

## Example Condition Designations

*Below are example analyses for the Highway/Roadway/Motor Vehicle component of the Transportation lifeline and corresponding color determination for each.*

| Status        | Example                                                                                                                                                                                                                                                |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grey</b>   | Assessment teams have been unable to establish status of bridge infrastructure.                                                                                                                                                                        |
| <b>Red</b>    | The community is unable to be reached via roadway to deliver emergency resources and assistance to survivors. Plans to find alternative means to transport emergency supplies to survivors not yet established. No supplies currently being delivered. |
| <b>Yellow</b> | Emergency supplies have been identified and resourced, but transportation issues are restricting and limiting delivery and therefore not back to pre-disaster conditions.                                                                              |
| <b>Green</b>  | The main transportation route is re-established. All community needs met.                                                                                                                                                                              |

## 6. Concept of Operations

### 6.1 Disaster Authorities and Plans

#### 6.1.1 Disaster Response Priorities

Disaster response priorities represent the highest priorities for City. While each disaster will have different operational priorities, these priorities serve as guidance for what the City considers most important to address during a disaster:

- Save lives and protect the health and safety of the public, responders, and recovery workers.
- Stabilize the incident to return to normal as soon as possible.
- Protect property and mitigate damages and impacts to the community and the environment.
- Protect and restore critical infrastructure and key resources.
- Facilitate the economic recovery of individuals, families, businesses, government, and the environment.

#### 6.1.2 Operational Changes During a Disaster

Non-emergency and non-essential governmental functions may be suspended during a disaster to allocate resources for emergency operations.

With an emergency proclamation, normal procurement procedures may be waived to speed up the acquisition of necessary or supplies.

Each municipal government, unless otherwise delegated, will retain the authority and responsibility for direction and control within its political subdivision of its own disaster operations. This includes use of local resources and application of mutual aid.

During emergencies, certain agencies may relocate their center of control to the City EOC. During large scale disasters, this may become the seat of local government during the duration of the crisis.

#### 6.1.3 Continuity of Operations and Government

The Continuity of Operations Plan (COOP) contains departmental information on essential personnel and functions, communications, alternate facilities, and essential records that are necessary for maintenance and reconstitution of department functions.

The Continuity of Government (COG) Plan identifies how the City's legal, constitutional, and ethical responsibilities will be continued, preserved, maintained, delegated, and/or reconstituted for all City departments.

#### 6.1.4 Department Operations

It is the policy of City that each department plan and develop shared emergency operation guidelines complementary to this Annex. At a minimum, City departments should support



and encourage personal preparedness of all employees and contractors. TMC Chapter 2.75 outlines the City's emergency management structure.

#### 6.1.5 Line of Succession

Mountlake Terrace line of succession to execute emergency and disaster responsibilities is as follows:

- City Manager, Deputy City Manager, Police Chief, PW Director, Recreation, Parks, and Facilities Director, Community and Economic Development Director, Finance Director
- Departmental emergency and disaster response capability to include personnel (primarily Public Works, Community and Economic Development, Parks, and Police), facilities (City Hall, Operations, Police, Recreation, and Library), and equipment (primarily vehicles);
- Means of departmental emergency mobilization and communications; and
- Departmental support (primarily Public Works) of the City of Mountlake Terrace ICP/EOC.

A department's COOP will identify continuation of essential functions not related to the emergency.

#### 6.1.6 Delegation of Authority

In the City, delegation of authority during an emergency is primarily governed by Chapter 2.75 of the Mountlake Terrace Municipal Code and the City's CEMP.

The delegation of authority is structured as follows for 2025:

- Executive Head (City Manager): The City Manager serves as the primary executive authority. They are responsible for:
  - Formally proclaiming a local disaster or state of emergency.
  - Exercising authority through executive orders.
  - Directing City personnel, services, and equipment to manage the response.
  - Approving the City's emergency operations plan and any subsequent amendments.
- Emergency Operations Board: This body provides high-level policy direction during major emergencies. It is chaired by the City Manager and includes the Disaster Coordinator (Vice Chair) and all City Department Directors.
- "Event Based" Emergency Preparedness Coordinator: Appointed by the City Manager, the "Event Based" Emergency Preparedness Coordinator has direct responsibility for disaster coordination. Their duties include:
  - Organizing and administering the Emergency Management Committee.
  - Resolving questions of authority and responsibility among different departments.
  - Drafting and recommending mutual aid plans or agreements.

- **Emergency Management Committee:** Composed of key personnel from all City departments and representatives from professional and volunteer organizations, this committee provides staff support and expertise. Members typically staff the Mountlake Terrace Operations Center during activation.
- **Regional Coordination (ESCA):** Mountlake Terrace is a member of the Emergency Services Coordinating Agency (ESCA), which provides local disaster management functions and ensures coordination between the city and other regional agencies.
- **Snohomish County Support:** The city officially contracts with the Snohomish County Department of Emergency Management for extended emergency services and hazard monitoring.

#### 6.1.7 EOC Activations

Detailed EOC activation processes and procedures (including staffing, primary and alternate facilities) are contained in the City of Mountlake Terrace's EOC Standard Operating Guidelines and are an Appendix to this plan.

## 6.2 Authority to Activate

### 6.2.1 City of Mountlake Terrace EOC Activation

The decision to activate the EOC is made by the City Manager or their designee. The EOC will normally activate in response to:

- Learning the potential for an emergency that is or may grow beyond the capability of the City or impact neighboring jurisdictions.
- At the direction of the City Manager or their designee.
- At the request of an on-site Incident Commander, or an applicable department Director.

Activation of the EOC will necessitate a notification directly, or through 911, to the Snohomish County Duty Officer or the Snohomish County EOC, if activated. Snohomish County will advise applicable local, State, and Federal agencies of the activation.

### 6.2.2 Snohomish County EOC Activation

Activation of the Snohomish County EOC is authorized by DEM leadership or the County Executive. A jurisdiction may request that the County EOC be activated through the Duty Officer. DEM will notify all jurisdictions of County EOC activations. Automatic activation of the County EOC is as follows:

- A magnitude 5.0 or higher earthquake occurs within Snohomish County.
- A commercial passenger plane crashes within Snohomish County.
- A military aircraft crashes within the urban areas of Snohomish County.
- A High Hazard Potential Dam failure is imminent or has occurred.

- Other incidents requiring complex intergovernmental coordination such as mass care, public information, or an ongoing need to assist multiple jurisdictions or agencies within incident coordination support.

Factors that increase the need for County EOC activation include:

- Atypical weather conditions such as winds from the east, extreme heat, record precipitation levels.
- Incident likely to cross county boundaries for example, Bolt Creek Fire.
- Limited or state-controlled resources for example, COVID vaccines.
- Multiple cities/towns/tribes activating their EOC or requesting that DEM activate the County EOC on their behalf.
- Complicated transit needs such as mass evacuation or mass casualty.

### 6.2.3 Activation Levels

The activation level of City's EOC is commensurate to the situation and need for coordination and support. Activation levels listed below are the levels used by Snohomish County EOC and the Washington State EOC. The descriptions provide a general sense of the staff, time, and support necessary at each level:

| Activation Level              | Description                                                                                                                                                                                   |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3 – Normal Operations</b>  | Daily operations are monitored and managed by applicable jurisdiction department head(s) and staff. On-call staff (such as Duty Officers) handle “daily emergency” needs.                     |
| <b>2 – Partial Activation</b> | Some EOC positions are filled to monitor and support operations. EOC may be activated for multiple operational periods, but rarely 24/7.                                                      |
| <b>1 – Full Activation</b>    | All EOC positions are filled to monitor and support operations. EOC is typically activated 24/7 over multiple operational periods. State and/or Federal involvement in response and recovery. |

### 6.2.4 EOC Activation Considerations

During an activation, the City of Mountlake Terrace may:

- Place staff on standby and increase situation monitoring.
- Activate/staff local EOC or Incident Command Post (ICP) as appropriate to manage preparedness/response activities.
- Emergency response agencies (fire, law enforcement, public works, etc.) may add more shift staff to cover the anticipated impact of the emergency.
- Notify potentially threatened areas using local resources in conjunction with Snohomish County DEM.

- Coordinate public/media information releases with the Snohomish County Joint Information Center (JIC).

#### 6.2.5 Emergency Proclamation Authority

When a disaster exceeds or is expected to exceed the City's capabilities, the City Manager of may issue a local proclamation of emergency and request additional assistance through Snohomish County DEM. If the disaster should exceed the capabilities of Snohomish County, the County Executive may issue a local proclamation of emergency and request additional assistance through Washington State Emergency Management Division.

The City Manager, assisted by the local Emergency Coordinator or Incident Commander, shall be responsible for the preparation of Emergency Proclamations. Thei City is responsible for notifying Snohomish County DEM following the Local Proclamation of Emergency.

#### 6.2.6 Emergency Proclamation Process

The City Manager may issue an emergency proclamation, which is the legal method authorizing the use of extraordinary measures to accomplish tasks associated with disaster response. An emergency proclamation is normally a prerequisite to state and federal disaster assistance and must be ratified by the City Council as soon as practical following the emergency.

The City Manager or their designee will deliver an emergency proclamation to all news media within the City and shall use other methods as necessary, to give notice of such declaration to the public.

An emergency proclamation generally authorizes the City to take necessary measures to combat a disaster, protect persons and property, provide emergency assistance to victims of the disaster, and exercise the powers vested in RCW 38.52.070 without regard to formalities prescribed by law (except mandatory constitutional requirements). These include but are not limited to rationing of resources and supplies; curfew; budget limitations; competitive bidding processes; publication of notices; provisions pertaining to the performance of public works; entering into contracts; incurring obligations; employment of temporary workers; rental of equipment; purchase of supplies and materials; levying taxes; and the appropriation and expenditure of public funds.

The City Manager shall be responsible for the preparation of an emergency proclamations, in coordination with the City Attorney. The "event based" Emergency Preparedness Coordinator will notify DEM when any emergency proclamation is made. The DEM Director or their designee shall notify the Snohomish County Executive and the Washington State Emergency Operations Center when any DEM jurisdiction proclaims a local emergency.

#### 6.2.7 City Communication Procedures

- Crisis Communications Team: A clearly defined group of individuals (including the City Manager, department heads (Police, Fire, IT), and the City Attorney) tasked with spearheading the response effort and assigning specific tasks.

- **Designated Spokesperson:** A single, well-trained individual will be responsible for being the "face" of the City to maintain a consistent message and prevent misinformation during media briefings.
- **Multi-Channel Mass Notification Systems:** Procedures will be developed for deploying alerts through multiple platforms simultaneously, such as Wireless Emergency Alerts (WEA) to cell phones, text messages, automated phone calls (Reverse 911), and email.
- **Emergency Alert System (EAS) Integration:** Protocols will be developed for broadcasting urgent messages via local television and radio stations to reach residents who may not have access to mobile devices.
- **Pre-written Messaging Templates:** City staff will develop a library of pre-approved holding statements and message templates for various scenarios (e.g., natural disasters, active threats) to ensure rapid dissemination of facts without waiting for lengthy approvals.
- **Joint Information Center (JIC) Protocols:** City staff will establish methods for coordinating information between different local, state, and federal agencies to ensure all responders are speaking with "one voice" and sharing accurate data.
- **Social Media & Web Management:** City staff will develop guidelines for using city-run social media accounts and official websites to provide real-time updates, monitor public feedback, and debunk rumors.
- **Interoperable Communication Systems:** City staff will develop technical procedures for ensuring that different departments can communicate with each other using land mobile radios (LMR), satellite phones, or common operating picture software.
- **Redundant/Fallback Channels:** Out-of-band communication plans (such as satellite messaging or high-frequency radios) will be used if traditional cellular and internet networks fail.
- **Public Signaling Devices:** The City will use of physical infrastructure (such as City-wide sirens for tornadoes or tsunamis) or public address (PA) systems on police and fire vehicles to notify residents in specific geographic areas.

#### 6.2.8 County Communication Procedures

While activated, the Snohomish County EOC can be contacted via phone, email, Microsoft Teams, and various radio bands, assuming phone lines, radio towers, and internet are operational. During an EOC activation DEM may not be able to monitor each communication method, especially if the incident is widespread or catastrophic. Below is a list of communication methods in order of preference if the County EOC is activated:

|   |                                                                                                                                                                                                                                                                                                                                                                         |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Phone:</b> Jurisdictions can call the EOC by directly contacting a section or ESF, (specific lines are provided upon activation), contacting DEM main line, or through the Duty Officer line.                                                                                                                                                                        |
| 2 | <p><b>Email:</b> Partners can email any section or ESF directly (specific e-mails are provided upon activation), emailing DEM's email (dem@snoco.org), or the Duty Officer email.</p> <p><b>Microsoft Teams:</b> The EOC uses Microsoft Teams to coordinate information sharing throughout the county. Incident specific teams are created for each EOC activation.</p> |

|   |                                                                                                                                                                                                                                                                                                                             |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | <b>Radio:</b> The EOC can be contacted via DEM HAIL on the 800MHz public safety radio system, multiple repeaters on the VHF network (frequency programming provided on <a href="http://www.wa7dem.info">www.wa7dem.info</a> ), or amateur radio on the Granite Falls 146.920MHz repeater (156.7Hz tone) for licensed users. |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Outside of an EOC activation, partners should contact the Duty Officer for emergency information or logistics needs. Partners should contact the Duty Officer by phone or email to submit a logistics request. There is no formal form required outside of an activation. The Duty Officer maintains similar communication methods as during an EOC activation but does not constantly monitor DEM VHF or amateur radio. Below is the list of communications methods to the Duty Officer in order of preference:

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Phone:</b> Partners should call the Duty Officer 24/7 for any emergency support.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2 | <p><b>Email:</b> Partners can email the Duty Officer during daytime hours for emergency support. Duty Officer email is monitored 7 days per week, but not overnight. Emails requiring immediate attention should be accompanied by a phone call to the Duty Officer.</p> <p><b>Microsoft Teams:</b> DEM has invited the jurisdictions to a Duty Officer Coordination Team, allowing for real-time sharing of information between all partners outside of an EOC activation. Similar to email, if a Teams message requires immediate attention, it should be accompanied by a phone call to the Duty Officer.</p> |
| 3 | <b>Radio:</b> DEM can be contacted via DEM HAIL on the 800MHz public safety radio system during regular business/operating hours. After hours, if a partner does not have phone capability, DEM HAIL is monitored by Sno911 who will contact the Duty Officer.                                                                                                                                                                                                                                                                                                                                                   |

Other communications systems that DEM uses or monitors:

- **Mass Notification:** The EOC uses Rave Mobile Safety to push out mass emergency alerts to the public via phone calls, the Emergency Alert System (EAS), and Wireless Emergency Alerts (WEA).
- **WebEOC:** When Snohomish County EOC is unable to fulfill resource requests or when Washington State requires it, DEM will use WebEOC to send resource requests to the State EOC. DEM can monitor WebEOC to receive requests from jurisdictions who use WebEOC.

#### 6.2.9 County Joint Information System

Public information should be coordinated and integrated, before (if possible), during and after an emergency or disaster. The County coordinates information through Emergency Services Function 15 using a Joint Information System (JIS). The JIS provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging with public information officers across multiple jurisdictions, federal partners, county government, nongovernmental organizations, and the private sector.



In response to most events, public information activities are often carried out by the lead response agency in coordination with other organizations through the JIS. The JIS helps communications staff accomplish their mission by facilitating coordination, helping to avoid conflicting messages by focusing on one or two key messages, using talking points, designating spokesperson(s), and speaking about one's own agency/program/service.

JIS operations are accomplished, physically or virtually, through the JIC within the County EOC. The County JIC can be activated by request of the City to support and coordinate public information before, during, and after an emergency or disaster.

The JIC can assist in the following:

- Creating consistent countywide messaging across all partners involved in the disaster.
- Handling public information requests.
- Creating and disseminating public information through a variety of media.
- Maintaining a central point of information for the County known as the Public Safety Hub.
- Creating and vetting all alert and warning messaging.

#### 6.2.10 Emergency Alert and Warning

Emergency alert and warning systems are designed to allow public safety officials to warn the public of potential or current threats or emergencies. Public alerts and warnings may be issued for events that necessitate shelter-in-place, evacuation, or other protective actions for life safety or property preservation. Snohomish County DEM will make a good faith effort to contact a jurisdiction prior to any mass notification in their boundaries. DEM or Sno911 may issue an alert without making contact if there is concern for immediate life safety.

Jurisdictions can request an emergency alert be issued via the Sno911 Supervisor, Snohomish County Duty Officer (if the Snohomish County EOC is not activated), or the EOC Manager (when the Snohomish County EOC is activated).

All interlocal agreement jurisdictions (which includes the City) can use Rave Mobile Safety to support mass internal notifications of their employees or partners. These alerts will not go to the public but can be used to recall employees or volunteers.

#### 6.2.11 Mitigation

The Snohomish County Hazard Mitigation Plan (HMP) assesses 13 hazards affecting the county and greater region. Risk reduction action items are identified both at the county level and within each participating jurisdiction. The City is currently assisting Snohomish County with updating the countywide HMP base plan and will work with the County to update the City's local HMP Annex in 2026.

#### 6.2.12 Preparedness

Preparedness activities develop operational capabilities in advance of an emergency to alleviate the impacts of disasters and protect people, property and infrastructure from threats and hazards. The City will develop, train, and exercise City-specific disaster and emergency operations plans. These plans should be tailored to the capabilities of the City and not exceed or commit the City to capabilities they are unable to meet. Coordination with the County provides additional support to fill gaps within capabilities of City.

#### 6.2.13 Response

Response activities take place immediately before, during and after emergencies or disasters to save lives and minimize damage to property, the environment, and the economy. Specific response roles are described in this Annex in Section 4.

#### 6.2.14 Recovery

Recovery activities are pre-disaster planning activities that assist the community to efficiently start the recovery process. Snohomish County developed a Disaster Recovery Framework, based on the National Disaster Recovery Framework, to outline the roles that community groups, local governments, tribes, state and federal agencies, and nonprofit organizations would undertake to foster local recovery.

## **7. Administration, Documentation, and Resourcing**

At the end of the activation and demobilization of resources, the Logistics Section Chief and Administration and Finance Section Chief must undertake a formal reconciliation process. All costs and resources must be accounted for and reconciled to officially close an activation. A formal report is to be provided to the EOC Manager.

### **7.1 Administration**

During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support services.

It is the policy of City of Mountlake Terrace that each jurisdiction will assign personnel responsible for the documentation of disaster activities and costs.

### **7.2 Documentation**

All organizations with disaster responsibilities should establish and maintain files of disaster-related directives and forms. Documentation allows the City to submit reimbursements and recover costs, create historical records, apply for grants, address insurance needs, develop mitigation measures, highlight practices to continue, and identify areas for improvement. Documentation by each jurisdiction contributes to the overall ability of the County and State to request support from the Federal government. The City's Emergency Preparedness Coordinator is responsible for collecting documentation and essential files.

### **7.3 Essential Files**

Essential files include, but are not limited to:

- Sign-in sheets/staffing patterns
- Media Releases
- Situation Reports
- Proclamations of Emergency
- Requests for Assistance
- Damage Assessment Reports
- Financial Documentation (including receipts, payroll records, contracts, etc.)
- After-Action Reports

### **7.4 After-Action Report**

After-action reports (AAR) create a permanent historical record of the incident and are used to evaluate processes, procedures, and actions pertaining to the response and recovery of an event. AARs include information identifying the actions taken, resources expended, economic and human impacts, and lessons learned because of the disaster. AARs are essential to seeking reimbursement and can assist in supporting mitigation efforts and funding. The City's Deputy City Manager, in conjunction with the County DEM, is responsible for soliciting input and

conducting an after-action review with each department involved in the disaster. The Deputy City Manager is responsible for ensuring completion of the after-action review items.

AARs inform future preparedness, mitigation, planning, training, and exercise efforts through narratives and improvement plans. These actions can include updating this Annex, plans, replacing resources, and augmenting personnel.

## 7.5 Resources Assessment Section

### 7.5.1 Resources

Below is a high-level overview of jurisdictional resources that can be used for emergency or disaster response purposes:

| Resource Category | Resource Description and Capability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Facilities</b> | <p><b>Emergency Operations Center (within Operations Building)</b><br/>The EOC is located within the City's Operations building which normally houses Public Works Operations, Parks Operations, Facilities, and Fleets. The EOC is a dedicated room within the building that has necessary communication and technology equipment. Radios are also stored at the site.</p> <p><b>Police Station</b><br/>The Police Station is located on the City Hall campus. The station may serve as the back-up EOC if needed.</p> <p><b>City Hall</b><br/>City Hall houses City Administration, Finance, Community and Economic Development, IT, Parks Planning, and Public Works Engineering during normal business hours. City Council chambers are located within City Hall and can hold up to 75 people.</p> <p><b>Recreation Facility</b><br/>The Recreation Facility houses the swimming pool, child-care space, exercise room, and meeting spaces. The Recreation Facility could serve as a small gathering place if needed.</p> <p><b>Sno-Isle Library</b><br/>The library is located on the City Campus across from City Hall and adjacent to Veteran's Memorial Park. The library building and grounds are owned and managed by the City.</p> |
| <b>Staff</b>      | <p><b>City Manager's Office</b><br/>The City Manager's office includes the City Manager, Deputy City Manager, City Clerk, Economic Development Manager, Communications Manager, Executive Assistant, and Public Records Analyst. The City Manager's office will be the point of contact with the Mayor, Mayor Pro Tem, and City Council.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p><b>Police Department</b><br/>Police Leadership consists of a Chief and two commanders. Police will likely be the incident commander for disaster response.</p> <p><b>Public Works Department</b><br/>Public Works includes drinking water, wastewater, stormwater, fleets, transportation, development review, urban forestry, and solid waste business areas. The crews and engineering staff will be conducting damage assessment after a disaster.</p> <p><b>Recreation, Parks, and Facilities</b><br/>Recreation, Parks and Facilities consist of recreation staff, child-care staff, arts staff, parks planning staff, parks operations staff, and facilities staff. Parks Operations staff and Facilities staff will conduct damage assessment after a disaster.</p> <p><b>Human Resources</b><br/>Human Resources is led by the HR Director. The HR Director will ensure that City human resource related policies are followed during and after a disaster.</p> <p><b>Finance Department</b><br/>Finance consists of the Finance Director, Deputy Director, analysts, accountants, and other finance specialist positions. The Finance Department will ensure that contracting and funding policies are followed during and after a disaster.</p> <p><b>Community and Economic Development</b><br/>The CED Department consists of the Director, Building Official, Enforcement Officer, and various specialty positions. The Building Official and other delegated staff will assess damaged properties after an event.</p> <p><b>Information Technology</b><br/>IT consists of a Director and numerous IT positions. The Director and staff will ensure that IT systems are running as best as possible during and after an event.</p> |
| <b>Equipment</b> | <p><b>Police Department Vehicles and associated equipment</b><br/>The police department has about 20 vehicles including squad cars, 4x4s, officer cars, and other specialty vehicles.</p> <p><b>Public Works Department Vehicles and associated equipment</b><br/>Public Works own and operate about 50 vehicles ranging from heavy duty (Vactor truck, dump truck, etc.) to small duty vehicles and trucks. Public Works vehicles will be the most important fleet during and after a disaster. Eighteen vehicles are equipped with radios on the city 800 MHz system.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <b>Parks and Facilities Department Vehicles and associated equipment</b><br>Parks and Facilities own and operates about 20 vehicles ranging from heavy duty to small duty vehicles and trucks.                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Outside Assistance</b> | <b>Engineering On-Call</b><br>The city contracts with an on-call engineering service capable of providing civil and structural engineering, preparing plans, estimates, and specification documents, providing project management services, and providing field inspections.<br><br><b>Geotechnical On-Call</b><br>The City contracts with an on-call materials testing service capable of providing materials testing for civil and structural construction, pavement design for roadway/civil construction, and geotechnical testing and analysis including hazard analysis for critical areas (slopes, slides, flooding, and erosion). |

## 7.6 Disaster Expenditures

Emergency and disaster expenditures are not a normal item in the budgeting process of local governments. Some departments may include disaster preparedness and mitigation items in their budget already (e.g., sand for flooding or deicer for winter roads). Nevertheless, disasters may occur which require a jurisdiction to spend substantial, but necessary, unanticipated obligations and expenditures. There are programs available to local jurisdictions, and their residents, to recover some of the cost associated with a disaster including public and individual assistance, small business administration programs, and insurance programs. To be eligible for these programs, applicants including the City and its residents, must maintain diligent records of expenses related to the disaster.

The Finance Director or their designee shall develop effective administrative methods to keep and retain detailed records distinguishing disaster operational activities and expenditures and delineate them from routine or general programs, activities, and expenditures. At a minimum, cost records should include personnel time and overtime, resources used, donations, volunteer contributions, mutual aid, and contracts initiated. The Finance Director or their designee shall provide documentation processes and training to all personnel involved in the disaster.

