

YOU MAY CALL IN TO LISTEN TO THE COUNCIL MEETINGS AT

1.425.616.3920, Conference ID: 724 887 726#

WE ENCOURAGE YOU TO PROVIDE YOUR COMMENTS IN WRITING BEFORE THE MEETING AT
COUNCIL@EVERETTWA.GOV.

YOU MAY CALL IN **AT 6:00 P.M. PRIOR TO THE MEETING** TO PROVIDE PUBLIC COMMENT AT
THE COUNCIL MEETINGS AT 1.425.616.3920,

Conference ID: 107 579 986#

EVERETT CITY COUNCIL PRELIMINARY AGENDA

6:30 P.M., WEDNESDAY, JULY 1, 2020

Roll Call

Approval of Minutes: June 24, 2020

Mayor's Comments:

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Public Comment

CONSENT ITEMS:

(1) Adopt Resolution authorizing claims against the City of Everett in the amount of \$1,316,638.62 for the period of June 13, 2020 through June 19, 2020.

Documents:

[res-1.pdf](#)

(2) Authorize the Mayor to accept a donation from the Stillaguamish Tribe of Indians for the purchase of replacement equipment for the Region 1 Special Weapon and Tactics Team in the amount of \$25,819.65.

Documents:

[Stillaguamish.pdf](#)

(3) Authorize the Mayor to sign the Termination of Interlocal Government Agreement “Snohomish County Fire Training Academy” (SCFTA) at no cost to the city.

Documents:

[Snohomish County Fire.pdf](#)

(4) Award Construction contract for the Maple Heights Bridge Seismic retrofit Project to Combined Construction, Inc. of Mukilteo, WA in the amount of \$509,293.00.

Documents:

[Maple Heights.pdf](#)

(5) Accept the Alverson Stormwater Separation Project as complete with Rodarte Construction Inc. and authorize the Mayor to sign the Certificate of Completion and release of retention bond.

Documents:

[Alverson.pdf](#)

(6) Award and authorize purchase of a Ford F150 from Bickford Ford from Snohomish County contract #062-16SR/EVT#2018-065 for \$31,121.13, including Washington State sales tax.

Documents:

[Bickford-2.pdf](#)

(7) Authorize the Mayor to sign Amendment No. 2 Transit Advertising Agreement between the city of Everett and Lamar Transit, LLC.

Documents:

[Lamar.pdf](#)

PROPOSED ACTION ITEMS:

(8) CB 2006-39 – 2nd Reading – Adopt the Proposed Ordinance amending Ordinance No. 3661-19 entitled, “Everett Fire Administration Building Tenant Improvements Project”, Fund 342, Program 027, to accumulate the design and construction costs for the Project in the amount of \$1,600,000.00. (3rd and final reading on 7-8-20).

Documents:

[CB2006-39.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:

Whereas the claims payable by check against the City of Everett for the period June 13, 2020 through June 19, 2020, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	1,972.00	101	Parks & Recreation	1,516.68
002	General Government	52,632.43	110	Library	236.07
005	Municipal Court	423.56	120	Public Works-Streets	823.94
009	Misc Financial Funds	59,769.18	126	MV-Equipment Replacement Re	231,588.20
010	Finance	1,400.00	146	Property Management	74,025.11
018	Communications, Mktg & Engag	62.00	153	Emergency Medical Services	10,626.08
024	Public Works-Engineering	11,034.90	156	Criminal Justice	5,968.78
031	Police	2,233.02	197	CHIP Loan Program	5,230.88
032	Fire	5,082.74	354	Parks Capital Construction	57,041.86
038	Facilities/Maintenance	10,846.07	401	Public Works-Utilities	552,322.86
	TOTAL GENERAL FUND	\$ 145,455.90	402	Solid Waste Utility	1,471.05
			425	Public Works-Transit	10,462.92
			430	Everpark Garage	296.46
			440	Golf	26,986.08
			501	MVD-Transportation Services	26,614.25
			503	Self-Insurance	13,270.00
			505	Computer Reserve	149,432.10
			637	Police Pension	2,128.00
			638	Fire Pension	1,141.40
				TOTAL CLAIMS	\$ 1,316,638.62

