Everett City Council Agenda
6:30 P.M. January 13, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Munutes : January 6, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) Authorize the Mayor to sign the Everett Station Operations and Maintenance Agreement with Sound Transit.

Documents: Everett Station.pdf

CONSENT ITEMS:

(2) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $ 924,613.84 for the period of December 26, 2015 through December 31, 2015.

Documents: res-69.pdf

(3) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of $ 4,564,357.88 for the period ending December 26, 2015.

Documents: Payroll-50.pdf

ACTION ITEMS:

(4) Award contract for the construction of the Water Main Replacement "P" Project to Allied Construction Associates, Inc. in the amount of $954,839.80, including Washington State sales tax.

Documents: Allied.pdf

(5) CB 1512-54 – 3rd and final Reading – Adopt the Proposed Ordinance creating a special improvement project entitled "Three Acre Park, Phase 1," Fund 308, Program 006, to accumulate all costs for the improvement.

Documents: CB 1512-54.pdf

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the Everett Channel, Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425 257-8703.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Everett Station Operations and Maintenance Agreement with Sound Transit

____ Briefing
____ Proposed Action
____ Consent
____ Action
____ First Reading
____ Second Reading
____ Third Reading
____ Public Hearing
____ Budget Advisory

COUNCIL BILL #	
Originating Department	Transportation Svcs
Contact Person	Tom Hingson
Phone Number	425-257-8939
FOR AGENDA OF	January 13, 2016

Initialed by:
Department Head
CAA db
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Transportation Services Everett Station	Expiring Agreement: January 1, 2010; Amended March 9, 2011 and April 20, 2011	Operations and Maintenance Agreement	Transportation Services, Legal

Amount Budgeted		
Expenditure Required		Account Number:
Budget Remaining		
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Sound Transit, the regional fixed-route bus and commuter rail service provider at Everett Station, has an Operations and Maintenance Agreement with the City of Everett. The Agreement is being updated and renewed for an additional five years. Sound Transit reimburses Everett Transit a percentage of expenses to provide security and maintenance services for the Everett Station exterior. The reimbursement for 2016 would be $240,767, which represents 60.94% of the actual costs for exterior services. The base contract price is adjusted annually to the Seattle Area consumer price index. The agreement replaces all previous agreements and amendments and would be effective from January 1, 2016, through December 31, 2020.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Everett Station Operations and Maintenance Agreement with Sound Transit.

Everett Station
Operations and Maintenance Agreement

TABLE OF CONTENTS

1.0 PURPOSE AND SCOPE OF AGREEMENT 1

2.0 OWNERSHIP 1

3.0 EVERETT STATION IMPROVEMENTS 2

3.1 Transit Platforms and Bus Lanes 2
3.2 Parking Areas 2
3.3 Utilities 2
3.4 Everett Station Building 2
3.5 Street and Public Space Improvements 2

4.0 OPERATIONS SERVICES 2

4.1 Roles and Responsibilities of the City 2
4.2 Roles and Responsibilities of Sound Transit 5

5.0 MAINTENANCE SERVICES 6

5.1 Roles and Responsibilities of the City 6
5.2 Roles and Responsibilities of Sound Transit 6

6.0 COMPENSATION 6

6.1 Emergency Call Station Charges 7
6.2 Invoice and Payment Schedule 7

7.0 DESIGNATED REPRESENTATIVES 8

8.0 AUDITS, INSPECTIONS AND RETENTION OF RECORDS 8

8.1 Audits and Inspections 8
8.2 Retention of Records 8

9.0 DISPUTE RESOLUTION 8

10.0 INDEMNIFICATION 9

11.0 INSURANCE 9

12.0 GENERAL PROVISIONS 10

12.1 Rights and Remedies 10
12.2 No Third Party Rights 10

12.3 Binding on Successors 10
12.4 Compliance with Laws 10
12.5 Governing Law and Venue 10
12.6 No Employee Relationship 10
12.7 Notice 11
12.8 Waiver of Default 11
12.9 Assignment 11
12.10 Binding on Successors and Assigns 11
12.11 Severability 11
12.12 Warranty of Right to Enter into Agreement 11
12.13 Publicity/ Communications 11
12.14 Exhibits 12
12.15 Amendments 12

13.0 TERMINATION OF AGREEMENT 12

13.1 Termination for Default 12
13.2 Termination for Convenience 12
13.3 Rights and Duties of Parties upon Termination 12

14.0 EFFECTIVE DATE AND TERM OF AGREEMENT 13

14.1 Effective Date 13
14.2 Term of Agreement 13

15.0 EXECUTION OF AGREEMENT 13

EXHIBITS

EXHIBIT A: Everett Station Improvements Ownership Map
EXHIBIT B: Bus Bay Assignments
EXHIBIT C: Parking Stall Assignments
EXHIBIT D: Maintenance and Operations Tasks
EXHIBIT E: Estimated Budget
EXHIBIT F: Designated Representatives
EXHIBIT G: Information Technology Systems

This MEMORANDUM OF AGREEMENT ("Agreement") is dated December 18, 2015, and is between the Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Everett ("City"), each of which may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

Sound Transit is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation ("HCT") system and is authorized to perform regional public transportation functions.

The City of Everett is a municipal corporation existing under the laws of the State of Washington.

The City owns Everett Station, which provides parking stalls, bus bays and platforms to support Sound Transit commuter rail and bus service.

Sound Transit owns the regional signage and information display hardware, the commuter rail platform, a commuter rail train operations building, a pedestrian bridge connecting two parking lots, one parking lot located to the east of the station, and the pedestrian bridge elevator at Everett Station

The Good Neighbor Policy finalized on September 21, 2000 defined Everett Station as one of two major multi-modal stations included in the policy.

The Parties entered into an Operations and Maintenance Agreement for Everett Station in 2002, and have entered into two additional agreements, the most recent of which expires on December 31, 2015.

The Parties wish to enter into a new Operations and Maintenance Agreement for Everett Station. The Parties therefore agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to specify the respective responsibilities of the Parties regarding the maintenance and operations of Everett Station related to Sound Transit's ST Express bus service ("ST Express") and Sounder commuter rail service ("Sounder"). This Agreement (a) establishes the cost/revenue structure and type of services to be provided by the City, (b) specifies Sound Transit's responsibilities regarding informational signage, and (c) allows for additional work that may be agreed upon between the Parties.