## 7.7 Post-Disaster Assistance

Post-disaster assistance is financial reimbursement provided by the State and/or Federal government for costs directly caused by a disaster or emergency. There is no guarantee of post-disaster assistance by Washington State and/or the Federal government, after a locally proclaimed emergency. If provided, post-disaster assistance is offered through the following methods:



- Public Assistance (PA) – disaster assistance provided by the federal government and periodically the state to public entities including tribes, state, county and municipal governments, and certain nonprofits that provide essential public service.
- Individual Assistance (IA) – federal and/or state assistance to the public who sustained damage from a federally declared disaster. Individual Assistance only covers a portion of damages and is not meant to replace insurance. There is also assistance available for individuals who have become unemployed because of a disaster.
- Small Business Administration (SBA) – eligible businesses and nonprofits that are impacted by the disaster may be eligible for recovery loans from the SBA. Regardless of size, eligible businesses may apply for SBA loans for both physical damage and economic loss. SBA's Disaster Loan Program is not exclusively for small businesses. SBA loans are also available for damage to private property owned by individuals and families not fully covered by insurance.

Other Needs Assistance (ONA) – income-dependent assistance for personal property. Some items are only eligible after individuals are denied SBA assistance (including loans); other items are not contingent on SBA denial.

## **8. Annex Development, Training, Exercise, and Maintenance**

Overall development and maintenance of this Annex is the responsibility of City. This Annex, and any appendices, are evaluated annually by Insert method and key roles. Thorough review and revision are conducted every five years in collaboration with DEM's CEMP update process. Primary or coordinating departments will be responsible for maintenance of sections of the Annex related to their assigned function.

Revision may result from or include:

- New procedures, policies, or technologies.
- Lessons learned from a real-world incident or exercise(s).
- Feedback during training or case study review.
- To accommodate new organizations or organizational structures.

Training and exercises are conducted at least annually in conjunction with DEM. An exercise may be substituted for a real-world activation (planned or unplanned). All final revisions are submitted to WA EMD for review and approval.

## **9. Authorities, References, and Attachments**

### **9.1 Authorities**

- City ordinances or policy
- Mountlake Terrace Code Section 2.75
- Snohomish County DEM Inter Local Agreement for Emergency Management Services
- Revised Code of Washington Chapter 38.52 Emergency Management
- Snohomish County Code 2.36 Emergency Management
- Washington Administrative Code 118-30
- Stafford Act
- National Planning Framework
- Other authorities deemed appropriate

### **9.2 References**

- Snohomish County Comprehensive Emergency Management Plan
- Snohomish County Disaster Recovery Framework
- Snohomish County Hazard Mitigation Plan
- Snohomish County Debris Management Plan
- Washington State Comprehensive Emergency Management Plan
- FEMA Community Lifelines Toolkit

### **9.3 Attachments**

- FEMA Community Lifelines Toolkit Excerpt

## 10. Terms and Definitions

| Abbreviation  | Term                                       | Definition                                                                                                                                                         |
|---------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AAR</b>    | After-Action Review                        | A methodology for assessing performance, identifying challenges, and seeking improvements in the aftermath of a disaster.                                          |
| <b>CEMP</b>   | Comprehensive Emergency Management Plan    | An overarching plan for how to respond to an emergency or disaster that covers roles, responsibilities, resources, and authorities.                                |
| <b>COOP</b>   | Continuity of Operations Plan              | Plan for departments and agencies to continue their critical governmental functions in the event of natural or human-caused disaster.                              |
| <b>COP</b>    | Common Operating Picture                   | A continuously updated, unified overview of a disaster or emergency.                                                                                               |
| <b>EAS</b>    | Emergency Alert System                     | National public warning system that allows federal, state, local, and tribal authorities the ability to deliver important emergency information to targeted areas. |
| <b>EEI</b>    | Essential Elements of Information          | Qualitative and quantitative data needed to develop situational awareness for decision-making. Snohomish County uses Community Lifelines to organize their EEIs.   |
| <b>EOC</b>    | Emergency Operations Center                | A location from which organizations and leaders of a jurisdiction coordinate information and resources to support direct operations.                               |
| <b>EOP</b>    | Emergency Operations Plan                  | A plan that describes who will do what, when, with what resources in an Emergency Operations Center.                                                               |
| <b>FEMA</b>   | Federal Emergency Management Agency        | Federal agency that coordinates response to a disaster when local and state resources are overwhelmed.                                                             |
| <b>HAZMAT</b> | Hazardous Materials                        | Substance or material that has the capability of posing an unreasonable risk to health, safety, and property.                                                      |
| <b>HIRA</b>   | Hazard Identification and Risk Assessment  | Risk assessment process that identifies hazards, assess their impacts, and provides countermeasure information.                                                    |
| <b>HMP</b>    | Hazard Mitigation Plan                     | Plan to minimize loss of life and property through minimizing the impact of disasters.                                                                             |
| <b>ICP</b>    | Incident Command Post                      | Location where an Incident Commander oversees an incident.                                                                                                         |
| <b>IPAWS</b>  | Integrated Public Alert and Warning System | National system for local alerting through EAS, WEA, and NWR.                                                                                                      |
| <b>JIC</b>    | Joint Information Center                   | A central location either physical, virtual, or hybrid, where public information officers operate the Joint Information System.                                    |
| <b>MOU</b>    | Memorandum of Understanding                | An agreement between two parties which outlines responsibilities to each other. May or may not be legally binding.                                                 |

|               |                                                     |                                                                                                                                                                                                    |
|---------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NIMS</b>   | National Incident Management System                 | A federal guide for all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents. |
| <b>NWR</b>    | National Weather Radio                              | Automated 24-hour network of weather radio stations which broadcast weather information from nearby National Weather Service Office.                                                               |
| <b>PSAP</b>   | Public Safety Answering Point                       | Call center for public emergency calls for service for police, fire, or EMS. Commonly known as 911.                                                                                                |
| <b>SBA</b>    | Small Business Administration                       | In the aftermath of disasters, the SBA offers low-interest loans for homeowners, renters, and businesses in a federally declared disaster.                                                         |
| <b>SCDEM</b>  | Snohomish County Department of Emergency Management | County department responsible for working in all five phases of emergency management and supporting integrated 911 service to enhance resilience in Snohomish County.                              |
| <b>WA EMD</b> | Washington Emergency Management Division            | Responsible for operating the State of Washington's EOC during state emergencies.                                                                                                                  |
| <b>WEA</b>    | Wireless Emergency Alert                            | Short emergency alerts sent to mobile devices within a targeted area.                                                                                                                              |
| <b>WebEOC</b> | Web-based Emergency Operations Center Platform      | Software designed to bring real-time crisis information management to the Washington State Emergency Operations Center (EOC) as well as to other local, state, and federal EOCs.                   |

## 11. Record of Revision and Exercises

| RECORD OF UPDATES |      |         |              |
|-------------------|------|---------|--------------|
| No.               | Date | Changes | Completed By |
|                   |      |         |              |
|                   |      |         |              |
|                   |      |         |              |
|                   |      |         |              |
|                   |      |         |              |
|                   |      |         |              |

| RECORD OF EXERCISES |      |                    |          |              |
|---------------------|------|--------------------|----------|--------------|
| No.                 | Date | Exercise Name/Type | Overview | Completed By |
|                     |      |                    |          |              |
|                     |      |                    |          |              |
|                     |      |                    |          |              |
|                     |      |                    |          |              |
|                     |      |                    |          |              |

**12. Record of Distribution**

| Copy No. | Date | Office/ Department and Title |
|----------|------|------------------------------|
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |
|          |      |                              |



**CITY OF MOUNTLAKE TERRACE  
ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON,  
ADOPTING THE CITY OF MOUNTLAKE TERRACE COMPREHENSIVE  
EMERGENCY MANAGEMENT PLAN ANNEX; PROVIDING FOR SEVERABILITY;  
AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, all people and property within City of Mountlake Terrace are at risk to a wide range of natural, technological, and human-caused hazards; and

**WHEREAS**, the Revised Code of Washington and the Washington Administrative Code require a Comprehensive Emergency Management Plan be in place to address local emergency operations; and

**WHEREAS**, when an emergency or disaster occurs, local response agencies will work together and use the National Incident Management System (NIMS) to plan, train, exercise and respond in a coordinated manner to protect people and natural resources, and to minimize property damage within the community; and

**WHEREAS**, this Annex to the Snohomish County CEMP coordinates the response of emergency personnel and supporting services of all City of Mountlake Terrace agencies in the event of an emergency or disaster and during the aftermath thereof; and

**WHEREAS**, it is in the best interest of the City and its residents for the City to work cooperatively with the County and surrounding agencies to prepare and maintain standard operating procedures and commit to the training and exercises required to support this Annex and the Snohomish County CEMP;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON DOES ORDAIN AS FOLLOWS:**

**Section 1. Adopting the City’s Annex to Snohomish County’s CEMP.** The City of Mountlake Terrace Annex to the Snohomish County Comprehensive Emergency Management Plan, dated January 22, 2026, is hereby adopted.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

**Section 4. Summary, Publication, and Effective Date.** This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

**PASSED** by the City Council on XXXX XX, 2026

**SIGNED** in authentication of its passage on XXXX XX, 2026

AUTHENTICATION:

\_\_\_\_\_  
Steve Woodard, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Joki, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Hillary J. Evans, City Attorney

# MOUNTLAKE TERRACE POLICE

## 2025 3<sup>rd</sup> QUARTER POLICE DEPARTMENT REPORT



WASHINGTON STATE ACCREDITED



## METHODS

### “Rickover’s Rules”



Admiral Hyman Rickover was the father of the U.S. nuclear navy, which continues to have an excellent safety record despite the highly complex and dangerous nature of its mission. He developed and often shared his seven “rules” for success. The Department incorporates his methods for seeking excellence.

1. You must have a rising standard of quality over time and well beyond what is required for any minimum standard.
2. People running complex systems must be highly capable.
3. Supervisors have to face bad news when it comes and take problems to a level high enough to fix those problems.
4. You must have a healthy respect for the dangers and risks of your particular job.
5. Training must be constant and rigorous.
6. You must have a robust auditing process to assure that what you say you are doing, you are in fact doing.
7. The organization and members must have the ability and willingness to learn from mistakes of the past.



## **GOALS PHILOSOPHY**

Goals must be measurable, attainable and consistent with community expectations. The Department continues to embrace the “Six Pillars” identified in President Obama’s 2015 Task Force on 21<sup>st</sup> Century Policing as part of its goals.

1. Building Trust and Legitimacy
2. Policy and Oversight
3. Technology and Social Media
4. Community Policing and Crime Reduction
5. Training and Education
6. Officer Wellness and Safety

# DEPARTMENT GOALS

## 1. Provide a safe community for everyone:

- a) Utilize department resources effectively.
  - Continue to use our unmanned aerial vehicle program in an effort to leverage technology for the purpose of increasing the safety of officers and the community. This program utilizes unmanned aerial vehicles to help provide time, distance and shielding, three tactics referenced in recent legislative updates, policy and procedures.
  - Traffic/ DUI enforcement/ VOTF (Violent Offenders Task Force).
- b) Focus on community oriented policing and outreach.
  - Continue to utilize the embedded social worker program.
  - Continue to provide and promote outreach programs like Cops and Clergy.
  - Utilize the E-Bike program to make community contacts.
- c) Work collaboratively with regional law enforcement agencies.
  - Participation in the Regional Intelligence Group.
  - Partnership with the United States Marshals Office as a member of the regional Violent Offender Task Force.
- d) Incorporate education and long-term solution strategies with enforcement.
- e) Work with city departments in order to maintain a clean and inviting environment.



# DEPARTMENT GOALS

2. Recruit and retain quality personnel / Replacing retiring Department members.

- a) Maintain high standards for personnel selection.
- b) Provide opportunity and new challenges for personnel.
- c) Focus on succession planning and developing the next generation of Department leaders.
- d) Maintain auditing systems to ensure policy compliance and community expectations are being met.
  - Spidrtech
  - Command review of critical incidents
  - Accreditation auditing and compliance
  - Lexipol
  - Operate a comprehensive and robust in-service training program
- e) Focus on finding candidates of differing backgrounds and diverse communities.

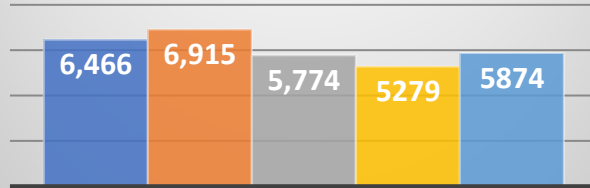
# DEPARTMENT GOALS

3. Be regional leaders and set the example for modern policing as it relates to community expectations:

- a) Listen to community feedback and implement change as appropriate.
- b) Update and modify policy and procedures promptly.
- c) Develop and promptly instruct internal training programs consistent with legislative mandates and current events.
- d) Focus on fostering a culture of partnership with the community.
- e) Be as transparent as possible.
- f) Recognize community support and trust is paramount to our success.
- g) Be proactive in incorporating improvements and efficiencies in lieu of a wait and see approach.
- h) Fiscal Responsibility.

# 2025 3<sup>rd</sup> QUARTER BY THE NUMBERS

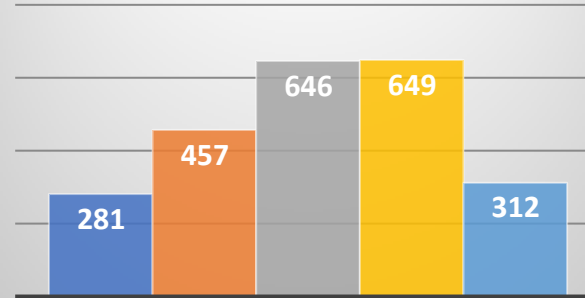
## CALLS FOR SERVICE



Each time an officer is dispatched or initiates their own activity

■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

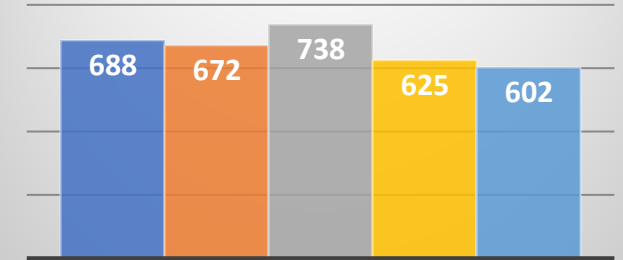
## COP



Community Oriented Policing Contacts

■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

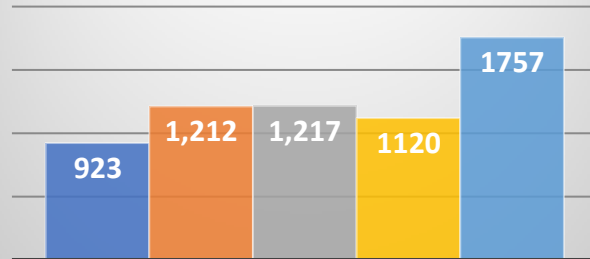
## REPORTS



A call that requires a police report to be written

■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

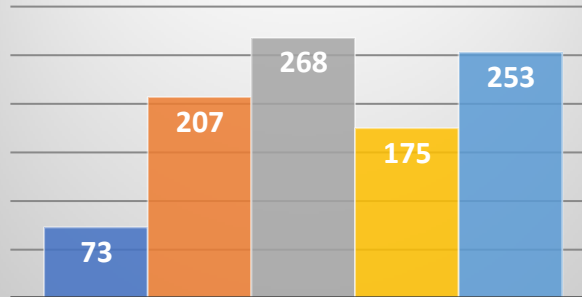
## TRAFFIC STOPS



Every traffic stop performed by a Mountlake Terrace officer.