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2020

Council President



City Council Agenda Item Cover Sheet

Project title: Stillaguamish Tribe of Indians Donation to City of Everett

Council Bill # *interoffice use*

Agenda dates requested:

7/1/2020

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes

No X

Budget amendment:

Yes

No X

PowerPoint presentation:

Yes

No X

Attachments:

None

Department(s) involved:

Legal, Police

Contact person:

Mark St. Clair

Phone number:

425-257-8432

Email:

MStClair@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Donation for Region 1 SWAT

Partner/Supplier : Stillaguamish Tribe of Indians

Location: Snohomish County

Preceding action:

Fund: 031/Police

Fiscal summary statement:

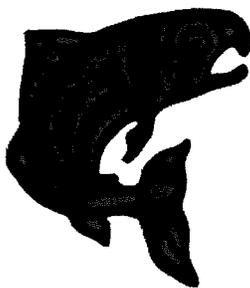
A \$25,819.65 donation from the Stillaguamish Tribe of Indians to be used for replacement equipment for Region 1 Special Weapons and Tactics Team. There is no match.

Project summary statement:

The Stillaguamish Tribe of Indians is donating \$25,819.65 to the Everett Police Department to fund equipment for the Region 1 Special Weapons and Tactics Team. This team is deployed for high risk incidents including violent crimes, barricaded subjects and hostage situations. The funding will replace three firearms that have surpassed their lifespan due to wear and potential failure.

Recommendation (exact action requested of Council):

Authorize the Mayor to accept a donation from the Stillaguamish Tribe of Indians for the purchase of replacement equipment for the Region 1 Special Weapon and Tactics Team in the amount of \$25,819.65.



Stillaguamish Tribe of Indians

PO Box 277 . 3322 236th St. NE
Arlington, WA 98223

June 3, 2020

City of Everett Police Department
3002 Wetmore Avenue
Everett, WA 98201

Dear City of Everett Police Department,

On behalf of the Stillaguamish Tribe of Indians, it is my pleasure to present the City of Everett Police Department \$25,819.65 in support of your organization's Region 1 SWAT Sniper Rifle Replacement.

I, on behalf of the Stillaguamish Tribe of Indians, am pleased to acknowledge your continued service and dedication to our communities with the enclosed donation.

Thank you for the service you continue to provide to Snohomish County.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Shawn Yanity', written over a horizontal line.

Shawn Yanity
Tribal Chairman
Stillaguamish Tribe of Indians

Project title: Termination of Interlocal Government Agreement "Snohomish County Fire Training Academy". (SCFTA).

Council Bill # *interoffice use*

Agenda dates requested:

July 1, 2020

Briefing

Proposed action

Consent No

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Snohomish County Fire Training Academy agreement

Department(s) involved:

Fire
Legal

Contact person:

Rich Llewellyn

Phone number:

425-257-8115

Email:

Initialed by:

Department head

Administration



Council President

Project: Snohomish County Fire Training Academy

Partner/Supplier : City of Arlington, City of Mukilteo, Marysville Fire District, North County Regional Fire authority, Snohomish County Fire District 4, Snohomish County Fire District 7, Snohomish County Fire District 19, South Snohomish County Fire & Rescue Regional Fire Authority

Location: N/A

Preceding action: Interlocal Government Agreement Snohomish County Fire Training Academy (SCFTA)

Fund: 032 Fire

Fiscal summary statement:

There are no costs associated with the cancellation of this agreement.

Project summary statement:

The Snohomish County Fire Training Academy agreement is no longer necessary as a result of the formation of the Snohomish County Training Consortium of which the City of Everett is a voting member.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Termination of Interlocal Government Agreement "Snohomish County Fire Training Academy" (SCFTA) at no cost to the city.



June 17, 2020

Re: Termination of Interlocal Government Agreement "Snohomish County Fire Training Academy (SCFTA)" dated February 1, 2018 (the "Agreement")

Dear Snohomish County FTA Participating Agencies,

This letter is notice of the City of Everett's termination of its participation in the Agreement. This notice is pursuant to Section 8.1 of the Agreement, which states in part:

Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension; provided, however, that it shall remain responsible for its share of the Final Adjusted Cost.

