

Everett City Council Agenda

12:30 P.M. December 28, 2016

City Council Chambers

Roll Call

Pledge of Allegiance

Mayor's Comments - Introducing Everett Fire Fighters Alex Hornbeck, Sam Lowe, Jesse Stacy and Chris Stepanski

Approval of Minutes: December 21, 2016

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

CONSENT ITEMS:

(1) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$3,342,517.49 for the period of December 10, 2016 through December 16, 2016.

Documents:

[res-117.pdf](#)

(2) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of \$3,806,908.62 for the period ending December 10, 2016.

Documents:

[payroll-75.pdf](#)

ACTION ITEMS:

(3) Authorize the Mayor to sign an Interlocal Agreement with the Snohomish Health District for the City to provide funding in the amount of \$108,300 to the Health District for services in 2017.

Documents:

[Health District.pdf](#)

(4) Adopt Resolution declaring the City of Everett's priority on preserving the availability of a clean and safe water supply for the residents of Everett and the many surrounding communities served by the Everett water system.

Documents:

[Everett Water system.pdf](#)

(5) Adopt Resolution declaring vehicle H0015 surplus and authorizing its sale by public auction.

Documents:

[Vehicle H0015.pdf](#)

(6) Authorize the purchase of a Dump Bed, Snow Plow and Sander under Washington State Contract #01513 in the amount of \$107,491.77, including Washington State sales tax.

Documents:

[Dump Bed.pdf](#)

(7) Authorize the purchase of a 2017 International truck chassis from Washington State Contract #01513 in the amount of \$102,651.14 including Washington State Sales tax.

Documents:

[Truck Chassis.pdf](#)

(8) Authorize the purchase of three Ford Fusion Hybrid Sedans and One Ford Focus Electric from Washington State Contract #03513 in the amount of \$109,467.47 including Washington State sales tax.

Documents:

[Ford Fusion.pdf](#)

(9) Authorize the Mayor to sign Amendment No. 5 to the Professional Services Agreement with Signal Group Consulting (formerly known as McBee Strategic consulting, LLC) to provide consulting services on legislative matters at the federal level in the amount of \$120,000.

Documents:

[Signal Group.pdf](#)

(10) Authorize the Mayor to sign Amendment No. 3 to the Professional Services Agreement with Outcomes by Levy, LLC to provide consulting services on legislative matters primarily at the state and regional levels in the amount of \$77,000.

Documents:

[Levy-3.pdf](#)

(11) Authorize the Mayor to sign Amendment No. 3 to Agreement for Purchase and Sale of Real Property, in substantially the form provided.

Documents:

[Real property.pdf](#)

(12) Authorize the Mayor to sign the lease with Congressman Rick Larsen for office space in the Wall Street Building.

Documents:

[Congressman Larsen.pdf](#)

(13) Authorize the Mayor to sign the Inmate Housing Agreement Addendum with the Yakima County Department of Corrections.

Documents:

[Yakima County.pdf](#)

(14) Authorize the Mayor to sign all necessary documents and agreements with the United States Department of Justice, Marshals Service regarding the November 2016 through September 2017 Obligation Agreement and acceptance of the \$10,000.00 for cost reimbursement regarding Joint Law Enforcement Operations.

Documents:

[US Marshals.pdf](#)

(15) Authorize the Mayor to sign the Washington State Parks & Recreation Commission Commercial Use Permit/Temporary Vendor Permit & Application for recreation day trips in Washington State parks.

Documents:

[Washington State parks-1.pdf](#)

(16) Authorize the Mayor to sign the Agreement with Community Transit for the Swift II Bus Rapid Transit Project

Documents:

[Swift BRT.pdf](#)

(17) Authorize the Mayor to sign the Participating Agreement with Snohomish County Public Utility District No. 1 to accept a \$51,817 energy efficiency incentive rebate.

Documents:

[Public Utility District.pdf](#)

(18) Authorize the Mayor to sign Amendment No. 11 to the Professional Services Agreement with Perteet, Inc. to extend the completion date to December 31, 2017 for the Riverfront Development design and consulting services, at no additional cost to the City.

Documents:

[Perteet-5.pdf](#)

(19) Authorize the Mayor to sign Amendment No. 13 to Professional Services Agreement with MacLeod Reckord to extend completion date to December 31, 2017 for the Riverfront Development, at no additional cost to the City.

Documents:

[MacLeod Reckord.pdf](#)

(20) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with AECOM for the Design and Construction Support Services for the Water Filtration Plant Operations Building Seismic Retrofit Project in an amount not to exceed \$204,400.

Documents:

[AECOM-1.pdf](#)

(21) Authorize the Mayor to sign Amendment A to the Public Works Trust Fund Loan PC13-961-008 to facilitate funding of the Phase C Expansion at the Water Pollution Control Facility.

Documents:

[Phase Cexpansion.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.

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 10, 2016, and checks issued December 16, 2016, 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	10,565.76	\$5,547.53
003	Legal	\$58,671.69	19,934.46
004	Administration	52,861.82	14,283.15
005	Municipal Court	46,795.05	18,899.06
007	Personnel	46,748.92	17,339.19
010	Finance	53,865.81	20,583.41
015	Information Technology	51,752.33	19,208.53
021	Planning & Community Dev	42,713.66	14,096.01
022	Neighborhoods & Community Svcs	5,370.07	2,316.36
024	Public Works	147,311.17	57,222.25
026	Animal Shelter	31,878.34	11,666.76
027	Senior Center	17,719.03	4,761.60
031	Police	825,630.46	246,681.27
032	Fire	624,751.73	173,507.52
038	Facilities/Maintenance	68,606.35	30,197.45
101	Parks & Recreation	162,157.40	64,857.82
110	Library	119,579.73	41,167.30
112	Community Theatre	6,250.76	2,740.79
120	Street	66,145.98	27,249.85
153	Emergency Medical Services	229,164.16	52,203.82
197	CHIP	9,033.97	3,908.76
198	Community Dev Block	6,504.95	2,251.67
401	Utilities	657,367.43	257,010.05
425	Transit	366,399.88	152,662.76
440	Golf	23,571.06	8,900.96
501	Equip Rental	65,160.40	27,090.17
507	Telecommunications	10,330.71	4,111.12
		<u>\$3,806,908.62</u>	<u>\$1,300,399.62</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2016.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Interlocal Agreement with the Snohomish Health District for the City to provide funding in the amount of \$108,300 to the Health District in 2017

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

COUNCIL BILL # _____

Originating Department _____

Contact Person _____

Phone Number _____

FOR AGENDA OF _____

Administration

Bob Bolerjack

425-257-8727

December 28, 2016

Initialed by:

Department Head _____

CAA _____

Council President _____



Location

Preceding Action

Attachments

Department(s) Approval

Proposed Interlocal Agreement

Administration, Legal

Expenditure Required	\$108,300	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Snohomish Health District has requested that cities in Snohomish County contribute \$2 per capita in 2017 to the Health District to help stabilize its budget. Some cities have agreed to provide funding in amounts between 50 cents and \$2 per capita. In this Interlocal Agreement, the City of Everett agrees to provide \$108,300 (\$1 per capita) to the Health District in 2017. The Health District agrees to provide certain services, and to create a sustainable business model for future years.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign an Interlocal Agreement with the Snohomish Health District for the City to provide funding in the amount of \$108,300 to the Health District for services in 2017.

**INTERLOCAL AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
THE CITY OF EVERETT
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the SNOHOMISH HEALTH DISTRICT, a Washington Municipal Corporation (the District) and CITY OF EVERETT a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

WHEREAS, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

WHEREAS, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

WHEREAS, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

WHEREAS, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

WHEREAS, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

WHEREAS, state funding for local public health has decreased 65.7% from a peak of \$27.29 per capita in 2000 to \$9.36 per capita in 2014; and

WHEREAS, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

WHEREAS, since the “peak” of 2008, the Health District has reduced its staffing by 37 percent (85 FTE) due to static or declining revenues in the face of increased costs; and

WHEREAS, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

WHEREAS, the Health District’s ability to perform its most essential functions have been severely compromised since the great recession; and

WHEREAS, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

WHEREAS, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

WHEREAS, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

WHEREAS, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. Purpose.

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake various programs and activities.

2. Term.

The initial term of this Agreement shall be from January 1, 2017 to December 31, 2017. The term may be extended by mutual written agreement of the parties.

3. Scope of Services.

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita (\$108,300) to the Snohomish Health District commencing January 1, 2017. Payment may be made in one lump sum on or before January 31, 2017, or in four (4) equal payments before the end of each quarter in 2017.

B. Responsibilities of the District.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District will provide quarterly reports to the city identifying services provided to Everett residents and businesses on or before May 31, 2017, August 31, 2017, November 30, 2017, and February 28, 2018.

Additional specific services that will be provided by the Health District to the City shall include:

Creation of a sustainable Health District business model for future years.

4. Legal Requirements.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

5. Public disclosure laws.

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

6. Insurance.

- A. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- D. Minimum Insurance Limits. Consultant shall maintain the following insurance limits:
1. Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
 2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
 4. Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.
- E. Notice of Cancellation. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

- F. Acceptability of Insurers. Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.
- G. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.
- H. Insurance shall be Primary - Other Insurance Provision. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- I. Claims-made Basis. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.
- J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

7. Indemnification.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

8. Notices.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

Snohomish Health District
 3020 Rucker Avenue, Ste 306
 Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

City of Everett
c/o Bob Bolerjack
2930 Wetmore Avenue, Suite 10-A
Everett, WA 98201

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

9. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

10. Disputes.

The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

11. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

13. Severability.

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

15. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

16. **Effective Date.** January 1, 2017

City of Everett

Ray Stephenson, Mayor

ATTEST:

City Clerk

Approved as to Form:

_____, City Attorney

Snohomish Health District

Peter M. Mayer, Deputy Director

ATTEST:

Approved as to Form:

Grant Weed, Health District Attorney



RESOLUTION NO. _____

A RESOLUTION declaring the City of Everett's priority on preserving the availability of a clean and safe water supply for the residents of Everett and the many surrounding communities served by the Everett water system.

WHEREAS, as City Council and Mayor of the City of Everett, it as an honor and privilege to serve our community, it is our great responsibility to protect our natural resources, and the integrity of our water supply. We have heard from community members who have concerns about the protections of and provisions for a pristine and uninterrupted water supply. With this Resolution, we affirm the following commitments to our residents:

- We believe that water is the very essence of life, and the need for its protection must be respected.
- We acknowledge our role as stewards as owner and operator of a safe and reliable regional water supply system.
- We are committed to upholding environmental standards that protect the health of water consumers.
- We are strongly against forced easement acquisition by others that would endanger our water supply either in the watershed or its transmission.
- We must be vigilant in reducing risk to our water supply and protecting it against hazards, violence, destruction and damage, whether natural (e.g., seismic) or man-made, including irresponsible placement of crude oil pipelines in proximity to our drinking water transmission lines and watershed.
- We believe that, as elected representatives of the people of Everett, we have a special responsibility to secure the City's water supply, one of the most vital resources of human existence;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND MAYOR as follows:

Section 1. The City Council and Mayor are dedicated to protecting and securing the City's regional water supply system.

Section 2. The City Council and Mayor are committed to preserving the safety and integrity of the City's regional water source and water delivery system.

Council Member Introducing Resolution

Passed and approved this _____ day of December, 2016.

Ray Stephanson, Mayor

Scott Murphy, Council President

Judy Tuohy, Council Vice President

Brenda Stonecipher, Council Member

Jeff Moore, Council Member

Cassie Franklin, Council Member

Scott Bader, Council Member

Paul Roberts, Council Member

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Resolution Declaring Vehicle	_____	Briefing	COUNCIL BILL #	_____
No. H0015 Surplus and	_____	Proposed Action	Originating Department	Finance/Purchasing
Authorizing Sale by Public	_____	Consent	Contact Person	Clark Langstraat
Auction	X	Action	Phone Number	425-257-8901
	_____	First Reading	FOR AGENDA OF	December 28, 2016
	_____	Second Reading		
	_____	Third Reading	Initialed by:	
	_____	Public Hearing	Department Head	_____
			CAA	
			Council President	_____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Proposed Resolution	<u>Department(s) Approval</u> Motor Vehicle Division, Purchasing
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	Revenue
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City owns the following vehicle that is no longer of use to City departments:

H0015 – 1999 Freightliner FLD120/Vactor 2100 Suction Truck

Based on previous and current sales, staff estimates a present value from \$25,000 to \$50,000 for this vehicle and recommends it be sold at Public Auction.

RECOMMENDATION (Exact action requested of Council):

Adopt a Resolution declaring vehicle No. H0015 surplus and authorizing its sale by public auction.



RESOLUTION No. _____

A Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

Whereas, the City has a 1999 Freightliner FLD120/Vactor 2100 Suction Truck (#H0015) in its fleet; and

Whereas, the above-referenced equipment is no longer of value or use to the City; and

Whereas, Ordinance 2963-06 establishes a procedure and methods for surplusing or disposition of City-owned personal property; and

Whereas, based on the guidelines set forth in Section 2 of Ordinance 2963-06 a public auction is the disposition method that best meets the City's interests; and

Whereas, the City's purchasing manager has reported the basis for the estimated value of the surplus property and has recommended surplusing the above-referenced vehicles and equipment by public auction.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Everett:

1. The 1999 Freightliner FLD120/Vactor 2100 Suction Truck (#H0015) are no longer of value or use to the City; and
2. The disposition of this equipment at a Public Auction is hereby authorized.

COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF
DECEMBER, 2016

SCOTT MURPHY,
COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Purchase of a Dump Bed,
Snow Plow, and Sander from
Washington State Contract
#01513

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- X Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Finance/Purchasing

Clark Langstraat

425-257-8901

December 28, 2016

Initialed by:

Department Head

CAA

Council President

db
sm

Location

Preceding Action

Attachments

Department(s) Approval

Motor Vehicle Division,
Streets

Amount Budgeted	\$107,491.77	
Expenditure Required	\$107,491.77	Account Number(s):
Budget Remaining	-0-	MV7J0141-120-G-640, MV7N0040-120-G-640
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Streets Department has the need to purchase a 7-9 yard Dump Bed, Snow Plow, and Sander Unit. This equipment will be permanently associated with unit number J0141, which is listed on the approved 2017 Budget Year Replacement List. This will be a purchase from competitively bid Washington State Contract #01513. The City has an Interlocal Cooperative Purchasing Agreement with the state that allows us to make purchases from their competitively awarded contracts in lieu of soliciting bids on our own.

RECOMMENDATION (Exact action requested of Council):

Authorize the purchase of a Dump Bed, Snow Plow, and Sander under Washington State Contract #01513 in the amount of \$107,491.77, including Washington State sales tax.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Purchase of a 2017 International Truck Chassis from Washington State Contract #01513

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ **X** Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing

COUNCIL BILL # _____
 Originating Department Finance/Purchasing
 Contact Person Clark Langstraat
 Phone Number 425-257-8901
 FOR AGENDA OF December 28, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

Location **Preceding Action** **Attachments** **Department(s) Approval**
 Motor Vehicle Divison,
 Streets

Amount Budgeted	\$102,651.14	
Expenditure Required	\$102,651.14	Account Number(s): MV7J0141-120-G-640
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Streets Department needs to purchase one 2017 International 7400 tandem-axle chassis, which is listed on the approved 2017 Budget Year Replacement List. This chassis is available from competitively bid Washington State Contract #01513. The City has an Interlocal Cooperative Purchasing Agreement with the state that allows us to make purchases from their competitively awarded contracts in lieu of soliciting bids on our own. This unit will replace J0085.

RECOMMENDATION (Exact action requested of Council):

Authorize the purchase of a 2017 International truck chassis from Washington State Contract #01513 in the amount of \$102,651.14, including Washington State sales tax.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Purchase of three Ford Fusion Hybrid Sedans and one Ford Focus Electric from Washington State Contract #03513	<u> </u>	Briefing	COUNCIL BILL #	<u> </u>
	<u> </u>	Proposed Action	Originating Department	<u>Finance/Purchasing</u>
	<u> </u>	Consent	Contact Person	<u>Clark Langstraat</u>
	<u> X </u>	Action	Phone Number	<u>425-257-8901</u>
	<u> </u>	First Reading	FOR AGENDA OF	<u>December 28, 2016</u>
	<u> </u>	Second Reading		
	<u> </u>	Third Reading		
	<u> </u>	Public Hearing		

Initialed by:
 Department Head
 CAA
 Council President

Location Preceding Action Attachments Department(s) Approval
 Motor Vehicle Division,
 Police, Finance/Purchasing

Amount Budgeted	\$109,467.47	
Expenditure Required	\$109,467.47	Account Number(s) MV7P0412-31-G-640,
Budget Remaining	-0-	MV7P0413-31-G-640, MV7P0414-31-G-640
Additional Required	-0-	MV7A0058-N-640

DETAILED SUMMARY STATEMENT:

The Police Department has a need to purchase three Ford Fusion Hybrid Sedans. In addition, Motor Vehicle Division has the need to purchase one Ford Focus Electric. These vehicles are available from competitively bid Washington State contract #03513. The City has an Interlocal Cooperative Purchasing Agreement with the state that allows us to make purchases from their competitively awarded contracts in lieu of soliciting bids on our own.

These vehicles are listed on the approved 2017 Budget Year Replacement List.

RECOMMENDATION (Exact action requested of Council):

Authorize the purchase of three Ford Fusion Hybrid Sedans and one Ford Focus Electric from Washington State Contract #03513 in the amount of \$109,467.47 including Washington sales tax.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 5 to Professional Services Agreement with Signal Group Consulting, LLC (formerly known as McBee Strategic Consulting, LLC) to provide consulting services on legislative matters at the federal level

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

COUNCIL BILL # _____
 Originating Department Gov't Affairs
 Contact Person Bob Bolerjack
 Phone Number 425-257-8727
 FOR AGENDA OF December 28, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

Location **Preceding Action** **Attachments** **Department(s) Approval**
 _____ Professional Services Amendment No. 5 Administration
 _____ Agreement - January 1, _____
 _____ 2012 _____

Amount Budgeted	\$120,000	
Expenditure Required	\$120,000	Account Number(s): 004-5550000-410 425-5090010010-410 401-5100121923-410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Amendment No. 5 to the Professional Services Agreement with Signal Group Consulting, LLC (formerly known as McBee Strategic Consulting, LLC) is to provide consulting services on legislative matters at the federal level. The scope of service emphasizes federal legislation, funding, regulatory and military matters. Key issues include Fiscal Year 2017 federal funding, transportation, freight mobility, rail/light rail and transit; community housing/social services, economic development; aerospace and maritime matters, infrastructure funding; public safety; utilities and water resources; environmental regulations; higher education/workforce training; defense and energy.

Date of service is January 1, 2017 through December 31, 2017. The amount of the contract is \$120,000 for 2017.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 5 to the Professional Services Agreement with Signal Group Consulting, LLC (formerly known as McBee Strategic Consulting, LLC) to provide consulting services on legislative matters at the federal level in the amount of \$120,000.

AMENDMENT NO.5 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF EVERETT AND SIGNAL GROUP CONSULTING, LLC (FKA; MCBEE
STRATEGIC CONSULTING)

THIS AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (the “Amendment”) entered into this ____ day of January 2017, by and between the City of Everett (the “City”) and Signal Group Consulting, LLC (FKA; McBee Strategic Consulting, LLC) (the “Service Provider”).

WHEREAS, the City and the Service Provider entered into a Professional Services Agreement dated January 1, 2012, as amended (the “Agreement”); and

WHEREAS, the Service Provider has satisfactorily performed the services outlined in the Agreement; and

WHEREAS, the Service Provider has proposed to continue services from January 1, 2017 to December 31, 2017; and

WHEREAS, the Service Provider has proposed to change the Scope of Services as attached in Exhibit A; and

WHEREAS, the City is willing to accept its proposal;

NOW THEREFORE the City and the Service Provider mutually agree to amend the Agreement as follows:

1. Section 1 of the Agreement so that the work to be performed by Service Provider in 2017 is governed by Exhibit A to this Amendment No. 5.
2. Section 3 of the Agreement is hereby amended so that the completion date is December 31, 2017.
3. Section 4D of the Agreement is hereby amended to read as follows:
 - D. Total compensation, including all services and expenses, shall not exceed a maximum of Seven Hundred and Twenty Thousand (\$720,000), which includes \$120,000 for 2012, \$120,000 for 2013, \$120,000 for 2014, \$120,000 for 2015, \$120,000 for 2016 and \$120,000 for 2017.
4. All other terms and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment. This Amendment is effective January 1, 2017.

CITY OF EVERETT

Signal Group Consulting, LLC
455 Massachusetts Ave. NW,
Twelfth Floor
Washington, DC 20001

By _____
Ray Stephanson, Mayor

By Jessica Rihani
Jessica Rihani, Chief Operating Officer

Date

12-13-16
Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

EXHIBIT A SCOPE OF SERVICES

I. Pursuit of Federal Funding:

Housing First Advocacy for:

- Robust federal funding to support local efforts to address chronic homelessness
- Advocacy related to aligning HUD and HHS assistance programs to the chronically homeless through programmatic modifications including the development of a pilot program to validate the effectiveness of City supported model
- Monitor congressional actions related to chronic homelessness
- Monitor executive actions related to chronic homelessness

Transportation Funding Advocacy for:

- Programmatic modifications to strengthen the competitiveness of City priority improvements through the implementation of transportation reauthorization legislation including: freight routes, bridges, HOV lanes, interchange modifications and improvements, railway corridors, safety improvements, pedestrian and bicycle ways, community character and preservation projects as available in annual transportation appropriations and with attention to I-5 and U.S. Highway 2 corridors, freight mobility and aerospace related improvements.
- Pursue funding for rail safety and infrastructure upgrades and improvements to include but not limited to: re-enforced tanker cars, emergency response training, at-grade crossings, bridges, tunnels and slope stabilization.
- FAA funding for Snohomish County Airport/Paine Field and City areas of interest during the FAA reauthorization process (expiration September 2017).
- Everett Transit Division capital requests funded via Section 5309 allocations within the Transportation Appropriations for Federal Transit Administration (FTA) bus/paratransit vehicle acquisition.

Utilities and Infrastructure:

- Bond St. CSO Project: As mandated by the federal government, the City is required to have construction completed by the end of 2017.

Higher Education and workforce training funding in coordination and cooperation with Washington State University, Everett University Center, Everett Community College and the Workforce Development Council.

Grant advocacy for parks, land use and the environment, infrastructure, law enforcement, domestic violence, homeland security, economic development, higher education, human services, and other city programs, projects, and services as may arise.

Identify opportunities for competitive non-transportation federal funding for the City of Everett in the Energy and Water Bill; Water Resources Reform and Development Act; Transportation, Housing and Urban Development and Related Agencies; Interior, Labor, Health, and Human Services Bill; Rail Security; and Department of Justice.

Advocate for modification of the Environmental Protection Agency's final rule revising certain federal human health criteria applicable to Washington's waters and concurrent action taken under Clean Water Act section 303(c), to make the rule less onerous and costly to the City's water utility.

II. NAVAL STATION EVERETT:

The Service Provider will assist the City to gain and maintain access to key congressional, Department of Defense, Department of Homeland Security, Department of Commerce, U.S. Navy, U.S. Coast Guard, and National Oceanic and Atmospheric Administration decision makers as the community addresses ship assignments, changing missions (i.e. arctic strategies), new tenants and joint use of Naval Station Everett.

With the congressional delegation, assist the City to develop and execute strategies that protect or enhance the mission(s) of Naval Station Everett. Service Provider will keep City officials abreast of DoD, Homeland Security, DoC, U.S. Navy, U.S. Coast Guard, and NOAA or congressional developments regarding change and/or diversity of the force structure and mission of the base, unit movements, funding, and policy regarding Naval Station Everett or tenant organizations.

Service Provider will work with the City in support of Naval Station Everett military construction requests, facilities and service improvements, sustainability/energy efficiency/climate change and other related legislative issues as appropriate.

Service Provider will recommend to the City a federal appropriations strategy that will help the community to manage changes in the military

character of the region and mission of the base, support mission expansion, and advocate for base growth.

Service Provider will recommend to the City strategies that will secure the long term assignment of the USS NIMITZ at Naval Station Everett with specific attention to the maintenance/modernization of the USS NIMITZ at Puget Sound Naval Shipyard, Bremerton until September 2019

III. AEROSPACE DEVELOPMENT:

With the congressional delegation, the Governor's Office, Legislature, business, labor and community leaders the Service Provider will assist City leaders in developing and executing strategies to secure and sustain the robust aerospace supplier network in Everett and Snohomish County.

With the congressional delegation, the Governor's Office, Legislature, business, labor and community leaders the Service Provider will assist City leaders in developing and executing strategies to secure higher education/workforce training funding opportunities for Washington State University North Puget Sound at Everett, the Everett University Center, Everett Community College and various workforce development organizations in the region.

IV. ASSISTANCE ON OTHER FEDERAL ISSUES:

Service Provider also will provide ongoing advocacy, monitoring, and reporting assistance on federal legislation and regulatory matters of impact to the City of Everett. These include, but are not limited to:

- Considering dramatically changing rail markets, monitor proposed legislation, amendments, regulations, programs or projects related to the effect of unit trains on existing agricultural and commercial markets, ports and related transportation networks and adversely impacted communities.
- Local control of rights-of-way
- Safe Drinking Water Act, Clean Water Act
- Federal permitting issues under NEPA ('401' and '404' permits)
- Standards being promulgated by OSHA, EPA, and other federal agencies
- Department of Homeland Security matters affecting local governments
- Climate Change
- Alternative energy and biofuels

- Commerce and Economic Development (The Marketplace Fairness Act)
- Aviation
- Maritime
- Community Development Block Grants
- U. S. Department of Energy, Energy Efficiency and Conservation block grants
- Federal activities related to de-regulation

V. ASSISTANCE FOR WASHINGTON DC MEETINGS:

With regard to City business affairs in Washington, DC, the Service Provider will schedule and coordinate meetings; network local officials with appropriate Washington DC contacts, and involve city officials in meetings, presentations, events, and receptions that will advance the City's legislative agenda.

The Service Provider will assist city officials in developing effective networks among federal officials, staff, and relevant business and community groups.