■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

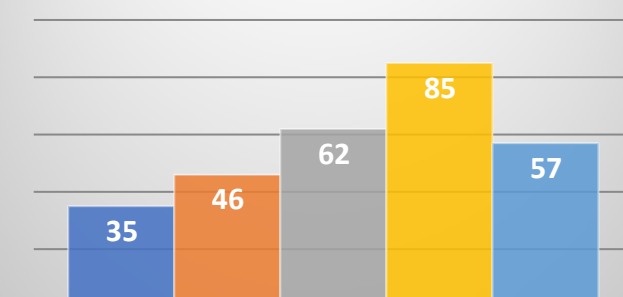
## INFRACTIONS



non-criminal traffic violations

■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

## CITATIONS

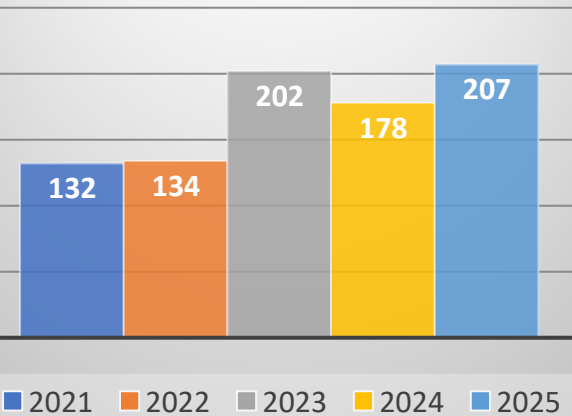


Suspended license, reckless driving, Etc

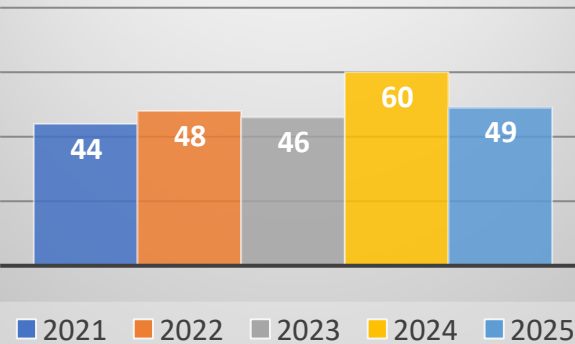
■ 2021 ■ 2022 ■ 2023 ■ 2024 ■ 2025

# 2025 3<sup>rd</sup> QUARTER BY THE NUMBERS

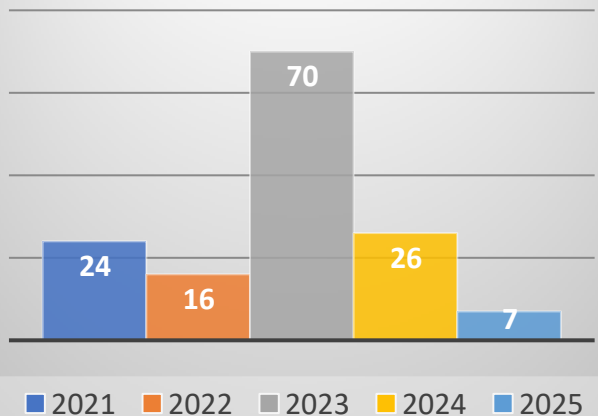
ARRESTS



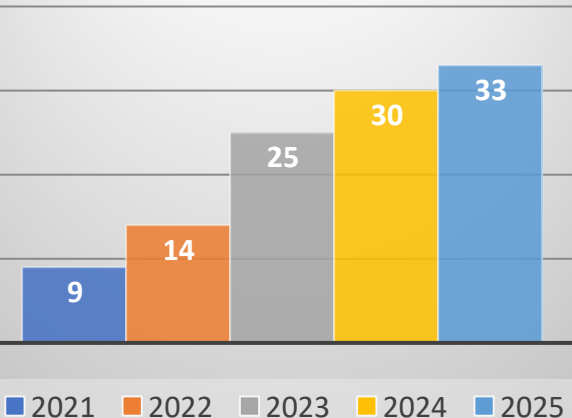
DOMESTIC  
VIOLENCE CRIMES



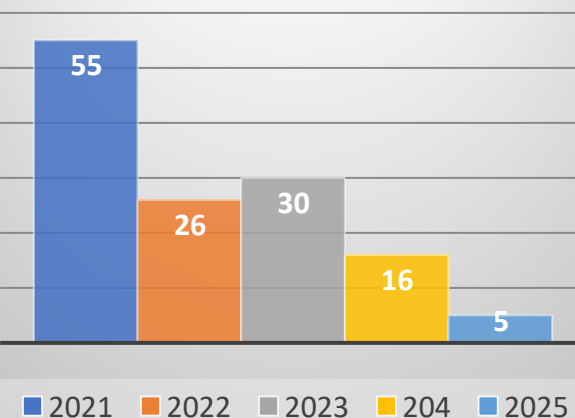
VEHICLE THEFT



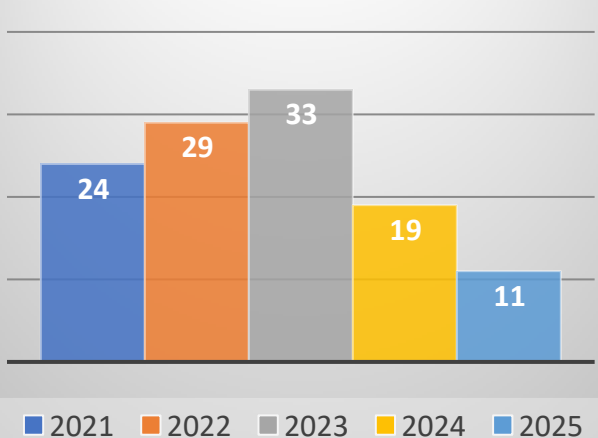
DUI



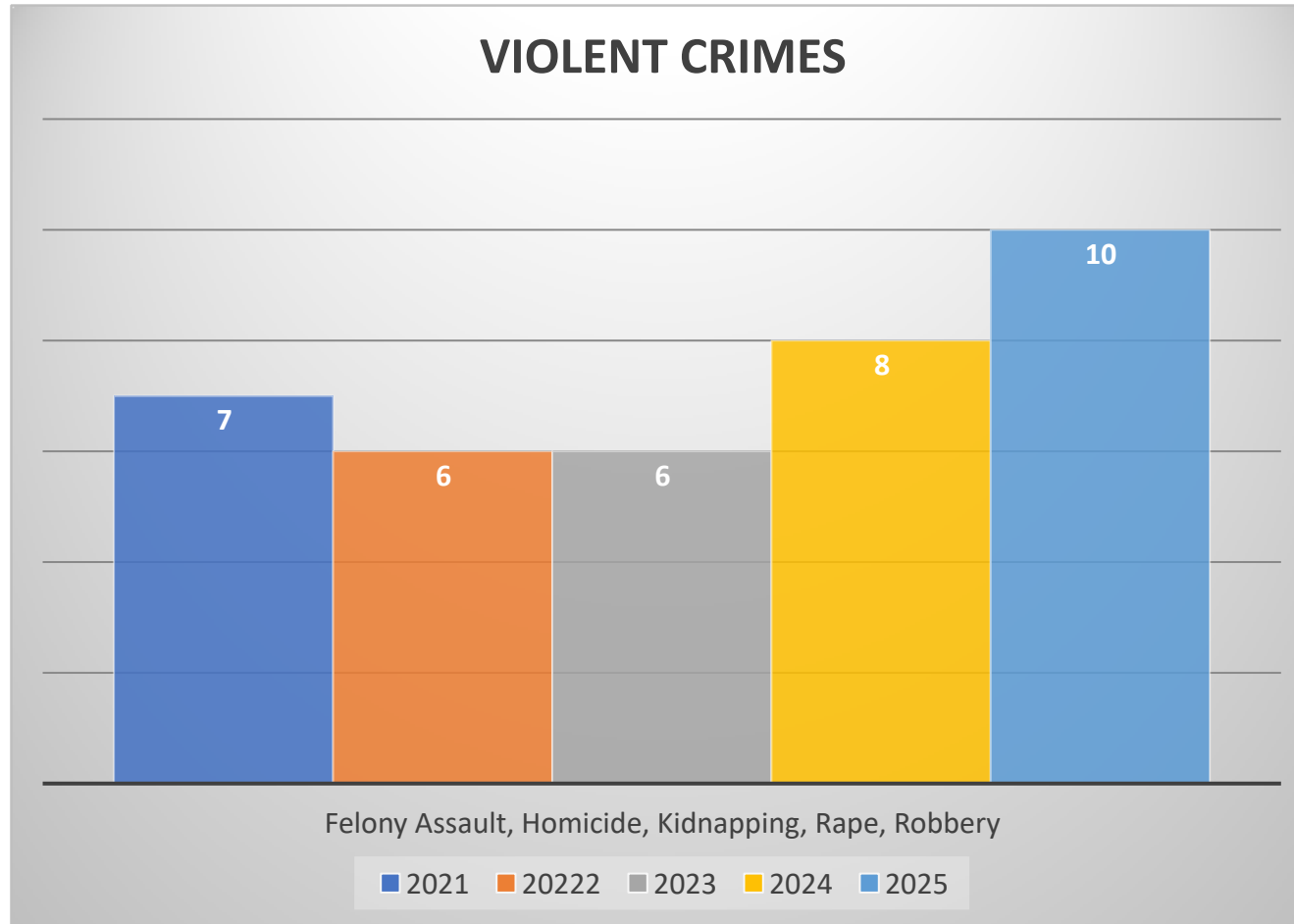
VEHICLE PROWLs



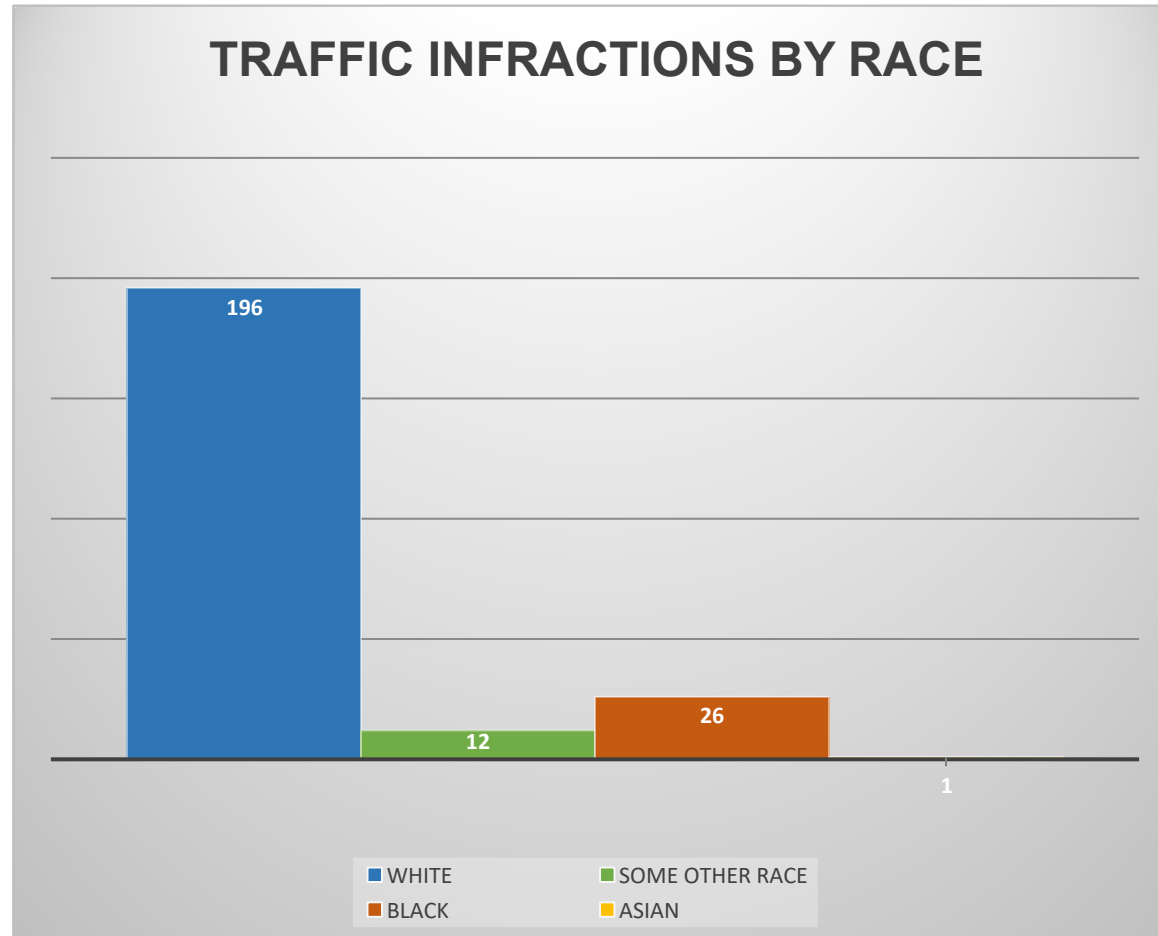
BURGLARIES



## 2025 3<sup>rd</sup> QUARTER BY THE NUMBERS

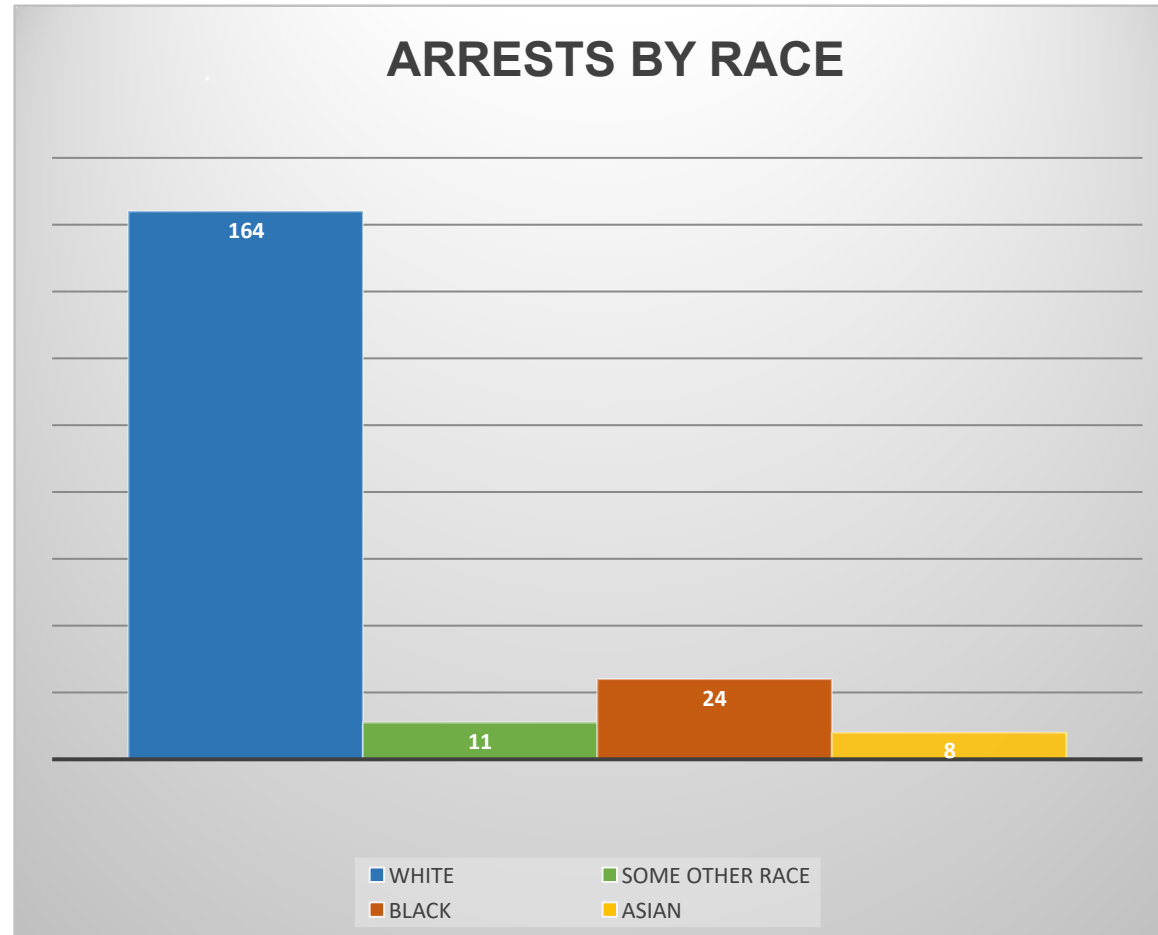


## 2025 3<sup>rd</sup> QUARTER BY THE NUMBERS





## 2025 3<sup>rd</sup> QUARTER BY THE NUMBERS



***AVOID  
DENY  
DEFEND***

Cops and Clergy

---

# Records & Animal Control

---







# Training

---



## PROPERTY TECHNICIAN



Evidence Technician Custer processed 351 pieces of evidence and destroyed 461 pieces.



QUESTIONS?



## STAFF REPORT

**To:** Mountlake Terrace City Council

**From:** Man Truong, Gary Schimek, Public Works Director

**Meeting Date:** January 22, 2026

**Subject:** Review Agreement Supplement 1 with Consor for the Wastewater Comprehensive Plan

### Required Reviews:

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 01/15/2026 |
| Gary Schimek   | Approved - 01/15/2026          |
| Sirke Salminen | Approved - 01/15/2026          |
| Hillary Evans  | Approved - 01/16/2026          |
| Carolyn Hope   | Final Approval - 01/19/2026    |

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service  
Environmental Sustainability and Resiliency

### Legislative History:

In December 2024, the City entered into a contract agreement with Consor North America (Consor) for the Sewer Comprehensive Plan Update with the original contract amount of \$448,790.

### Subject Summary:

This supplemental agreement is to amend the original agreement for the Sewer Comprehensive Plan Update to add FCS Bowman Company as a sub-consultant to conduct financial and capital improvement projects analysis. The amendment is being brought to City Council to authorize the city manager to approve it, because the total amount of the contract is higher than the City Manager's signing authority.

FCS Bowman Company (FCS) is proposed to be added as a sub-consultant to Consor to conduct financial analysis to determine if a shortfall in funding exists and establish sewer rates, along with identifying and prioritizing capital improvement (CIP) projects that align with available funding sources. The collaboration between the City staff, Consor and FCS will provide consistency in terms of the City's infrastructure renewal goals, financial analysis from FCS and CIP development from Consor. The cost of the proposed amendment is \$60,584 with a \$10,000 management reserve, which brings this total supplemental amount to \$70,584 and the new



maximum amount payable to \$519,374. This is within the proposed budget for the Sewer Comprehensive Plan Update as approved by City Council in the 2025-2026 budget.

As background, every six years, the city’s sewer comprehensive plan needs to be updated. Its purpose is to project changes to future operations and to plan for capital improvements to meet the future needs of the system, such as the need for new and upgraded sewer infrastructure to prevent sewerage spills and overflow and to plan for changes to the system to accommodate projected population and economic growth within the city. This document will guide near and long-term investments in the sewer system. The plan must meet the requirements of WAC 173-240-050 and be approved by the Washington State Department of Ecology.

**Financial/Budget Impacts:**

Budget Amendment                      No  
Required?                                      \_\_\_\_\_

|                                       |                                               |
|---------------------------------------|-----------------------------------------------|
| Budget and Sources:                   | Sewer Fund: Professional Services             |
| Expenditure:                          | \$519,374.00                                  |
| New Appropriation Required + Sources: | \$70,584.00 Sewer Fund: Professional Services |

**Additional Financial Information:**

|                                                                                                 |           |
|-------------------------------------------------------------------------------------------------|-----------|
| 2025/6 Approved Budget: Sewer Comp Plan (w/ financial rate study and inflow/infiltration study) | \$550,000 |
| Contracted amount to date (after execution of contract with <del>Consor</del> on 12/23/2024)    | \$448,790 |
| Amendment Requested                                                                             | \$70,584  |
| New contract total                                                                              | \$519,584 |
| Budget Balance                                                                                  | \$30,416  |

1. The total 2025/6 Sewer Professional Services budget was \$1,605,228.
2. Of that total sewer professional services budget, \$550,000 (or 34%) was allocated to the sewer comprehensive plan, including a financial rate study and an inflow/infiltration study.
3. The Sewer Comp Plan contract was executed on 12/23/2024 for \$448,790 but did not include the rate study element of the comprehensive plan.
4. We are now requesting a budget amendment for \$70,584 for the rate study and a \$10,000 management reserve for unforeseen work items.
5. The remaining budget for the project is \$30,416. If these funds are not needed to complete the comp plan, they will be used to support other professional services work within the utility.

**Community Notifications:**

## City Council Agenda

If "Other," please specify:

### **Board/Commission Recommendation:**

N/A

### **Staff Recommendation:**

Option 1: Approve contract. Staff recommends the City Council authorize the City Manager to sign the Consor General Sewer Plan Update Supplemental 1. This can be accomplished by adding it to the Consent Agenda on February 5, 2026.

Option 2: Do not approve the contract. This submittal of the Sewer Comprehensive to the WA State Department of Ecology (DOE) would not include a Financial Chapter. The City would need to negotiate with the DOE to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust wastewater rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the sewer utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

Option 3: Use city staff to complete the financial analysis. However, the city does not have the resources and expertise to independently complete a comprehensive sewer plan financial analysis, including a rate study. It would take time to gain this expertise and find time to complete the work, which would likely delay the project. The City would need to negotiate with the DOE to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust wastewater rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the sewer utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

### **Council Motion:**

Council recommends including this item on the Consent Agenda for February 5, 2026.

### **Attachments:**

1. Consor Sewer Comprehensive Plan Update Agreement Supplement 1 (Draft)
2. Consor Sewer Comprehensive Plan Agreement 2025



|                                                                                                        |                                                                                                                             |                                            |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>Supplement Number</b><br><br><b>1</b><br><br><b>Sewer Comprehensive Plan Update</b>                 | <b>Organization Name and Address:</b><br><br>Conсор North America, Inc.<br>350 Indiana Street, Ste. 400<br>Golden, CO 80401 |                                            |
| <b>Original Agreement Number</b><br>N/A<br><br><b>Project Title</b><br>Sewer Comprehensive Plan Update | <b>Execution Date</b><br>02/02/2025                                                                                         | <b>Completion Date</b><br>12/31/2026       |
|                                                                                                        | Original Amount Authorized<br>Management Reserve<br>Amount This Supplement                                                  | \$448,790.00<br>\$10,000.00<br>\$60,584.00 |
| <b>New Maximum Amount Payable</b>                                                                      |                                                                                                                             | <b>\$519,374.00</b>                        |

The City of Mountlake Terrace desires to supplement the agreement entered into with **Conсор North America, Inc.** and executed on 02/02/2025

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

**I**

**Section II, General Scope of Work** shall be amended to include **Exhibit A, Scope of Services Amendment 1**, attached hereto.

**II**

**Section V, Payment Provision:** The maximum amount payable found on the first page of the Agreement listed as **\$448,790.00** shall be amended to **\$519,374.00**.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Conсор North America, Inc.

By: City of Mountlake Terrace

\_\_\_\_\_  
Drew Henson, PE PMP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Niten, City Manager

\_\_\_\_\_  
Date

# EXHIBIT A

## SCOPE OF SERVICES

### GENERAL SEWER PLAN UPDATE

#### AMENDMENT 1

#### CITY OF MOUNTLAKE TERRACE, WA

### Introduction

The City of Mountlake Terrace (City) currently serves approximately 21,000 individuals and operates a sewer collection and conveyance system within approximately 2,660 acres. There are an estimated 74 miles of mainline gravity sewers, 5,700 linear feet of force mains and four lift stations. The system primarily discharges to the City of Edmonds Wastewater Treatment Plant.

The City has obtained the services of Consor North America, Inc. (Consor, Consultant) to complete a General Sewer Plan Update. This Scope of Services is for Amendment 1 to the General Sewer Plan Update (original contract executed 2/18/2025). This amendment adds FCS a Bowman Company (FCS) to the contract for financial analysis related to the General Sewer Plan Update. Previously, it was assumed that FCS would operate under a separate contract with the City to complete this work and Consor would coordinate through Task 14 of the original Scope of Services. Task 14 is amended to add the FCS scope.

### Scope of Services

To maximize the available information and to streamline the Project, tasks include the following five (5) components:

- Objective – Summary of the goals that will be achieved by each task
- Work Tasks – Tasks that will be completed by the Consultant
- Receivables – Information that will be provided by the City
- Task Deliverables – The finished product that will be delivered to the City
- Assumptions – Assumptions used to develop each task

### *Specific Tasks*

City staff will be actively engaged throughout the project, utilizing a series of workshops and presentations to solicit City input and develop consensus at key points in the planning process. Task numbers are maintained from the original Scope of Services. Tasks included in this Amendment 1 Scope of Services are:

- Task 1 – Project Management
- Task 14 – Financial Analysis

A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Amendment 1 Fee Estimate (Exhibit B).

## Task 1 - Project Management

### *Objective*

Provide overall leadership and team strategic guidance aligned with City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope. Conduct QA/ QC procedures.

### *Work Tasks*

#### *1.1 Invoices/Status Reports*

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

#### *1.4 Coordination of Subconsultants*

Coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

#### *1.5 Change and Decision Log*

Develop, maintain, and monitor a decision log to document major project decisions. Decision log will be a Microsoft Excel file with access provided to the consulting team and City staff.

#### *1.6 Quality Assurance/Quality Control (QA/QC)*

Perform QA/QC at key milestones and on project deliverables.

### *Task Deliverables*

- Deliver to the City of Mountlake Terrace a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Budget Analysis.
  - Issues requiring project team action.
  - Decision/Change Log

## *Assumptions*

- City review period for deliverables is ten (10) working days.
- City review comments will be compiled into a single document before submitting to Consor.

## Task 14 - Financial Analysis

### *Objective*

Coordinate with FCS and provide information from previous tasks needed to perform the financial analysis. Facilitate data requests between FCS and the City to obtain data necessary to complete the financial analysis. Attend meetings with the City and FCS to review the draft gap analysis and respond to questions. FCS will perform the financial analysis and lead development of Chapter 9 with support from Consor.

### *Work Tasks*

#### *14.1 Coordination with FCS*

Provide FCS with the CIP developed in Task 12 so that FCS can develop the financial strategy and gap analysis under separate contract with the City. FCS to develop Draft Chapter 9 – Financial and submit to Consor for incorporation into the Plan.

Attend up to two (2) meetings led by FCS related to the financial analysis and documentation.

#### *14.2 Financial Analysis*

- Financial Task Initiation & Financial Data Collection: FCS will provide a data request outlining information needed to complete the analysis, reviewing data provided and working with the project team to resolve questions and obtain additional records as needed.
- Capital Facilities Charge (CFC) Update – Review the City’s sewer Capital Facilities Charge (CFC) with attention to the following elements:
  - Updating the underlying cost basis to reflect a current inventory of existing assets, the accrual of interest on existing assets, and the most recent capital improvement plan.
  - Determining the number of equivalent units that the system can serve, given the operational capacity of the City’s facilities and the existing utilization of those facilities by existing customers.
  - Revisit the City’s CFC methodology to determine whether it can be revised to recover costs from specific types of development more equitably. Some topics that could be considered include (but are not limited to):
    - Recalibrating the sewer CFC structure to use the same equivalent residential unit (ERU) weighting factors as the water CFC structure. The existing fee schedule assigns a 3” meter 15 ERUs for the water CFC and 17.5 ERUs for the sewer CFC; a 4” meter is assigned 25 ERUs for the water CFC and 32.5 ERUs for the sewer CFC. Given that water meters are often sized to accommodate uses that do not generate wastewater (e.g. peak-period



irrigation, fire suppression), a given connection would logically be assigned fewer sewer ERUs than water ERUs under a meter-based structure.

- Evaluating an alternate basis for imposing CFCs on residential connections. Modern trends in residential development have led a growing number of utilities to consider charging CFCs based on metrics such as the size and number of dwelling units as an alternative to water meter size.
- Financial Plan – Develop forecast of revenue requirements for the City’s sewer utility over a ten-year planning period. Key elements of this task include:
- Operating Forecast - Develop forecast of operating revenues and expenses will incorporate inflation and other cost increases as appropriate. The operating forecast will also incorporate adjustments for anticipated changes in staffing and/or program activities.
  - Capital Funding Plan. Develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, CFCs, developer contributions, existing reserves, and debt (if needed).
  - Revenue Sufficiency Analysis – Develop revenue sufficiency analysis to evaluate the adequacy of the sewer utility’s revenues in meeting its cash flow needs and any applicable debt service coverage requirements, developing a ten-year strategy of annual rate adjustments.
- Prepare the financial chapter of the General Sewer Plan (GSP) to include:
- Review of the sewer utility’s historical financial performance, summarizing noteworthy trends.
  - Potential funding sources for the capital improvement plan (CIP).
  - CFC analysis and financial plan.
  - Evaluation of the affordability of the City’s current and proposed rates. For consistency with standards historically established by the U.S. Environmental Protection Agency, FCS will compute sample residential bills under the City’s current and projected water and sewer rates as a percent of median household income. Recognizing that median household income is of limited value in assessing the impacts of utility rates on customers with income levels far below the area median, determine values for two alternative metrics that have been gaining traction in the industry as providing a more meaningful basis for evaluating affordability:
    - Hours at Minimum Wage (HM): This metric computes the average monthly bill for a home using 50 gallons per capita per day (gpcd) in terms of the number of hours someone earning the prevailing local minimum wage would need to work in order to pay it.
    - Affordability Ratio at the 20th Income Percentile (AR20): This metric computes the average monthly bill for a home using 50 gpcd as a percentage of the net disposable income that a household in the 20th income percentile would have after paying for other essential costs including housing, food, healthcare, home energy, and taxes.
- Meetings & Public Process - Attend up to three (3) virtual review meetings with City staff and up to two (2) onsite City Council meetings to present study findings and recommendations.

## Receivables

- Financial background data to facilitate financial analysis.

- Review of Draft Financial Chapter

### Task Deliverables

- Draft and Final Chapter 9.

### Assumptions

- FCS will lead and facilitate meetings under this task
- City review comments will be compiled into a single document before submitting to Consor.
- Sufficient data is available to support revisiting the City's CFC methodology to determine whether it can be revised to recover costs from specific types of development more equitably.
- Elements of the financial analysis exceed the requirements that WAC 173-240-050 establishes for GSPs, the City has requested that the GSP financial chapter include them for consistency with the financial chapter being preparing concurrently as part of the City's Water System Plan update. We will submit a draft financial chapter to the project team for review, revising it to incorporate input received.
- FCS will develop Chapter 9 – Financial Strategy and Consor will incorporate the completed chapter into the overall General Sewer Plan

## Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

See the attached Fee Proposal included as Exhibit B.

### Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

|                                    |                  |
|------------------------------------|------------------|
| Computer Aided Design and Drafting | \$18.00/hour     |
| GIS and Hydraulic Modeling         | \$10.00/hour     |
| Mileage                            | Current IRS Rate |
| Postage and Delivery Services      | At Cost          |
| Printing and Reproduction          | At Cost          |
| Travel, Lodging and Subsistence    | At Cost          |

## Project Schedule

The project schedule below identifies the milestone deliverables required to have the Update to the Comprehensive Sewer Plan approved by May of 2026. The Infiltration & Inflow work can lag this schedule or be included in parallel.

| Task                        | Anticipated Completion |
|-----------------------------|------------------------|
| Task 1 – Project Management | June 2026              |

|                              |          |
|------------------------------|----------|
| Task 14 – Financial Analysis | Feb 2026 |
|------------------------------|----------|

**COMPREHENSIVE SEWER PLAN UPDATE  
CITY OF MOUNTLAKE TERRACE  
PROPOSED FEE ESTIMATE**

|                                                                | LABOR CLASSIFICATION (HOURS) |                       |                          |                          |                         |                    |                |                         |                        |                    | Hours     | Labor            | Subconsultants                  | Subconsultant Multiplier % Markup | Subconsultant Total with Markup | Expenses    | CADD Units \$18/hr | GIS Units \$10/hr | Total            |
|----------------------------------------------------------------|------------------------------|-----------------------|--------------------------|--------------------------|-------------------------|--------------------|----------------|-------------------------|------------------------|--------------------|-----------|------------------|---------------------------------|-----------------------------------|---------------------------------|-------------|--------------------|-------------------|------------------|
|                                                                | Principal Engineer VI        | Principal Engineer II | Professional Engineer VI | Engineering Designer III | Engineering Designer II | Project Manager II | Technician III | Project Coordinator III | Project Coordinator II | Administrative III |           |                  |                                 |                                   |                                 |             |                    |                   |                  |
|                                                                | Schuyler                     | Henson                | Koska                    | Murphy                   | Owen                    | Thal               | TBD -CAD       | Cutlip                  | Tech Editor            | DeHaven            |           |                  | Bowman (FCS) Financial Analysis |                                   |                                 |             |                    |                   |                  |
| <b>Average Billing Rate Estimated per Classification/Staff</b> | <b>\$373</b>                 | <b>\$295</b>          | <b>\$233</b>             | <b>\$201</b>             | <b>\$189</b>            | <b>\$237</b>       | <b>\$183</b>   | <b>\$176</b>            | <b>\$159</b>           | <b>\$146</b>       |           |                  |                                 |                                   |                                 |             |                    |                   |                  |
| <b>Staff Name</b>                                              | <b>\$392</b>                 | <b>\$310</b>          | <b>\$245</b>             | <b>\$211</b>             | <b>\$198</b>            | <b>\$249</b>       | <b>\$192</b>   | <b>\$185</b>            | <b>\$167</b>           | <b>\$153</b>       |           |                  |                                 |                                   |                                 |             |                    |                   |                  |
| <b>Task 1 - Project Management</b>                             |                              |                       |                          |                          |                         |                    |                |                         |                        |                    |           |                  |                                 |                                   |                                 |             |                    |                   |                  |
| <b>Task 1.1 - Invoices/Status Reports</b>                      | 1                            | 2                     |                          |                          |                         |                    |                | 6                       |                        | 6                  | 15        | \$ 3,040         |                                 | 1.1 \$                            | -                               | \$ -        | \$ -               | \$ -              | \$ 3,040         |
| <b>Task 1.2 - Project Kickoff Meeting</b>                      |                              |                       |                          |                          |                         |                    |                |                         |                        |                    | 0         | \$ -             | 1.1 \$                          | -                                 | \$ -                            | \$ -        | \$ -               | \$ -              | \$ -             |
| <b>Task 1.3 - Coordination with City Staff</b>                 |                              |                       |                          |                          |                         |                    |                |                         |                        |                    | 0         | \$ -             | 1.1 \$                          | -                                 | \$ -                            | \$ -        | \$ -               | \$ -              | \$ -             |
| <b>Task 1.4 - Coordination of Subconsultants</b>               |                              |                       |                          |                          |                         |                    |                |                         |                        |                    | 0         | \$ -             | 1.1 \$                          | -                                 | \$ -                            | \$ -        | \$ -               | \$ -              | \$ -             |
| <b>Task 1.5 - Change &amp; Decision Log</b>                    |                              |                       |                          |                          |                         |                    |                |                         |                        |                    | 0         | \$ -             | 1.1 \$                          | -                                 | \$ -                            | \$ -        | \$ -               | \$ -              | \$ -             |
| <b>Task 1.6 - Quality Assurance/ Quality Control (QA/QC)</b>   | 2                            | 6                     |                          |                          |                         |                    |                |                         |                        |                    | 8         | \$ 2,642         | 1.1 \$                          | -                                 | \$ -                            | \$ -        | \$ -               | \$ -              | \$ 2,642         |
| <b>Task 1 Subtotal</b>                                         | <b>3</b>                     | <b>8</b>              | <b>0</b>                 | <b>0</b>                 | <b>0</b>                | <b>0</b>           | <b>0</b>       | <b>6</b>                | <b>0</b>               | <b>6</b>           | <b>23</b> | <b>\$ 5,682</b>  | <b>\$ -</b>                     | <b>\$ -</b>                       | <b>\$ -</b>                     | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ -</b>       | <b>\$ 5,682</b>  |
| <b>Task 14 - Financial Analysis</b>                            |                              |                       |                          |                          |                         |                    |                |                         |                        |                    |           |                  |                                 |                                   |                                 |             |                    |                   |                  |
| <b>Task 14.1 - Coordination with FCS</b>                       | 1                            | 4                     | 4                        |                          | 8                       |                    |                |                         |                        |                    | 17        | \$ 4,197         | 1.1 \$                          | -                                 | \$ -                            | \$ -        | \$ -               | \$ -              | \$ 4,197         |
| <b>Task 14.2 - Financial Analysis</b>                          | 2                            |                       | 4                        |                          | 8                       |                    |                |                         |                        |                    | 14        | \$ 3,186         | 1.1 \$                          | 43,200                            | 47,520                          | \$ -        | \$ -               | \$ -              | \$ 50,706        |
| <b>Task 14 Subtotal</b>                                        | <b>1</b>                     | <b>6</b>              | <b>8</b>                 | <b>0</b>                 | <b>16</b>               | <b>0</b>           | <b>0</b>       | <b>0</b>                | <b>0</b>               | <b>0</b>           | <b>31</b> | <b>\$ 7,383</b>  | <b>\$ 43,200</b>                | <b>\$ 47,520</b>                  | <b>\$ -</b>                     | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ -</b>       | <b>\$ 54,903</b> |
| <b>TOTAL - ALL TASKS</b>                                       | <b>4</b>                     | <b>14</b>             | <b>8</b>                 | <b>0</b>                 | <b>16</b>               | <b>0</b>           | <b>0</b>       | <b>6</b>                | <b>0</b>               | <b>6</b>           | <b>54</b> | <b>\$ 13,064</b> | <b>\$ 43,200</b>                | <b>\$ 47,520</b>                  | <b>\$ -</b>                     | <b>\$ -</b> | <b>\$ -</b>        | <b>\$ -</b>       | <b>\$ 60,584</b> |



## FCS, a Bowman Company

### 2025 STANDARD FEE SCHEDULE

Effective February 10, 2025

#### LABOR<sup>1</sup>

| <b><u>Position/Title</u></b>         |                | <b><u>Billing Rate</u></b> |
|--------------------------------------|----------------|----------------------------|
| Principals                           | Standard Rates | \$295-\$325                |
| Project Managers                     | Standard Rates | \$220-\$250                |
| Consultants                          | Standard Rates | \$170-\$205                |
| Administrative and Technical Support |                |                            |
| Public Relations                     |                | \$185                      |
| Technical Writer/Graphic Artist      |                | \$160                      |
| Administrative Support               |                | \$110                      |

#### DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS and specific terms will be established in advance prior to expenditure and billing.

#### SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

<sup>1</sup> Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

|                                                                                                                              |                                                                                                                                                                                                                                              |                                    |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Firm/Organization Legal Name (do not use dba's):<br><b>Conсор North America, Inc.</b>                                        |                                                                                                                                                                                                                                              |                                    |
| Address<br>One SW Columbia St., Ste. 1700, Portland, OR 97204                                                                | Federal Aid Number                                                                                                                                                                                                                           |                                    |
| UBI Number<br><b>601-124-424</b>                                                                                             | Federal TIN<br><b>93-0768555</b>                                                                                                                                                                                                             |                                    |
| Execution Date<br><b>02/01/2025</b>                                                                                          | Completion Date<br><b>12/31/2026</b>                                                                                                                                                                                                         |                                    |
| 1099 Form Required<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                    | Federal Participation<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                 |                                    |
| Project Title<br><b>Sewer Comprehensive Plan</b>                                                                             |                                                                                                                                                                                                                                              |                                    |
| Description of Work<br>Update existing Sewer Comprehensive Plan. See Exhibit A - Scope of Work for full details.             |                                                                                                                                                                                                                                              |                                    |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No DBE Participation<br><input checked="" type="checkbox"/> No MBE Participation<br><input checked="" type="checkbox"/> No WBE Participation<br><input checked="" type="checkbox"/> No SBE Participation | Maximum Amount Payable: 448,790.00 |

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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



Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Jeff Niten, City Manager  
Agency: City of Mountlake Terrace  
Address: 23204 58th Ave W  
City: Mountlake Terrace State: WA Zip: 98043  
Email: [jniten@mltwa.gov](mailto:jniten@mltwa.gov)  
Phone: 425.776.0420  
Facsimile:

If to CONSULTANT:

Name: Debbie Harris, Principal  
Agency: Consor North America, Inc.  
Address: One SW Columbia St., Ste. 1700  
City: Portland State: OR Zip: 97204  
Email: [Debbie.Harris@consoreng.com](mailto:Debbie.Harris@consoreng.com)  
Phone: 425.366.2311  
Facsimile:

**IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

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

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

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

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

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

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

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

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

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

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

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

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

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

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

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

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

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

## VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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



## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jennifer Legerski, Contracts and Grants Manager

Agency: City of Mountlake Terrace

Address: 23204 58th Ave. W.

City: Mountlake Terrace State: WA Zip: 98043

Email: jlegerski@mltwa.gov

Phone: 425.744.6216

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

*Debbie Harris*

2/18/2025

Debbie Harris, Principal

Date

*Jeff Niten*

2/18/2025

Jeff Niten, City Manager

Date

*Robert Zeinemann*

2/18/2025

Robert Zeinemann for Hillary Evans, City Attorney

Date

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

## ***Exhibit A*** ***Scope of Work***

---

See attached Exhibit A - Scope of Work.

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **GENERAL SEWER PLAN UPDATE**

#### **CITY OF MOUNTLAKE TERRACE, WA**

### **Introduction/General/Background**

The City of Mountlake Terrace (City) currently serves approximately 21,000 individuals and operates a sewer collection and conveyance system within approximately 2,660 acres. There are an estimated 74 miles of mainline gravity sewers, 5,700 linear feet of force mains and four lift stations. The system primarily discharges to the Edmonds Treatment plant. There are agreements in place with the Ronald Wastewater District and the Cities of Brier, Lynwood, and Shoreline to provide sanitary sewer service where topographic conditions demand.

### **Project Understanding and Assumptions**

The City recently completed an update of their Comprehensive Plan, Vision 2044 in October 2024. This plan identifies significant development and growth and the City would like to review how those impacts may affect their sewer system. In addition, the City has significant inflow and infiltration within the Cedar Grove sewer basin based on the run time of the pumps in the Cedar Grove Lift Station after a rainfall event and would like to develop strategies to reduce those flows to reduce the costs they pay for sewage treatment.

The City last prepared an updated Sewer Comprehensive Plan in 2019 and would like a new planning document to help guide near and long-term investments in their sewer system. The City's 2026 Sanitary Sewer Comprehensive Plan (Plan) will meet the requirements of WAC 173-240-050 to be approved by the Washington State Department of Ecology (Ecology).

The City has also requested services for analysis and development of I&I reduction strategies and Public Outreach.

The consultant team is led by Consor (Consultant) as the prime consultant and includes one sub-consultant, ADS Environmental (ADS), for flow monitoring.

### **Scope of Services**

To maximize the available information and to streamline the Project, tasks include the following five (5) components:

- Objective – Summary of the goals that will be achieved by each task
- Work Tasks – Tasks that will be completed by the Consultant



- Receivables – Information that will be provided by the City
- Task Deliverables – The finished product that will be delivered to the City
- Assumptions – Assumptions used to develop each task

## *Specific Tasks*

City staff will be actively engaged throughout the project, utilizing a series of workshops and presentations to solicit City input and develop consensus at key points in the planning process. Tasks in this Scope of Work include:

- Task 1 – Project Management
- Task 2 – Coordination with Ecology
- Task 3 – Data Collection and Review
- Task 4 – Flow Monitoring
- Task 5 – Land Use & Service Area
- Task 6 – Design Criteria and Regulatory Requirements
- Task 7 – Existing Collection and Conveyance Sewer System Summary
- Task 8 – Wastewater Treatment and Water Reclamation and Reuse
- Task 9 – Existing and Future Population and Flow Projections
- Task 10 – Condition Assessment
- Task 11– Model Construction and Sewer System Analysis
- Task 12 – Comprehensive Plan and Capital Improvement Plan
- Task 13 – Operations and Maintenance
- Task 14 – Financial Analysis
- Task 15 – Plan Development and Approval Process

A detailed breakdown of the tasks and subtasks that comprise the Scope of Services follows and aligns with the tasks included in the Fee Estimate (Exhibit B).

## Task 1 - Project Management

### *Objective*

Provide overall leadership and team strategic guidance aligned with City objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope. Conduct QA/ QC procedures.

### *Work Tasks*

#### *1.1 Invoices/Status Reports*

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

### *1.2 Project Kickoff Meeting*

Prepare for and attend project kickoff meeting with City staff and key team members. Prepare a detailed meeting agenda and distribute before the kickoff meeting for City review. Prepare and distribute meeting notes after the meeting.

### *1.3 Coordination with City Staff*

Maintain communication with the City through meetings via voice and email communication. Attend monthly meetings with the City's Project Manager to review project status.

### *1.4 Coordination of Subconsultants*

Coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

### *1.5 Change and Decision Log*

Develop, maintain, and monitor a decision log to document major project decisions. Decision log will be a Microsoft Excel file with access provided to the consulting team and City staff.

### *1.6 Quality Assurance/Quality Control (QA/QC)*

Perform QA/QC at key milestones and on project deliverables.

## *Task Deliverables*

- Deliver to the City of Mountlake Terrace a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Budget Analysis.
  - Issues requiring project team action.
- Kickoff meeting agenda and notes
- Updated schedule
- Decision/Change Log

## *Assumptions*

- Consultant assumes a Notice to Proceed date by January 2025.
- Project duration will be 18 months (Jan 2025 – June 2026), therefore it is assumed that there will be up to 18 progress payments/status reports.
- Weekly meetings between the consultant and City project managers are assumed to be 30 minutes in length and will occur virtually via telephone or Teams
- City review period for deliverables is ten (10) working days.
- City review comments will be compiled into a single document before submitting to Consor.
- The project schedule will be updated up to five (5) times over 18 months.
- A project management plan for this project will not be developed for delivery to the City.
- Seventeen (17) half-hour monthly meetings with the Consultant's Project Manager and the City of Mountlake Terrace Project Manager to review project status are assumed.

## Task 2 - Coordination with Ecology

### *Objective*

Perform coordination with the Ecology representative to facilitate efficient and complete delivery and approval of the Plan.

### *Work Tasks*

#### *3.1 Ecology Kickoff Meeting*

Prepare for and attend a project kickoff meeting with Ecology to review project objectives, work plan, schedule, and receive Ecology input.

#### *2.2 Coordination with Ecology*

Coordinate with Ecology.

### *Receivables*

- None

### *Task Deliverables*

- Ecology Kickoff meeting agenda and notes.

## *Assumptions*

- Consultant staff will identify Ecology representative and facilitate scheduling of Ecology kickoff meeting.
- City PM will attend all meetings with Ecology.
- Kickoff meeting with Ecology will be virtual.

## Task 3 – Data Collection and Review

### *Objective*

Collection of existing flow data and background information for the system, including pipe, pump station, and operations information. The data and information compiled and reviewed in this Task will aid in completing future Tasks.

### *Work Tasks*

#### *3.1 Develop and Submit Data Collection Request Log*

Prepare and maintain a list of data needed for the project, submit list to the City, and coordinate with the City during the data collection process by using the Data Collection Request Log. Update the Data Collection Request Log based on data availability and as data is received. The log to be accessible to consultant and City staff such that duplicate data requests are not made.

Obtain available existing information:

- GIS layers (attributes)
  - Pipeline condition assessment and ranking in available format
  - Pipes (diameter, length, upstream and downstream MH connectivity and invert elevations, material)
  - Manholes (depth/invert elevation, rim elevation, connecting pipe offsets)
  - Soil info (geologic classification, infiltration rates or hydraulic conductivity)
  - Parcels
  - Right-of-way (ROW)
  - Flow monitors and Rain Gauge locations
  - Streets
  - Water bodies
  - Topography (5-foot or less resolution elevation)
  - Pump Stations
  - Other storage and diversion structures
- Flow and rainfall monitoring data in 15-minute increments or less
- Large user (industrial, institutional, etc.) flow data estimates if available
- Existing population and future projections; employment data if available
- Pump station parameters and condition information (pump curve, start/stop elevations, point of operation if variable speed pumps are used)
- Wet well dimensions and as-built drawings
- Force main profile, size, length, and material
- Pipe/Manhole Condition Information
- Water consumption data for service area
- Design standards including minimum slopes, design rainfall storm events, maximum allowable d/D (depth/Diameter) ratios by pipe sizes, peaking factors, allowable infiltration/inflow rates (gallons per acre or gallons per foot of pipe or gallons per inch-diameter-mile)

- City agreements with adjacent sewer providers (inter-governmental agreements)
- Current Rate Study
- Other information as requested

### *3.2 Review Data Provided by City*

Review and catalogue the data provided by the City.

#### *Receivables*

- Pertinent records, drawings, and information relevant to the sanitary sewer collection and conveyance systems.
- Information compiled and requested in the Data Collection Log.
- Current sewered customer information
- Large, non-residential wastewater customers and flows 2018-2021
- Land-use and service area changes, specifically where there are projected re-zones or expected service extensions.
- Current population numbers for 2024 and future population projections for the 6- and 20-year planning horizons by sewer basin.

#### *Task Deliverables*

- Data Collection Request Log

#### *Assumptions*

- City staff to provide data requested in most appropriate and useful format within ten (10) working days of the data request.
- Budget has been developed assuming all data is provided in electronic format.
- Background information contained in previous sewer plan developed by City can be leveraged.
- Water meter consumption data is available for most sewer customers Consultation with other Water Districts for water meter data will be required. City staff to facilitate request for water meter consumption data from other Water Districts.
- Sewered customer information and large, non-residential wastewater customers are used to develop sewerage per capita rates as well as inform flow loading projections.
- Land-use projections and zoning information will be coordinated with City's Community and Economic Development department to make sure the date used for this update is in alignment with the Vision 2044 Comprehensive Plan.
- 

## **Task 4 – Flow Monitoring**

### *Objective*

Determine flow monitoring needs and coordinate with ADS to perform flow monitoring. Determine current and future wastewater flow projections.

### *Work Tasks*

#### *4.1 Flow Monitoring Plan*

Review collection and conveyance network to recommend flow monitoring locations. Use pump station SCADA data and other data provided by the City to the extent feasible. Develop and submit a Flow Monitoring Plan for City review and approval.

#### *4.2 Flow Monitoring Data*

ADS to perform flow monitoring in accordance with the Flow Monitoring Plan. Assume up to seven (7) flow monitoring locations to be installed plus a rain gauge. ADS to provide finalized data to Consor for use in I/I analysis and flow monitoring at the end of the agreed upon monitoring period.

#### *Receivables*

- Past flow monitoring data gathered by either the City or Consultants over the last 10 years
- Comments on Flow Monitoring Plan
- Identification of areas of growth in the study area.

#### *Task Deliverables*

- Draft and final Flow Monitoring Plan
- Flow monitoring data

#### *Assumptions*

- Data collection period will be four (4) months (expected January 2025 through April 2025).
- Flow monitors data collection period will capture rainfall events to sufficiently complete I/I analysis.

## **Task 5 – Land Use & Service Area**

### *Objective*

Establish the Land Use and Service Area for the Plan utilizing information from City staff and the City's current Comprehensive Plan. Document the decisions for land use and service area.

### *Work Tasks*

#### *5.1 Service Area and Vicinity*

Review the current jurisdictional boundaries and land use designations (existing and those under development) to establish the study area for the planning horizons. Review and characterize the adjacent jurisdiction's service area in relation to the City's service area.

Develop map of the service area.

#### *5.2 Sewer Basins*

Review delineations of the existing sewer basins to define extents for the Plan. Document pertinent information including area, summary of sewer system components contained in each sewer basin, and land uses. Develop map showing sewer drainage basins.

### *5.3 Draft Chapter 1 - Introduction*

Document information including the changes driving the sewer plan update.

Develop the Draft Chapter 1 – Introduction. Submit draft to City for review and revise per comments.

### *5.4 Draft Chapter 2 – Land Use and Service Area*

Develop the Draft Chapter 2 – Land Use & Service Area by compiling the results of Task 5. Submit draft to City for review and revise per comments.

### *Receivables*

- Comments on Draft Chapter 1
- Comments on Draft Chapter 2

### *Task Deliverables*

- Draft Chapter 1 – Introduction
- Draft Chapter 2 – Land Use & Service Area

### *Assumptions*

- Sewer basin revisions will be reviewed and approved by the City prior to finalization.

## Task 6 – Planning Criteria and Regulatory Requirements

### *Objective*

Establish the Planning Criteria for the Plan. Document the regulatory requirements guiding the Plan.

### *Work Tasks*

#### *6.1 Regulatory Requirements*

Review and document the project-specific regulatory requirements and criteria, potential future requirements/trends, including:

- Previous Planning Efforts – Provide a written summary of recent planning efforts.
- Federal, State, and Local Rules and Regulations – Document Federal, State, and local rules and regulations that relate to the City’s sanitary sewer systems, including the Washington Criteria for Sewerage Works Design (“Orange Book”)
- City Design and Construction Standards and Specifications
- Collection System Planning Criteria – Identify planning design criteria, including defining pipe deficiency criteria. Additional criteria may include pump station firm capacity, force main maximum velocity, and gravity pipeline minimum scouring velocity.

#### *6.2 Planning Criteria Workshop*

Conduct a workshop with City staff to review the results of the previous work tasks and get input on



information prior to development of Plan Chapter 3 – Planning Criteria.

### *6.3 Draft Chapter 3 – Planning Criteria*

Develop the Draft Chapter 3 – Planning Criteria by compiling the results of Task 6. Submit draft to City for review and revise per comments.

### *Receivables*

- Comments on Draft Chapter 3

### *Task Deliverables*

- Draft Chapter 3 – Planning Criteria
- Agenda and notes for the Planning Criteria Workshop

### *Assumptions*

- Up to two (2) staff from Consor will attend the Planning Criteria workshop, which will be up to two (2) hours in duration and be virtual.
- Information in the 2019 Sewer Plan related to this chapter is still relevant and can be used for portions of Chapter 3. City to confirm relevancy of previous plan as requested by the Consultant.
- The City's Design Standards and Specifications will not be updated with this project.

## **Task 7 - Existing Collection and Conveyance Sewer System Summary**

### *Objective*

Provide an overview of the existing system using the sewer system information received in Task 3.

### *Work Tasks*

#### *7.1 System Overview*

Review and summarize existing system components, operation, and facility upgrades. Summarize the City's existing Utility Management Structure. Document, review, and summarize intergovernmental agreements related to the sewer conveyance system.

#### *7.2 Existing Collection and Conveyance Facilities*

Review and document the City's existing collection and conveyance system including an inventory of existing conveyance piping, hydraulic structures including outfalls, and pump stations.

### *7.3 Draft Chapter 4 – Existing Collection & Conveyance Sewer System*

Develop Draft Chapter 4 by compiling the results of Task 7. Submit draft to City for review and revise per comments.

#### *Receivables*

- Information related to criticality of existing sewer facilities.
- Comments on Draft Chapter 4– Existing Collection & Conveyance Sewer System

#### *Task Deliverables*

- Draft Chapter 4 – Existing Collection & Conveyance Sewer System

#### *Assumptions*

- The City has collection and conveyance facility inventories that can be compiled for inclusion in the plan.
- Information in the 2019 Sewer Plan related to this chapter is still relevant and can be used for portions of Chapter 4. City to confirm relevancy of previous plan as requested by the Consultant

## **Task 8 - Wastewater Treatment and Water Reclamation and Reuse**

### *Objective*

Briefly summarize the existing wastewater treatment and water reclamation and reuse for the City's sanitary sewer system. Develop strategies for increasing water reclamation and reuse within new and re-development projects.

### *Work Tasks*

#### *8.1 Existing Wastewater Treatment and Water Reclamation*

Summarize the treatment of the City's wastewater by the City of Edmonds and King County Wastewater Treatment Division.

#### *8.2 Draft Chapter 5 – Wastewater Treatment and Water Reclamation and Reuse*

Develop Draft Chapter 5 - Wastewater Treatment and Water Reclamation and Reuse by compiling the Task 8 results. Submit draft to City for review and revise per comments.

#### *Receivables*

- Comments on Draft Chapter 5 – Wastewater Treatment and Water Reclamation and Reuse

#### *Task Deliverables*

- Draft Chapter 5 - Wastewater Treatment and Water Reclamation and Reuse

## *Assumptions*

- Information included in this chapter will be summarized from existing plans developed by others.

## Task 9 - Existing and Future Population and Flow Projections

### *Objective*

Document the existing and future population based on the Vision 2044 Comprehensive Plan. Develop future flow projections based on population growth.

### *Work Tasks*

#### *9.1 Existing and Future Population*

Document the existing population from data received from the City be sewer basin. Utilize data from the City Community and Economic Development department and the Vision 2044 Comprehensive Plan to develop the future population projections.

#### *9.2 Current and Future Sewer Flow Projections*

Document existing and future population and employment numbers in the service area and for the planning horizons. Utilize flow monitoring data and water meter consumption data to characterize wastewater flows for the existing system including:

- Average Dry Weather Flow (ADWF) rate in gallons per capita per day (gpcd) using flow monitoring data
- 24-hour weekday and weekend patterns for each flow monitoring site
- Separation of domestic wastewater and infiltration/inflow (I/I) using water meter data
- Large/Industrial users
- I/I coefficients and unit rates to characterize metersheds
- Wet weather flows (also to be generated through H/H modeling)

Develop future wastewater flow projections for the same metrics using future population and growth projections. It is anticipated that the future ADWF to be based on existing per unit rate developed for the current conditions in conjunction with future population estimates.

### *Receivables*

- Current population numbers for 2025 and future population projections for the 6- and 20-year planning horizons.

### *Task Deliverables*

- None

## *Assumptions*

- The City has future population information based on the newly adopted 2044 Vision Comprehensive Plan and that the Consultant will not need to modify the information for 6-year and 20-year projections.

- The City will provide the population by sewer basin for the future population projections. The Consultant will provide a shapefile for the sewer basins where the population data is needed.

## Task 10 Condition Assessments

### *Objective*

Analyze the major components of the City's sewer collection and conveyance system, including collector and trunk lines, pump stations, and force mains. Identify deficiencies and improvements associated with system capacity, infiltration and inflow, and planned growth. The sewer system evaluation consists of two main components that build off the findings of Tasks 3, 4, and 6: condition assessment and hydraulic analysis.

### *Work Tasks*

#### *10.1 Lift Station Condition Assessments*

Develop pump station condition assessment criteria and tracking forms. Each criterion to have a numeric score associated with it based on importance to facilitate ranking pump stations based on condition needs. Submit criteria and forms to City for approval prior to assessing pump stations.

Conduct pump station condition assessment site visits with City staff. Evaluate the condition of major station components by visual inspection documenting the general condition of the structural, electrical, and mechanical systems that comprise the stations. Assign a condition rating to document the site visit using the tracking form.

#### *10.2 Condition Assessment Workshop*

Conduct a workshop with City staff to review the results of the condition assessment.