This termination is effective July 21, 2020.

The City of Everett has already paid in full its share of Final Adjusted Cost for all academies to date. Accordingly, the City of Everett will not be making any future payments for Final Adjusted Cost under the Agreement.

Sincerely,

Cassie Franklin
Mayor, City of Everett

Cc: City of Arlington
City of Mukilteo
Marysville Fire District
North County Regional Fire Authority
Snohomish County Fire District 4
Snohomish County Fire District 7
Snohomish County Fire District 19
South Snohomish County Fire & Rescue Regional Fire Authority



 2930 Wetmore Ave., Ste. 7-A
Everett, WA 98201

 425.257.8100
425.257.8139 fax

 fire@everettwa.gov
everettwa.gov/fire

INTERLOCAL GOVERNMENT AGREEMENT

“Snohomish County Fire Training Academy (SCFTA)”

THIS AGREEMENT is made and entered into this 1 day of February, 2018 by the following governmental entities ("Participating Entities") ("Parties"):

City of Arlington
City of Everett
City of Mukilteo
Lake Stevens Fire
Marysville Fire District
North County Regional Fire Authority
South Snohomish County Fire and Rescue Regional Fire Authority
Snohomish County Fire District 4
Snohomish County Fire District 7
Snohomish County Fire District 19

RECITALS:

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each agency is authorized by law to perform; and

WHEREAS, the Participating Entities provide firefighting and emergency services within their jurisdictions; and

WHEREAS, the Participating Entities are empowered by law to train their fire departments' personnel; and

WHEREAS, the Participating Entities will participate in the Snohomish County Fire Training Academy as described herein; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting, and participating in the Snohomish County Fire Training Academy (SCFTA); and

WHEREAS, the Fire Chiefs (or Designee) of each of the Participating Entities will serve on a "Joint Board" to administer the provisions of this Agreement.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1.0 Scope of Services

1.1 Until notice of termination is given, in accordance with Section 8 below, the Participating Entities noted above have agreed to participate in the administration of a SCFTA.

1.2 Training for personnel of Participating Entities shall be jointly provided by the fire department personnel of the Participating Entities.

1.3 Administration of this Agreement shall be accomplished by the establishment of a Joint Board consisting of the Fire Chief (or Designee) of each Participating Entity. The Joint Board shall meet as needed. The Joint Board may elect officers and may adopt bylaws. The Joint Board shall appoint a Supervisory Committee (SC) to administer each academy. The SC shall be responsible for the management and supervision of all academy operations.

1.4 Each Participating Entity may request recruit admission to the SCFTA.

1.5 Each Participating Entity may provide "Adjunct Daily" instructors (ADIs) for the academy.

1.6 Each Participating Entity may provide "Company Officers" to provide supervision and leadership for the academy.

1.7 Each Participating Entity may provide vehicles and equipment to be used for the academy. Vehicles and equipment provided for the academy shall be the property of the Participating Entity providing the equipment.

1.8 Each Participating Entity may provide expendable supplies to be used for the academy. Any unused expendable supplies shall be the property of the Participating Entity providing the supplies.

1.9 Each Participating Entity may provide or rent facilities (burn buildings etc.) to be used for the academy.

2.0 PROPERTY CONTRIBUTIONS, MAINTENANCE AND REPAIRS

2.1 Equipment: Each Participating Entity shall be responsible for the maintenance, repair or replacement of any and all equipment that it owns and that is used for SCFTA in compliance with that Participating Entity's policies and best practices. Such equipment shall be maintained in a safe and reliable condition by the owner. When a Participating Entity becomes aware of any damage or maintenance issue the Participating Entity shall promptly notify the Joint Board and the owner of the equipment.

2.2 Other property: A Participating Entity that uses property and/or physical resources for the SCFTA shall keep all maintenance and repair records associated with the property/physical resource and have copies available upon request by the Joint Board.