Attention will be given to Washington State University, Everett Community College, the U.S. Conference of Mayors, National League of Cities, Navy League, Puget Sound Regional Council, Washington Aerospace Partnership, Washington Military Alliance, Washington Defense Partnership, Economic Alliance Snohomish County, business, labor and tribal activities.

The Service Provider will advise leadership on opportunities to advance the City's federal agenda through participation in national organizations; service on national boards, commissions, and committees; and advocacy on issues, projects and programs relevant to the City's mission.

The Service Provider will assist the City in preparing communications strategies to ensure city positions, requests, and interaction with federal officials are timely, articulate, complete, and presented per accepted processes, procedures, protocols, and practices.

VI. REPORTING:

Service Provider will provide monthly written activity reports to provide the City of Everett with updates on federal funding and policy issues. Service Provider will report to the City's Executive Director of Governmental Affairs on routine, day-to-day matters, by telephone or email, and directly to City elected officials and staff as requested.

VII. PUBLIC DISCLOSURE REPORTING DUTIES:

It will be Service Provider's responsibility to track federal lobbying and contacts in preparation for required public disclosure reporting obligations. The City will be available to review such documents and should receive documentation of all federal filings.

VIII. REQUIRED ACTIVITIES:

Arrange meetings for City of Everett elected public officials, city staff or community leadership at the request of the City of Everett with members of the Washington State congressional delegation/staff, other congressional representatives or appointed officials/staff, elected or appointed federal officials/staff or representatives of other groups or organizations with interests in the matters of the City of Everett.

Ensure that all projects meet relevant deadlines and requirements; draft and distribute necessary position papers, analyses, reports, and correspondence; prepare advance materials for meetings between City of Everett leadership and federal officials.

Provide the City of Everett with regular written statements of work describing the activities performed over the previous month.

Maintain regular and frequent communication with City of Everett officials to provide updates and other important information, and to gather information related to our ongoing federal strategy.

Lobbying/public disclosure duties as described.

IX. GENERAL PERFORMANCE METRICS:

Assist the City in securing competitive federal transportation funding for the City of Everett through the execution of FY2017 appropriations legislation and the FY2018 appropriations processes.

Identify opportunities for non-transportation federal funding for the City of Everett within the U.S. Corps of Engineers, Department of Interior Bureau of Reclamation and higher education research and development programs.

Educate, inform, and promote the support of the Washington State Delegation for Naval Station Everett; develop and execute defensive and offensive strategies that protect or enhance the mission(s) of Naval Station Everett, and increase and/or diversify the force structure and mission(s) of the base.

Promote municipal leadership as a vehicle for furthering the City of Everett's relationship with the Washington State Delegation and expanding the City's presence in Washington, DC.

Advise leadership on opportunities to advance the City's federal agenda through participation in national organizations; service on national boards, commissions, and committees; and advocacy on issues, projects and programs relevant to the City's mission.

Promote the City of Everett's vital contributions the Puget Sound region's economy, strength, and diversity with the Washington State Delegation, federal agencies, national organizations, and the Washington State community in the nation's capital.

Identify strategic partnerships; relationships and networks that could enhance the City's position in federally supported projects.

Assist the City of Everett in developing long-term relationships with key federal agencies.

Assist individual City of Everett departments' advocacy for federal grants and present the City's position on relevant federal issues.

Monitor and report on federal legislation impacting city operations and projects.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 3 to Professional Services Agreement with Outcomes by Levy, LLC to provide consulting services on legislative matters primarily at the state and regional levels

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

COUNCIL BILL # _____
 Originating Department Gov't Affairs
 Contact Person Bob Bolerjack
 Phone Number 425-257-8727
 FOR AGENDA OF December 28, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President AM

Location **Preceding Action** **Attachments** **Department(s) Approval**
 _____ Original Professional Services Agreement January 1, 2014 Amendment No. 3 Administration

Amount Budgeted	\$77,000	
Expenditure Required	\$77,000	Account Number(s): 425 508 101 0010 410, 401 530 010 9923 410 004 555 0000 410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Amendment No. 3 to Professional Services Agreement with Outcomes by Levy, LLC is to provide consulting services on legislative matters primarily at the state and regional levels. The scope of work places emphasis on current legislative, funding and regulatory matters. Advocacy is directed through the development and implementation of the annual legislative agenda.

Key issues include the 2017 operating, capital and transportation budgets, low-barrier housing funding, mental health needs and alcohol/drug treatment funding, fiscal matters, economic stability and development, infrastructure funding, higher education/workforce training, transportation and freight mobility, transit, public safety, utilities and water resources.

Date of service is January 1, 2017 through December 31, 2017.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 3 to Professional Services Agreement with Outcomes by Levy, LLC to provide consulting services on legislative matters primarily at the state and regional levels in the amount of \$77,000.

**AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND OUTCOMES BY LEVY, LLC**

This Amendment No. 3 is dated for reference purposes January 1, 2017. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Outcomes by Levy, LLC ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated January 1, 2014 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of continuing services from January 1, 2017 to December 31, 2017.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:

Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed Three Hundred Eleven Thousand, Four Hundred Thirty-Two dollars (\$311,432), which includes \$69,000 for 2014, \$69,000 for 2015, \$72,000 for 2016, \$72,000 for 2017 plus eligible expenses up to \$8,144 for 2014, up to \$8,144 for 2015, up to \$8,144 for 2016, and up to \$5,000 for 2017.
3. The Work is modified to add the Work shown on Exhibit A to this Amendment.
4. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since January 1, 2014.
5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

OUTCOMES BY LEVY

By: _____
Ray Stephanson, Mayor

Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

Signature: *Douglas R. Levy*
Typed/Printed Name: Douglas R. Levy
Title: Owner - Outcomes By Levy, LLC
 12/12/16
Date

APPROVED AS TO FORM:

James D. Iles, City Attorney
Date: _____

ATTACHMENT A SCOPE OF SERVICES

1. Emphasis is on legislative, funding and regulatory assistance to City of Everett, primarily at the state and regional levels through the development and advocacy of the annual Legislative Agenda, and through interim work on legislative matters. Key issues include:
 - The 2017-19 operating, capital and transportation budgets
 - Funding for human needs, homelessness prevention, mental health services, affordable housing and drug/alcohol treatment
 - Law enforcement, fire services, and emergency management
 - Fiscal flexibility, stability and continued revenue partnerships
 - Transportation, transit and freight mobility
 - Higher education and workforce training
 - Aerospace industry incentives and support
 - Economic development and infrastructure
 - Land use, environmental and natural resource issues
 - Utilities, water resources, and stormwater
 - Regulatory issues as needed

2. Assistance to the City in areas of political consultation, issues management and regional affairs.

At the state level –

- Direct time, attention, and resources on key areas of need for City of Everett, including but not limited to:
 - a. Funding for human needs, homelessness prevention, mental health services, affordable housing and drug/alcohol treatment
 - b. Protecting and adding flexibility to fiscal/revenue capacity, (maintenance of state-shared revenues, support for new revenue options and consideration for more flexible use of existing revenue sources)
 - c. Law enforcement and criminal justice
 - d. Modernizing the Public Records Act
 - e. Transportation, transit, and freight mobility policy and funding
 - f. Higher education: WSU-Everett/University Center, WSU Medical School, community college and workforce training
 - g. Specific funding and earmark requests
 - h. Aerospace and advanced manufacturing
 - i. Utilities/water supply/stormwater
 - j. Economic development and infrastructure
 - k. Land-use/GMA, housing, energy, hazardous site cleanup and the environment.

- Assist the City with:

- a. Advocacy of its annual state Legislative Agenda
 - b. Development of legislative strategy
 - c. Communication of City positions
 - d. Establishment of relationships on behalf of the City with lawmakers, key appointed officials, legislative staff, state agency officials and staff, and special interest groups.
 - e. Regulatory issues as needed and as they arise
- Ensure that policy implications of pending legislation, initiatives and ballot measures, regulations, analysis, studies and proposals are fully researched, critically assessed, and responded to in a timely manner.
 - Ensure that working relationships between City and state legislative, executive and agency staffs are established, nurtured and maintained.
 - Coordinate efforts and collaborate with the state legislators, legislative committees, the Governor's Office, State agencies, AWC, PSRC, Sound Transit, Community Transit and local government coalitions, alliances and partnerships on matters of mutual concern.
 - Regarding higher education access and expansion, coordinate with legislative leadership, the Governor's Office, Washington State University, Everett Community College, other higher education officials, local higher education interest groups, and the City's advisors.
 - Assist with interim activities, strategies, and issues management to achieve legislative objectives; attend interim meetings of legislative committees, boards, task forces, state agency Work Groups, AWC, PSRC, and related organizations and committees such as SCCIT.
 - Participate in regular and ongoing discussions with the Mayor/City Council, department heads/senior directors to determine areas of legislative impact upon the City, funding initiatives for City projects; and frame recommendations for legislative action;
 - Maintain and initiate regular contact with state legislators, officials, and staff;
 - Prepare weekly reports during session on status of City agenda items, as well as overall legislative and funding issues impacting City.

At the regional level -

Assist City as needed with regional affairs issues, which could include but are not limited to: Snohomish County government; Sound Transit; Community Transit; Puget Sound Regional Council; Washington Water Policy Alliance; Washington Water Utility Council; DOE Water Resource Advisory Committee; Joint Transportation Committee; Ports; City-Tulalip Tribes Joint Water Pipeline Board; SCCIT; Farmhouse Gang; Managers/Administrators Group (Snohomish County); Washington Military Alliance; Washington Aerospace Partnership; Washington Military Alliance; Economic Alliance Snohomish County; and other business associations, coalitions, partnerships, and interest groups.

At federal level –

- Assist as requested in the consideration of a congressional agenda and specific federal activities such as transportation funding, community-military relations and Homeland Security, Washington State University, the City-Tulalip Tribes Joint Water Pipeline Board and the National League of Cities, the U.S. Conference of Mayors and ad hoc interest groups, coalitions, and partnerships.
- Assist as requested in meetings with congressional delegation members, staffs and representatives.

REPORTING/SUPERVISION/ADMINISTRATIVE ASSISTANCE

Report to City's Executive Director of Governmental Affairs with regular check-ins and consultation as determined by that person. Administrative assistance will be provided to help with duties such as distributing pending legislation; e-mailing appropriate documents; etc.

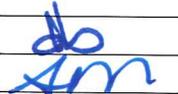
ATTENDANCE AT CITY MEETINGS

It is anticipated that Service Provider will need to attend certain meetings conducted by City that have impacts on, or are impacted by, state and federal legislative and/or regulatory matters.

PUBLIC DISCLOSURE REPORTING DUTIES

1. It will be Service Provider's responsibility to track his legislative hours, contacts, etc., in preparation for monthly reports with State Public Disclosure Commission.
2. Public disclosure compliance through reporting and transmission of state lobbying contacts by City employees – through quarterly L-5 forms and other mechanisms – will be responsibility of City.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:	_____	Consent	COUNCIL BILL #	_____
Amendment No. 3 to	<u>12.28.16</u>	Action	Originating Department	<u>Real Property</u>
Agreement for Purchase and	_____	First Reading	Contact Person	<u>Mike Palacios</u>
Sale of Real Property, in	_____	Second Reading	Phone Number	<u>Tom Hingson</u>
substantially the form provided	_____	Third Reading	FOR AGENDA OF	<u>425-257-8938</u>
	<u>12.21.16</u>	Public Hearing		<u>425-257-8939</u>
		Briefing		<u>December 21, 2016</u>
			Initialed by:	<u>December 28, 2016</u>
			Department Head	_____
			CAA	
			Council President	_____

<u>Location</u>	<u>Preceding Actions</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3600 Smith Avenue	Purchase and Sale Agreement (6/29/16)	Amendment	Real Property, Transit Legal, Administration

Amount Budgeted	\$4,000,000.00 plus closing	
Expenditure Required	\$4,000,000.00 plus closing	Account Number(s): Fund 425
Budget Remaining		
Additional Required		

DETAILED SUMMARY STATEMENT:

On June 29, 2016, Council approved the purchase and sale agreement for the acquisition of the former Smith Street Mill site located at 3600 Smith Avenue, which is adjacent to and immediately south of the Everett Station. The site will be used for Transit operations with initial use as bus parking, allowing Transit to discontinue leasing space at 2911 California Avenue. The site will also provide a potential placeholder for the City to meet its obligation to Sound Transit for a future 100-space parking lot for Everett Station.

The attached draft amendment contains revisions to the purchase and sale agreement. The revisions will be addressed at the Council briefing on December 21, 2016. Council will also be provided with an updated amendment at the briefing.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 3 to Agreement for Purchase and Sale of Real Property, in substantially the form provided.

AMENDMENT NO. 3

AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

This Amendment No. 3 to the Agreement of Purchase and Sale of Real Property (this "**Amendment**") is dated for reference purposes December 16, 2016, by and between the CITY OF EVERETT, a municipal corporation ("**Buyer**" or "**City**"), and SSLM PROPERTIES, LLC, a Washington limited liability company ("**Seller**").

RECITALS

A. Buyer and Seller are parties to the Agreement of Purchase and Sale of Real Property dated on or about July 26, 2016, as amended by Amendment No. 1 dated October 10, 2016, and by Amendment No. 2 dated November 30, 2016 (as amended, the "**Agreement**").