### *Receivables*

- Information on collection system asset condition to facilitate desktop review of piped systems
- Input on Pump Station Condition Assessment form

### *Task Deliverables*

- Criteria and methodology for condition assessment scoring, likelihood of failure, and consequence of failure
- Agenda and meeting notes for the workshop under this task
- 

### *Assumptions*

- The consultant is not tasked with reviewing CCTV data.
- City will provide electronic information on collection system (pipe, manholes or other hydraulic structures) asset condition. No field work or CCTV review time is included in this scope.
- Pump station condition assessment assumes three (3) Consultant team members for one (1) hour per station for four (4) lift stations.

- Pump station sites will be accessible and qualified City personnel and an electrician will be able to open electrical equipment for viewing.

## Task 11 - Model Development and Capacity Analysis

### *Objective*

Analyze the major components of the City's sewer collection and conveyance system, including collector and trunk lines, pump stations, and force mains. Identify deficiencies and improvements associated with system capacity, infiltration and inflow, and planned growth. The sewer system evaluation consists of two main components that build off the findings of Tasks 3, 4, and 6: condition assessment and hydraulic analysis .

### *Work Tasks*

#### *11.1 Hydraulic Modeling*

Develop a hydraulic model representing the City's collection and conveyance system. Model to be developed from the City's GIS hydraulic information for pipes, manholes, and pump stations. Set up model hydrology informed by the sewer basins established in Task 5. Set up dry weather flow parameters using ADWF determined in Task 9. The hydraulic resolution of the model to include major interceptors and collector pipes necessary to analyze the collection system. The City's existing InfoSewer model will be used as a reference when developing the new model.

Calibrate the model to flow monitoring data collected in Task 4. Use peak flow and total flow volume as the calibration metrics.

Develop and submit a Hydraulic/Hydrologic (H/H) modeling Technical Memorandum discussing model development and calibration to be appended to the Plan.

Develop a rainfall timeseries to use to analyze the system. Rainfall timeseries will be approved by the City prior to use and will include a design storm of a given recurrence interval (e.g., 5-, 10- or 25-year) to be used in Task 10.2 Capacity Analysis to inform level of service analysis.

#### *11.2 Capacity Analysis*

Evaluate existing system performance using the calibrated H/H model and rainfall time series from Task 10.1. Identify system deficiencies using the established planning criteria from Task 6. Update the calibrated H/H model loading for the 20-year planning horizons. Evaluate future system performance and level of service to identify system deficiencies using the planning criteria established in Task 6.

Develop level of service (LOS) maps for the existing system and 20-year planning horizon by comparing simulation results using the design rainfall timeseries with the identified deficiency criteria from Task 6.

Deficiency criteria will define allowable flow in a pipe before it is deemed capacity deficient. A GIS layer to be provided along with the maps.

### *11.3 Sewer System Evaluation Workshop*

Conduct a workshop with City staff to review the results of the system analysis.

### *11.4 Capacity Deficiency Alternatives Modeling*

Use H/H model with loading for the 20-year planning horizon and the design rainfall timeseries to identify potential capital improvement projects to alleviate identified system deficiencies. Conduct brainstorming meeting with key City staff to discuss potential alternatives. Confirm feasibility of and finalize up to twenty total alternatives based on discussion in the brainstorming meeting. Alternatives developed to account for impacts to the downstream system. Capital improvement alternatives will be further developed in Task 12.

### *11.5 Draft Chapter 6 – Model Construction and Capacity Analysis*

Develop Draft Chapter 6 by compiling the Task 10 and Task 11 results. Submit draft to City for review and revise per comments. The Chapter to include sections for condition assessment and hydraulic analysis .

### *Receivables*

- City's existing InfoSewer H/H model
- Comments on Draft Chapter 6

### *Task Deliverables*

- H/H Modeling Technical Memorandum
- Calibrated H/H Model
- LOS Maps for Existing System and corresponding GIS shapefile
- Map, and corresponding GIS shapefiles, showing condition ranking for pipes and structures
- Draft Chapter 6 – Model Construction and Capacity Analysis
- Agenda and meeting notes for the workshop under this task

### *Assumptions*

- Model platform to be PCSWMM.
- Model will be calibrated at up to seven (7) locations for up to three (3) storm events at each location, if available from the available data.
- Deficient pipes will be identified per established planning criteria from Task 6. Potential alternatives will be sized to meet the same criteria.
- Intermediate (6-year) analysis to be used for CIP phasing. Model scenarios will not be created for the 6-year planning horizon because no significant land use or population changes are anticipated over that time horizon.
- Budget estimate for capacity analysis assumes twenty deficiencies, which is approximately five (5) deficiencies per sewer basin.
- Capacity deficiency criteria will be the allowable ratio of water depth to pipe diameter ( $d/D$ ) or allowable surcharge (e.g., one foot of surcharge above a pipe crown). Level of service is determined from the deficiency criteria in conjunction with the design storm reoccurrence interval (e.g., if a

pipe violates the capacity deficiency criteria for a 5-year design storm, then that pipe has a less than 5-year level of service).

- Budget estimate assumes up to 20 capital improvement projects (one for each assumed deficiency).

## Task 12 - Capital Improvement Plan

### *Objective*

Develop the Capital Improvement Plan (CIP) for the 20-year planning horizon with a year-by-year CIP for the first six (6) years of the planning horizon. The basis for the CIP is the selection of projects to address deficiencies.

### *Work Tasks*

#### *12.1 Develop Project Costs*

*For each of the twenty (20) project alternatives identified develop an opinion of probable construction costs (OPCC).*

#### *12.2 Prioritization Workshop*

Conduct a workshop with City staff to select prioritization criteria including the timing of deficiency, extent and type of deficiency, customers impacted, environmental impacts, capital and operations and maintenance (O&M) costs, and other concurrent City CIP plans.

#### *12.3 Recommended CIP*

Generate a list of proposed projects based on the prioritization of system deficiencies. Develop AACE International Class 5 opinions of probable project costs for each project with an accuracy range of +100% to -50%. Each project to be described in terms of the reason for the improvement, the location, size and extent, and the total project cost including engineering, administration, and construction. Generate maps showing the capital improvement projects for the 6-year and 20-year planning horizons.

#### *12.4 CIP Phasing (6-year= near-term; 20-year= long-term)*

Develop a phased CIP project list for the 20-year planning horizon with year-by-year CIP for the first six (6) years of the planning horizon. Apply the criteria selected during the prioritization workshop for CIP phasing.

Overlap proposed sewer CIP with the City available CIPs to determine project overlap areas to evaluate combining projects to minimize costs and impacts to the public.

#### *12.5 CIP Project Mapping*

Develop GIS maps of CIP projects on a comprehensive base map using Arc GIS Pro Online. Utilize the map to facilitate discussion in the prioritization workshop.



## 12.6 Develop Draft Chapter 7 – Capital Improvement Program

Develop Draft Chapter 7 – Capital Improvement Program by compiling Task 11 results. Submit draft to City for review and revise per comments.

### Receivables

- Comments on Draft Chapter 7
- Input on prioritization criteria.

### Task Deliverables

- Agenda and notes for the two workshops under this task
- Draft Chapter 7 – Capital Improvement Plan

### Assumptions

- For budgeting purposes, twenty capital improvement projects are assumed to be developed
- Cost opinions will be based on current market factors, and recent City specific construction bids, and industry standards.
- Operation and maintenance costs will be qualitative and relative based on high, medium, and low investment and cost.
- Up to three (3) Consor staff will attend the Prioritization Workshop, which will be two (2) hours in duration. This workshop is assumed to be virtual.
- Overlapping underground utility CIPs will be limited to those currently available and be used in CIP prioritization.

## Task 13 - Operations and Maintenance

### Objective

Document current O&M program and provide comparison to similarly sized utilities.

### Work Tasks

#### 13.1 Workshop with O&M Staff

Conduct a workshop with O&M staff to gain understanding of the City's current practices and programs, to define content and format of the O&M chapter, and to discuss O&M activities for sewer system.

#### 13.2 Current O&M Program

Review and summarize current O&M program practices as determined from existing O&M materials and through workshop with O&M staff. Provide recommendations for CCTV review, guidance as to what constitutes a deficiency, and CCTV documentation.

#### 13.3 Staffing Summary

Summarize benchmarks comparing City staffing with similarly sized sewer utilities.

### 13.4 Draft Chapter 8 – Operations and Maintenance

Develop the Draft Chapter 8 – Operations and Maintenance by compiling the Task 9 results. Submit draft to City for review and revise per comments.

#### *Receivables*

- Current O&M staffing
- Current O&M safety practices and programs
- Documentation of items to be included in Chapter 8
- Comments on Draft Chapter 8

#### *Task Deliverables*

- Draft Chapter 8 – Operations and Maintenance
- Documentation of benchmarking O&M staffing compared to other utilities.
- Agenda and meeting notes for O&M workshop

#### *Assumptions*

- Up to three (3) Consor staff will attend each identified workshop in this task which will be up to two (2) hours in duration each. Workshops to be held virtually.
- Information in the 2019 Sewer Plan related to this chapter is still relevant and can be used for portions of this Chapter. City to confirm relevancy of previous plan as requested by the Consultant
- It is assumed that the staffing summary will show a need for one (1) additional resource.

## Task 14 - Financial Analysis

### *Objective*

Coordinate with FCS as they perform the financial gap analysis to determine if a shortfall in funding exists. Attend meetings with the City and FCS to review the draft gap analysis and respond to questions. FCS will perform the financial analysis and lead development of Chapter 9, with minimal support for Consor. FCS is not under contract to Consor.

### *Work Tasks*

#### 14.1 Coordination with FCS

Provide FCS with the CIP developed in Task 12 so that FCS can develop the financial strategy and gap analysis under separate contract with the City. FCS to develop Draft Chapter 9 – Financial and submit to Consor for incorporation into the Plan.

Attend up to two (4) meetings led by FCS related to the financial analysis and documentation.

#### *Receivables*

- Final Chapter 9 from the City's Consultant, FCS.

## Task Deliverables

- None

## Assumptions

- FCS will lead and facilitate all meetings.
- Consor will have two people attend and participate in up to four (4) 1-hour meetings or presentations on the financial analysis. It is assumed no preparation will be required for the meetings other than the scoped items listed in the previous task.
- FCS will develop Chapter 9 – Financial Strategy and Consor will incorporate the completed chapter into the overall Sewer Comprehensive Plan

## Task 15 - Plan Development and Approval Process

### Objective

Develop the 2026 Sanitary Sewer Comprehensive Plan by compiling the chapters developed in previous tasks, appendices and developing the Executive Summary. Develop the Plan to meet the WAC 173-240-050 requirements for a General Sewer Plan and King County Utilities Technical Review Committee (UTRC) requirements. Usher the Plan through the City review, adoption, and regulatory review process.

### Work Tasks

#### 15.1 Draft Plan for City Review and SEPA Use

Compile the work products and findings from the previous tasks and consolidate them into a single draft Plan. The draft Plan is anticipated to include the following:

1. Executive Summary
2. Introduction
3. Land Use & Service Area
4. Planning Criteria and Regulatory Requirements
5. Existing Collection and Conveyance Sewer System
6. Wastewater Treatment and Water Reclamation and Reuse
7. Model Construction and Capacity Analysis
8. Comprehensive Plan and Capital Improvements
9. Financial
10. Appendices

#### 15.2 Draft Plan Revisions and Council Adoption

Submit draft Plan to the City in Word and PDF format for review. Meet with City to review comments. Revise plan based on City review comments. Submit updated plan for City Council adoption.

Assist City staff in preparing exhibits for City Council presentation. Attend and support City staff for City Council presentation for plan adoption.

### 15.3 Ecology and Adjacent Agency Review and Revisions

Submit PDF format draft Plan to Ecology, and adjacent agencies for review. Provide draft written responses to Ecology's review comments and submit to City for review and input. With City input, finalize written responses and develop a final Plan that incorporates comments. Submit comment responses and updated Plan to Ecology for approval.

### 15.4 Council Presentation and Approval

Submit the Ecology approved Plan to the City in PDF format for City Council approval. City staff will lead Council presentation for Plan approval.

### 15.5 Final Plan

Prepare final Plan in PDF format.

## Receivables

- SEPA Documentation and Checklist
- Written review comments on the draft Plan prior to submission to Ecology.
- Review comments on draft responses to Ecology's review comments.

## Task Deliverables

- One (1) electronic copy of the draft Plan will be created for the City prior to submission to Ecology.
- One (1) electronic copy of revised draft Plan will be provided to adjacent agencies for review.
- One (1) electronic Plan copy will be submitted to Ecology and adjacent agencies for review. One (1) electronic copy of the revised draft Plan will be submitted to the City.
- Draft and final written responses to Ecology's review comments.
- One (1) electronic copy of the final Plan will be submitted to City Council for review and adoption.
- One (1) electronic file in pdf format will be submitted to Ecology for their final approval.
- One (1) electronic copy (including Ecology's approval) of the final Plan will be delivered to the City. Other electronic data sets such as GIS files and H/H models will be delivered to the City as well.

## Assumptions

- Previous memoranda, draft chapters, and meeting notes sent to the City have been reviewed and are accepted by City staff and will be incorporated into the Plan.
- No additional significant comments will be provided by the City.
- City will develop SEPA checklist without consultant support.
- City will have provided comments on each chapter of the plan prior to the consultant developing the overall draft of the Plan.
- City will provide review comments on all drafts of the Plan.
- Only final electronic data sets will be submitted to the City. Interim files used during analysis, such as draft spreadsheets or preliminary model files will not be included.
- Appendices *may* include (subject to change based on plan details): SEPA Checklist, Hydraulic/Hydrologic Modeling Memo, Design Rainfall Development Memo, Interagency Agreements and Plan Comments, CIP Support Documentation.
- King County UTRC formal review process will not be required.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

See the attached Fee Proposal included as Exhibit B.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

|                                    |                  |
|------------------------------------|------------------|
| Computer Aided Design and Drafting | \$18.00/hour     |
| GIS and Hydraulic Modeling         | \$10.00/hour     |
| Mileage                            | Current IRS Rate |
| Postage and Delivery Services      | At Cost          |
| Printing and Reproduction          | At Cost          |
| Travel, Lodging and Subsistence    | At Cost          |

Project Schedule

The project schedule below identifies the milestone deliverables required to have the Update to the Comprehensive Sewer Plan approved by May of 2026. The Infiltration & Inflow work can lag this schedule or be included in parallel.

| Task                                                                      | Anticipated Completion |
|---------------------------------------------------------------------------|------------------------|
| Task 1 – Project Management                                               | June 2026              |
| Task 2 – Coordination with Ecology                                        | April 2026             |
| Task 3 – Data Collection and Review                                       | March 2025             |
| Task 4 – Flow Monitoring                                                  | June 2025              |
| Task 5 – Land Use & Service Area                                          | April 2025             |
| Task 6 – Design Criteria and Regulatory Requirements                      | May 2025               |
| Task 7 – Existing Collection and Conveyance Sewer System Summary          | July 2025              |
| Task 8 – Wastewater Treatment and Water Reclamation and Reuse             | April 2025             |
| Task 9 – Existing and Future Population and Flow Projections              | July 2025              |
| Task 10 – Model Construction and Sewer System Analysis                    | Sept 2025              |
| Task 11 – Comprehensive Plan and Capital Improvement Plan                 | Dec 2025               |
| Task 12 – Operations and Maintenance                                      | Oct 2025               |
| Task 13 – Financial Analysis                                              | Feb 2026               |
| Task 14 – Plan Development and Approval Process                           | May 2026               |
| Task 15 – Inflow and Infiltration Investigation and Alternatives Analysis | Sept 2025              |
| Task 16 – Supplemental Services                                           | TBD                    |
| Task 17 – Contingency                                                     | TBD                    |

## ***Exhibit B***

### ***DBE Participation Plan***

---

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There are no mandatory DBE participation requirements.

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

---

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

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
  
- II. Any Other Electronic Files to Be Provided
  
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format



***Exhibit D***  
***Prime Consultant Cost Computations***

---

See attached Exhibit D - Fee Estimate

COMPREHENSIVE SEWER PLAN UPDATE  
CITY OF MOUNTLAKE TERRACE  
PROPOSED FEE ESTIMATE

|                                                                                   | LABOR CLASSIFICATION (HOURS)                  |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | Hours     | Labor     | ADS<br>Flow Monitoring | Subconsultants | Subconsultant Multiplier<br>% Markup | Subconsultant Total with<br>Markup | Expenses | CADD Units<br>\$18/hr | GIS Units \$10/hr | Total |
|-----------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------|------------------------------------------|--------------------------------------------|---------------------------------------------|-------------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------------|------------------------------------------------|----------------------------------------|-----|-----------|-----------|------------------------|----------------|--------------------------------------|------------------------------------|----------|-----------------------|-------------------|-------|
|                                                                                   | Principal Engineer<br>VI<br>Schuyler<br>\$873 | Principal Engineer III<br>Harris<br>\$313 | Principal Engineer II<br>Henson<br>\$295 | Professional Engineer V<br>Koskas<br>\$221 | Engineering Designer III<br>Murphy<br>\$201 | Engineering Designer II<br>Owens<br>\$189 | Project Manager II<br>Thai<br>\$237 | Technician III<br>TBD - CAD<br>\$183 | Project Coordinator III<br>Cutlip<br>\$176 | Project Coordinator II<br>Tech Editor<br>\$159 | Administrative III<br>Dehaven<br>\$146 |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Average Billing Rate Estimated per Classification/Staff Name                      | \$873                                         | \$313                                     | \$295                                    | \$221                                      | \$201                                       | \$189                                     | \$237                               | \$183                                | \$176                                      | \$159                                          | \$146                                  |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 1 - Project Management                                                       |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 1.1 - Project Kickoff Meeting                                                | 2                                             | 17                                        |                                          |                                            |                                             |                                           |                                     |                                      | 9                                          |                                                |                                        | 17  | 45        | \$ 10,131 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 10,131         |       |
| Task 1.2 - Project Kickoff Meeting                                                | 3                                             | 7                                         | 3                                        |                                            | 3                                           |                                           | 2                                   |                                      |                                            |                                                |                                        |     | 18        | \$ 5,272  |                        |                | \$ -                                 | \$ 92                              | \$ -     | \$ -                  | \$ 5,364          |       |
| Task 1.3 - Coordination with City Staff                                           | 6                                             | 15                                        | 6                                        |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 27        | \$ 8,703  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 8,703          |       |
| Task 1.4 - Coordination of Submittals                                             |                                               | 9                                         |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 9         | \$ 2,817  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,817          |       |
| Task 1.5 - Change & Decision Log                                                  |                                               | 4                                         | 8                                        |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 9         | \$ 2,817  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,817          |       |
| Task 1.6 - Quality Assurance/Quality Control (QA/QC)                              | 40                                            | 4                                         |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 53        | \$ 18,331 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 18,331         |       |
| Task 1 Subtotal                                                                   | 51                                            | 61                                        | 17                                       | 0                                          | 3                                           | 0                                         | 2                                   | 0                                    | 9                                          | 0                                              | 17                                     | 160 | \$ 48,274 | \$ -      |                        | \$ -           | \$ 92                                | \$ -                               | \$ -     | \$ -                  | \$ 48,366         |       |
| Task 2 - Coordination with Ecology                                                |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 2.1 - Ecology Kickoff Meeting                                                |                                               | 1                                         | 1                                        | 1                                          | 1                                           |                                           | 2                                   |                                      |                                            |                                                |                                        |     | 5         | \$ 1,207  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 1,207          |       |
| Task 2.2 - Coordination with Ecology                                              |                                               | 3                                         | 3                                        | 8                                          | 9                                           | 4                                         |                                     | 0                                    | 0                                          | 0                                              |                                        |     | 18        | \$ 4,348  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,348          |       |
| Task 2 Subtotal                                                                   | 0                                             | 4                                         | 4                                        | 9                                          | 0                                           | 0                                         | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 23  | \$ 5,555  | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 5,555          |       |
| Task 3 - Data Collection and Review                                               |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 3.1 - Develop and Submit Data Collection/Request Log                         |                                               | 1                                         | 2                                        | 2                                          |                                             | 2                                         |                                     |                                      |                                            |                                                |                                        |     | 7         | \$ 1,723  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 1,723          |       |
| Task 3.2 - Review Data Provided by City                                           |                                               | 1                                         | 3                                        | 14                                         |                                             | 12                                        |                                     |                                      |                                            |                                                |                                        |     | 30        | \$ 6,560  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 6,560          |       |
| Task 3 Subtotal                                                                   | 0                                             | 2                                         | 5                                        | 16                                         | 0                                           | 14                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 37  | \$ 8,283  | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 8,283          |       |
| Task 4 - Flow Monitoring                                                          |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 4.1 - Flow Monitoring Plan                                                   |                                               | 1                                         | 2                                        | 4                                          |                                             | 4                                         |                                     |                                      |                                            |                                                |                                        |     | 11        | \$ 2,543  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,543          |       |
| Task 4.2 - Flow Monitoring Data                                                   |                                               | 2                                         | 4                                        | 12                                         |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 18        | \$ 4,658  | \$ 74,474              |                | \$ 81,921                            | \$ -                               | \$ -     | \$ -                  | \$ 86,579         |       |
| Task 4 Subtotal                                                                   | 0                                             | 3                                         | 6                                        | 16                                         | 0                                           | 4                                         | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 29  | \$ 7,001  | \$ 74,474 |                        | \$ 81,921      | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 88,922         |       |
| Task 5 - Land Use & Service Area                                                  |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 5.1 - Service Area and Vicinity                                              | 1                                             | 1                                         | 1                                        | 6                                          |                                             | 2                                         |                                     |                                      |                                            |                                                |                                        |     | 11        | \$ 2,685  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,685          |       |
| Task 5.2 - Sewer Boxes                                                            |                                               | 1                                         | 1                                        | 16                                         |                                             | 18                                        |                                     |                                      |                                            |                                                |                                        |     | 18        | \$ 4,144  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,144          |       |
| Task 5.3 - Draft Chapter 1 - Introduction                                         | 1                                             | 2                                         | 1                                        | 4                                          |                                             | 20                                        |                                     |                                      | 1                                          |                                                |                                        |     | 29        | \$ 6,117  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 6,117          |       |
| Task 5.4 - Draft Chapter 2 - Land Use & Service Area                              |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 1         | \$ 282    |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 282            |       |
| Task 5 Subtotal                                                                   | 3                                             | 5                                         | 6                                        | 28                                         | 0                                           | 52                                        | 0                                   | 0                                    | 0                                          | 2                                              | 0                                      | 96  | \$ 20,788 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 20,788         |       |
| Task 6 - Planning Criteria and Regulatory Requirements                            |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 6.1 - Regulatory Requirements                                                |                                               | 1                                         | 3                                        | 6                                          |                                             | 6                                         |                                     |                                      |                                            |                                                |                                        |     | 16        | \$ 3,858  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 3,858          |       |
| Task 6.2 - Design Criteria Workshop                                               |                                               | 1                                         | 3                                        | 10                                         |                                             | 10                                        |                                     |                                      |                                            |                                                |                                        |     | 16        | \$ 3,786  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 3,786          |       |
| Task 6.3 - Draft Chapter 3 - Design Criteria                                      |                                               | 1                                         | 8                                        | 2                                          |                                             | 2                                         |                                     |                                      |                                            |                                                |                                        |     | 13        | \$ 2,829  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,829          |       |
| Task 6 Subtotal                                                                   | 1                                             | 5                                         | 14                                       | 24                                         | 0                                           | 40                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 84  | \$ 18,932 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 18,932         |       |
| Task 7 - Existing Collection and Conveyance Sewer System Summary                  |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 7.1 - System Overview                                                        |                                               | 1                                         | 2                                        | 6                                          |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 9         | \$ 2,229  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,229          |       |
| Task 7.2 - Existing Collection and Conveyance Facilities                          |                                               | 1                                         | 4                                        | 8                                          |                                             | 10                                        |                                     |                                      |                                            |                                                |                                        |     | 22        | \$ 4,838  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,838          |       |
| Task 7.3 - Draft Chapter 4 - Existing Collection & Conveyance Sewer System        | 1                                             | 2                                         | 6                                        | 16                                         | 0                                           | 26                                        | 0                                   | 8                                    | 0                                          | 2                                              | 0                                      | 61  | \$ 13,001 | \$ -      |                        | \$ -           | \$ -                                 | \$ 144                             | \$ -     | \$ -                  | \$ 13,145         |       |
| Task 8 - Wastewater Treatment and Water Reclamation and Reuse                     |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 8.1 - Existing Wastewater Treatment and Water Reclamation                    |                                               | 1                                         | 2                                        |                                            |                                             | 8                                         |                                     |                                      |                                            |                                                |                                        |     | 11        | \$ 2,415  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,415          |       |
| Task 8.2 - Reuse                                                                  |                                               |                                           |                                          |                                            |                                             | 12                                        |                                     |                                      |                                            |                                                |                                        |     | 13        | \$ 2,581  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 2,581          |       |
| Task 8 Subtotal                                                                   | 0                                             | 2                                         | 2                                        | 0                                          | 0                                           | 20                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 24  | \$ 4,996  | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,996          |       |
| Task 9 - Existing and Future Population and Flow Projections                      |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 9.1 - Existing Population and Trends                                         |                                               | 1                                         | 1                                        | 16                                         |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     | 17        | \$ 3,831  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 3,831          |       |
| Task 9.2 - Current and Future Sewer Flow Projections                              |                                               | 2                                         | 4                                        | 32                                         |                                             | 24                                        |                                     |                                      |                                            |                                                |                                        |     | 63        | \$ 13,787 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 13,787         |       |
| Task 9 Subtotal                                                                   | 1                                             | 2                                         | 5                                        | 48                                         | 0                                           | 24                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 80  | \$ 17,618 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 17,618         |       |
| Task 10 - Condition Assessment                                                    |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 10.1 - Lift Station Condition Assessments                                    |                                               | 2                                         | 1                                        | 12                                         |                                             | 26                                        |                                     |                                      |                                            |                                                |                                        |     | 41        | \$ 8,487  |                        |                | \$ -                                 | \$ 92                              | \$ -     | \$ -                  | \$ 8,579          |       |
| Task 10.2 - Condition Assessment Workshop                                         |                                               | 1                                         | 4                                        | 16                                         |                                             | 16                                        |                                     |                                      |                                            |                                                |                                        |     | 32        | \$ 7,284  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 7,284          |       |
| Task 10 Subtotal                                                                  | 1                                             | 5                                         | 5                                        | 20                                         | 0                                           | 42                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 73  | \$ 15,771 | \$ -      |                        | \$ -           | \$ 92                                | \$ -                               | \$ -     | \$ -                  | \$ 15,863         |       |
| Task 11 - Model Development and Capacity Analysis                                 |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 11.1 - Hydraulic Modeling                                                    | 2                                             | 4                                         | 8                                        | 60                                         |                                             | 80                                        |                                     |                                      |                                            |                                                |                                        |     | 154       | \$ 32,738 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 32,738         |       |
| Task 11.2 - Capacity Analysis                                                     | 1                                             | 6                                         | 10                                       | 32                                         |                                             | 32                                        |                                     |                                      |                                            |                                                |                                        |     | 81        | \$ 18,321 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 18,321         |       |
| Task 11.3 - Sewer System Evaluation Workshop                                      | 1                                             | 4                                         | 6                                        | 8                                          |                                             | 8                                         |                                     |                                      |                                            |                                                |                                        |     | 27        | \$ 5,075  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 5,075          |       |
| Task 11.4 - Capacity Deficiency Alternatives Meeting                              |                                               | 2                                         | 4                                        | 8                                          |                                             | 8                                         |                                     |                                      |                                            |                                                |                                        |     | 22        | \$ 5,086  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 5,086          |       |
| Task 11.5 - Draft Chapter 6 - Model Construction and Capacity Analysis            | 2                                             | 4                                         | 8                                        | 8                                          |                                             | 32                                        |                                     | 16                                   |                                            | 3                                              |                                        |     | 73        | \$ 15,739 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ 180                | \$ 15,739         |       |
| Task 11 Subtotal                                                                  | 6                                             | 20                                        | 36                                       | 116                                        | 0                                           | 160                                       | 0                                   | 16                                   | 0                                          | 3                                              | 0                                      | 357 | \$ 76,999 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ 180   | \$ -                  | \$ 76,559         |       |
| Task 12 - Capital Improvement Plan                                                |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 12.1 - Develop Project List                                                  | 2                                             | 10                                        |                                          |                                            | 30                                          |                                           |                                     |                                      |                                            |                                                |                                        |     | 42        | \$ 9,906  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 9,906          |       |
| Task 12.2 - Prioritization Workshop                                               |                                               | 2                                         | 2                                        | 4                                          |                                             | 8                                         |                                     |                                      |                                            |                                                |                                        |     | 16        | \$ 3,612  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 3,612          |       |
| Task 12.3 - Recommended CIP                                                       |                                               | 4                                         | 8                                        | 24                                         |                                             | 24                                        |                                     |                                      |                                            |                                                |                                        |     | 50        | \$ 13,452 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 13,452         |       |
| Task 12.4 - CIP Phasing (5-year and 20-year)                                      | 1                                             | 2                                         | 4                                        | 8                                          |                                             | 12                                        |                                     |                                      |                                            |                                                |                                        |     | 21        | \$ 3,985  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 3,985          |       |
| Task 12.5 - CIP Project Mapping                                                   |                                               | 1                                         | 2                                        | 6                                          |                                             | 8                                         |                                     | 24                                   |                                            |                                                |                                        |     | 41        | \$ 8,133  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ 240                | \$ 8,373          |       |
| Task 12.6 - Develop Draft Chapter 7 - Comprehensive Plan and Capital Improvements | 1                                             | 2                                         | 4                                        | 8                                          |                                             | 32                                        |                                     |                                      |                                            |                                                |                                        |     | 47        | \$ 9,995  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 9,995          |       |
| Task 12 Subtotal                                                                  | 4                                             | 21                                        | 20                                       | 50                                         | 30                                          | 104                                       | 0                                   | 24                                   | 0                                          | 0                                              | 0                                      | 253 | \$ 55,093 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ 240   | \$ -                  | \$ 55,333         |       |
| Task 13 - Operations and Maintenance                                              |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 13.1 - Workshop with O&M Staff                                               |                                               | 2                                         | 2                                        | 6                                          |                                             | 8                                         |                                     |                                      |                                            |                                                |                                        |     | 18        | \$ 4,054  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,054          |       |
| Task 13.2 - Current O&M Program                                                   |                                               | 1                                         | 1                                        | 6                                          |                                             | 16                                        |                                     |                                      |                                            |                                                |                                        |     | 24        | \$ 4,958  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,958          |       |
| Task 13.3 - Staffing Summary                                                      |                                               | 1                                         | 4                                        | 6                                          |                                             | 16                                        |                                     |                                      |                                            |                                                |                                        |     | 27        | \$ 5,843  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 5,843          |       |
| Task 13.4 - Draft Chapter 8 - Operations and Maintenance                          |                                               | 1                                         | 1                                        | 2                                          |                                             | 4                                         |                                     |                                      |                                            |                                                |                                        |     | 20        | \$ 4,428  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,428          |       |
| Task 13 Subtotal                                                                  | 1                                             | 5                                         | 9                                        | 22                                         | 0                                           | 52                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 89  | \$ 19,283 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 19,283         |       |
| Task 14 - Financial Analysis                                                      |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 14.1 - Consultation with FCS                                                 | 2                                             | 8                                         | 8                                        | 8                                          |                                             | 16                                        |                                     |                                      |                                            |                                                |                                        |     | 42        | \$ 10,402 |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 10,402         |       |
| Task 14 Subtotal                                                                  | 2                                             | 8                                         | 8                                        | 8                                          | 0                                           | 16                                        | 0                                   | 0                                    | 0                                          | 0                                              | 0                                      | 42  | \$ 10,402 | \$ -      |                        | \$ -           | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 10,402         |       |
| Task 15 - Plan Development and Approval Process                                   |                                               |                                           |                                          |                                            |                                             |                                           |                                     |                                      |                                            |                                                |                                        |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |
| Task 15.1 - Draft Plan for City Review and SEPA Use                               | 2                                             | 2                                         | 4                                        | 8                                          |                                             | 16                                        |                                     |                                      | 8                                          |                                                |                                        |     | 40        | \$ 8,616  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 8,616          |       |
| Task 15.2 - Draft Plan Revisions and Council Adoption                             |                                               | 1                                         | 6                                        | 2                                          | 12                                          |                                           | 1                                   |                                      | 4                                          |                                                |                                        |     | 45        | \$ 9,309  |                        |                | \$ 66                                | \$ -                               | \$ -     | \$ -                  | \$ 9,375          |       |
| Task 15.3 - Ecology Review and Revisions                                          | 2                                             | 2                                         | 6                                        | 16                                         |                                             | 16                                        |                                     |                                      | 4                                          |                                                |                                        |     | 42        | \$ 9,700  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 9,700          |       |
| Task 15.4 - Council Presentation and Approval                                     | 1                                             | 12                                        | 2                                        | 8                                          |                                             | 16                                        |                                     |                                      | 39                                         |                                                |                                        |     | 69        | \$ 9,511  |                        |                | \$ -                                 | \$ 92                              | \$ -     | \$ -                  | \$ 9,603          |       |
| Task 15.5 - Final Electronic and Hard Copies                                      |                                               | 1                                         |                                          |                                            |                                             | 24                                        |                                     |                                      | 23                                         |                                                |                                        |     | 48        | \$ 4,869  |                        |                | \$ -                                 | \$ -                               | \$ -     | \$ -                  | \$ 4,869          |       |
| Task 15 Subtotal                                                                  | 6                                             | 23                                        | 14                                       | 44                                         | 0                                           | 92                                        | 0                                   | 0                                    | 0                                          | 12                                             | 0                                      | 191 | \$ 42,587 | \$ -      |                        | \$ -           | \$ 158                               | \$ -                               | \$ -     | \$ -                  | \$ 42,745         |       |
| TOTAL - ALL TASKS                                                                 | 77                                            | 168                                       | 157                                      | 417                                        | 33                                          | 652                                       | 2                                   | 48                                   | 9                                          | 19                                             | 17                                     |     |           |           |                        |                |                                      |                                    |          |                       |                   |       |