2.0 OWNERSHIP

The City is the owner of the City improvements ("Everett Station Improvements" or "Everett Station") with the exception of the improvements owned by Sound Transit. Everett Station ownership is diagrammed in **Exhibit A**. Accordingly, Sound Transit has no liability or obligations with respect to the construction, operation, maintenance, repair, replacement, or ownership of Everett Station, or claims arising therefrom except as specifically set forth in this Agreement.

3.0 EVERETT STATION IMPROVEMENTS

3.1 Transit Platforms and Bus Lanes

The City will maintain the following transit platforms and bus lanes for use by public and private transit providers:

a. A transit island platform and other transit platforms with shelter structures, windscreens, lighting fixtures, and City of Everett information displays;
b. The bus driveways and curbs;
c. Landscaping; and
d. Lighting fixtures and any other street furniture elements, except the regional signage and information display hardware, affixed to the platform or shelters.

3.2 Parking Areas

The City-owned parking lots are assigned to Sound Transit as provided in **Exhibit C**. In addition, Sound Transit also has the right to use Parking Lot B, South Lot, under the terms of the Parking Lot Easement granted by the City to Sound Transit, dated July 5, 2005 (*Parking Lot Easement,* July 7, 2005, 200507070815). The City will provide and maintain lighting, emergency telephones, and landscaping at the parking lots. The City is also responsible for maintaining the vanpool and carpool parking stalls at Everett Station.

3.3 Utilities

The City will maintain the utility facilities and lines that serve Everett Station including storm water drainage and detention, water service, sanitary sewer, electrical service, irrigation and telephone.

3.4 Everett Station Building

The City will maintain the building, public spaces, gardens and walkways.

3.5 Street and Public Space Improvements

The City will maintain all the off-site street and public space improvements, including but not limited to landscape, lighting and streetscape surrounding Everett Station.

4.0 OPERATIONS SERVICES

4.1 Roles and Responsibilities of the City

4.1.1 Security

The City will provide security services at Everett Station, including security for the parking lots, bus bays, and bus platforms assigned to Sound Transit in accordance with the standards specified in **Exhibit D**.

4.1.2 Emergency Call Stations

The City will provide security services to respond to calls generated from Sound Transit Emergency Call Stations. Sound Transit will reimburse the City for this service under Section 6.1.

4.1.3 Parking Management

The City will provide parking management services for Everett Station parking including the parking stalls assigned to Sound Transit for use by ST Express customers and Sounder customers. The City will transmit parking utilization counts every month to Sound Transit's Parking and Customer Services Coordinator identified in **Exhibit E**.

4.1.3.1 Parking Fees

The City may not charge parking fees to transit customers unless otherwise agreed by the Parties and approved by the Parties' respective boards. Parking fees may be charged for non-transit parking provided that this special event parking does not conflict with transit customer use in the assigned parking lots. If there is potential for a conflict with transit customer use, then the City will discuss the issues with Sound Transit, in advance, and reach a mutually agreeable solution.

4.1.3.2 Parking Use Survey

Beginning in 2016, the City (through Everett Transit) and Sound Transit will jointly conduct a biennial parking use survey to determine the relative proportionate use of the TDS Garage by Sound Transit customers compared with City and Everett Transit customers and others. Sound Transit and the City will agree on the methodology for the survey. The survey will be completed no later than May 31 of each biennial. The cost of the survey will be shared according to the agreed proportionate share of costs between the Parties in effect at the time of the survey.

4.1.4 Third Party Use

The City may not grant permission for any third party use that decreases or adversely impacts Sound Transit's customer parking without Sound Transit's permission. If approved by Sound Transit, the City may agree to allow a third party use upon conditions that include the provision of a general liability insurance policy naming Sound Transit as an additional insured. The City must also require third party users to agree to protect, defend, indemnify, and save harmless Sound Transit, its officers, officials, employees, and agents from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the City's grant of permission for third party use of the Everett Station facilities. The City may not directly or indirectly charge Sound Transit for increases in maintenance and operations costs due to third party use.

4.1.5 Bus Bay Assignments

Sound Transit is assigned the use of the bus bays specified in **Exhibit B**. Except for emergencies, any change or revision by the City to bay assignments must be coordinated with routine service changes and may not be made without Sound Transit's written consent, which may not be unreasonably withheld. **Exhibit B** will be updated as changes occur by the Designated Representatives.

4.1.6 Signage Hardware

The City will provide post-mounted schedule holders to Sound Transit to be installed on the bus platforms assigned to Sound Transit. The City will coordinate the update of changeable information and the required replacement of the schedule holders with the other bus bay users and as frequently as provided in **Exhibit D**.

4.1.7 Changeable Information

The City will produce the Sound Transit changeable information to be placed in the signage hardware displays according to **Exhibit D** on the bus and rail platforms. The City will install all Sound Transit changeable information. In addition, the City will install the Everett Station area maps, the Sound Transit system maps, and Sounder schedules produced and provided by Sound Transit as part of the service change process and as required between service changes due to minor schedule revisions or damaged signage. The City will produce and install Sound Transit bus schedules, bus bay maps, and Everett system maps for each service change.

The City will notify Sound Transit of any required signage maintenance. Sound Transit will provide quarterly signage maintenance in coordination with regular service changes. Refer to **Exhibit D**.

4.1.8 Sound Transit Installed Signs at Everett Station

Sound Transit may install, change, and maintain regional signage and information display hardware on or about Everett Station. Sound Transit may change such signage at its discretion and redesign such signage to be consistent with its regional signage program. The City will review and not unreasonably withhold approval of such changes. The Parties will endeavor to ensure that the hardware remains consistent with the Everett Station architecture. Sound Transit will maintain and repair the signage permitted under this Section at its own cost.