B. As set forth in this Amendment, the Buyer agrees that the Inspection Period contingency is satisfied.

The Seller and Buyer agree as follows:

1. Inspection Period. The Inspection Period contingency is satisfied.
2. Purchase Price. Section 2.2 is replaced with the following:

2.2 Purchase Price. The total purchase price for the property (the "**Purchase Price**") shall be three million two hundred seventy eight thousand five hundred dollars (\$3,278,500.00), subject to the adjustments, if any, as provided for under this Agreement. For closing purposes, Seller and Buyer agree that no portion of the purchase price is allocated to personal property.

3. Environmental Escrow.

(a) Environmental Escrow. At Closing, \$200,000 of the Purchase Price shall remain in an escrow with the Title Company ("**Environmental Escrow**"). Any Title Company costs for the administration of the Environmental Escrow will be paid from the Environmental Escrow.

(b) Definition of Eligible Remediation Work. "**Eligible Remediation Work**" refers to (i) the environmental remediation work to be done on the

Property described in the Memorandum by Geoenvironmental Engineers dated December 2, 2016, attached as Exhibit A to this Amendment and (ii) any other Property environmental remediation as may be discovered as necessary during such work.

Regardless of the foregoing, the parties agree that Eligible Remediation Work in no event ever includes any of the following: (1) importing, placement or compaction of backfill (estimated in Memorandum Table 1 as \$270,000); (2) construction of an asphalt cap (estimated in Memorandum Table 1 as \$17,500); or (3) consultant costs for preparation of the Remedial Investigation, Feasibility Study and Cleanup Action Plan (estimated in Memorandum Table 1 as \$98,000).

(c) Withdrawal from Environmental Escrow. If Buyer incurs costs for Eligible Remediation Work (which may include without limitation costs of Buyer staff time, contractor costs and consultant costs, all in accordance with Buyer's usual procurement and contracting processes) in excess of \$721,500, then Buyer may deliver Environmental Escrow withdrawal requests to the Title Company for such excess in the following form:

The City hereby requests \$_____ from the Environmental Escrow established under the Agreement for Purchase and Sale of Real Property dated _____ between the City of Everett and SSLM Properties, LLC.

Upon Title Company receipt of such a withdrawal request, the Seller and Buyer hereby irrevocably instruct the Title Company to deliver the requested funds to Buyer. Seller waives any right to object to the Title Company's delivery of such payment to City; however, Seller does not waive any right it may have to bring an action in Snohomish County Superior Court contesting Buyer's entitlement to such payment and Buyer's right to retain such payment. In order to be effective, a Environmental Escrow withdrawal request must be delivered to the Title Company no later than November 30, 2017. The Buyer shall provide Seller reasonable back-up documentation for all Eligible Remediation Work promptly upon written request from Seller.

(d) Closing of Environmental Escrow Except for funds subject to a duly delivered Environmental Escrow withdrawal request, Seller and Buyer hereby irrevocably instruct the Title Company to deliver to Seller all funds remaining in the Environmental Escrow as of December 15, 2017.

3. No Other Changes/Counterparts. Except as amended by this Amendment, the Agreement remains in full force and effect. Capitalized terms have the same meaning as in the Agreement. This Amendment may be executed by with counterparts and/or by pdf signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the dates below their respective signatures.

BUYER:

CITY OF EVERETT,
a Washington municipal corporation

By: _____
Name: Ray Stephanson
Title: Mayor

Approved as to form:

Attest:

City Attorney

City Clerk

SELLER:

SSLM PROPERTIES, LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

GEOENGINEERS MEMORANDUM

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Lease with Congressman Rick Larsen for office space in the Wall Street Building	<input type="checkbox"/>	Briefing	COUNCIL BILL #	
	<input type="checkbox"/>	Proposed Action	Originating Department	Facilities/Real Property
	<input type="checkbox"/>	Consent	Contact Person	Barbara Hardman
	<input checked="" type="checkbox"/>	Action	Phone Number	425-257-7294
	<input type="checkbox"/>	First Reading	FOR AGENDA OF	December 28, 2016
	<input type="checkbox"/>	Second Reading		
	<input type="checkbox"/>	Third Reading		
	<input type="checkbox"/>	Public Hearing		
	<input type="checkbox"/>	Budget Advisory	Initialed by:	
			Department Head	
		CAA		
		Council President		

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
2930 Wetmore Avenue	12/27/00 Initial Lease Agreement, Subsequent bi annual renewals, 01/03/15 most recent renewal	District Office Lease	Legal, Facilities

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

DETAILED SUMMARY STATEMENT:

On December 27, 2000 the City Council approved a 2-year lease with Congressman Rick Larsen to lease 1,980 square feet of office space on the 9th floor of the Wall Street Building located at 2930 Wetmore Avenue and two parking spaces. The initial lease term ended January 2, 2003.

Subsequent lease agreements commenced at two-year intervals each January 3rd of 2003, 2005, 2007, 2009, 2011, 2013, and 2015 expiring on January 2nd coinciding with the Lessee's congressional terms.

The proposed lease commences on January 3, 2017 and expires on January 2, 2019 with a renegotiated rent increase to \$4,229 per month to reflect market rent for the office space and parking.

RECOMMENDATION

Authorize the Mayor to sign the lease with Congressman Rick Larsen for office space in the Wall Street Building.

DISTRICT OFFICE LEASE

**CITY OF EVERETT
WALL STREET BUILDING**

This Lease is made this ___ day of _____, 2016 between the City of Everett, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "Lessor", and Congressman Rick Larsen, hereinafter referred to as "Lessee".

WITNESS

1. PREMISES. The Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises commonly known as Suite 901, (hereinafter called "Premises"), being situated in the Wall Street Building located at 2930 Wetmore Avenue, Everett, Washington legally described as:

All of Lots 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and Lot 28 EXCEPT Beginning at a point 2 inches South of the Northeast corner of said Lot 28, thence North to said Northeast corner; thence West along the North line of said Lot 28 to the Northwest corner thereof; thence South along the West line of said lot, 6 inches; thence Easterly in a straight line to the Point of Beginning; all in Block 683, Replat of Block 683, Plat of Everett, according to the plat thereof recorded in Volume 4 of Plats, page 49, records of the Auditor, of the County of Snohomish, State of Washington,

together with rights of ingress and egress over common areas incorporated herein by this reference, which premises are approximately 1,980 leasable square feet in size and are referred to herein as the "Premises". Further, Lessor agrees to provide Lessee parking as provided in Exhibit A which is attached hereto and incorporated herein by reference.

2. TERM. The term of this lease shall be for two (2) years and commence on January 3, 2017, and end at midnight January 2, 2019.

3. RENT. Lessee leases said Premises for said period and agrees to pay a monthly rental in the amount of \$4,229.00. (The monthly rent is based on an annual rate of \$24.97 per square foot for 1,980 rented square feet and an annual charge of \$1,320.00 for parking.) The rent is due in arrears on or before the end of each month during the term of this lease to:

Treasurer
City of Everett
2930 Wetmore
Everett, WA 98201

or such other place as the Lessor may from time to time designate in writing. All rent payments must be made without deduction or offset.

4. USE. The Lessee will use and occupy said Premises for general office use. Lessee agrees that in the operation of the business to be conducted on said Premises and in any occupancy thereof Lessee shall comply with the laws, rules and regulations of the governments

of the United States, State of Washington, Snohomish County and City of Everett. Lessee agrees to maintain the Premises in good condition and repair throughout the term of the lease. Lessee agrees not to use any machinery or equipment in the Premises which might be injurious to the building or which might cause noise or vibration which would be objectionable to other tenants. Upon termination of the lease, Lessee shall quit and surrender the Premises in as good a state and condition as reasonable use and wear and tear thereof permit, damage by the elements or other actions not caused by Lessee or its employees, agents, customers or invitees excepted.

5. ALTERATIONS AND FIXTURES. Lessee has accepted the Premises in their present condition, (as-is) After prior written consent of Lessor, Lessee may make alterations, and additions in said Premises, at Lessee's sole cost and expense. Lessee shall submit to the Administrative Counsel for the CAO all plans for any such alterations or additions before undertaking any alterations or additions to the Premises. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules, and regulations of any proper public authority. Upon termination of this Lease, if Lessor elects to not retain Lessee's alterations Lessee shall remove such alterations installed by Lessee and restore the Premises to its original condition not later than the termination date, at Lessee's sole cost and expense. Any such alterations not so removed shall be removed at Lessee's expense including the cost to repair any damage caused by such removal. All alterations made to the Premises by either the Lessor or Lessee shall become part of the building and shall remain on the Premises at the option of the Lessor without compensation to the Lessee.

6. LIENS. In the event the Premises shall at any time during the term of this lease become subject to any suit brought to enforce a lien or any statement or claim of lien filed to enforce a lien resulting from the furnishing of materials or labor to Lessee on the Premises, Lessee may contest such lien by legal proceedings but shall, in any event, cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefore of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to Lessor.

7. SUBLETTING AND ASSIGNMENT. Lessee shall not sublet the whole or any part of said Premises, nor assign this lease, or any part thereof, without the written consent of Lessor which consent shall not be unreasonably withheld. If consent is once given by Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred from afterward refusing to consent any further assignment. This lease shall not be assignable by operation of law.

Any assignment made by Lessee shall not become effective until the assignee, in writing, shall assume this lease and agree to perform and be bound by all of the obligations of Lessee accruing under this lease from and after the date of such assignment. In the event of such an assignment and assumption, Lessor shall remain bound by all of the obligations of Lessor accruing under this lease and, regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. Acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

In the event of a permitted assignment of this Lease, Lessor, without having advice from the Lessee to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Lessor only upon the joint written request of both Lessee and Lessor's Assignee at the time of submitting said assignment to Lessor for its consent.

8. CASUALTY REBUILDING CONDEMNATION. In the event the building of which the Premises are a part shall be destroyed or damaged by fire or other causes (and regardless of the extent of the damage to the Premises) to such an extent that the Lessor shall decide to discontinue the operation of the building as an office building, which decision shall be communicated to Lessee within thirty (30) days after such damage or destruction, then this lease shall be terminated as of the date of such damage or destruction. In the event of damage to the Premises by fire or other causes, other than under the circumstances described in the preceding sentence, Lessor shall repair the Premises within a reasonable time and as quickly as circumstances will permit upon the same plan as immediately before the damage or destruction. Until the Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Premises shall have been restored to the same condition as they were before such damage or destruction.

In the event that the Premises are not usable as contemplated in this agreement for over 180 days due to the damage, Lessee shall have the right to terminate the lease.

If the property or any part thereof wherein the Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Lessor shall forthwith terminate and Lessee shall have no claim or interest in or to any award of damages for such taking.

9. WAIVER OF SUBROGATION. Lessor and Lessee each mutually release the other from every right, claim and demand which may hereafter arise in favor of either arising out of or in connection with any loss occasioned by fire and such other perils as are included in the provisions of the normal extended coverage clauses of fire insurance policies, and do hereby waive all rights of subrogation in favor of insurance carriers arising out of any such losses and sustained by either the Lessor or the Lessee in or to the Premises or any property therein. Provided, however, that if at any time either Lessor or Lessee can obtain a waiver of subrogation clause only for an additional premium, such clause shall be obtained only if the party in whose favor it runs pays such additional premium. If such waiver of subrogation can be obtained only for an additional premium by either Lessor or Lessee, and either party elects not to obtain a waiver of subrogation, this entire clause shall be null and void.

10. NOTICES. All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given Lessor, may be addressed to Lessor at:

Mayor of Everett
City of Everett
2930 Wetmore
Everett, WA 98201

Real Property Manager
City of Everett
3200 Cedar Ave.
Everett, WA 98201

City Clerk
City of Everett
2930 Wetmore
Everett, WA 98201

or if to be given Lessee, may be addressed to Lessee at the following address(es):

Congressman Rick Larsen
Wall Street Building Suite 901
2930 Wetmore Ave
Everett, WA 98201

11. SERVICES. Lessor agrees to provide the Premises with electricity, water, sewer, heat and air conditioning Monday through Friday, 6:00 AM to 6:00 PM, and janitorial and garbage services Monday through Friday.

Lessor shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of such service beyond Lessors reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Lessor's reasonable control shall be deemed an eviction of Lessee or shall release Lessee from any of Lessee's obligations hereunder.

12. ACCESS REPAIRS. No compensation shall be made to or claimed by the Lessee from the Lessor by reasons of inconvenience, annoyance or damage of any kind whatsoever arising from the making of repairs to or maintenance or alteration of the building or appurtenances of the Premises covered hereby. Lessor reserves the right to make repairs, alterations, connections or extensions when and where the same may be deemed by the Lessor to be necessary. However, any repairs, maintenance or alteration of the building or appurtenances shall not render the building unusable for the purposes of this lease because of any action arising from the making of the repairs, maintenance or alteration to the building or appurtenances. Nothing herein contained shall be construed as an agreement on the part of the Lessor to make any repair or alteration whatsoever. Lessee agrees to pay for all repairs, alterations, connections or extensions becoming necessary, in the reasonable opinion of Lessor, due to negligence of Lessee, its agents, employees, representatives.