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

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

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

## ***Exhibit F - Title VI Assurances Appendix A & E***

### APPENDIX E

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

#### **Pertinent Non-Discrimination Authorities:**

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

## **Exhibit G**

### **Certification Document**

---

~~Exhibit G-1(a) Certification of Consultant~~

~~Exhibit G-1(b) Certification of \_\_\_\_\_~~

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

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

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date



**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

☐

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

---

Conсор North America

*Debbie Harris*

2/18/2025

---

Debbie Harris, Principal

---

Date

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

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

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

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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

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

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

## ***Exhibit H***

### ***Liability Insurance Increase***

---

#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

## **Step 5 Forward Documents to Local Programs**

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

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



## ***Exhibit J***

# **Consultant Claim Procedures**

---

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

**Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



## STAFF REPORT

**To:** Mountlake Terrace City Council

**From:** Man Truong, Gary Schimek, Public Works Director

**Meeting Date:** January 22, 2026

**Subject:** Review Agreement Supplement 1 with RH2 for the Water Comprehensive Plan

### Required Reviews:

|                |                                |
|----------------|--------------------------------|
| Jennifer Joki  | Created/Initiated - 01/15/2026 |
| Gary Schimek   | Approved - 01/15/2026          |
| Sirke Salminen | Approved - 01/15/2026          |
| Hillary Evans  | Approved - 01/16/2026          |
| Carolyn Hope   | Final Approval - 01/19/2026    |

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service  
Environmental Sustainability and Resiliency

### Legislative History:

In December 2024, the City entered into a contract agreement with RH2 Engineering Inc. for the Water Comprehensive Plan Update with the original contract amount of \$349,723.

### Subject Summary:

This supplemental agreement is to amend contract with RH2 Engineering Inc. for the Water Comprehensive Plan Update to add FCS Bowman Company as a sub-consultant to conduct financial and capital improvement projects analysis. The amendment is being brought to City Council to authorize the city manager to approve it, because the total amount of the contract is higher than the City Manager's signing authority.

FCS Bowman Company (FCS) is added as a sub-consultant to RH2 Engineering Inc. to conduct financial analysis to determine if a shortfall in funding exists and establish water rates, along with identifying and prioritizing capital improvement (CIP) projects that align with available funding sources. The collaboration between the City staff, RH2 and FCS will provide consistency in terms of the City's infrastructure renewal goals, financial analysis from FCS and CIP development from RH2. The supplemental amount is \$49,680 with a \$10,000 management reserve, which brings this total supplemental amount to \$59,680 and the new maximum amount payable to \$409,403.

As background, every six years, the city’s Water Comprehensive Plan needs to be updated. Its purpose is to project changes to future operations and to plan for capital improvements to meet the future needs of the system, such as the need for new and upgraded water infrastructure, to ensure an adequate water supply that meet and exceed the state water quality standards, to provide reliable water delivery, and to plan for changes to the system to accommodate projected population and economic growth within the city. This document will guide near and long-term investments in the water system. The plan must meet the requirements of WAC 246-290-235 to be approved by the Washington State Department of Health.

**Financial/Budget Impacts:**

Budget Amendment                      No  
Required?                                      \_\_\_\_\_

|                                       |                                            |
|---------------------------------------|--------------------------------------------|
| Budget and Sources:                   | Water Fund: Professional Services          |
| Expenditure:                          | \$409,403                                  |
| New Appropriation Required + Sources: | \$59,680 Water Fund: Professional Services |

**Additional Financial Information:**

**Detailed Budget Summary**

|                        |           |
|------------------------|-----------|
| 2025/6 Approved Budget | \$425,000 |
| Contracted to Date     | \$349,723 |
| Amendment Requested    | \$59,680  |
| New Contract Total     | \$409,403 |
| Budget Balance         | \$15,597  |

1. The total 2025/6 Water Professional Services budget was \$2,050,622.
2. Of that total water professional services budget, \$425,000 (or 21%) was allocated to the water comp plan, including a financial rate study.
3. The Water Comp Plan contract was executed on 12/23/2024 for \$349,723 but did not include the rate study element of the comprehensive plan.
4. We are now requesting a budget amendment for \$59,680 for the rate study and a \$10,000 management reserve for unforeseen work items.
5. The remaining budget for the project is \$15,597. If these funds are not needed to complete the comp plan, they will be used to support other professional services work for the utility.

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

N/A

**Staff Recommendation:**

Option 1: Approve contract. Staff recommends the City Council authorize the City Manager to sign the RH2 General Water Plan Update Supplemental 1. This can be accomplished by adding it to the Consent Agenda on February 5, 2026.

Option 2: Do not approve the contract. This submittal of the Water Comprehensive to the WA State Department of Health (DOH) would not include a Financial Chapter. The City would need to negotiate with the DOH to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust water rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the water utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

Option 3: Use city staff to complete the financial analysis. However, the city does not have the resources and expertise to independently complete a Comprehensive Water Plan financial analysis, including a rate study. It would take time to gain this expertise and find time to complete the work, which would likely delay the project. The City would need to negotiate with the DOH to extend the deadline for final completion of the plan until the financial chapter is complete. In addition, the City would not have a financially robust water rate path for the upcoming 2027/32 budget cycle and may cause reprioritization of the capital improvement plan for the water utility. The Public Works Department did allocate ample funding for this work by consultants in the 2025/6 budget.

**Council Motion:**

Council recommends adding this item to the Consent Agenda on February 5, 2026.

**Attachments:**

1. RH2 Water Comprehensive Plan Agreement Supplement 1 (Draft)
2. RH2 Water Comprehensive Plan Agreement 2025



|                                                                                                        |                                                                                                                                                                                           |                                      |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Supplement Number</b><br><br><b>1</b><br><br><b>Water Comprehensive Plan Update</b>                 | <b>Organization Name and Address:</b><br><br>RH2 Engineering, Inc.<br>27222 29 <sup>th</sup> Drive SE, Ste. 210<br>Bothell, WA 98021                                                      |                                      |
| <b>Original Agreement Number</b><br>N/A<br><br><b>Project Title</b><br>Water Comprehensive Plan Update | <b>Execution Date</b><br>02/01/2025                                                                                                                                                       | <b>Completion Date</b><br>12/31/2026 |
|                                                                                                        | Original Amount Authorized      \$349,723.00<br>Management Reserve      \$10,000.00<br>Amount This Supplement      \$49,680.00<br><br><b>New Maximum Amount Payable      \$409,403.00</b> |                                      |

The City of Mountlake Terrace desires to supplement the agreement entered into with **RH2 Engineering, Inc.** and executed on 02/01/2025

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

**Section II, General Scope of Work** shall be amended to include **Exhibit A, Scope of Services Amendment 1**, attached hereto.

**II**

**Section V, Payment Provisions:** The maximum amount payable found on the first page of the Agreement listed as **\$349,723.00** shall be amended to **\$409,403.00**.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: RH2 Engineering, Inc.

By: City of Mountlake Terrace

\_\_\_\_\_  
Michele Campbell, Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Niten, City Manager

\_\_\_\_\_  
Date

EXHIBIT A  
Scope of Work  
Amendment No. 1  
City of Mountlake Terrace  
Water System Plan Update  
October 2025

---

## Background

The City of Mountlake Terrace (City) contracted with RH2 Engineering, Inc., (RH2) to perform an overall update of the Water System Plan (WSP) and seek a new 10-year WSP approval from the Washington State Department of Health.

This Scope of Work includes additional effort required to subcontract with FCS Group, Inc., (FCS) to prepare the financial analysis in support of the WSP.

## Task 23 – Financial Analysis – Subconsultant Effort

Objective: Coordinate with FCS as a subconsultant to RH2 to develop the financial analysis for the City's water utility.

### Approach:

23.1 Prepare the financial analysis chapter of the WSP update, including data collection, capital facilities charge review and updates, and development of a financial plan and the financial analysis chapter as outlined in the attached Exhibit C.

### Assumptions:

- *RH2 will use and rely upon the data, information, and materials prepared or provided by the City or others in relation to these efforts.*
- *RH2 efforts and deliverables for coordinating with FCS are captured in Task 11 of the original scope of work.*

## Project Schedule

RH2 and FCS are prepared to commence with the work outlined herein upon written authorization to proceed from the City.



**EXHIBIT B**

Fee Estimate

Amendment No. 1

City of Mountlake Terrace

Water System Plan Update

Oct-25

| Description                             |                                           | Total Hours | Total RH2 Labor | Total Subconsultant | Total Expense | Total Cost |
|-----------------------------------------|-------------------------------------------|-------------|-----------------|---------------------|---------------|------------|
| Task 23                                 | Financial Analysis - Subconsultant Effort | -           | \$ -            | \$ 49,680           | \$ -          | \$ 49,680  |
| Subtotal Water System Plan Update Tasks |                                           | -           | \$ -            | \$ 49,680           | \$ -          | \$ 49,680  |
| PROJECT TOTAL                           |                                           | -           | \$ -            | \$ 49,680           | \$ -          | \$ 49,680  |



## EXHIBIT C

October 3, 2025

Zach Schrempp, PE  
RH2 Engineering, Inc.  
22722 29<sup>th</sup> Dr. SE, Suite 210  
Bothell, WA 98021

Re: Scope/Fee Estimate for City of Mountlake Terrace Water System Plan Financial Analysis

Dear Drew:

The City of Mountlake Terrace has asked FCS, a Bowman Company, to prepare a financial analysis in support of the Water System Plan (WSP) update that RH2 is completing on the City's behalf.

### TASK PLAN

---

The task plan below summarizes our proposed approach to meet the needs of the City and RH2:

#### Task 1: Project Initiation & Data Collection

FCS will provide a data request outlining information needed to complete the analysis, reviewing data provided and working with the project team to resolve questions and obtain additional records as needed. Task 1 includes the administrative efforts involved with project initiation and ongoing management.

#### Task 2: Capital Facilities Charge (CFC) Update

Task 2 involves reviewing the City's water CFCs with attention to the following elements:

- Updating the underlying cost basis to reflect a current inventory of existing assets, the accrual of interest on existing assets, and the most recent capital improvement plan.
- Determining the number of equivalent units that the system can serve, given the operational capacity of the City's facilities and the existing utilization of those facilities by existing customers.

Subject to the availability of data and the interest of City staff, Task 2 also includes revisiting the City's CFC methodology to determine whether it can be revised to recover costs from specific types of development more equitably. Some topics that could be considered include (but are not limited to):

- Evaluating an alternate basis for imposing CFCs on residential connections. Modern trends in residential development have led a growing number of utilities to consider charging CFCs based on metrics such as the size and number of dwelling units as an alternative to water meter size.

7525 166th Ave NE, Ste D-215, Redmond, WA 98052  
P: 425.867.1802

- Functionalizing the CFC to improve equity by better recognizing which capacity needs are driven by estimated or potential water usage. Fire-flow requirements, for example, are based solely on land-use type (e.g. residential, commercial) and do not increase with the size of the water meter installed.

### Task 3: Financial Plan

This task includes the development of a forecast of revenue requirements for the City's water utility over a ten-year planning period. Key elements of this task include:

- *Operating Forecast.* Initially based on the City's budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases as appropriate. The operating forecast will also incorporate adjustments for anticipated changes in staffing and/or program activities.
- *Capital Funding Plan.* FCS will develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, CFCs, developer contributions, existing reserves, and debt (if needed).
- *Revenue Sufficiency Analysis.* The revenue sufficiency analysis will evaluate the adequacy of the water utility's revenues in meeting its cash flow needs and any applicable debt service coverage requirements, developing a ten-year strategy of annual rate adjustments.

### Task 4: Documentation

Task 4 consists of efforts related to preparing the financial chapter of the WSP:

- Reviewing the water utility's historical financial performance, summarizing noteworthy trends
- Discussing potential funding sources for the capital improvement plan (CIP)
- Documenting the CFC analysis completed in Task 2 and the financial plan completed in Task 3
- Evaluating the affordability of the City's current and proposed rates. For consistency with standards historically established by the U.S. Environmental Protection Agency, FCS will compute sample residential bills under the City's current and projected water and sewer rates as a percent of median household income. Recognizing that median household income is of limited value in assessing the impacts of utility rates on customers with income levels far below the area median, we will also determine values for two alternative metrics that have been gaining traction in the industry as providing a more meaningful basis for evaluating affordability:
  - » Hours at Minimum Wage (HM): This metric computes the average monthly bill for a home using 50 gallons per capita per day (gpcd) in terms of the number of hours someone earning the prevailing local minimum wage would need to work in order to pay it.

- » Affordability Ratio at the 20th Income Percentile (AR<sub>20</sub>): This metric computes the average monthly bill for a home using 50 gpcd as a percentage of the net disposable income that a household in the 20th income percentile would have after paying for other essential costs including housing, food, healthcare, home energy, and taxes.

We will submit a draft financial chapter to the project team for review, revising it to incorporate input received.

#### Task 5: Meetings & Public Process

FCS will attend up to three (3) virtual review meetings with City staff and up to two (2) onsite City Council meetings to present study findings and recommendations.

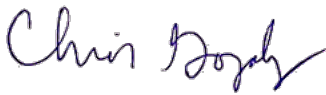
#### BUDGET

We will complete the work outlined above for an amount not to exceed \$43,200, as shown below.

| Water System Plan Financial Analysis         | Total           |
|----------------------------------------------|-----------------|
| Task 1: Project Initiation & Data Collection | \$ 2,225        |
| Task 2: CFC Update                           | 8,230           |
| Task 3: Financial Plan                       | 12,080          |
| Task 4: Documentation                        | 8,265           |
| Task 5: Meetings & Public Process            | 12,400          |
| <b>Total Not-to-Exceed Cost</b>              | <b>\$43,200</b> |

We will bill for services provided at the hourly rates specified in the attached fee schedule. If any additional services are required due to unforeseen circumstances and/or conditions, FCS will provide notification and obtain written approval from Consor prior to proceeding with any additional work. We look forward to the opportunity to work with you and the City on this project. Please do not hesitate to contact me if you have any questions about this proposal.

Respectfully,



Chris Gonzalez  
Principal



## EXHIBIT C

### FCS, a Bowman Company

#### 2025 STANDARD FEE SCHEDULE

Effective February 10, 2025

#### LABOR<sup>1</sup>

| <u>Position/Title</u>                |                | <u>Billing Rate</u> |
|--------------------------------------|----------------|---------------------|
| Principals                           | Standard Rates | \$295-\$325         |
| Project Managers                     | Standard Rates | \$220-\$250         |
| Consultants                          | Standard Rates | \$170-\$205         |
| Administrative and Technical Support |                |                     |
| Public Relations                     |                | \$185               |
| Technical Writer/Graphic Artist      |                | \$160               |
| Administrative Support               |                | \$110               |

#### DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS and specific terms will be established in advance prior to expenditure and billing.

#### SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

<sup>1</sup> Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

|                                                                                                                              |                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Firm/Organization Legal Name (do not use dba's):<br><b>RH2 Engineering, Inc.</b>                                             |                                                                                                                                                                                                                                              |
| Address<br>22722 29th Drive SE, Suite 210, Bothell, WA 98021                                                                 | Federal Aid Number                                                                                                                                                                                                                           |
| UBI Number<br><b>600373878</b>                                                                                               | Federal TIN<br><b>91-1108443</b>                                                                                                                                                                                                             |
| Execution Date<br><b>02/01/2025</b>                                                                                          | Completion Date<br><b>12/31/2026</b>                                                                                                                                                                                                         |
| 1099 Form Required<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                    | Federal Participation<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                 |
| Project Title<br><b>Water Comprehensive Plan Update</b>                                                                      |                                                                                                                                                                                                                                              |
| Description of Work<br>Update existing Water Comprehensive Plan. See Exhibit A - Scope of Work for full details.             |                                                                                                                                                                                                                                              |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No DBE Participation<br><input checked="" type="checkbox"/> No MBE Participation<br><input checked="" type="checkbox"/> No WBE Participation<br><input checked="" type="checkbox"/> No SBE Participation |
| Maximum Amount Payable: 349,723.00                                                                                           |                                                                                                                                                                                                                                              |

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Jeff Niten, City Manager  
 Agency: City of Mountlake Terrace  
 Address: 23204 58th Ave W  
 City: Mountlake Terrace State: WA Zip: 98043  
 Email: [jniten@mltwa.gov](mailto:jniten@mltwa.gov)  
 Phone: 425.776.0420  
 Facsimile:

If to CONSULTANT:

Name: Michele Campbell, Principal-in-Charge  
 Agency: RH2 Engineering, Inc.  
 Address: 22722 29th Drive SE, Suite 210  
 City: Bothell State: WA Zip: 98021  
 Email: [mcampbell@rh2.com](mailto:mcampbell@rh2.com)  
 Phone: 425-951-5394  
 Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.