4.1.9 Information Technology Systems

The City will consult with Sound Transit regarding future plans by the City to develop information technology systems for transit customers at Everett Station. Prior to the implementation of information technology systems, the Parties will reach a written agreement on the operation of such systems including its impacts to operations, maintenance and agreed upon costs to be paid by Sound Transit, if any.

At the City's request, Sound Transit may at its discretion perform installation and maintenance for City-owned technology installed at the station. The City will provide all materials and equipment and will reimburse Sound Transit for the actual costs of the time required to perform the work. The cost of Sound Transit performing this work will be negotiated separately between Everett Transit and Sound Transit's Transit Systems Division and will be documented in a Letter of Agreement

4.1.10 Changes in Operations/Maintenance Services

The City will consult with Sound Transit on any proposed changes to the operations and maintenance services at Everett Station that materially and/or adversely affects Sound Transit. The City and Sound Transit must agree in writing prior to any significant changes being made.

4.2 Roles and Responsibilities of Sound Transit

4.2.1 Signage Hardware

Sound Transit will supply, install and maintain the following regional signage and information display hardware for use at Everett Station as well as on the bus, Sounder, and Amtrak platforms:

a. Regional T beacons;
b. Platform Station Identification Signs;
c. Route flags;
d. Information displays;
e. Regulatory signs;
f. Information signs; and
g. Wayfinding signs.

Post-mounted schedule holders must be supplied by the City for Sound Transit to install. The changeable information in the schedule holders will be maintained by Everett Transit and/or other parties as specified in **Exhibit D**.

4.2.2 Route Flag Changes

Sound Transit will update the route flags on the bus platform at regularly scheduled service changes. Refer to **Exhibit D**. The City will give Sound Transit 90 calendar days' notice for any route flag changes as a result of service changes by Everett Transit.

4.2.3 Changeable Information

Sound Transit will produce the Everett Station area maps, the Sound Transit system maps and the Sounder schedules that shall be installed by the City in the signage hardware on the bus and rail platforms. Refer to **Exhibit D**.

4.2.4 Closed Circuit Television Monitoring System

Sound Transit will discuss its CCTV system design with the City to determine if there is an opportunity to form a partnership in its operations at Everett Station.

4.2.5 Changes in Operations/Maintenance Services

Sound Transit will consult with the City concerning any changes proposed to Sound Transit services that may materially and/or adversely affect the operations and maintenance of Everett Station.

4.2.6 Security

Sound Transit will provide security services for the Sounder platform and rail layover.

5.0 MAINTENANCE SERVICES

5.1 Roles and Responsibilities of the City

5.1.1 Scheduled Maintenance

The City will provide scheduled maintenance as described in **Exhibit D** for the assigned Sound Transit parking stalls; the Sound Transit-owned parking stalls in Parking Lot 4; and the bays, platform space, and shelters/windscreens assigned to ST Express buses.

5.1.2 Unscheduled Maintenance and Minor Repairs

The City will provide unscheduled maintenance and minor repairs as described in **Exhibit D** for the assigned Sound Transit parking stalls, bus bays, platforms, shelters, and windscreens assigned to ST Express buses and Sounder commuter rail. Any maintenance performed for which the cost is estimated to exceed $15,000 must be approved by Sound Transit prior to work being performed.

5.1.3 Utilities

The City is responsible for connecting and maintaining utilities such as, but not limited to, electrical power, water, storm water and telephone to the extent reasonably necessary for the operation of the parking areas and the bus/commuter rail platforms.

5.2 Roles and Responsibilities of Sound Transit

Sound Transit is responsible for maintaining Sounder infrastructure.

6.0 COMPENSATION

The Parties agree to the 2016 reimbursement schedule provided in **Exhibit E**.

Sound Transit will pay its proportionate share of the annual costs for operations and maintenance, exclusive of costs paid by other agencies using or leasing space at Everett Station. For the calendar year 2015, Sound Transit's proportionate share of costs is 60.94%. Each year, the fixed cost to be reimbursed by Sound Transit will be adjusted from the 2015 Baseline at a rate corresponding to the consumer price index series, CUURA423SA0 and CUUSA423SA0, published by the Bureau of Labor and Statistics, for the 12 months ending December 31st, based on 1/1/2016 effective date. The annual costs include scheduled and unscheduled maintenance and a proportionate share of mid-life and major repairs performed. The Sound Transit's proportionate share of cost is determined in accordance with the results of parking surveys conducted under section 4.1.3.2.

6.1 Emergency Call Station Charges

The City will bill Sound Transit separately for responding to Sound Transit-owned Emergency Call Stations. The compensation for each response will be as specified in **Exhibit E**. The City will submit monthly an invoice to Sound Transit that will include an incident report detailing each Emergency Call Station response. The City will include all documentation generated as a result of each call and may include photos, police reports and individual statements. Sound Transit will pay each bill in accordance with Section 6.2 below.

At the City's request, Sound Transit may assume responsibilities for monitoring the emergency call stations at the facility. The terms of such an agreement will be negotiated separately and would be an amendment to this agreement.

6.2 Invoice and Payment Schedule

The City will invoice Sound Transit by the 15th of the month for the services rendered in the previous month specified in this Agreement. The invoice is considered complete when if it includes all the monthly information required by Sound Transit in Section 10.0 "Reporting Responsibilities." All records related to the monthly invoice are subject to audit by Sound Transit. Any revenue credited to Sound Transit and the associated fees will be subtracted from the monthly invoice.

Sound Transit will process completed invoices within 30 working days after receipt of the completed invoice.

If Sound Transit disputes the charges or documentation, Sound Transit will provide notice of such objections to the City in writing within 20 working days after receipt of the completed invoice. Sound Transit will pay the parts of the invoice not in dispute according to standard procedures above.

6.2.1 Address for Payment and Reimbursement

The City will send the completed monthly invoices to:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

7.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation, each Party will designate a representative ("Designated Representative") for communications between the Parties and revision of exhibits. **Exhibit F** provides Designated Representatives' names and contact information of the Designated Representatives. The Parties may unilaterally amend this exhibit to update its contact information or change its Designated Representative.