13. SIGNS. Lessee shall have the right to place identifying signage on and about the Premises with consent of Lessor, subject to compliance with all applicable laws. This consent shall not be unreasonably withheld.

14. INSOLVENCY. In the event that the Lessee shall make an assignment for the benefit of creditors, or shall be adjudicated a bankrupt, or if a receiver is appointed for the Lessee or if the property of the Lessee upon the Premises shall be seized by any enforcement officer by reason of an attachment, execution or other process, Lessor shall have the option to terminate this lease.

15. DEFAULT - TERMINATION. If Lessee fails to observe or perform any term or condition of this lease, the Lessor may elect to deliver written notice to the Lessee as specified in section 12 above. After failure to cure a monetary default within ten (10) days after receiving notice or a non-monetary default within thirty (30) days after receiving notice, the Lessee shall be deemed to be in default. In the event of default and upon thirty (30) days written notice of termination to the Lessee in default, the Lessor may terminate this lease.

16. NO WAIVER OF COVENANTS. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. The acceptance by Lessor of rent with knowledge of the breach of any of the covenants of this lease by Lessee shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17. DELAYED POSSESSION. In the event of the inability of Lessor to deliver possession of the Premises for any reason whatsoever at the time of the commencement of the term of this lease, neither Lessor nor its agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified by in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession, and in the event that possession is delayed over ninety (90) days, Lessee shall have the right to terminate this lease.

18. HOLDING OVER. Any tenancy of the premises by Congressman Rick Larsen after the expiration of the term of this lease, shall be from month to month, and upon terms mutually acceptable to Lessor and Congressman Rick Larsen.

19. HEIRS. The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this lease permit, assigns of the parties hereto; and the words "Lessor" and "Lessee" and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

20. RULES. Lessee agrees to abide by the rules and regulations governing the operation of the building which may be made by Lessor from time to time, and will use reasonable methods to induce customers, clients and all persons invited by Lessee into said building to observe the same.

21. LEASE TAX. The leasehold interest of Lessee in the Premises is not subject to Leasehold Excise Tax (Chapter 82.29A RCW) and therefore is not required as a part of this lease agreement.

22. RECORDING. Lessee agrees that Lessor, at its sole option and at any time prior to the expiration of this lease, may file same or a Memorandum Form thereof for recording with the Director, Records and Elections, Snohomish County, Washington. If a Memorandum Form of the lease is filed for recording, Lessee agrees to execute and return same promptly upon receipt from Lessor.

23. TIME. Time is of the essence of this agreement.

24. HAZARDOUS MATERIAL. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor. Lessee's request for use of commercial products that may be considered Hazardous Materials shall include a listing of the products, their intended uses by Lessee, and the manufacturer's Material Safety Data Sheet for each product, as prepared in accordance with 29 CFR 1910.1200 (hazard communication). Lessee's request shall also include a statement that Lessee will handle, store, and dispose of the products in accordance with the manufacturers' Material Safety Data Sheets. Lessor shall not unreasonably withhold consent as long as Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material, brought upon or used or kept in or about the Premises.

Without limiting the previous portions of this Section, if the presence of any Hazardous Material on the Premises caused or permitted by Lessee results in any contamination of the premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. Provided, however, Lessor's approval of such actions shall first be obtained. Lessor's approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

If the Lessee spills, releases, or disposes of any Hazardous Material in the Premises, Lessor may, at Lessor's sole option, declare Lessee in default.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Washington, or the United States Government.

All portions of this Hazardous Material Section shall survive the expiration or early termination of this lease for a period of 2 years.

25. PRIORITY/ESTOPPEL CERTIFICATES. Lessee agrees to execute any subordination or estoppel certificates which may be requested by Lessor within fifteen (15) days of their submission to Lessee. If the subordination or estoppel certificate notes or describes any outstanding dispute between the Lessor and Lessee, the certificate will not act as a waiver of the outstanding dispute.

26. NO BROKERS. Lessor and Lessee warrant to one another that neither has engaged a broker in connection with this Lease.

27. INSPECTION AND RIGHT-OF-ENTRY. Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right, but not the duty, to immediately enter upon the Premises to remedy any violation caused by Lessee's failure to comply notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

28. COSTS AND ATTORNEY'S FEES. If, by reason of any default or breach on the part of the Lessee in the performance of any of the provisions of this Lease, it becomes necessary for Lessor to institute legal action as a result of the breach or default, then the Lessee agrees to pay all reasonable costs and attorney's fees incurred by the Lessor in connection therewith.

29. CAPTIONS. The Captions in this lease are for convenience only and do not in any way limit or amplify the provisions of this lease.

30. ENTIRE AGREEMENT. This Lease and the District Office Lease Attachment represents the entire agreement between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

31. SEVERABILITY. If any provision of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, the remainder of this Lease and any other application of such provision shall not be affected thereby.

32. INSOLVENCY. If Lessee shall file a Petition in Bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, the Lessor may, at its option, terminate this Lease.

33. BINDING EFFECT. This Lease shall be binding upon the parties hereto and upon their respective representatives, successors and assign.

34. VENUE. This Lease shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Lease shall be in Snohomish County, Washington.

Exhibit A - Parking Agreement

The City of Everett (Lessor) agrees to provide parking to Congressman Larsen (Lessee) at the locations and rates listed below:

- 1 stall located in the Wall Street Building garage at \$65.00 per month.
- 1 stall located adjacent to the Wall Street Building at \$45.00 per month.

These rates are included in the rent required to be paid by Lessor as provided in Section 3 of the lease. These rates shall be effective as of January 3, 2017.

District Office Lease Attachment

(Page 2 of 5 – 115th Congress)

SECTION B

(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment
(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

- 25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Everett

Print Name of Lessor/Landlord

Congressman Rick Larsen

Print Name of Lessee

By: Barb Hardman

Lessor Signature

Lessee Signature

Name: Barbara Hardman
Title: Real Property
Project Coordinator

12/13/2016

Date

Date

From the Member's Office, who is the point of contact for questions?
Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form

Save Form

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Inmate Housing Agreement Addendum

This Agreement Addendum is made and entered into between the **CITY OF EVERETT**, a municipal corporation with its principal offices at 2930 Wetmore, Everett, WA 98201 and **YAKIMA COUNTY DEPT. OF CORRECTIONS** located at 111 North Front Street, Yakima WA 98901.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Inmate Housing Agreement executed on November 25th, 2014 shall be amended as follows:

1. Section 26: **Duration of Agreement** shall be amended effective January 1, 2017 through December 31, 2017. This agreement is subject to earlier termination as provided under Section 30 of the original agreement and may be renewed for successive periods by written addendum under such terms and conditions as the parties determine.
2. **Compensation (BED RATES):** In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 – above	\$51.20
126-150	\$52.20
101-125	\$53.20
76-100	\$54.20
51-75	\$55.20
26-50	\$56.20
0-25	\$57.20

Except as expressly provided in this Agreement Addendum, all other terms and conditions of the original agreement shall remain in full force and effect.

Executed this _____ day of _____ 2016.

City of Everett

ATTEST:

City Mayor/Manager

By: City Clerk

Approved as to Form:

City Attorney

Yakima Board of County Commissioners

Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

ATTEST:

Tiera Girard, Clerk of the Board

Approved as to Form:

Senior Deputy Prosecuting Attorney

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

November 2016 – September 2017 United States Department of Justice, Marshals Service, Obligation Agreement for Cost Reimbursement regarding Joint Law Enforcement Operations

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

COUNCIL BILL #
 Originating Department
 Contact Person
 Phone Number
 FOR AGENDA OF

Police
 D/C Jim Lever
 425-257-8418
 December 28, 2016

Initialed by:
 Department Head
 CAA
 Council President



Location

Preceding Action

Attachments

Department(s) Approval

Obligation for Cost Reimbursement Agreement, MOU

Legal, Police

Amount Budgeted	\$	
Expenditure Required	\$10,000	Account Number(s):
Budget Remaining	-0-	
Additional Required	\$10,000	

DETAILED SUMMARY STATEMENT:

The United States Department of Justice, Marshals Service (USMS) is providing funding to the City of Everett Police Department to conduct and participate in joint law enforcement operations by cooperating in a comprehensive law enforcement effort to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime. To assist in meeting the goals of the joint task force effort, USMS has set forth permissible expenses to be reimbursed upon request under this agreement which may include overtime relating to Everett Police Department officers, investigative equipment, travel, and training during the program timeframe of November 10, 2016 through September 30, 2017. The maximum total amount for authorized reimbursement pursuant to the Agreement is \$10,000.00.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign all necessary documents and agreements with the United States Department of Justice, Marshals Service regarding the November 2016 through September 2017 Obligation Agreement and acceptance of the \$10,000.00 for cost reimbursement regarding Joint Law Enforcement Operations.

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-17-D86-O-000047

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Everett Police Department

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

November 10, 2016 to September 30, 2017

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2017	D86	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$10,000.00
Total Obligation Amount:					\$10,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Funds provided for the reimbursement of Task Force Officer overtime associated with Joint Law Enforcement Operations (JLEO) pursuant to the Memorandum of Understanding between agencies.

Maxium per task force officer: \$17,753.00 per fiscal year.

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

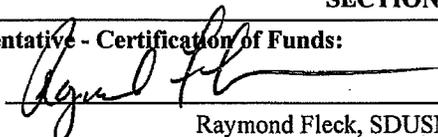
Name: Kayla Celaya, ACDUSM
Phone: 206-370-8603
E-mail: Kayla.Celaya@usdoj.gov

STATE/LOCAL CONTACT:

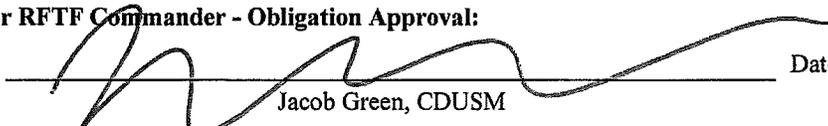
Name: Captain Rod Sniffen
Phone: 425-257-8568
E-mail: rsniffen@everettwa.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature:  Date: 12/08/2016
Raymond Fleck, SDUSM / Acting AO

Chief Deputy or RFTF Commander - Obligation Approval:

Signature:  Date: 12/09/2016
Jacob Green, CDUSM

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____
[Type Name and Title]

COPY

**United States Marshals Service
Violent Offender Task Force -- Memorandum of Understanding**

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
EVERETT POLICE DEPARTMENT

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

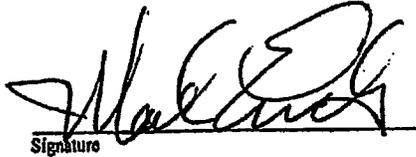
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: WESTERN DISTRICT OF WASHINGTON

United States Marshal:

Mark Ericks

Print Name



Signature

01-14-13

Date

Participant Agency:

Name: EVERETT POLICE DEPARTMENT

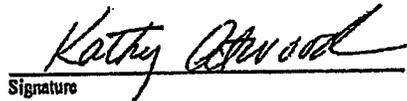
Location (City & State): EVERETT, WA.

Phone: 425-257-8400

Participant Agency Representative:

Kathy Atwood, Chief

Print Name & Title



Signature

12/14/12

Date

Assistant Director, Investigative Operations Division:

William D. Snelson

Print Name



Signature

1/23/13

Date

AGREED:

CITY OF EVERETT, WASHINGTON

By: Ray Stephanson
Ray Stephanson, Mayor

Date: 1-7-2013

ATTEST

Sharon Fuller
Sharon Fuller, City Clerk

Date: 1-7-2013

APPROVED AS TO FORM:

James D. Iles
James D. Iles, City Attorney

Date: 1/2/14

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Washington State Parks &
Recreation Commission
Commercial Use
Permit/Temporary Vendor
Permit & Application for
recreation day trips in
Washington State parks

_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing

COUNCIL BILL # _____
Originating Department Parks
Contact Person Lori Cummings
Phone Number 425-257-8353
FOR AGENDA OF December 28, 2016

Initialed by:
Department Head
CAA
Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Agreement	<u>Department(s) Approval</u> Parks, Legal, Administration
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

City Council is requested to authorize the Mayor to sign a Commercial Use Permit/Temporary Vendor Permit & Application with the Washington State Parks & Recreation Commission. This agreement will allow the Parks and Recreation Department to continue to provide recreation day trips in Washington State parks. The agreement contains indemnification language.

The department has operated under a Commercial Use Permit with the Washington State Parks & Recreation Commission since 2001. Indemnification language was added to the 2017 application for the first time.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Washington State Parks & Recreation Commission Commercial Use Permit/Temporary Vendor Permit & Application for recreation day trips in Washington State parks.



WASHINGTON STATE PARKS & RECREATION COMMISSION

Commercial Use Permit / Temporary Vendor Permit & Application

Office Use Only:
 Permit No. _____
 Annual Vendor
 Vendor Dates: _____

A non-refundable \$50 permit fee and proof of insurance must accompany this application. Permit may take up to 30 days to process. Business activity cannot take place until approved CUP is returned by State Parks and received by applicant.