2.3 Props: All props must be properly maintained and stored by the Participating Entity. Use of any live-fire prop(s) will require the user to designate an operator(s) certified to meet and comply with the manufacturer's requirements for safe operation of said prop(s).

2.4 Training Facilities: The training facilities utilized by the SCFTA will be properly maintained and insured by the owner of the training facilities.

2.5 Vehicles. For purposes of this Agreement, any vehicle used in training exercises shall be operated only by the employees of the Participating Entity providing the vehicle.

2.6 Insurance and Damage. Each Participating Entity providing training facilities, equipment, vehicles, props or other property for the SCFTA shall be responsible for insuring such items or property.

2.6.1 The SCFTA shall notify the respective owner immediately of any damage to their respective facilities, equipment, vehicles, props or other property other than ordinary wear and tear. The owner will have such damage repaired or in the event repair would be unfeasible, the owner will replace the damaged item with a like item (Article 3.3). If such damage or destruction was caused by the misuse, abuse or negligence of a Participating Entity, then the provisions of Section 6 shall apply.

3.0 Finance

3.1 **Services.** South Snohomish County Fire and Rescue Regional Fire Authority (SSCFR) will provide the Finance services set forth in this section for the SCFTA.

3.2 **Preliminary Budget.** Prior to the start of each academy, SSCFR will provide each Participating Entity with the approved Preliminary Budget for each academy. This will provide each Participating Entity their proportionate share based on their number of recruits.

Example: If the Preliminary Budget is \$210,000 for 30 recruits, each Participating Entity would receive an estimated charge of \$7,000 per recruit.

The final costs for an academy will be reconciled upon completion and SSCFR will issue a final invoice and/or reimbursement, as applicable, to each Participating Entity.

3.3 **Reimbursable Expenses.** Participating Entities shall maintain a list of reimbursable expenses with corresponding receipts or other documentation confirming the expense incurred in administering the academy. Reimbursable Expenses are limited to the following:

- Adjunct Daily Instructors (ADI) – The reimbursement rate for ADIs shall be the rate of \$59.25, which is the combined average Firefighter and Captain overtime rate of the Participating Entities. The employee will be paid by their home District/Department at the hourly rate as determined by their individual Collective Bargaining Agreement while working at the academy.
- Expendable supplies.
- Facility rental fees (Burn buildings).
- Costs of repair/replacement of damaged facilities, equipment and vehicles to the extent not covered by insurance.
- Any other costs related to the academy which are approved by the Joint Board.

3.3.1 The academy will not reimburse for "backfill" of any employees assigned to the academy. Only documented costs for the Participating Entities employee directly related to an academy assignment will be reimbursed.

3.3.2 If a recruit is dismissed at any point during the academy, the Participating Entity will be expected to pay the full academy tuition based on the beginning recruit count.

3.3.3 All purchases for the academy, which are approved in advance by the Joint Board, shall constitute a Reimbursable Expense. All purchase orders, receipts and documentation must be submitted to SSCFR within 30 days of academy completion.

3.3.4 All other Reimbursable Expenses may be billed to the academy with sufficient documentation. The Joint Board reserves the right to approve such costs.

3.4 Calculation of "Final Adjusted Cost" and "Cost per Recruit". Upon academy completion, SSCFR will calculate the Final Adjusted Cost for each Participating Entity. These costs will consist of all Reimbursable Expenses, Cost per Recruit by dividing the Final Adjusted Cost by the total number of initial recruits participating in an academy.

Example: *Final Adjusted Cost \$210,000 Divided by 30 Recruits*

$$\text{Cost per Recruit} = \$7,000$$

3.5 Reconciliation Report and Final Invoice. Upon calculating the Cost per Recruit, SSCFR shall issue a Reconciliation Report to the Joint Board for approval. The Reconciliation Report will identify each Participating Entity's additional cost and/or refund. Upon approval of the Reconciliation Report, SSCFR will issue a final invoice and/or refund to each Participating Entity. Invoices will be due and payable within 30 days of receipt. Delinquent invoices will accrue interest at the rate of 5% per month.