8.0 AUDITS, INSPECTIONS AND RETENTION OF RECORDS

8.1 Audits and Inspections

The Parties will provide full access to and the right to examine its records relating to matters covered in this Agreement to the other Party, the State Auditor, or their representatives during normal business hours and as often as they deem necessary. Such representatives will be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all agreements, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City will cooperate with Sound Transit's auditor and/or an independent auditor chosen and retained by Sound Transit. If applicable for audits by federal funding agencies, the City will document its auditing costs.

8.2 Retention of Records

Copies of the records will be furnished to each Party upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the State Auditor's Office. All documents, books, papers, accounting records, and other materials pertaining to this Agreement will be retained by each Party for six years, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case each Party will maintain same until all such litigation, appeals, claims or exceptions are finally resolved.

9.0 DISPUTE RESOLUTION

The Parties will work collaboratively, in accordance with the following steps, to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority.

The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative will notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include:

a. A description of the issue to be resolved;
b. A description of the difference between the Parties on the issue; and
c. A summary of steps taken by Designated Representative to resolve the issue.

The Designated Representatives will meet within five business days of receiving the written

notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), Sound Transit's Executive Director of Operations or his/her designee and the Mayor of the City or his/her designee will meet within seven business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

In the event the Executive Director of Operations or his/her designee and the Mayor of the City or his/her designee are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties will share equally in the cost of the mediator.

The Parties have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. The preceding sentence does not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above; if the Party initiating the lawsuit immediately moves to stay the lawsuit while the procedural steps set forth above are satisfied.

10.0 INDEMNIFICATION

Each Party will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither Party is required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnity. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein are valid and enforceable only to the extent of the Party's own negligence. Each obligation under this paragraph extends to any claim, demand, or cause of action brought by, or on behalf of, any of each Party's employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs are recoverable from the responsible Party to the extent of that Party's culpability. This indemnification will survive the termination of this Agreement.

11.0 INSURANCE

Each Party will, at its expense, obtain and maintain during the entire term of this Agreement an appropriate program of self-insurance, commercial insurance, or any combination thereof, for its liability exposures under this agreement including its indemnity obligations. If a Party self-insures, then it will provide the other Party with a letter attesting to its self-insurance program as adequate proof of coverage. When commercial insurance is utilized, each Party agrees to provide the other Party with a Certificate(s) of Insurance showing compliance with the appropriate insurance requirements and naming the other Party as an additional insured.

12.0 GENERAL PROVISIONS

12.1 Rights and Remedies

The rights and remedies of the Parties to the Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

12.2 No Third Party Rights

This Agreement is solely for the benefit of the Parties and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

12.3 Binding on Successors

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

12.4 Compliance with Laws

The City will comply, and to the best of its ability will ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local law, regulations, and ordinances applicable to the work and services to be performed. The work performed by the City under this Agreement and all supplements must comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

12.5 Governing Law and Venue

This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement must be brought in the Superior Court of Snohomish County.

12.6 No Employee Relationship

In performing work and services hereunder, the City and its employees, agents, consultants and representatives are acting as independent contractors and are not deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. No employee or any party shall hold him/herself out as, or claim to be an officer or employee of the other Party by reason of this Agreement and shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants and shall hold the other Party harmless therefrom.

12.7 Notice

All notices or requests required or permitted under this Agreement must be in writing; personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission (including email) and will be deemed received three business days after the day it was mailed or on the day it is delivered, emailed, or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests must be sent to the Designated Representatives listed in **Exhibit F**.

12.8 Waiver of Default

A Party's waiver of the other Party's default will not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, will not be deemed to be a waiver of any other subsequent breach and will not be construed to be an amendment of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives.

12.9 Assignment

No Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

12.10 Binding on Successors and Assigns

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

12.11 Severability

If any of the terms and conditions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining unaffected terms and conditions will remain in full force and effect. The Parties will negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term or condition with a valid and enforceable term or condition that comes as close as possible to the intention of the stricken term or condition.

12.12 Warranty of Right to Enter into Agreement

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's Party.

12.13 Publicity/Communications

The Parties may not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior notification of the other Party.

12.14 Exhibits

All exhibits referenced in and attached to this Agreement are incorporated by this reference, except as otherwise provided.

12.15 Amendments

Amendments to this Agreement must be in writing and signed by an authorized representative of each of the Parties. The Executive Director of Operations or his/her designee, and the Mayor of Everett or his/her designee may execute amendments and revisions to the Agreement and its Exhibits of an administrative or management nature.

13.0 TERMINATION OF AGREEMENT

13.1 Termination for Default

Either Party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give the other Party the following:

a. Written notice or intent to terminate 30 calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
b. An opportunity for the other Party to cure the default within 30 days of the notice of the intent to terminate. In such case, the notice will state the time period in which cure is permitted and any other appropriate conditions.

If the Party on notice fails to remedy the default or the breach to the satisfaction of the Party not at fault within the time period established in the Notice of Termination or any extension granted by the Party not at fault, then this Agreement will be deemed terminated.

13.2 Termination for Convenience

Either Party may terminate this Agreement for convenience, by providing the other Party written notice of intent to terminate at least 90 days before a scheduled service change.

13.3 Rights and Duties of Parties upon Termination

Termination of this Agreement, by either Party, does not extinguish or release that Party from liability, claims, or obligations to the other Party existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section. The release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.
Upon termination of this Agreement by expiration or any other means, the Parties agree to work together in good faith to develop a coordinated plan for terminating the scope of work rendered up until the time of termination. Further, in the case of termination for convenience only, the terminating Party will pay reasonable contract close-out costs to

the other Party. In the event that the agreement is terminated due to the City's default, any damages owing to Sound Transit will be offset against any final expenses charged to Sound Transit.

14.0 EFFECTIVE DATE AND TERM OF AGREEMENT

14.1 Effective Date

This terms Agreement shall take effect on January 1, 2016.

14.2 Term of Agreement

This Agreement shall expire on December 31, 2020, unless the parties agree to extend the term of this Agreement.

15.0 EXECUTION OF AGREEMENT

This Agreement may be executed in two counterparts, either of which are regarded as an original.