1. Business Information			
Business Name Everett Parks and Recreation	Doing Business As (DBA)	UBI or Business License Number (required) 91-6001248	
2. Contact Information			
Contact Person/Title Jane Lewis, Recreation Supervisor		Field Contact (if different)	
Mailing Address 802 E Mukilteo Blvd	City Everett	State WA	Zip 98203
E-Mail Address jlewis@everettwa.gov	Business Telephone Number: 425-257-8369	Cell Phone Number: 425-879-2952	
3. Activities Depending on activity, additional terms and conditions may apply			
Please list activities that will be conducted. Attach additional sheet for itineraries, trips, maps, etc. (example: bicycle tours with detailed itineraries). Snowshoeing trips, XC skiing trips, Walking and Hiking, All are day trips and we will be on the property a total of 2-6 hours per trip, with approximately 8-11 people per trip.			
How many times per year will this activity take place? Approximately 6-10 times, total all trips combined.			
4. Parks Washington State Parks has the right to limit use or forbid certain activities from taking place at specific parks.			
Please list park(s) where activity will take place: Lake Wenatchee, Iron Horse, Deception Pass, Tiger Mountain, Dagualla, Federation Forest, Fort Ebey, Olallie, Wallace Falls, Camano, Cama Beach, Palouse Falls, Larravee, Ginko.			
5. Temporary Vendors This section applies only to temporary vendors participating with a special event.			
Dates of Event	Items for sale	Will alcoholic beverages be sold? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, additional terms will apply.			

Permittee Acknowledgment: I attest that the information submitted on this form and any attachments are true, complete, and accurate to the best of my knowledge. By signing this form, the permittee, its agents and employees agree to conduct the authorized activities under this permit in accordance with the attached terms and conditions and any special terms that are incorporated upon the issuance of this permit. Any violation of the terms and conditions or false information presented may be grounds for revocation of this permit.

Signature of Permittee

Date

Office Use Only:

Approved Approved with Changes Additional Terms Denied

Accounting		
Date:	CI# or CC#	Amount Paid:
End of Season:		

Signature of Authorized State Representative
P&R O-341 (11/2016)

Date of Issuance

Commercial Use Permit / Application

TERMS AND CONDITIONS

1. **Term; termination.** This permit is good for one calendar year or date shown on face of permit (box, upper right corner), unless terminated earlier as provided in this paragraph. This permit may be terminated at any time on written notice from State Parks to the Permittee in the event the Permittee violates any of these terms and conditions, or for any reason with thirty days written notice by either party. In the event of termination for violation of the terms and conditions of this permit, the Permittee shall forfeit any Permit fees, and may be denied issuance of future Permits at the discretion of State Parks. Granting and/or termination of this Permit by State Parks is a proprietary decision of State Parks in its management of public lands and real property interests, and does not constitute an "agency action" as defined in RCW 34.05.010.
2. **Fees – Annual Permit Holders.** For Profit Businesses: \$2 per person, per day, per park. Non-Profit Businesses: \$1 per person, per day, per park. Per-person charge shall include staff and clients.
3. **Fees – Temporary Vendors.** All temporary vendors shall only pay the permit fee. No per-person charge shall apply. Permit and fee are good only for dates shown on the face of this permit. A new application and permit fee is required for each event vendor will participate in.
4. **End of Season Report.** Permittee shall document all usage on an End of Season Usage Report and submit to State Parks no later than one month after activities have ended for the season. An annual CUP will not be issued for subsequent years until State Parks receives the End of Season Usage Report and payment fees for prior years. This report is due whether you conducted activities in a state park or not. Temporary vendors are excluded from this term.
5. **Business Transactions.** This permit does not authorize the permittee to solicit business, advertise, collect fees, or sell any goods or services on property owned or managed by State Parks. This includes, but is not limited to: receiving or exchanging money or compensation by barter, cash, credit card, or other financial instrument; entering into any contracts or rental agreements; soliciting for signatures, waivers, or hold harmless agreements from business customers. The Permittee shall make no representation to the public that Permittee is authorized to transact business on State Parks property by virtue of this Permit. Temporary vendors are excluded from this term.
6. **Advertising.** The Permittee shall display no signs, banners, or other advertisements for the purpose of soliciting business on property owned or managed by State Parks. Logos and signs painted or attached to vehicles are permissible, provided they are permanently affixed. The Permittee shall not distribute any brochures, flyers, or other promotional literature on property owned or managed by State Parks. Temporary vendors are excluded from this term.
7. **Non-Exclusive Use.** This permit shall not be construed as limiting the rights of State Parks to issue similar permits for the same or similar activities in the area covered by this permit. The Permittee shall have no exclusive rights or privileges to use State Parks owned or managed property, including parking spaces, staging areas, trail areas, picnic and kitchen shelters, campsites, docks, piers, floats, watercraft launching or water areas. Furthermore, the Permittee shall have no exclusive rights or privileges to conduct the given activity on State Parks owned or managed areas.
8. **Lawful Operations.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this authorization does not alleviate the necessity of the permittee to obtain all required local, state, and federal licenses, tags, permits, registrations, and certifications that are applicable to the permittee's activities. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
9. **Protection of Public Health, Safety, and Welfare.** The permittee shall exercise diligence in protecting the health, safety, and welfare of clients and the general public. Washington State Parks may require the permittee to submit copies of applicable industry standards and require the permittee to adhere to those standards.
10. **Natural Hazards:** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to advise all clients of the hazards. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
11. **Protection of Lands, Facilities, and Resources.** The commercial activity shall not damage, destroy, or diminish state property, natural amenities, or facilities except for normal wear and tear. No natural vegetation shall be cut, pruned, cleared, or altered and no soil disturbed without prior approval of State Parks. State Parks reserves the right to observe and inspect the area affected by the commercial activity and take whatever action it deems necessary to protect natural resources and people on the state property.
12. **Other Permits.** Permittee shall obtain and be in possession of all permits and licenses required for the permitted use including a copy of this approved Commercial Use Permit (or vehicle display CUP). Permittee and permittee's customers shall have a valid Discover Pass or day pass while parking on State Park owned or managed land. The permittee may also be required to obtain additional permits depending on the activity (Sno-Park Permit, Boat Launch Permit, photography permit).
13. **Insurance.** ~~Permittee is required to have general liability insurance with coverage limits not less than \$1,000,000 (one million dollars). The liability insurance policy must also list Washington State Parks and Recreation Commission as an additional insured and provide State Parks with a copy of the insurance certificate. Insurance must be valid for the term of the commercial use permit.~~ *See attached Letter of Sel. Ins.*

14. **Indemnity.** Permittee shall indemnify, hold harmless, and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for or on account and any and all legal actions or claims of character whatsoever resulting from any actual or alleged claims, losses, or lawsuits directly or indirectly resulting from use of State Parks owned or managed land.
15. **Report of Damage.** The permittee shall be liable for the repair of any damages to lands, facilities, or resources resulting from the activities of the permittee, his/her agents, employees, or clients.
16. **Geographic Limit/Private Property.** This permit is applicable only for the use of the park(s) designated on the permit. This permit is not applicable to lands not owned or managed by State Parks. Many state parks are bounded by private property and permission to use private property must be obtained in advance from the land owner. Use of private land without permission is trespassing.
17. **Report Abnormal Sightings.** The permittee agrees to notify park staff of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands.
18. **Governing Law, Venue.** This permit is governed by the laws of the state of Washington. Venue for any litigation arising out of or related to this permit shall be the Superior Court of Thurston County, Washington.
19. **Entire Agreement.** The permit, including these terms and conditions, is the entire agreement of the parties, and shall become final upon execution by State. It may not be modified except by mutual written agreement of the parties hereto or as otherwise provided herein.

WAC 352-32-330 – Commercial Recreation Providers – PERMITS

- 1) Commercial Recreation Providers are required to register and possess a commercial recreation provider permit in order to engage in commercial recreation use of state parks. Registration for commercial recreation provider permits requires completion of application forms, providing proof of insurance and paying the appropriate fees.
- 2) Except as provided in WAC 352-32-310, any violation of this section is an infraction under chapter 8.84 RCW.

APPROVED AS TO FORM ONLY:

OFFICE OF THE ATTORNEY GENERAL

By: Michael M. Young, AAG
Michael M. Young, AAG

November 14, 2016
Date



**CITY ATTORNEY'S
OFFICE**

LETTER OF SELF-INSURANCE

For Period: 12/31/2015 – 12/31/2016 *

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$1,250,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.

Christine Muth-Schulz
Christine Muth-Schulz
Risk Manager

* A Letter of Self-Insurance will be forwarded in January, for 2017.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement with Community
Transit for the Swift II BRT
Project

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Ryan Sass
Phone Number 425-257-8942
FOR AGENDA OF December 28, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Airport Road	Interlocal Agreement – Oct. 26, 2016	Proposed Agreement	Public Works

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

DETAILED SUMMARY STATEMENT:

Community Transit is in the final stages of securing funding for the Swift II BRT Project. The project will provide a high capacity transit system between the Boeing/Paine Field manufacturing center and the Canyon Park high tech job center and provide the benefits of greater capacity and increased levels of service.

As a condition of award of the funding, the Federal Transit Administration (FTA) requires Community Transit to have an agreement in place with the City to assure continued maintenance of the improvements within the public right of way funded by the FTA. A list of the locations is provided in Attachment A of the Agreement.

This Agreement is a replacement of the Interlocal Agreement that was authorized by City Council on October 26, 2016. This new agreement is required due to changes in the form initiated by the FTA.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Agreement with Community Transit for the Swift II BRT Project.

November 21, 2016

Mayor Ray Stephanson
City of Everett
2930 Wetmore Ave
Everett, WA 98201

Subject: Agreement, Community Transit Swift II BRT Project

Mayor Stephanson,

Community Transit is in the advanced stages of development for the Swift II BRT project, to provide high capacity transit between the Boeing/Paine Field manufacturing center and the Canyon Park high tech job center. Everett is an important partner in this project, as Swift II will provide significant multimodal capacity on Airport Road in the City and a much higher level of transit service to the Boeing/Paine Field Manufacturing and Industrial Center.

Swift II BRT has been successfully rated by the Federal Transit Administration (FTA) as eligible for Small Starts capital funding to construct the project. Community Transit is working toward final negotiation of a Small Starts Grant Agreement with FTA. A prerequisite to completion of the Small Starts process is securing Agreement from Everett providing assurance of continuing control and maintenance of properties and improvements funded by FTA.

Required points of Agreement between Community Transit and Everett for the Swift II BRT Project are:

1. Community Transit will acquire ROW for and complete construction of Swift II BRT Project corridor stations and associated intersection, lane, pedestrian, signal and stormwater improvements along Airport Road (Attachment A).
2. Upon completion of Swift II BRT Project construction, Community Transit will transfer ownership and maintenance of said ROW and roadway improvements (travel lanes, bus pullouts, sidewalks, traffic and pedestrian signals, stormwater improvements) to Everett.
3. Community Transit will own, operate and maintain Swift II BRT service and station amenities (shelters, benches, fare collection equipment, signage, garbage receptacles) within the Everett ROW.
4. Everett agrees to convey to CT, at no additional cost to CT, an easement or other equivalent property interest which provide for CT's perpetual right of use and occupation of the Everett ROW for the construction, operation, and maintenance of the Swift BRT II Project and of CT-owned improvements. Such conveyed property interest shall ensure that Everett's ROW uses shall not interfere with or diminish CT's use of the ROW for and operation of the Swift BRT II project.

5. Everett agrees to ensure that all improvements, constructed by CT but owned by Everett, shall be continually and perpetually maintained to serve the Swift BRT II Project and shall be continually available for the Swift BRT II Project, unless and until Federal interest in these improvements is extinguished with FTA approval.

6. Everett acknowledges that Community Transit is the recipient of Federal grants through the Federal Transit Administration (FTA). Pursuant to FTA grant requirements, Community Transit must demonstrate and retain continuing control of the use of these federally assisted properties, right-of-way acquisitions, and constructed improvements to the extent satisfactory to FTA as described in FTA Circular's on Grant Management Requirements (FTAC 5010.1D, as amended or revised). Everett agrees that it will not exercise any right permitted under this Agreement in a manner which compromises or otherwise diminishes Community Transit's satisfactory continuing control over the use of Swift BRT II Project property, equipment, and improvements. Satisfactory continuing control is defined as the legal assurance that Project property, or its functional equivalent, will remain available to be used for its originally authorized purpose, as described in the applicable FTA grants, throughout its useful life or until disposition. Everett acknowledges the Federal interest in Project property and agrees that it will take no action which compromises or otherwise diminishes such interest. Everett further agrees and acknowledges to that any incidental use or any use of income generated from Project property requires prior FTA approval.

Agreed to this ____ day of _____, 2016.

<u>Community Transit:</u> Emmett Heath Chief Executive Officer	<u>City of Everett:</u> Ray Stephanson Mayor
--	--

Attachments:

- A. Swift II BRT Project Everett ROW & Improvement Locations

Attachment A: Swift II BRT Project – Everett Ownership & FTA Continuing Control

This attachment summarizes Swift II BRT Project elements to be transferred to Everett ownership and requiring assurance to FTA of ongoing maintenance and continuing control.