## V. Payment Provisions

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

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

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

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

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

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

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

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

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

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

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

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

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

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

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

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

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

## VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jennifer Legerski, Contracts and Grants Manager

Agency: City of Mountlake Terrace

Address: 23204 58th Ave. W.

City: Mountlake Terrace State: WA Zip: 98043

Email: jlegerski@mltwa.gov

Phone: 425.744.6216

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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



## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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



Michele Campbell, Principal-In-Charge

2/19/2025

Date



Jeff Niten, City Manager

2/19/2025

Date



Robert Zeinemann for Hillary Evans, City Attorney

2/19/2025

Date

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

## ***Exhibit A Scope of Work***

---

See attached Exhibit A - Scope of Work.

**EXHIBIT A**  
**Scope of Work**  
**City of Mountlake Terrace**  
**Water System Plan Update**  
January 2025

---

## Background

The City of Mountlake Terrace's (City) current approved Water System Plan (WSP) was completed in May 2018. Due to updated population growth projections for the City, the City desires to perform an overall update of the WSP and seek a new 10-year WSP approval from the Washington State Department of Health (DOH).

This Scope of Work is based on published regulatory requirements for WSPs known at the time of this writing. Attached as Exhibit B is a list of data to be provided by the City prior to commencement of the activities contained in this Scope of Work. Timely provision of requested data is paramount to the performance of this Scope of Work.

RH2 Engineering, Inc., (RH2) will use and rely upon the data, information, and materials prepared or provided by the City or others in relation to these efforts. To reduce the level of effort needed to update the WSP, RH2 will rely on the accuracy and completeness of existing information, data, and materials provided by the City and others in relation to this Scope of Work. RH2 will directly utilize text and other content from the 2018 WSP where changes are unnecessary to meet regulatory requirements.

This Scope of Work is limited to the services expressed herein and will be performed to the level of effort identified in the Fee Estimate. Deliverables will be submitted in electronic format (PDF) unless otherwise noted. RH2 is not responsible for the site safety or direction of others.

## Task 1 – Project Management, Data Collection, and Agency Coordination

Objective: Manage the RH2 project team, files, and records. Monitor the Scope of Work and budget and provide monthly invoices. Assist the City in collecting data for the water system planning process. Coordinate with Snohomish County (County) and DOH throughout the development of the WSP.

### Approach:

- 1.1 Review work for consistency with this Scope of Work, monitor the budget spent, and manage the RH2 team.
- 1.2 Prepare monthly invoices indicating work performed and budget status.
- 1.3 Maintain project records and files.
- 1.4 Attend a pre-plan teleconference with City, County, and DOH staff.
- 1.5 Coordinate with City staff during the data collection and WSP development process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the City.

- 1.6 Attend one (1) teleconference with City staff to review collected data.
- 1.7 Coordinate with the County and DOH throughout the planning process to provide schedule and progress reports towards the completion of the WSP.

## RH2 Deliverables:

- Monthly invoices. Project record files. RH2 team coordination.
- Attendance at one (1) teleconference with City, County, and DOH staff.
- Attendance at one (1) teleconference with City staff to review collected data.

## Task 2 – Introduction and Existing System Description

Objective: Update WSP Chapter 1 (Introduction) and Chapter 2 (Water System Description).

## Approach:

- 2.1 Update WSP Chapter 1 as necessary. No major changes are anticipated to be required.
- 2.2 Visit each water system facility with City staff to collect field information and observe equipment layouts and existing conditions.
- 2.3 Update WSP Chapter 2 as necessary. No major changes are anticipated to be required.
- 2.4 Prepare color figures of the existing water system, existing system hydraulic profile, and the existing service area and adjacent systems.

## Assumptions:

- *The City's existing system has changed minimally since the completion of the 2018 WSP.*
- *The City will provide GIS and AutoCAD data for Chapter 2 figures.*

## RH2 Deliverables:

- Chapter 1 (Introduction) for City review and comment.
- Chapter 2 (Water System Description) and associated figures for City review and comment.

## Task 3 – Land Use and Population

Objective: Update WSP Chapter 3 (Land Use and Population).

## Approach:

- 3.1 Review updated planning documents, including the County's *Comprehensive Plan*, and summarize the impacts or constraints on the water system.
- 3.2 Complete DOH Consistency Statement Checklists for each planning agency with which the WSP must be consistent, including local and County planning jurisdictions.
- 3.3 Prepare 10-year and 20-year population projections for the water system that comply with the Growth Management Act using information from the City's updated *Comprehensive Plan*.
- 3.4 Prepare a color figure of the City's land use.

## Assumptions:

- *Projections will be included for residential population only, similar to the 2018 WSP. Employment population will not be included or utilized for water demand projections.*
- *The City will provide GIS and AutoCAD data for the Chapter 3 figure.*

## RH2 Deliverables:

- Chapter 3 (Land Use and Population) and associated figures for City review and comment.

## Task 4 – Water Demands

Objective: Update WSP Chapter 4 (Water Demands). Review historical water use and forecast future water demands of the system.

## Approach:

- 4.1 Tabulate monthly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2016 through 2024 based on available information provided by the City. Identify the seasonal variations in consumption for each customer class.
- 4.2 Tabulate ten (10) to twenty (20) of the largest water users and the total water use of each for the year 2024.
- 4.3 Tabulate monthly and yearly totals of water supply from 2016 through 2024. Calculate the system average day demand (ADD) based on the yearly water supply data.
- 4.4 Evaluate, describe, and prepare a graphic or table to demonstrate the seasonal variations in consumption patterns for each customer class and the seasonal variations in supply.
- 4.5 Tabulate total demand within each pressure zone based on the hydraulic model and the parcel-consumption database provided by the City.
- 4.6 Review telemetry data and estimate the system's maximum day demand (MDD) and peak hour demand (PHD).
- 4.7 Identify the total amount of distribution system leakage (DSL) from 2016 through 2024. Calculate the 3-year rolling average of DSL.
- 4.8 Calculate per capita demands based on the ADD and water system population data from 2016 through 2024.
- 4.9 Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.
- 4.10 Document current and past efforts for water use efficiency (WUE) and their impact on water demand since 2016. Describe the City's WUE improvements.
- 4.11 Document the historical demands from 2016 through 2024. Describe the basis for and results of the existing and future water demand evaluation.

- 4.12 Develop annual demand projections for the first 10 years and projections for year 20 based on projected water system population data and historical per capita demands. Demand projections will be tabulated with and without additional water use reductions from the proposed WUE Program. Demand projections also will be tabulated for each pressure zone or other development areas to assist in the future demand allocation in the hydraulic model.
- 4.13 Document the results of the demand analysis in summary tables and the chapter text.
- 4.14 Coordinate with the City to provide data to conduct the WUE public forum. The City will conduct the meeting to satisfy the public forum requirements of the WUE Program and to present the water use efficiency goals for adoption by the City Council.

Assumptions:

- *The City will provide all necessary consumption, supply, and supervisory control and data acquisition (SCADA) information to update Chapter 4.*

RH2 Deliverables:

- Chapter 4 (Water Demands) for City review and comment.

## Task 5 — Regulations, Policies, and Design Criteria

Objective: Update WSP Chapter 5 (Policies and Design Criteria). Review existing policies and design criteria and recommend changes to these policies and criteria.

Approach:

- 5.1 Review existing policies and design criteria and recommend additional or revised policies/design criteria so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use DOH, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements. Prepare an updated copy of WSP Chapter 5 incorporating any additions or revisions.
- 5.2 Review the City's existing construction standards and include a copy in the appendix of the WSP.

Assumptions:

- *The City's policies and design criteria will require minimal updates.*

RH2 Deliverables:

- Chapter 5 (Policies and Design Criteria) for City review and comment.



## Task 6 — Water Supply and Quality

Objective: Update WSP Chapter 6 (Water Source and Quality). Identify the City's current water quality monitoring requirements, describe results of recent monitoring, and identify needed improvements to comply with water quality requirements.

Approach:

- 6.1 Update the water source description.
- 6.2 Identify the water quality monitoring requirements for the City's water system.
- 6.3 Summarize the results and compliance status of recent distribution system water quality monitoring.
- 6.4 Identify improvements to comply with the water quality requirements.

Assumptions:

- *There are no changes to the City's water supply contract with the Alderwood Water & Wastewater District.*

RH2 Deliverables:

- Chapter 6 (Water Source and Quality) for City review and comment.

## Task 7 — Hydraulic Model Update and Calibration

Objective: Update and calibrate the current hydraulic model of the City's existing water system.

Approach:

- 7.1 Convert hydraulic model from InfoWater 12.3 to WaterGEMS for improved efficiency.
- 7.2 Update the model with new water mains and facility changes not shown in the existing WSP, including adding model nodes at fire hydrant locations. Adjust demands and facility settings to estimated 2024 conditions.
- 7.3 Update elevation data in the model using GIS contour data.
- 7.4 Compute pipe roughness coefficients from available pipe material and age data to accomplish initial calibration.
- 7.5 Allocate the existing (2024) demand data among the nodes in the model using the parcel-consumption database provided by the City.
- 7.6 Update facility data into the model for supply facilities, reservoirs, and pressure reducing valve (PRV) stations. Establish facility settings to reflect current settings and those to be used for the analyses.
- 7.7 Perform preliminary hydraulic analyses to identify locations for field pressure and hydrant flow tests and check potential performance at each site. Prepare a template that lists field test locations and data that needs to be collected at each test location. Coordinate with the City to confirm methods and recordkeeping for field tests.

- 7.8 Attend one (1) day of hydrant flow tests to confirm that the pressure and flow test objectives are met for the purpose of calibrating the hydraulic model. *City staff will operate hydrants, valves, and other water system facilities. RH2 will provide calibrated pitot and pressure gauges for City use during the hydrant flow tests and will record the results of the tests. The operational status of facilities will be provided by City staff (in real-time or from the City's telemetry system following field testing), including flows into the system from supply sources and reservoir levels at the start and end of the tests.*
- 7.9 Perform hydraulic analyses to calibrate the model from the field flow and pressure test data for the purposes of steady-state hydraulic analyses.
- 7.10 Coordinate with the City to identify sources of inconsistencies between the field calibration data and the modeled results. Inconsistencies may be the result of unknown closed valves in the system or incorrect diameter of water main shown on system mapping or as-builts. *Since this subtask is highly variable in nature, an initial allocation of twenty-four (24) hours of a water modeling specialist's time has been included. If generally accepted industry standards for hydraulic model accuracy cannot be achieved within this initial allocation, RH2 will coordinate with the City to determine the next steps. If additional effort is requested, that extra work will be mutually determined between the City and RH2 to perform additional field flow tests and model calibration analyses.*
- 7.11 Input the current land use classifications into the model and assign a general planning-level fire flow requirement to each node for comparison of fire flow results.
- 7.12 Input future demand data into the hydraulic model's nodes using the results from the future water demand evaluation. Demand distribution shall be based on estimates of future growth allocations.

#### Assumptions:

- *The City will provide a functioning existing hydraulic model (i.e. model from 2018 WSP, or newer, that runs without convergence issues). The Fee Estimate for this Task does not include effort to troubleshoot/repair an incomplete or non-functional model.*
- *The City will provide a GIS shapefile or marked-up figure with all system improvements not shown on existing WSP figures or in the hydraulic model.*
- *The City will provide contour data or direction to utilize other publicly available elevation data.*
- *The City will provide updated facility setpoints as needed.*
- *The City will assist with field testing as described.*

#### RH2 Deliverables:

- Calibrated WaterGEMS hydraulic water model for use in steady-state hydraulic analyses.

## Task 8 — Water System Analyses

Objective: Evaluate each water system component to identify deficiencies and recommend improvements. Utilize the hydraulic model of the City's water system to perform pressure and fire flow hydraulic analyses. Update WSP Chapter 8 (Water System Analysis).

### Approach:

- 8.1 Review existing pressure zones for areas of low and high pressures. Include a table showing each existing zone, its maximum and minimum service elevation, and service pressures (at static conditions).
- 8.2 Calculate the quantity of water supply required for the existing and future conditions and compare those requirements to the system's existing supply capacity.
- 8.3 Identify and describe supply facility deficiencies.
- 8.4 Calculate the quantity of water required from the booster pump station (BPS) for the existing and future system and compare it to the existing BPS capacity. Identify and describe known BPS deficiencies.
- 8.5 Calculate the quantity of water storage required for the existing and future system and compare those requirements to the existing storage capacity of the system based on the requirements contained in Washington Administrative Code (WAC) 246-290-235 and the current *DOH Water System Design Manual*.
- 8.6 Identify and describe known storage deficiencies.
- 8.7 Perform a steady-state hydraulic analysis of the system simulating a PHD condition with no fire flows using the hydraulic model of the existing water system to determine the pressures and flow distribution during this demand condition.
- 8.8 Perform a steady-state fire flow analysis for each node in the system while simulating MDD to determine the capability of the existing system to provide adequate flows and pressures and identify existing system deficiencies.
- 8.9 Identify and input proposed water system improvements into the model based on the results of the existing system hydraulic analysis and identification of deficiencies. Perform a steady-state fire flow analysis for each node in the system while simulating future MDD to check that the proposed improvements address existing system deficiencies and are sized properly to accommodate anticipated growth based on meeting the City's policies and design criteria. Repeat the analyses for the 10-year and 20-year projections until existing system deficiencies have been eliminated.
- 8.10 Prepare figures that summarize the results of the existing system and future system analyses.
- 8.11 Describe capacity-related distribution system deficiencies and the results of the hydraulic analyses.
- 8.12 Evaluate and identify non-capacity-related deficiencies for water mains, PRV stations, and the telemetry and supervisory control system.

- 8.13 Perform an existing system, 10-year, and 20-year system capacity analysis to determine unused, available system capacity expressed in ERUs. Prepare 10-year and 20-year projected system capacity analyses with proposed improvements. Document the criteria and results of the analyses.
- 8.14 Meet with City staff to discuss the water system analyses.
- 8.15 Document the results of the system analyses in summary tables and chapter text.

## RH2 Deliverables:

- Attendance at meeting with City to discuss the water system analyses.
- Chapter 8 (Water System Analysis) and associated figures for City review and comment.

**Task 9 — Capital Improvement Plan**

Objective: Update Chapter 9 (Water System Improvements). Describe and schedule improvements to address deficiencies identified in the water system analyses. Prepare planning-level cost estimates for each project identified.

## Approach:

- 9.1 Briefly describe water system improvements that have been completed since the last WSP update.
- 9.2 Prepare an updated list of proposed water system improvements based on the results of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 9.3 Prepare planning-level cost estimates for each improvement based on current industry prices.
- 9.4 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements.
- 9.5 Develop a recommended schedule for the improvements based on the results of the prioritization.
- 9.6 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and for the 20-year planning period.
- 9.7 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 9.8 Prepare color figures of the proposed water system improvements and a proposed hydraulic profile.
- 9.9 Meet with City staff to discuss the Capital Improvement Plan (CIP).

## RH2 Deliverables:

- Attendance at meeting with City to discuss the CIP.

- Chapter 9 (Water System Improvements) and associated figures, tables, and estimates for City review and comment.

## Task 10 — Operations and Maintenance

Objective: Update WSP Chapter 7 (Operations and Maintenance).

Approach:

- 10.1 Document the current water staff organization and update the organizational chart.
- 10.2 Update the table listing water operations personnel, their positions, and certifications.
- 10.3 Update other portions of Chapter 7 relating to personnel, equipment/supplies, safety procedures, reporting, etc.
- 10.4 Prepare a brief description of the City's existing Emergency Response Plan and Risk and Resilience Assessment. *For security purposes, these documents will not be included in the WSP.*
- 10.5 Update operations and maintenance schedules and staffing requirements.
- 10.6 Identify operations and maintenance improvements.

RH2 Deliverables:

- Chapter 7 (Operations and Maintenance) for City review and comment.

## Task 11 — Financial Analysis

Objective: Update WSP Chapter 10 (Financial Program). *FCS Group, Inc., (FCS) will prepare the financial chapter. The City will contract directly with FCS.*

Approach:

- 11.1 Coordinate with FCS to develop the financial analysis chapter, which includes a historical financial performance review, financial policy review, capital financing plan, operating forecast, revenue needs assessment, and rate forecast and affordability test.

RH2 Deliverables:

- Chapter 10 – Financial Program for City review and comment (prepared by FCS and formatted by RH2).

## Task 12 — Executive Summary

Objective: Prepare an executive summary to describe the key elements of the WSP.

Approach:

- 12.1 Identify the purpose of the WSP and summarize the major system characteristics and significant changes that have occurred since the previous WSP was completed. Briefly describe the key issues in the WSP.

## RH2 Deliverables:

- Executive Summary for City to review and comment.

## Task 13 — Appendices and SEPA Checklist

Objective: Prepare miscellaneous appendices for inclusion in the WSP.

## Approach:

- 13.1 Prepare a State Environmental Policy Act (SEPA) Checklist and obtain a Determination of Non-Significance (DNS) from the City to include in the appendices.
- 13.2 Include miscellaneous appendices, including water supply and emergency intertie agreements, Water Facilities Inventory form, facility data sheets, consumer confidence report, construction standards, water ordinances, and other miscellaneous appendices from the 2018 WSP.

## Assumptions:

- *RH2 will prepare a draft SEPA Checklist. The City will coordinate the SEPA process and obtain a DNS.*
- *There are no/minimal changes to the miscellaneous appendices.*

## RH2 Deliverables:

- Draft SEPA Checklist.
- Miscellaneous appendices for inclusion in the WSP.

## Task 14 — Cross-Connection Control Plan

Objective: Update the City's existing Cross-Connection Control Plan with any changes since 2017.

## Approach:

- 14.1 Review the City's existing 2017 Cross-Connection Control Plan. Incorporate revisions for consistency with regulations.

## Assumptions:

- *The Cross-Connection Control Plan will require only minor updates/revisions.*

## RH2 Deliverables:

- Cross-Connection Control Plan appendix for City review and comment.

## Task 15 — Coliform Monitoring Plan

Objective: Update the City's existing Coliform Monitoring Plan.

## Approach:

- 15.1 Review the City's existing Coliform Monitoring Plan. Incorporate revisions for consistency with regulations.

## Assumptions:

- *The City will provide any updated information, including mapping, necessary to revise the Coliform Monitoring Plan.*

## RH2 Deliverables:

- Coliform Monitoring Plan appendix for City review and comment.

## Task 16 — Water Use Efficiency Program/Water Loss Control Action Plan

Objective: Update the City's WUE Program and WUE goals for the water system. Update the Water Loss Control Action Plan, if necessary.

## Approach:

- 16.1 Evaluate the City's existing WUE Program and update for consistency with regulations.
- 16.2 Assist the City in updating WUE goals through a public process. Document how each goal was established.
- 16.3 Review the Water Loss Control Action Plan and update as needed based on updated DSL calculations.

## RH2 Deliverables:

- WUE Program and Water Loss Control Action Plan, to be included in the WSP as an appendix, for City review and comment.

## Task 17 — Final Review, Presentation, and Transmittal of Draft WSP

Objective: Prepare a final draft of the WSP and submit it to review agencies and adjacent water purveyors.

## Approach:

- 17.1 Develop a cover format that includes the WSP name and revision date.
- 17.2 Create a draft WSP, including all chapters, appendices, and figures of the WSP. The electronic WSP will contain bookmarks and an organizational format.
- 17.3 Attend up to three (3) public meetings to present the completed WSP to City staff, City Council, and the public.
- 17.4 Submit the draft WSP to adjacent water systems in electronic format for their review and comment.
- 17.5 Submit the draft WSP to the County and DOH for their review.

## Assumptions:

- *No date is warranted or implied for Agency response or approval.*

## RH2 Deliverables:

- Attendance at up to three (3) meetings to present the draft WSP to City staff, City Council, and the public.
- Draft WSP submitted to adjacent water systems, the County, and DOH.

## Task 18 — DOH and Agency Review Revisions

At the completion of Tasks 1 through 17, the draft WSP will be submitted for review by the regulatory agencies and adjacent water purveyors. The number of comments, number of meetings, and amount of required WSP modifications from review by the regulatory agencies and adjacent water purveyors are difficult to predict. Therefore, RH2 will prepare a separate scope of work and fee estimate to address review comments, review meetings, and final WSP modifications upon receipt of all review comments from the County, DOH, and adjacent water systems.

At the completion of the project, a copy of the computer files of the WSP Word documents, water model, and AutoCAD and GIS figures will be provided to the City.

## Task 19 — Distribution System Seismic Analyses [Optional Task]

Objective: Review current seismic hazard mapping within the water service area and perform analyses to develop recommendations to improve the seismic resiliency of the distribution system.

## Approach:

- 19.1 Identify geotechnical and seismic hazard areas within the water service area using the City's current mapping for seismic hazards and other currently available seismic studies within the City.
- 19.2 Coordinate with City staff to identify and rank critical customers, key fire suppression locations, and key water distribution main locations to serve critical customers.
- 19.3 Assess the seismic performance of the key water distribution main by assigning hazard information to each pipeline to predict the number of leaks and breaks per unit length of each pipe. Prepare maps identifying pipe risk.
- 19.4 Identify improvements and associated costs for key water distribution main to be included within the CIP. This may include recommendations for further study. Develop a strategy for implementing improvements over time that balances the potential risk and the overall cost to ratepayers as identified in the CIP. Develop a seismic mitigation CIP that includes cost estimates and recommended timing for improvements.
- 19.5 Recommend seismic pipe design standards applicable to the City.
- 19.6 Prepare a technical memorandum documenting the results of the analyses performed in this Task.



## Assumptions:

- *The seismic analyses will not assess the seismic performance of reservoirs or other water system structures.*

## RH2 Deliverables:

- Figures showing the key water distribution main and hazard information.
- Technical memorandum documenting the results of the analyses.

## Task 20 — Tank Cycling Hydraulic Modeling and Analysis [Optional Task]

Objective: Perform a water age analysis to investigate and, if necessary, increase the tank turnover rates.

## Approach:

- 20.1 Develop an extended period simulation (EPS) model based on the steady-state model developed in Task 7.
- 20.2 Calibrate the model based on SCADA information (e.g., tank levels and facility flow rates).
- 20.3 Coordinate with the City to discuss level of service (LOS) goals and desired outcomes.
- 20.4 Develop and run EPS tank cycling scenarios for fall, winter, spring, and summer.
- 20.5 Adjust facility setpoints and/or identify other improvements to meet LOS goals for each season.
- 20.6 Prepare a technical memorandum documenting the results of the analyses performed in this Task.

## RH2 Deliverables:

- Technical memorandum documenting the results of the analyses.

## Task 21 — Emergency Well Drilling and Alternative Water Supply Contract Evaluation [Optional Task]

Objective: Evaluate and discuss adding emergency wells or alternative water supply sources to meet the City's long-term demand projections.

## Approach:

- 21.1 Evaluate and discuss alternative water supply contract options. *An initial allocation of twenty (20) hours of a water resources specialist's time has been included in this subtask.*
- 21.2 Evaluate and discuss potential emergency well sites. *An initial allocation of twenty (20) hours of a water resources specialist's time has been included in this subtask.*
- 21.3 Create GIS figures displaying potential emergency well sites.
- 21.4 Coordinate with the City to discuss alternative water supply options.

21.5 Prepare a technical memorandum documenting the results of the analyses performed in this Task.

Assumptions:

- *Demand projections from Chapter 4 of this WSP will be used for the analyses.*

RH2 Deliverables:

- Technical memorandum and figures documenting the results of the analyses.

## Task 22 — Prepare Future Tools for Development Review [Optional Task]

Objective: Calculate the existing available ERUs by pressure zone in the water system. Develop an automated Water ERU Tracking Spreadsheet that can be used by the City to track the remaining capacity of the water system and identify when infrastructure projects may need to be implemented.

Approach:

- 22.1 Develop an automated Water ERU Tracking Spreadsheet that can be used by the City to track remaining ERU capacity in each pressure zone. The spreadsheet will have the following functionality:
- Track proposed developments, which pressure zone they are located in, and their status.
  - Estimate the water demand for each proposed development and convert demands to ERUs.
  - Estimate the remaining ERU capacity in each pressure zone in the system with the proposed development.
  - Indicate when a pressure zone is estimated to have reached 80 percent of the available capacity and identify infrastructure projects to increase capacity.
  - Exclude any expired letters of water availability from the ERU capacity calculations and cross the project off the list. For tracking purposes, projects will not be fully removed from the list.
  - Include maps of the water pressure zones.
  - Include the general water design criteria for various development types to assist the City in guiding the developer's pipe sizing.
  - Identify the last revision date and include reminders for regular audits of the proposed development list when the spreadsheet is open.
- 22.2 Transmit the Water ERU Tracking Spreadsheet to the City for review.
- 22.3 Meet with the City to review the Water ERU Tracking Spreadsheet and update the spreadsheet as necessary to address the City's comments.
- 22.4 Transmit the final Water ERU Tracking Spreadsheet to the City.