City of Everett

_____
Ray Stephanson
Mayor

Date:_____

Attest:

_____
Sharon Fuller
City Clerk

Date:_____

Approved as to form:

_____
James D. Iles
City Attorney

Date:_____

Central Puget Sound Regional Transit Authority ("Sound Transit")

_____
Peter Rogoff
Chief Executive Officer

Date:_____

Approved as to form:

_____
Sound Transit Legal Counsel

Date:_____

Exhibit A: Everett Station Improvements Ownership Map

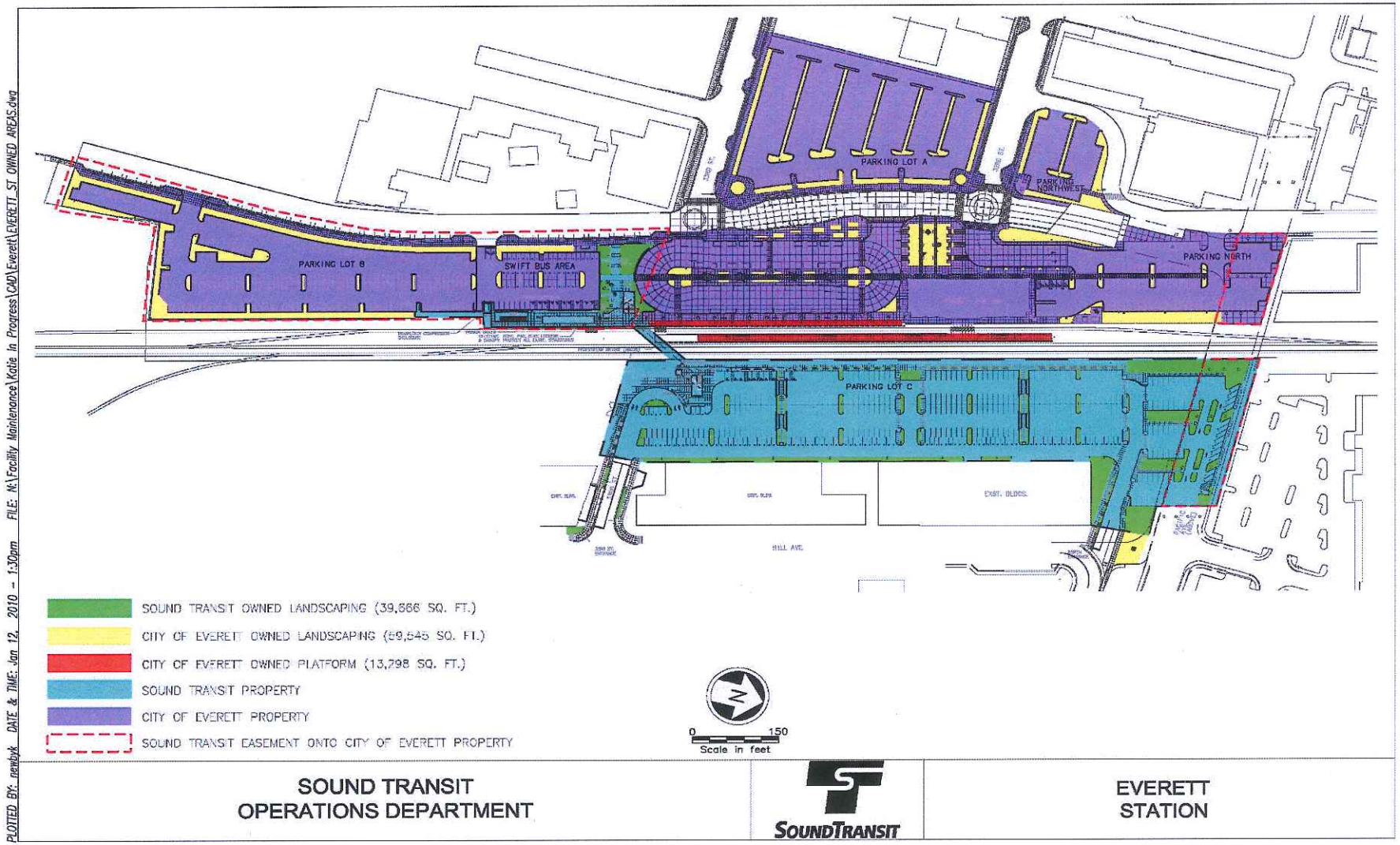


EXHIBIT B: Bus Bay Assignments

1. **Sound Transit Assignments**

   - Bus Bays in bus loop: 2
   - Bus platforms in the loop: 2

2. **Other Assignments** – The map shows a total of 12 bus bays in the bus loop assigned to the public transit providers and private transit providers.

EXHIBIT C: PARKING STALL ASSIGNMENTS

PARKING LOT	OWNERSHIP	ASSIGNMENT	TOTAL STALLS
Parking Lot A – West Lot	City of Everett	Public transit: bus and commuter rail	240
Parking Lot B – South Lot[*1]	City of Everett	Sound Transit	241
Parking Lot C – East Lot	Sound Transit	Sound Transit	432
Parking Lot D – North Lot	City of Everett	Greyhound, Amtrak, employees, visitors	103
Parking Lot E – Northwest Lot	City of Everett	Building employees	51

Notes

1. The number of stalls reflects the transition of approximately 75 stalls to provide a bus bay for the Community Transit Swift Bus service.