Project elements to be owned and maintained by Everett include:

- Right-of-way
- Roadway, curb & gutter
- Sidewalk
- Traffic & Pedestrian Signals
- Stormwater systems

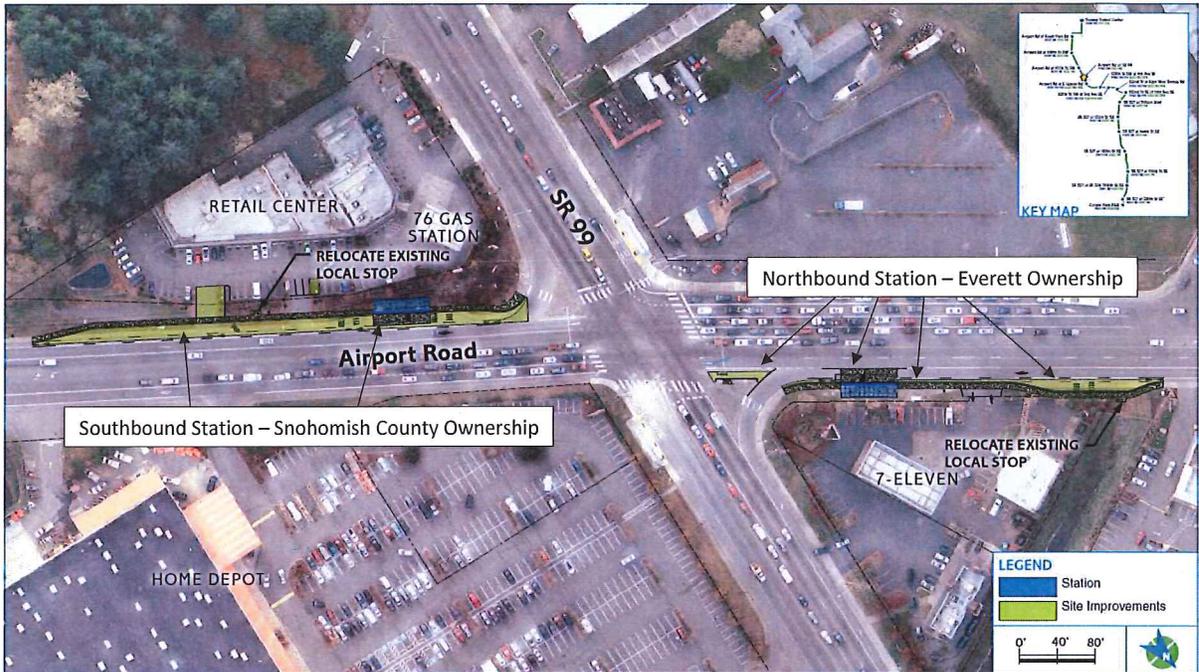
Elements shaded in green on the attached aerial map plans.

Location	Direction
Airport Rd at SR 99	Northbound
Airport Rd at 112 th St SW	Southbound
Airport Rd at 112 th St SW	Northbound
Airport Rd at Kasch Park Rd	Southbound
Airport Rd at Kasch Park Rd	Northbound

Project elements to be owned and maintained by Community Transit include:

Stations, including shelters, benches, garbage bins, railings, wind screens, ticket vending machines, ORCA card readers, information displays, iconic marker/sign, station pavement graphics/texture, curb bumpers.

Elements shaded in blue on the attached aerial map plans.



DATE: 10/18/16



communitytransit
Airport Road at SR 99



STATION #
 SB 3040
 &
 NB 3021



DATE: 10/18/16



Airport Road at 112th Street SW

LEGEND

- Station
- Site Improvements

0' 20' 40'



STATION #
SB 3039
&
NB 3020



DATE: 10/18/16



Airport Road at Kasch Park Road



STATION #
SB 3037
&
NB 3018

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Participation Agreement with
Snohomish County Public
Utility District No. 1 to accept
a \$51,817 energy efficiency
incentive rebate

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Ryan Sass
Phone Number 425-257-8942
FOR AGENDA OF December 28, 2016

Initialed by:
Department Head _____
CAA _____
Council President dlb
Am

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	PUD Work Authorization 8/12/15	Proposed Agreement	Public Works

Amount Budgeted	\$ 2,155,720	
Expenditure Required	-0-	Account Number(s): PW 3634
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This Participation Agreement will allow the City to receive a \$51,817 energy efficiency incentive rebate for converting the City's streetlight infrastructure to high-efficiency light emitting diode (LED) lighting.

On May 20, 2015, City Council authorized the Mayor to sign Interagency Agreements with the Washington State Department of Enterprise Services to enroll in an energy efficiency program to convert 2,300 of the City's streetlights to LED lighting. Then on July 22, 2015, Council authorized the Mayor to sign an Interagency Agreement with the Washington State Department of Commerce to accept a \$500,000 energy efficiency grant to provide partial funding of the conversion program, currently estimated to be \$2,155,720.

In addition to this \$51,817, the City has already received \$325,012 from Snohomish County Public Utility District No. 1 (PUD) in energy rebates. Current funding sources are:

Dept. of Commerce Grant	\$ 500,000
PUD rebates received	325,012
This Agreement	51,817
Local Funds (Loan Proceeds)	<u>1,278,891</u>
	\$ 2,155,720

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Participating Agreement with Snohomish County Public Utility District No. 1 to accept a \$51,817 energy efficiency incentive rebate.



Participation Agreement

For Energy Efficiency Projects in Commercial & Industrial Facilities

PUD Project ID: L4866A
PUD File ID: 0535
PUD Staff: Allison Grinczel

Using energy wisely is an easy way to reduce your operating expenses.

Facility & Project Information

Project Name	Facility Name	Facility Address
City of Everett - Street Lights, Phase II	City of Everett	3200 Cedar St, Everett, WA 98201

Energy Efficiency Project(s)	Est. Annual Energy Savings	Project Cost	Cost Type	PUD Incentive
Lighting Retrofit Project*	220,952 kWh/Yr	\$643,940.00	Total	\$51,817.00

* Please see attached Worksheets for Details

Important Dates

Complete/Sign This Form By:

~~11/18/16~~
~~12-23-16~~

Work Must Be Completed By:

02/28/17

Agreement Expires On:

03/31/17

Project Verification

Snohomish PUD will verify the scope of this project has been installed as Authorized. (On-site progress and/or post installation verification may be required)

APPROVED
By ST at 12:34 pm, Nov 15, 2016

PUD Approval

Project Payment (PLEASE select one option below. If funds are assigned to an Alternate Payee, Customer must Initial below)

Customer Receives PUD Rebate / Incentive Funding

City of Everett

Customer's Business Name (Must Match W-9)

Mailing Address for Incentive Funding
(if different than W-9 address)

Street Address

City State Zip Code

Customer Assigns PUD Rebate / Incentive Funding
(payment made to Alternate Payee - Contractor, Vendor, etc.)

Alt. Payee's Business Name (Must Match W-9)

OR

Assignment of Funds Agreement (if applicable)

Public Utility District No. 1 of Snohomish County ("PUD") is hereby authorized to pay the Alternate Payee, in the name of the Assignor (PUD Customer, Facility Owner, Owner's Rep.), the incentive payment due the Assignor for the project at the Facility identified above. I understand the Business Names entered must be identical to the information on the W-9 forms. I understand that I will be responsible to pay any additional balance due directly to the Alternate Payee. I understand that initialing this Assignment of Funds Agreement is entirely optional and will not affect my ability to participate in PUD Energy Efficiency Programs.

Customer Initial

Terms & Conditions

The Participant ("Customer") hereby applies for incentive payment from Public Utility District No. 1 of Snohomish County ("PUD") under its Commercial and Industrial Energy Efficiency Programs. Incentive payment will be made when the project satisfies the PUD's requirements. PUD reserves the right to change and/or terminate the program at any time.

The Customer:

- Certifies that project documentation used in developing this project accurately reflects existing conditions and project scope.
- Understands that projected energy and cost savings are estimates.
- Understands that the incentive payment will not exceed 100% of the actual total project cost.
- Will seek PUD approval prior to changes that may affect the savings and incentive amount. Any changes to incentive amounts are subject to available funding.
- Assumes full responsibility for equipment selection and installation, project management and payment of contractors and/or suppliers.
- Assumes full responsibility for the equipment to be disposed of and installed in accordance with all applicable federal, state and local laws, building codes and permitting requirements.
- Is responsible for payment of any federal, state or local taxes and any tax liability associated with Customer's receipt of PUD's incentive payment.
- Understands that the PUD will not be responsible for any income tax that may be imposed on the Customer as a result of the receipt of incentive payments.
- Agrees to provide all information required by PUD to evaluate and verify whether project complies with and meets PUD incentive payment requirements.
- Understands that the PUD may, during reasonable hours, verify the project at the site identified on this agreement before, during and/or after the installation of equipment for the sole purpose of verifying compliance with the performance obligations required by the PUD's Programs. The limited scope and purpose of any PUD verification is not intended to discover or report any defects, code violations or hazards of any kind. For that reason, the Customer should carefully inspect the performance of any equipment supplier and any contractor and/or request inspection by appropriate governmental agencies.
- Agrees to defend, indemnify and hold harmless PUD and its officials, officers, employees and agents from and against any and all losses, liabilities, damages, costs, expenses (including attorney's fees and expenses), claims, or judgments (individually and collectively referred to as "Claims") arising out of or in connection with Customer's participation in this program, but nothing herein shall require Participant to indemnify PUD for that portion of any such Claims attributable to the negligent acts or omissions of PUD and its officials, officers, employees and agents.

By signing below, I certify that I have read, understand, and agree to the terms and conditions above.

Authorized Signature

Date

Print Name

Title



Lighting Input Form

For Energy Efficiency Projects in Commercial & Industrial Facilities

Using energy wisely is an easy way to reduce your operating expenses.

Date: 10/17/16

PUD Project ID: L4866A

PUD File ID: 0535

PUD Staff: Allison Grinczel

Form Completed By: Allison Grinczel

APPROVED
By ST at 12:24 pm, Nov 15, 2016

City of Everett

3200 Cedar St, Everett, WA 98201

Facility Type: Other

Facility Sq Ft: n/a

Light Fixture Input

Line #	Location (Area/Room)	Heat Source	Hrs/Yr	Exist:	Lighting Technology	Fixture Type	# of Fixtures	# of Lamps / Fixture	Lamp Wattage	Ballast Type	Watts / Fixture	Description / Notes (ID, Fixture, Ballast, Lamp Model #)	Product Listed?	Retrofit Type	Rebate / (Fixt.) or (Lamp)	Maximum Rebate Amount
1	200 Cobras	None	4,380	Exist:	High Pressure Sodium	Pole	16	1	200W	Mag	245.0	Leotek GC1-40F-MV-NW-3	DLC	NF	\$175/ea (Fixt.)	\$2,800
				Prop:	LED Fixt / Kit	Pole	16			93.0						
2	250 Cobras	None	4,380	Exist:	High Pressure Sodium	Pole	32	1	250W	Mag	295.0	Leotek GC1-60F-MV-NW-3	DLC	NF	\$175/ea (Fixt.)	\$5,600
				Prop:	LED Fixt / Kit	Pole	32			103.0						
3	400 Cobras	None	4,380	Exist:	High Pressure Sodium	Pole	26	1	400W	Mag	457.0	Leotek GC1-80F-MV-NW-3	DLC	NF	\$275/ea (Fixt.)	\$7,150
				Prop:	LED Fixt / Kit	Pole	26			182.0						
4	G1A,B Decorative Cyclone	None	4,380	Exist:	High Pressure Sodium	Other	300	1	100W	Mag	120.0	Cylone# CG21T4-AGAF-SKY-3-50W 4K	LDL	NF	\$75/ea (Fixt.)	\$22,500
				Prop:	LED Fixt / Kit	Other	300			58.2						
5	G3 Decorative Cyclone	None	4,380	Exist:	High Pressure Sodium	Other	56	1	100W	Mag	120.0	Cylone# CG21T4-AGAF-SKY-3-50W 4K	LDL	NF	\$75/ea (Fixt.)	\$4,200
				Prop:	LED Fixt / Kit	Other	56			58.2						
6	Wallpacks	None	4,380	Exist:	High Pressure Sodium	Wall Pack	61	1	100W	Mag	120.0	IPL WPCS-40WLED	DLC	NF	\$75/ea (Fixt.)	\$4,575
				Prop:	LED Fixt / Kit	Wall Pack	61			42.4						
7	Canopy	None	4,380	Exist:	High Pressure Sodium	Other	104	1	100W	Mag	120.0	Canopy Satco S9393	LDL	L-HID	\$48/ea (Fixt.)	\$4,992
				Prop:	LED Lamp	Other	104			43.2W	43.2					
Total:															\$51,817	

Lighting Controls Input

Line #	(From Table Above)	Fixture Input Line #	Control Type	% Hours Reduced	# of Fixtures Controlled	# of Fixtures Remaining (Non-Controlled)	Wattage Controlled / Fixture	Description / Notes (Other Control Type, Explanation of % Reduction)	Controls Rebate / Fixture	Controls Rebate Amount
A	Fixture Input Line# →									
B	Fixture Input Line# →									
Total:										

Cost Information:						
Fixture Material Cost	Labor Cost	Misc. Cost (permit, etc.)	Subtotal	Tax Rate	Total Material Cost	or Total Bid Cost (incl. sales tax)
			-		-	\$643,940.00

Notes:

updated 11/15/16

Version 1.3 - Effective Date Feb. 19th, 2016

APPROVED
By ST at 12:34 pm, Nov 15, 2016



Date: 10/17/16

Lighting Retrofit Summary

For Energy Efficiency Projects in Commercial & Industrial Facilities

PUD Project ID: L4866A

PUD File ID: 0535

PUD Staff: Allison Grinczel

Form Completed By: Allison Grinczel

Using energy wisely is an easy way to reduce your operating expenses.