**Assumptions:**

- *The Water ERU Tracking Spreadsheet will not evaluate if the City's water mains have sufficient capacity to support any proposed developments.*
- *The City will be responsible for maintaining and updating the final Water ERU Tracking Spreadsheet and continue to update it with proposed developments once this project is complete.*

**RH2 Deliverables:**

- Attendance at meeting with City to review Water ERU Tracking Spreadsheet.
- Draft and final Water ERU Tracking Spreadsheet in Excel format, which will include a table to assist the City with estimating ERUs for each type of proposed development.

**Project Schedule**

It is the goal of all parties that this Scope of Work be completed within eighteen (18) months of contract execution (not including Agency approvals), assuming RH2 receives all data within ten (10) weeks of contract execution. The schedule for this project may be modified as mutually agreeable to RH2 and the City.

Exhibit A  
City of Mountlake Terrace  
Water System Plan Update  
Data to be Provided by the City  
January 2025

| SOW Task No. | Item No. | Description                                                                                                                            | Priority | Received by RH2? | Assigned To | Due Date | Notes | Delivery Status | Last Updated |
|--------------|----------|----------------------------------------------------------------------------------------------------------------------------------------|----------|------------------|-------------|----------|-------|-----------------|--------------|
| 2            | 1        | GIS and AutoCAD data from Chapter 2 figures.                                                                                           | 2        |                  |             |          |       |                 |              |
| 3            | 1a       | Updated population projections (coordinate with General Sewer Plan (GSP)).                                                             | 1        |                  |             |          |       |                 |              |
| 3            | 1b       | Updated land use figure/GIS data if necessary.                                                                                         | 3        |                  |             |          |       |                 |              |
| 4            | 1        | Monthly metered consumption and connections for each customer class, years 2016 through 2024.                                          | 2        |                  |             |          |       |                 |              |
| 4            | 2        | Top 20 water users and total water use of each for year 2024.                                                                          | 3        |                  |             |          |       |                 |              |
| 4            | 3a       | Monthly water supply, years 2016 through 2024.                                                                                         | 2        |                  |             |          |       |                 |              |
| 4            | 3b       | Metering and telemetry data at the Alderwood Supply Station for years 2016 through 2024.                                               | 2        |                  |             |          |       |                 |              |
| 4            | 3c       | Updated 2024 demands and facility settings if these differ from information available in 2018 WSP.                                     | 1        |                  |             |          |       |                 |              |
| 4            | 4        | Parcel-based consumption database, year 2024.                                                                                          | 2        |                  |             |          |       |                 |              |
| 4            | 5        | Telemetry data (supply volume and reservoir levels) on hourly or shorter intervals, years 2016 through 2024.                           | 2        |                  |             |          |       |                 |              |
| 4            | 6a       | Maximum day and peak hour demand in each zone for years 2016 through 2024, processed from the consumption data by the metering vendor. | 2        |                  |             |          |       |                 |              |

**Exhibit A**  
**City of Mountlake Terrace**  
**Water System Plan Update**  
*Data to be Provided by the City*  
January 2025

| SOW Task No. | Item No. | Description                                                                                                                              | Priority | Received by RH2? | Assigned To | Due Date | Notes | Delivery Status | Last Updated |
|--------------|----------|------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------|-------------|----------|-------|-----------------|--------------|
| 4            | 6b       | Authorized unmetered use totals by category, years 2016 through 2024.                                                                    | 2        |                  |             |          |       |                 |              |
| 4            | 7        | Summary of the Water Use Efficiency Program efforts, years 2016 through 2024.                                                            | 3        |                  |             |          |       |                 |              |
| 5            | 1        | Summary of new or revised policies or design criteria.                                                                                   | 3        |                  |             |          |       |                 |              |
| 6            | 1        | Copy of current Washington State Department of Health (DOH) Water Quality Monitoring Schedule if not available from DOH Sentry website.  | 2        |                  |             |          |       |                 |              |
| 6            | 2        | Summary of any water quality testing results and compliance issues not shown on DOH Sentry website.                                      | 2        |                  |             |          |       |                 |              |
| 7            | 1a       | Infowater 12.3 model from 2018 WSP.                                                                                                      | 1        |                  |             |          |       |                 |              |
| 7            | 1b       | GIS contour data or direction to use non-City data source (coordinate with GSP).                                                         | 2        |                  |             |          |       |                 |              |
| 7            | 2a       | GIS shapefile or markups with all system improvements not included in existing hydraulic model.                                          | 1        |                  |             |          |       |                 |              |
| 7            | 2b       | Summary of any updates to planning-level fire flow requirements.                                                                         | 2        |                  |             |          |       |                 |              |
| 10           | 1        | Updated organizational chart, personnel information, operations and maintenance schedules, and other sections of Chapter 7 as necessary. | 3        |                  |             |          |       |                 |              |
| 13           | 1        | Updates to miscellaneous appendices as necessary.                                                                                        | 3        |                  |             |          |       |                 |              |
| 14           | 1        | Updates to Cross-Connection Control Plan as necessary.                                                                                   | 3        |                  |             |          |       |                 |              |

Exhibit A  
City of Mountlake Terrace  
Water System Plan Update  
Data to be Provided by the City  
January 2025

| SOW Task No. | Item No. | Description                                               | Priority | Received by RH2? | Assigned To | Due Date | Notes | Delivery Status | Last Updated |
|--------------|----------|-----------------------------------------------------------|----------|------------------|-------------|----------|-------|-----------------|--------------|
| 15           | 1        | Updates to Coliform Monitoring Plan as necessary.         | 3        |                  |             |          |       |                 |              |
| 20           | 1        | Facility setpoints and BPS controls.                      | 3        |                  |             |          |       |                 |              |
| 20           | 1        | Average seasonal demand diurnal curves from AMI software. | 3        |                  |             |          |       |                 |              |

## ***Exhibit B***

### ***DBE Participation Plan***

---

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There are no mandatory DBE participation requirements.

## ***Exhibit C***

# ***Preparation and Delivery of Electronic Engineering and Other Data***

---

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

- I. Surveying, Roadway Design & Plans Preparation Section
  - A. Survey Data
  - B. Roadway Design Files
  - C. Computer Aided Drafting Files
  - D. Specify the Agency's Right to Review Product with the Consultant
  - E. Specify the Electronic Deliverables to Be Provided to the Agency
  - F. Specify What Agency Furnished Services and Information Is to Be Provided
  
- II. Any Other Electronic Files to Be Provided
  
- III. Methods to Electronically Exchange Data
  - A. Agency Software Suite
  - B. Electronic Messaging System
  - C. File Transfers Format



***Exhibit D***  
***Prime Consultant Cost Computations***

---

See attached Exhibit D - Fee Estimate

**EXHIBIT D**  
**Fee Estimate**  
**City of Mountlake Terrace**  
**Water System Plan Update**  
**Jan-25**

| Description   |                                                                                          | Total Hours | Total Labor | Total Expense | Total Cost |
|---------------|------------------------------------------------------------------------------------------|-------------|-------------|---------------|------------|
| Task 1        | Project Management, Data Collection, and Agency Coordination                             | 97          | \$ 23,473   | \$779         | \$24,253   |
| Task 2        | Introduction and Existing System Description                                             | 68          | \$ 13,559   | \$1,144       | \$14,703   |
| Task 3        | Land Use and Population                                                                  | 77          | \$ 14,803   | \$1,425       | \$16,228   |
| Task 4        | Water Demands                                                                            | 140         | \$ 27,208   | \$2,770       | \$29,978   |
| Task 5        | Regulations, Policies, and Design Criteria                                               | 11          | \$ 2,392    | \$115         | \$2,507    |
| Task 6        | Water Supply and Quality                                                                 | 55          | \$ 13,393   | \$775         | \$14,168   |
| Task 7        | Hydraulic Model Update and Calibration                                                   | 250         | \$ 48,454   | \$5,541       | \$53,995   |
| Task 8        | Water System Analyses                                                                    | 199         | \$ 38,361   | \$3,991       | \$42,352   |
| Task 9        | Capital Improvement Plan                                                                 | 131         | \$ 25,501   | \$2,542       | \$28,044   |
| Task 10       | Operations and Maintenance                                                               | 17          | \$ 3,532    | \$253         | \$3,786    |
| Task 11       | Financial Analysis                                                                       | 15          | \$ 2,647    | \$231         | \$2,878    |
| Task 12       | Executive Summary                                                                        | 10          | \$ 1,594    | \$40          | \$1,633    |
| Task 13       | Appendices and SEPA Checklist                                                            | 28          | \$ 6,864    | \$254         | \$7,118    |
| Task 14       | Cross-Connection Control Plan                                                            | 11          | \$ 2,032    | \$51          | \$2,083    |
| Task 15       | Coliform Monitoring Plan                                                                 | 11          | \$ 2,032    | \$51          | \$2,083    |
| Task 16       | Water Use Efficiency Program/Water Loss Control Action Plan                              | 15          | \$ 2,936    | \$183         | \$3,119    |
| Task 17       | Final Review, Presentation, and Transmittal of Draft WSP                                 | 44          | \$ 9,973    | \$549         | \$10,522   |
| Task 18       | DOH and Agency Review Revisions - PLACEHOLDER                                            | -           | \$ -        | \$0           | \$0        |
| Task 19       | Distribution System Seismic Analyses [Optional Task]                                     | 133         | \$ 26,631   | \$2,614       | \$29,245   |
| Task 20       | Tank Cycling Hydraulic Modeling and Analysis [Optional Task]                             | 134         | \$ 24,216   | \$2,699       | \$26,915   |
| Task 21       | Emergency Well Drilling and Alternative Water Supply Contract Evaluation [Optional Task] | 100         | \$ 26,503   | \$1,354       | \$27,857   |
| Task 22       | Prepare Future Tools for Development Review [Optional Task]                              | 32          | \$ 5,593    | \$662         | \$6,255    |
| PROJECT TOTAL |                                                                                          | 1578        | \$ 321,697  | \$28,025      | \$349,723  |

## Exhibit D



City of Mountlake Terrace  
On-Call Engineering and Environmental Services  
2025 Billing Rates

| Staff Classification      | Direct Hourly Rate | Overhead Multiplier | Fee Multiplier | Billing Rate (\$331 cap) |
|---------------------------|--------------------|---------------------|----------------|--------------------------|
|                           | Max                | 201.71%             | 30.00%         | Max                      |
| Professional I            | \$ 46.31           | \$ 93.40            | \$ 13.89       | \$ 153.60                |
| Professional II           | \$ 56.49           | \$ 113.95           | \$ 16.95       | \$ 187.38                |
| Professional III          | \$ 59.85           | \$ 120.72           | \$ 17.96       | \$ 198.53                |
| Professional IV           | \$ 73.80           | \$ 148.87           | \$ 22.14       | \$ 244.82                |
| Professional V            | \$ 89.89           | \$ 181.32           | \$ 26.97       | \$ 298.18                |
| Professional VI           | \$ 102.00          | \$ 205.74           | \$ 30.60       | \$ 338.33                |
| Professional VII          | \$ 136.83          | \$ 275.99           | \$ 41.05       | \$ 348.00                |
| Professional VIII         | \$ 151.32          | \$ 305.22           | \$ 45.39       | \$ 348.00                |
| Professional IX           | \$ 182.22          | \$ 367.55           | \$ 54.67       | \$ 348.00                |
| Technician I              | \$ 30.45           | \$ 61.42            | \$ 9.14        | \$ 101.01                |
| Technician II             | \$ 38.59           | \$ 77.83            | \$ 11.58       | \$ 128.00                |
| Technician III            | \$ 48.51           | \$ 97.85            | \$ 14.55       | \$ 160.91                |
| Technician IV             | \$ 55.13           | \$ 111.19           | \$ 16.54       | \$ 182.86                |
| Technician V              | \$ 66.15           | \$ 133.43           | \$ 19.85       | \$ 219.43                |
| Technician VI             | \$ 71.66           | \$ 144.55           | \$ 21.50       | \$ 237.71                |
| Technician VII            | \$ 77.18           | \$ 155.67           | \$ 23.15       | \$ 256.00                |
| Technician VIII           | \$ 82.69           | \$ 166.79           | \$ 24.81       | \$ 274.28                |
| Administrative I          | \$ 31.90           | \$ 64.34            | \$ 9.57        | \$ 105.81                |
| Administrative II         | \$ 35.70           | \$ 72.01            | \$ 10.71       | \$ 118.42                |
| Administrative III        | \$ 45.50           | \$ 91.77            | \$ 13.65       | \$ 150.92                |
| Administrative IV         | \$ 51.62           | \$ 104.12           | \$ 15.49       | \$ 171.22                |
| Administrative V          | \$ 72.88           | \$ 147.01           | \$ 21.86       | \$ 241.75                |
| CAD/GIS System            | \$27.50            |                     |                |                          |
| CAD Plots - Half Size     | \$2.50             |                     |                |                          |
| CAD Plots - Full Size     | \$10.00            |                     |                |                          |
| CAD Plots - Large         | \$25.00            |                     |                |                          |
| Copies (bw) 8.5" X 11"    | \$0.09             |                     |                |                          |
| Copies (bw) 8.5" X 14"    | \$0.14             |                     |                |                          |
| Copies (bw) 11" X 17"     | \$0.20             |                     |                |                          |
| Copies (color) 8.5" X 11" | \$0.90             |                     |                |                          |
| Copies (color) 8.5" X 14" | \$1.20             |                     |                |                          |
| Copies (color) 11" X 17"  | \$2.00             |                     |                |                          |
| Mileage                   | Current IRS Rate   |                     |                |                          |
| Subconsultants            | At Cost            |                     |                |                          |
| Outside Services          | At Cost            |                     |                |                          |

Rates listed are adjusted annually.

**RH2 EQUIPMENT RENTAL RATES**

| <b>SYSTEM FLOW AND PRESSURE TESTING EQUIPMENT</b>           |             |             |
|-------------------------------------------------------------|-------------|-------------|
| <b>EQUIPMENT</b>                                            | <b>RATE</b> | <b>UNIT</b> |
| Pressure Data Logger                                        | \$ 30       | \$/Day      |
|                                                             | \$ 120      | \$/Week     |
|                                                             | \$ 360      | \$/Month    |
| Set of 2 Hose Monster Assemblies                            | \$ 50       | \$/Day      |
|                                                             | \$ 200      | \$/Week     |
|                                                             | \$ 600      | \$/Month    |
| Set of 6 Pressure Data Loggers                              | \$ 180      | \$/Day      |
|                                                             | \$ 720      | \$/Week     |
|                                                             | \$ 2,160    | \$/Month    |
| Set of 2 Hose Monster Assemblies w/ 6 Pressure Data Loggers | \$ 230      | \$/Day      |
|                                                             | \$ 920      | \$/Week     |
|                                                             | \$ 2,760    | \$/Month    |
| Set of 2 Hose Monster Assemblies w/ 9 Pressure Data Loggers | \$ 320      | \$/Day      |
|                                                             | \$ 1,280    | \$/Week     |
|                                                             | \$ 3,840    | \$/Month    |

| <b>SPECIAL EQUIPMENT - PUMP AND MOTOR TESTING</b> |             |             |
|---------------------------------------------------|-------------|-------------|
| <b>EQUIPMENT</b>                                  | <b>RATE</b> | <b>UNIT</b> |
| Coco-80 w/ 4 Accelerometers                       | \$ 80       | \$/Pump     |
|                                                   | \$ 320      | \$/Day      |
|                                                   | \$ 960      | \$/Week     |
| ITIG-II Model C w/ test probes                    | \$ 90       | \$/Pump     |
|                                                   | \$ 360      | \$/Day      |
|                                                   | \$ 1,080    | \$/Week     |
| ITIG-II and Power Pack w/ test probes             | \$ 190      | \$/Pump     |
|                                                   | \$ 760      | \$/Day      |
|                                                   | \$ 2,280    | \$/Week     |
| PowerSight 3500 w/ test probes                    | \$ 15       | \$/Pump     |
|                                                   | \$ 60       | \$/Day      |
|                                                   | \$ 180      | \$/Week     |
| FLIR E8 WIFI Thermal Camera                       | \$ 15       | \$/Pump     |
|                                                   | \$ 60       | \$/Day      |
|                                                   | \$ 180      | \$/Week     |

| <b>CORROSION EQUIPMENT</b> |             |             |
|----------------------------|-------------|-------------|
| <b>EQUIPMENT</b>           | <b>RATE</b> | <b>UNIT</b> |
| Articulating Boroscope     | \$ 200      | \$/Day      |
| Thru-Coat Thickness Gauge  | \$ 200      | \$/Day      |
| Dry Film Thickness Gauge   | \$ 50       | \$/Day      |
| Wenner 4-Pin Method        | \$ 200      | \$/Day      |
| AWWA Soil Testing          | \$ 150      | \$/Sample   |
| Rectifier                  | \$ 135      | \$/Day      |
|                            | \$ 540      | \$/Week     |
|                            | \$ 1,620    | \$/Month    |

| <b>SPECIAL EQUIPMENT - DRONES</b>                     |             |             |
|-------------------------------------------------------|-------------|-------------|
| <b>EQUIPMENT</b>                                      | <b>RATE</b> | <b>UNIT</b> |
| Drone with Operator at Professional Rate not Included | \$ 50       | \$/Hr       |
|                                                       | \$ 100      | \$/Day      |
|                                                       | \$ 400      | \$/Week     |

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

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

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

## ***Exhibit F - Title VI Assurances Appendix A & E***

### APPENDIX E

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

#### **Pertinent Non-Discrimination Authorities:**

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

## **Exhibit G**

### **Certification Document**

---

~~Exhibit G-1(a) Certification of Consultant~~

~~Exhibit G-1(b) Certification of \_\_\_\_\_~~

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

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

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~



## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date

## Exhibit G-1(b) Certification of \_\_\_\_\_

I hereby certify that I am the:

☐

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

---

Rh2 Engineering, Inc.

*Michele Campbell*

---

Michele Campbell, Principal-In-Charge

2/19/2025

---

Date

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

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

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

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

## ***Exhibit H***

### ***Liability Insurance Increase***

---

#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

## **Step 5 Forward Documents to Local Programs**

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

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



## **Exhibit J**

# **Consultant Claim Procedures**

---

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

**Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



## STAFF REPORT

**To:** Mountlake Terrace City Council  
**From:** Jeff Niten, City Manager  
**Meeting Date:** January 22, 2026  
**Subject:** Review and Vote on January 2026 Payment of Claims

### Required Reviews:

Jennifer Joki                      Created/Initiated - 01/22/2026  
Jeff Niten                         Final Approval - 01/22/2026

### Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

### Legislative History:

N/A

### Subject Summary:

#### January 9

Approval of payment for 2025 claims totaling \$1,002,224.51 for payment on 01/09/2026, check numbers 99023 – 99315. Approval of payment for 2026 claims totaling \$40,279.87 for payment on 01/09/2026, check numbers 99316-99327. Additionally, payroll for 01/09/2026 check numbers 585543-585573 and direct deposits totaling \$629,783,40.

#### January 23

Approval of payment for 2025 claims totaling \$482,503.54 for payment on 01/23/2026, check numbers 99328 – 99433. Approval of payment for 2026 claims totaling \$326,189.64 for payment on 01/23/2026, check numbers 99434 – 99490. Additionally, payroll for 01/23/2026 check numbers 585574-585606 and direct deposits totaling \$662,978.13.

### Financial/Budget Impacts:

Budget Amendment              No.  
Required?                              \_\_\_\_\_

|                     |     |
|---------------------|-----|
| Budget and Sources: | N/A |
| Expenditure:        | N/A |

|                                       |     |
|---------------------------------------|-----|
| New Appropriation Required + Sources: | N/A |
|---------------------------------------|-----|

**Additional Financial Information:**

N/A

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends the City Council vote to approve the January 2026 payment of claims.

**Council Motion:**

I move to approve the January 2026 payment of claims.

**Attachments:**

None

January 22, 2026

A message from the Mountlake Terrace City Council:

The City of Mountlake Terrace abhors and condemns violence in any form. In response to recent events in Minneapolis, the City Council reaffirms our commitment to civil rights for all individuals who live, recreate, conduct business, attend school, or worship in our community.

We are deeply saddened and disturbed by the fatal shooting of Renee Nicole Good by a United States Immigration and Customs Enforcement agent on January 7 in Minneapolis. National events impact all of us and we are committed to protect and enhance the quality of life for all members of our community. The city is firm in its commitment to address inequality and protect Constitutional and civil rights including individuals' constitutional right to peacefully protest without facing violent repercussions, property damage, or loss of human dignity.

Our Police Department has built trust within our community, and we value that trust. Our purpose is to serve Mountlake Terrace with honor and integrity. We recognize the commitment our Police Officers have made to the safety of our community.

Our city remains committed to public safety, respect for human dignity, and the right of all residents to live without fear. In the coming days we will continue to engage with residents, community groups, and law enforcement agencies to address concerns and work toward healing.

January 22, 2026

A message from members of the Mountlake Terrace City Council:

The City of Mountlake Terrace abhors and condemns violence in any form. In response to recent events in Minneapolis, the City Council reaffirms our commitment to civil rights for all individuals who live, recreate, conduct business, attend school, or worship in our community.

We are deeply saddened and disturbed by the fatal shooting of Renee Nicole Good by a United States Immigration and Customs Enforcement agent on January 7 in Minneapolis. National events impact all of us and we are committed to protect and enhance the quality of life for all members of our community. The city is firm in its commitment to address inequality and protect Constitutional and civil rights including individuals' constitutional right to peacefully protest without facing violent repercussions, property damage, or loss of human dignity.

Our Police Department has built trust within our community, and we value that trust. Our purpose is to serve Mountlake Terrace with honor and integrity. We recognize the commitment our Police Officers have made to the safety of our community.

Our city remains committed to public safety, respect for human dignity, and the right of all residents to live without fear. In the coming days we will continue to engage with residents, community groups, and law enforcement agencies to address concerns and work toward healing.



MOUNTLAKE TERRACE CITY COUNCIL  
MEETING AGENDA

February 5, 2026  
7:00 p.m.

Mountlake Terrace City Hall; and  
via Telephone or Teleconference

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment (*see Public Comment and Public Hearing Testimony Protocol on page 2*)
4. Consent Agenda
  - a. Payment of Claims
  - b. Meeting Minutes
  - c. Ordinance Adopting Comprehensive Emergency Management Plan with Snohomish County
  - d. Agreement Supplement 1 with Consor for Wastewater Comprehensive Plan
  - e. Agreement Supplement 1 with RH2 for Water Comprehensive Plan
5. Proclamation for Lunar New Year
6. Proclamation for Black History Month
7. Proclamation for Ramadan
8. Review and Vote on Resolution Accepting Stormwater Capacity Grant from Department of Ecology for Permit Compliance
9. Review and Vote on Resolution Adopting Updated Personnel Policies
10. Review and Vote on 3 Towers Media Agreement
11. City Manager's Report
12. Council Liaison Reports
13. New Business
14. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click "join" (you will be prompted to install the Zoom application if you don't have it). No passcode needed.

## Public Comment and Public Hearing Testimony Protocol

Public comments and public hearing testimony are permitted at meetings remotely, in-person, and in writing. All remarks shall be made to the Council as a body and not to any individual member.

General public comments to council are heard toward the beginning of regular meetings and work sessions. Public comments to council on specific agenda items and public hearing testimony will be called for at regular meetings when council discusses that agenda item.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. Any person who is engaging in conduct that disturbs, disrupts, or impedes the business of the council or whose comments have been ruled out of order by the presiding officer, shall immediately cease and refrain from further improper comments or inappropriate conduct. All hate speech will be construed as threatening remarks.

To make a public comment/give public hearing testimony **remotely** (via Zoom or telephone), complete the [Remote Public Comment Request Form](#) (link on City Council Agendas and Minutes web page) at least 24 hours before the meeting. You will then be contacted via email to confirm your participation. Your reply to the confirmation email must be received by 4 p.m. on the day of meeting to be acknowledged that same evening. If you're using Zoom during the meeting, use the hand raise tool to be recognized to speak or press \*9 if using a telephone. Speakers shall limit their presentations to five minutes.

To make a public comment/give public hearing testimony at a meeting **in-person**, please sign up at the meeting (no 24-hour notice required).

To submit a **written** public comment/public hearing testimony email remarks to [cityhall@mltwa.gov](mailto:cityhall@mltwa.gov) or mail to/drop off at City Hall (23204 58th Avenue W., Mountlake Terrace, WA 98043) no later than 4 p.m. on the meeting/public hearing date.