Exhibit D Maintenance and Operations Tasks

TASK	FREQUENCY	RESPONSIBLE
LANDSCAPING (scheduled/unscheduled)		**City of Everett**
Soil Management Fertilize Monitor drainage system	 Twice yearly – as needed Weekly monitoring Monthly inspection	
Water Management Maintain sprinkler system Winterize Repairs	 Monitor/adjust as needed or every 2 weeks Late fall As needed	
Shrub/Groundcover Management Prune/trim shrubs Soil Reports Landscape plant health report Trim groundcover Insect/disease control Fertilize Mulch	 Twice during growing season Twice yearly-not in contract Annually – not contract As needed " Annually As needed	
Integrated Pest Management Irrigation Disease/insect/weed control fertilization Growth regulators	 Maintain system properly As needed "	
Tree Management Tree staking Fertilization Pruning Rejuvenate/replace Insect/disease control Weed control Tree health/safety	 Monitor weekly – not in contract Inspect monthly Annually Annually and as needed for hazards As needed " " Annual report – not in contract	
Debris/Green Waste/Trash Management Leaf removal from site Trash removal	 Weekly Daily (or more frequently if needed)	

TASK	FREQUENCY	RESPONSIBLE
JANITORIAL CARETAKING (scheduled/unscheduled)		**City of Everett**
Sweep and power sweep parking lot/bus transit center areas	Weekly	
Pressure wash exterior surfaces (canopies, shelters, etc.)	Three times per year	
Graffiti removal	As needed	
Rust removal	As needed	
Touch up painting	"	
Clean non-transit signage signs	"	
Replace non-transit signage signs	"	
Clean passenger canopies	"	
Snow/ice removal consistent with the requirements of Everett Municipal Code 13.08.020	Code requirements As needed	
Restriping	As needed	
Parking lot lighting	As needed	
Repairs		
SECURITY		**City of Everett**
A minimum of one Security Officer available 16 hours per day/7 days per week. Security is dark between the hours of 10pm-6am, daily.		
Coordinate with Sound Transit Security Staff and Transit Inspectors, as necessary.	As necessary.	
Prepare daily parking lot surveys	Twice Daily at 0800 & 1830	
Prepare Daily Activity Reports	Daily	
Monitor and respond to Emergency Call Stations	As necessary.	
Perform periodic foot patrols of all parking lots and bus bays.	Minimum of twice daily.	

TASK	FREQUENCY	RESPONSIBLE
PARKING LOT MANAGEMENT	**LOTS A and B**	**City of Everett**
Towing Patrol lot	As needed Daily	
PARKING LOT MANAGEMENT	**LOT C**	**Sound Transit**
Towing Patrol lot	As needed Daily	
PREVENTATIVE MAINTENANCE PLAN		**City of Everett**
Develop and maintain a plan	Administered by the station's building and site manager	
EMERGENCY PHONES		**City of Everett**
SIGNAGE HARDWARE		**Sound Transit (ST)** **Everett Transit(ET)**
Everett Station sign maintenance	Quarterly inspection one of which is annual cleaning	ST
	Install/maintain	ST
Regional T beacons; platform station identification signs; route flags; information displays; regulatory; information & wayfinding signs	Update route flags at service changes 3 times/year and as needed for emergencies	ST
	Provide to ST for initial installation	ET/or other Party
Mounted bus schedule holders	Maintain	ET/or other Party
	For ST only stops, provide updated flags to ET/or other parties	ST
Off-site ST route flags	Remove/install/return removed flags to ST	ET/or other Party

TASK	FREQUENCY	RESPONSIBLE
CUSTOMER INFORMATION		**ST/ET**
Changeable information at transit center (schedules, Everett Station bus bay map, Everett System Map)	Produce/install/maintain in coordination with ET and/or other Parties. Displays are sized to fit larger size format developed by the transit partners for these display units and to be compliant with ADA.	ET/or other party
ST Everett Station changeable area and system maps	Produce/provide to ET (ET and/or other Parties provides review and input for area map)	ST
Other information items such as rider alerts	Install Produce/post as needed	ET/or other party ET/or other Party
TECHNOLOGY		
Display monitors – additional	If developed, coordinate with ST as part of implementation	ET

Exhibit E Estimated Budget

	2016 Projected Exterior Expenses	Sound Transit 60.94%
Salaries	$ 181,671	$ 110,710
Benefits	58,135	35,427
Salaries including benefits	239,806	146,138
Overtime	9,722	5,925
Uniforms & Clothing	1,600	975
Office & Operating (Exterior = 30% of total)	18,450	11,243
Small Tools/Equip	3,500	2,133
Prof Services	-	-
Repairs & Maintenance (Exterior = 30% of total)	12,300	7,496
Electricity - Building	-	-
Electricity - Exterior	59,493	36,255
Natural Gas - Building	-	-
Phone - Emergency call stations	3,960	2,413
Garbage - Building	-	-
Garbage - Exterior (60% of total)	8,708	5,307
Water (Building only)	-	-
Irrigation	14,844	9,046
Landscaping	22,706	13,837
2016 Total Projected Exterior Expenses	$ 395,089	$ 240,767
Sound Transit share of Exterior = 60.94%	$ 240,767	

Exhibit F Designated Representatives

City:

City of Everett
Transportation Services Director
Attn: Tom Hingson
3225 Cedar Street
Everett, Washington 98201

Sound Transit:

Operations Department Executive Director
Sound Transit Operations Department
ATTN: Randall Stamm
401 South Jackson Street
Seattle, Washington 98104-2826

Exhibit G – Information Technology Systems

To be attached per Section 4.1.9.

RESOLUTION NO._____

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

That the claims against the City of Everett for the period December 26, 2015 through December 31, 2015 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	2,791.92
002	General Government	1,360.48
003	Legal	113,594.52
004	Administration	4,286.30
005	Municipal Court	2,433.18
007	Human Resources	2,574.89
009	Misc Financial Funds	54,813.49
010	Finance	2,195.44
015	Information Technology	791.27
021	Planning & Community Developmer	3,800.59
022	Neighborhoods & Community Servi	519.22
024	Public Works-Engineering	35,253.01
026	Animal Shelter	2,078.87
027	Senior Center	4,079.31
031	Police	15,631.06
032	Fire	5,736.34
038	Facilities/Maintenance	5,044.78
	TOTAL GENERAL FUND	**256,984.67**

Fund	Department	Amount
101	Parks & Recreation	20,477.31
110	Library	24,265.84
112	Community Theater	2,250.00
120	Public Works-Streets	491.78
138	Hotel/Motel Tax	3,000.00
146	Property Management	35,781.28
149	Senior Center Reserve	1,873.61
152	Cum Reserve-Library	4,393.84
153	Emergency Medical Services	4,123.98
156	Criminal Justice	10,264.52
197	CHIP Loan Program	24,495.62
303	PW Improvement Projects	2,726.50
336	Water & Sewer Sys Improv Project	46,873.31
342	City Facilities Construction	3,248.70
354	Parks Capital Construction	35,710.31
401	Public Works-Utilities	307,723.43
402	Solid Waste Utility	327.60
425	Public Works-Transit	48,870.36
440	Golf	5,209.25
501	MVD-Transportation Services	9,893.94
503	Self-Insurance	46,265.67
505	Computer Reserve	5,018.83
507	Telecommunications	274.61
637	Police Pension	2,589.98
638	Fire Pension	18,878.43
661	Claims	2,600.47
	TOTAL CLAIMS	**924,613.84**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
Council President

RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of December 26, 2015, and checks issued December 31, 2015, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,281.91	$1,727.92
003	Legal	$56,501.91	9,773.72
004	Administration	36,620.02	5,356.79
005	Municipal Court	49,986.32	8,298.95
007	Personnel	41,629.84	7,393.23
010	Finance	50,485.26	9,208.60
015	Information Technology	50,187.04	9,215.58
021	Planning & Community Dev	41,078.82	7,393.98
022	Neighborhoods & Community Svcs	8,274.97	1,243.48
024	Public Works	130,070.17	23,924.93
026	Animal Shelter	30,720.68	5,709.06
027	Senior Center	10,833.23	2,052.42
031	Police	1,461,169.85	121,213.72
032	Fire	873,420.77	60,597.14
038	Facilities/Maintenance	65,362.54	12,133.00
101	Parks & Recreation	150,340.57	26,678.84
110	Library	113,050.82	20,788.14
112	Community Theatre	5,477.82	1,035.24
120	Street	56,083.26	10,625.38
153	Emergency Medical Services	259,287.61	17,839.25
197	CHIP	8,645.14	1,635.29
198	Community Dev Block	9,588.95	1,812.47
401	Utilities	596,905.63	111,465.06
425	Transit	362,380.38	67,295.08
440	Golf	20,758.65	3,930.98
501	Equip Rental	56,334.28	10,634.28
507	Telecommunications	8,881.44	1,680.18
		$4,564,357.88	$560,662.71

_____
Councilman Introducing Resolution

Passed and approved this _____ day of _____, 2015.

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Water Main Replacement "P" Project Award Contract for the construction to Allied Construction Associates, Inc.

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	PW/Utilities
Contact Person	Richard Hefti
Phone Number	425-257-7215
FOR AGENDA OF	January 6, 2016

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
North Everett	Call for Bids – March 19, 2014	Bid Summary	Public Works

Amount Budgeted	$1,300,000.00	Fund No.: 336
Expenditure Required	$954,839.80	Account Number(s): UP 3598
Budget Remaining	$315,110.20	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Water Main Replacement "P" will replace approximately 950 feet of existing 4-inch diameter cast iron pipe within Forest Drive, north of West Mukilteo Boulevard; approximately 1,200 feet of 12-inch diameter cast iron pipe within Pacific Avenue, west of I-5; and approximately 330 feet of existing 6-inch diameter cast iron pipe east of I-5 and south of Pacific Ave. The project extends from the south side of West Mukilteo Boulevard to 4405 Forest Drive. The need for the Forest Drive project is to improve currently inadequate fire-flows, as noted in the 2007 Water Comprehensive Plan, by increasing the pipe to 8-inch diameter. The Pacific Avenue project extends from Hill Street to the I-5 southbound ramp. The need for this project is to replace this existing 12-inch diameter aging cast iron pipe that has broken three times in the past three years. The segment east of I-5 and south of Pacific Avenue is to meet the needs for the Polygon Development along Eclipse Mill Road.

Bids were opened on December 8, 2015, with 14 bids received. Allied Construction Associates, Inc. submitted the lowest responsive and responsible bid in the amount of $954,839.80. The highest bid submitted came in at $1,293,129.80. The Engineer's Opinion of Probable Construction Cost is $1,216,000.

The budget remaining amount is arrived at by deducting the contracts for geotechnical ($11,529), surveying ($16,521), advertising ($2,000) and the low bid from the amount budgeted.

There are no supplemental bidder requirements associated with this project.

RECOMMENDATION (Exact action requested of Council):

Award Contract for the construction of the Water Main Replacement "P" Project to Allied Construction Associates, Inc. in the amount of $954,839.80, including Washington State sales tax.

BID OPENING
12/8/2015; 2:00 pm
EOPCC = $1,216,000
UP3598
Water Main Replacement P

	Bidder	Location	Total
1	Allied Construction Assoc Inc	Everett WA 98201	$954,939.80
2	Thomco Const. Inc.	Lake Stevens WA 98258	$992,463.44
3	Earthwork Enterprises Inc	Mukilteo WA 98275	$993,968.98
4	Shoreline Construction Co.	Woodinville WA 98072-0358	$994,134.96
5	Tapani Inc	Battle Ground WA 98604	$995,066.44
6	KLB Construction Inc.	Mukilteo WA 98275	$1,022,218.47
7	R. L. Alia	Renton WA 98057	$1,029,507.02
8	SRV Construction inc.	Oak Harbor WA 98277	$1,067,564.87
9	Laser Underground & Earthworks Inc	Snohomish WA 98296	$1,076,316.12
10	Interwest Construction Inc.	Burlington WA 98233	$1,105,453.44
11	Oceanside Construction Inc.	Bellingham WA 98226	$1,137,465.42
12	Tiger Construction	Everson WA 98247	$1,169,957.38
13	B & L Utility Inc.	Snohomish WA 98290	$1,215,931.08
14	Marshbank Construction	Lake Stevens WA 98258	$1,293,129.80

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance creating a special improvement project entitled "Three Acre Park, Phase 1", Fund 308, Program 006, to accumulate all costs for the improvement.

_____ Briefing
_____ Proposed Action
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #	CB 1512-54
Originating Department	Public Works
Contact Person	Dave Davis
Phone Number	(425) 257-8913
FOR AGENDA OF	December 30, 2015

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Riverfront Development Area	None	Proposed Ordinance	Public Works

Amount Budgeted	$2,500,000	
Expenditure Required	$2,500,000	Account Number(s): Fund 308, Program 006
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This project will provide for the design and construction of the first phase of the three acre park in the Riverfront Development Area. This phase will include design and permitting, development of parking facilities, selection and installation of playground equipment, siting and construction of restroom structure and connection to existing trail corridor near the Snohomish River.