City of Everett

3200 Cedar St, Everett, WA 98201

Facility Type: Other

Facility Sq Ft: n/a

Estimated Electrical Energy Use & Proposed Savings

Existing Energy Use:	384,398 kWh/Yr
Savings from Lighting Retrofit:	220,952 kWh/Yr
Savings from Lighting Controls Upgrade:	
Total Electrical Energy Savings:	220,952 kWh/Yr
Proposed Energy Use:	163,445 kWh/Yr
% Savings:	57%
Electrical Demand / Load Reduction:	50.45 kW

Project Cost & Rebate

Total Bid Cost:	\$643,940.00
Cost Type:	Total
Bid Cost Averaged per Fixture:	\$1,082.25
Lighting Retrofit Rebate Amount:	\$51,817.00
Lighting Controls Upgrade Rebate Amount:	
Project Rebate Amount:	\$51,817.00
Rebate as a % of Total Bid Cost:	8%
Average Rebate Amount per Fixture:	\$87.09
Rebate Amount per kWh	\$0.23 / kWh

Customer's Project Economic Analysis

Cost per kWh (Elec. Demand):	\$0.04 / kWh (\$0.00 / kW)
Est. Annual Electrical Cost Savings:	\$8,838
Customer's Net Cost:	\$592,123
Simple Payback (w/out Rebate):	72.9 Years
Return on Investment (ROI) (w/out Rebate):	1%
Simple Payback (w/ Rebate):	67.0 Years
Return on Investment (ROI) (w/ Rebate):	1%

Project Lighting Controls Summary Table

	# of Fixtures Controlled	kW Load Controlled	kWh/Yr. Savings	Max Rebate Amount
Lighting Controls				
All Controlled Wattage Ranges				
Total				

Project Retrofit Summary Table

	# of Exst. Fixtures	# of Prop. Fixtures	kW Reduction	kWh/Yr. Savings	Max Rebate Amount
E. HID Lighting					
100W HPS → (1L) 43.2W LED Lamp	104	104	8.0	34,984	\$4,992
100W HPS → 42.43W LED Fixt / Kit	61	61	4.7	20,725	\$4,575
100W HPS → 58.2W LED Fixt / Kit	356	356	22.0	96,364	\$26,700
200W HPS → 93W LED Fixt / Kit	16	16	2.4	10,652	\$2,800
250W HPS → 103W LED Fixt / Kit	32	32	6.1	26,911	\$5,600
400W HPS → 182W LED Fixt / Kit	26	26	7.2	31,317	\$7,150
Total	595	595	50.4	220,952	\$51,817

APPROVED
By ST at 12:34 pm, Nov 15, 2016

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 11 to
Professional Services
Agreement with Perteet, Inc.
for the Riverfront Development
design and consulting services

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Tom Hood
Phone Number 425-257-8809
FOR AGENDA OF December 28, 2016

Initialed by:
Department Head _____
CAA db
Council President Am

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Riverfront Development	12/23/15 Approved Amendment No. 10	Amendment No. 11	Legal, Public Works

Amount Budgeted	\$3,718,134.00	
Expenditure Required	\$0	Account Number(s): RD 3314
Budget Remaining	\$40,419.05	
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

Amendment No. 11 to the Professional Services Agreement with Perteet, Inc. extends the completion date to December 31, 2017, with no additional funds required. This extension will continue the process of project design, permitting, and construction support services for projects identified as city obligations within the Riverfront Property Disposition Agreement.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 11 to the Professional Services Agreement with Perteet, Inc. to extend the completion date to December 31, 2017 for the Riverfront Development design and consulting services, at no additional cost to the City.

AMENDMENT NO. 11

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND PERTEET, INC.**

This Amendment No. 11 is dated for reference purposes December ____ 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Perteet, Inc. ("Contractor").

RECITALS

- A. The City and Contractor are parties to the Professional Services Agreement dated May 29, 2007, as amended, (the "Agreement"), with respect to the Riverfront Development. Under the Agreement, the Contractor provides design and consulting services related to the Riverfront Development.
- B. The City and the Contractor desire to amend the Agreement for the purpose of completion of Riverfront Development projects. This requires additional time for completion.

AGREEMENT

The City and Contractor agree as follows:

- 1. Modify Paragraph 3 "Time of Beginning and Completion of Performance" as follows: This Agreement shall commence as of the date of execution of this agreement and shall be completed by December 31, 2017.
- 2. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

PERTEET, INC.

By: _____
Ray Stephanson, Mayor

By: 
Typed/Printed Name: CRYSTAL L. DONNER
Position/Office: PRESIDENT

Date

12/9/16

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk
Date: _____

James D. Iles, City Attorney
Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 13 to
Professional Services
Agreement with MacLeod
Reckord for the Riverfront
Development

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Tom Hood
Phone Number 425-257-8809
FOR AGENDA OF December 28, 2016

Initialed by:
Department Head
CAA
Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Riverfront Development	12/23/2015 Approved Amendment No. 12	Amendment No. 13	Legal, Public Works

Amount Budgeted	\$3,676,270.00	
Expenditure Required	\$0	Account Number(s): RD 3650
Budget Remaining	\$222,586.63	
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

Amendment No. 13 to the Professional Services Agreement with MacLeod Reckord extends the completion date to December 31, 2017, with no additional funds required. This extension will continue the process of project design and permitting identified in the Riverfront Development Public Amenities and Wetland Enhancements Master Plan.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 13 to Professional Services Agreement with MacLeod Reckord to extend completion date to December 31, 2017 for the Riverfront Development, at no additional cost to the City.

AMENDMENT NO. 13

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND MACLEOD RECKORD**

This Amendment No. 13 is dated for reference purposes December ____ 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and MacLeod Reckord ("Contractor").

RECITALS

- A. The City and Contractor are parties to the Professional Services Agreement dated July 23, 2007, as amended, (the "Agreement"), with respect to the Riverfront Development. Under the Agreement, the Contractor provides design and consulting services related to public amenities projects.
- B. The City and the Contractor desire to amend the Agreement for the purpose of providing services for the design of a future City park. This requires additional time for completion.

AGREEMENT

The City and Contractor agree as follows:

- 1. Modify Paragraph 3 "Time of Beginning and Completion of Performance" as follows: This Agreement shall commence as of the date of execution of this agreement and shall be completed by December 31, 2017.
- 2. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

MACLEOD RECKORD

By: _____
Ray Stephanson, Mayor

By: 
Typed/Printed Name: Connie L. Reckord
Position/Office: Managing Member

Date

12/8/2016

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk
Date: _____

James D. Iles, City Attorney
Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 1 to the
Professional Services
Agreement with AECOM for
Design and Construction
Support Services for the Water
Filtration Plant Operations
Building Seismic Retrofit
Project

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Richard Hefti
Phone Number 425-257-7215
FOR AGENDA OF December 21, 2016

Initialed by:
Department Head _____
CAA dlb
Council President sm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Everett Water Filtration Plant	Professional Services Agreement	Amendment No. 1	Public Works

Amount Budgeted	\$1,000,000	
Expenditure Required	\$19,000	Account Number(s): UP 3600-1
Budget Remaining	\$793,600	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The “Water Filtration Plant Operations Building Seismic Retrofit” project’s contract with AECOM is set to end December 31, 2016. The project requires rebidding, which includes updating specifications and plans to reflect all addenda items, reissuing bidding documents and answering bidders’ requests for additional information. The additional work amounts to \$19,000, bringing the total revised compensation for this contract to \$204,400. The time extension provides for a December 31, 2017 completion date.

The budget remaining amount is determined by subtracting AECOM’s original contract (\$185,400), less advertising cost (\$2,000), and less Amendment No. 1’s cost (\$19,000).

RECOMMENDATION:

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with AECOM for the Design and Construction Support Services for the Water Filtration Plant Operations Building Seismic Retrofit project in an amount not to exceed \$204,400.

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND AECOM**

This Amendment No. 1 is dated for reference purposes _____, 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and AECOM ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated May 12, 2105 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of providing engineering design and construction services to complete the project.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:

Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed Two Hundred Four Thousand Four Hundred and No/100 dollars (\$204,400).

3. The Work is modified to add the following Work:

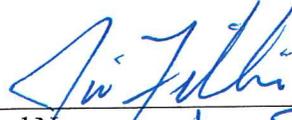
Modify construction related documents for Re-bidding, reissuing plans to include all addenda criteria, and answering Contractor questions during bidding.

4. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since May 12, 2015.
5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

AECOM

By: _____
Ray Stephanson, Mayor

Signature: 
Typed/Printed Name: Jim Ellis
Title: Assoc. V.P.

Date

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk
Date: _____

James D. Iles, City Attorney
Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment A to Public Works	_____	Briefing	COUNCIL BILL #	_____
Trust Fund Loan PC13-961-	_____	Proposed Action	Originating Department	Public Works
008 to facilitate funding of the	_____	Consent	Contact Person	Dave Davis
Phase C Expansion at the	_____	Action	Phone Number	425-257-8913
Water Pollution Control	_____	First Reading	FOR AGENDA OF	December 28, 2016
Facility	_____	Second Reading		
	_____	Third Reading		
	_____	Public Hearing		
	_____	Budget Advisory		

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Water Pollution Control Facility	Loan Agreement 9/10/12	Amendment A	Public Works

Amount Budgeted	\$ 10,000,000	
Expenditure Required	-0-	Account Number(s): UP3412
Budget Remaining	-0-	Everett WPCF Expansion , Phase C
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Public Works Department was successful in obtaining a low-interest Public Works Trust Fund Loan in the amount of \$10,000,000 to facilitate funding of the Phase C Expansion at the Water Pollution Control Facility. All of the loan funds have been received but components of the project that were in the original loan application scope of work; anaerobic digesters and a co-generation facility, have not been constructed.

In order to proceed with closing out the loan, the Public Works Board has requested that the City sign a scope revision amendment followed by a loan closeout amendment. This Amendment A incorporates the revised scope into the loan documents.

Upon receipt of the signed Amendment A, the Public Works Board will prepare loan closeout documents and the City can proceed with closing out the loan within the timeframe approved in the original loan agreement.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment A to Public Works Trust Fund Loan PC13-961-008 to facilitate funding of the Phase C Expansion at the Water Pollution Control Facility.

AMENDMENT FACE SHEET

Loan Number: PC13-961-008

Amendment Number: A

Washington State Department of Commerce

PUBLIC WORKS BOARD

1. Contractor City of Everett 3200 Cedar Street Everett, WA 98201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) N/A		4. Public Works Board Representative (only if updated) N/A	
5. Original Contract Amount \$ 10,000,000.00	6. Amendment Amount N/A	7. New Contract Amount \$ 10,000,000.00	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date Amendment Execution Date	10. Amendment End Date June 1, 2032
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: The purpose of this amendment is to revise the Scope of Work of the Loan.			
The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE BORROWER/CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 14 th Day of March, 2013 Bob Ferguson Attorney General _____ Signature on File Kathryn Wyatt Assistant Attorney General	

AMENDMENT TERMS AND CONDITIONS

Washington State Department of Commerce
PUBLIC WORKS BOARD

Contractor/Borrower: City of Everett
Contract Number: PC13-961-008
Amendment Number: A

The purpose of this amendment is to revise the Scope of Work of the above referenced Public Works Trust Fund Agreement/Contract Number.

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed above and on the attached Face Sheet, agree to amend the declared loan as described below.

The **SCOPE OF WORK** is amended to delete the original declared Scope of Work and replace it with the **SCOPE OF WORK** as shown on the attached Declarations Page. The Scope of Work, where referenced in the Contract's Special Terms and Conditions section, shall refer to this amended text.

AMENDMENT DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Everett
Loan Number:	PC13-961-008
Federal Tax Identification Number:	916001248
State Wide Vendor Number:	SWV0000348

PROJECT INFORMATION

Project Title:	Everett Water Pollution Control Facility Expansion
Project City:	Everett
Project State:	Washington
Project Zip Code:	98201-4516

LOAN INFORMATION

Loan Amount:	\$ 10,000,000.00
Loan Term:	20
Interest Rate:	0.50%
Payment Month:	June 1st
Earliest Date for Construction Reimbursement:	9/1/2011
Time of Performance:	60 months from Contract execution date to Project Completion date.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

AMENDMENT DECLARATION (continued)

Loan Number:
Project Title:

**PC13-961-008
Everett Water Pollution Control Facility
Expansion**

Scope of Work (revised):

This loan funds design and construction of additional capacity at Everett's Water Pollution Control Facility and includes a trickling filter, contact channel, and secondary clarifier.

The project costs include, but are not limited to, engineering, historical, cultural and environmental documentation, permits, public involvement, easements, bid documents, & construction. These improvements will allow the jurisdiction to meet Local, State, and Federal requirements.