The budget for this phase is $2,500,000 and the source of funds is:

Fund 162 – CIP 4 $2,500,000

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "Three Acre Park, Phase 1", Fund 308, Program 006, to accumulate all costs for the improvement.

ORDINANCE NO. _____

AN ORDINANCE creating a special improvement project entitled, "Three Acre Park, Phase 1," Fund 308, Program 006, to accumulate all costs for the improvement.

WHEREAS, the City of Everett is committed to a planned redevelopment of the Riverfront Area; and

WHEREAS, the City of Everett has identified the need and obtained funds to construct certain park and recreational improvements; and

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

A special improvement project is hereby established as Fund 308, Program 006, entitled "Three Acre Park, Phase 1," to accumulate all costs for the improvement.

Section 2:

Authorization is hereby given to accumulate costs and distribute payments from Fund 308, Program 006, for the improvement project.

Section 3:

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

Section 4:

The sum of $2,500,000 is hereby appropriated to Fund 308, Program 006, "Three Acre Park, Phase 1," as follows:

A. Estimated Project Costs

Design and Construction	$ 2,500,000
Total Estimated Cost	$ 2,500,000

B. Source of Funds

Fund 162 – CIP 4	$ 2,500,000

Total Estimated Funds $ 2,500,000

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

Section 5:

The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability.

If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

RAY STEPHANSON, Mayor

ATTEST:

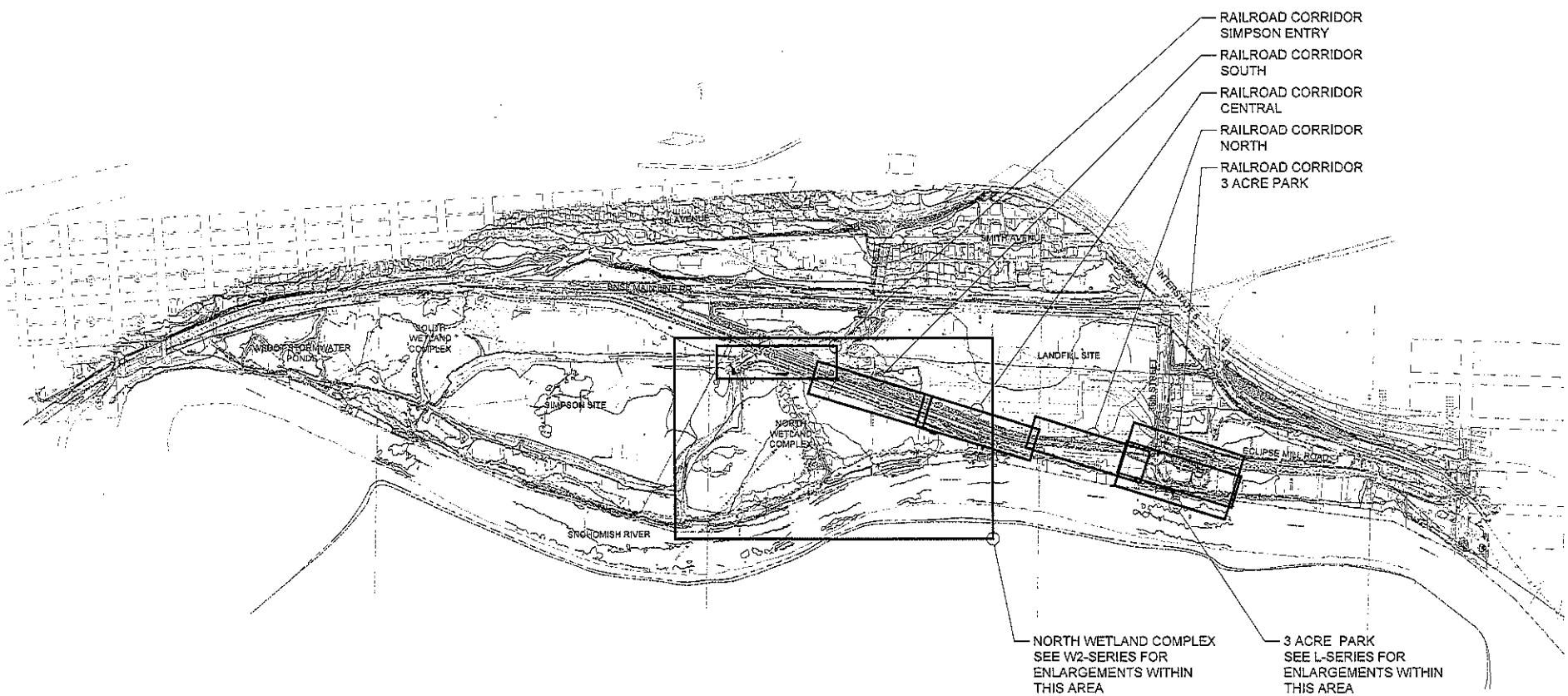
CITY CLERK

Passed:

Valid:

Published:

Effective:



DRAFT COPY
AS OF
AUGUST 2012

NOT FOR CONSTRUCTION

0 200 400 800 1600
SCALE IN FEET

NO.	DATE	APRVD	REVISION

PLANS ISSUED FOR:

BID			CONST			AS-BLT		
DATE	APRVD	ACTION:	DATE	APRVD	ACTION:	DATE	APRVD	ACTION:

TERRANCE K. RECKORD
MacLeod Reckord PLLC
Landscape Architects & Planners
Colman Building
91 Marion Street
Seattle, Washington 98104
206-223-7919
FAX 223-0242

Designed By:
Inspected By:
W.O. No.:
Date:

CITY OF EVERETT
PUBLIC WORKS
ENGINEERING & PUBLIC SERVICES DEPARTMENT

RIVERFRONT DEVELOPMENT
PUBLIC AMENITIES

SITE PLAN AND KEY TO SHEETS

Drawing No. T1.1
Sheet No. of Total