Example Reconciliation Table

For the following example: total reimbursable expenses were \$200,000 with 28 recruits participating. Cost per recruit: $\$200,000/28 = \$7,142.86$

Participating Entity	Reimbursable Expenses	Recruits	Recruit Share Cost	Reimbursement or Payment
MFD	\$50,000	7	\$50,000.00	\$ 0
LSF	\$100,000	4	\$28,571.40	\$71,428.60
Dist. 7	\$40,000	7	\$50,000.00	\$10,000.00
EFD	\$10,000	10	\$71,428.60	\$61,428.60
Total	\$200,000	28	\$200,000	\$0

3.6 Delinquent Accounts. SSCFR shall not be responsible to pursue delinquent accounts unless expressly authorized by the Joint Board. If authorized, all collection expenses incurred by SSCFR shall be deemed a Reimbursable Expense for the academy. All interest collected on delinquent accounts shall be distributed to the Participating Entities, not in delinquency, in accordance with their proportionate share of the costs for the academy.

3.6.1 A Participating Entity whose account is delinquent may be precluded by the Joint Board from participating in a subsequent academy until its account is current.

4.0 Effective Date and Term

4.1 The initial term of this Agreement shall commence on February 1, 2018, and shall continue through December 31, 2018, unless terminated as provided under this agreement. Thereafter, this Agreement shall automatically renew and continue on a year-to-year basis, until terminated as provided under this Agreement.

5.0 Waiver

5.1 No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Indemnity/Allocation of Liability/Insurance

6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of bodily injury or property damage due to the wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the negligent acts, errors or omissions of the remaining Participating Entities arising after the date of withdrawal, but shall remain liable for claims of loss or liability attributable to that Participating Entity arising prior to the effective date of withdrawal.

6.2 Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to general liability coverage for personal injury, death and property damage limits of no less than \$1,000,000 (one million dollars) per occurrence, or provide proof of self-insurance or of participating in an insurance pool approved by the Participating Entities. Each policy of insurance shall expressly include coverage for Contractual Liability claims.

6.3 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

7.1 The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

7.2 In accordance with RCW 39.34.030, before this Agreement enters into force for a Participating Entity, the governing body or designee of the Participating Entity shall take action approving this Agreement before it shall become effective.

7.3 This Agreement shall not become effective until it is filed in accordance with RCW 39.34.040.

8.0 Termination and Notice

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension; provided, however, that it shall remain responsible for its share of the Final Adjusted Cost. 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.

9.0 Disputes; Severability

9.1 This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. Each party expressly waives the right to a jury trial.

9.2 Should any part, term or provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement- Amendment

10.1 This Agreement contains the terms and conditions agreed upon by the Participating Entities with respect to the matters discussed herein. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities. This Agreement may be modified by unanimous agreement of all Participating Entities. No such amendment shall be effective until signed by all Participating Entities with the same formality as this Agreement.

11.0 Execution of Multiple Counterparts

11.1 This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each Participating Entity need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that

compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 No joint venture

12.1 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 (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

12.2 The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by the parties in connection with this Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

13.0 Liability/ No Third Party Beneficiaries

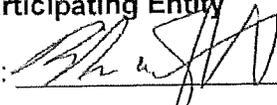
13.1 This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Participating Entity

South Snohomish County Fire & Rescue
Regional Fire Authority

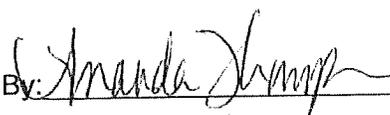
Participating Entity

By:  _____

Its: Fire Chief _____

Date: 3-6-2018 _____

ATTEST:

By:  _____

Its: Executive Assistant _____

Participating Entity

City of Arlington

Participating Entity

By: Barbara Tolbert

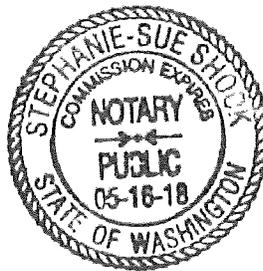
Its: Mayor

Date: 2/22/18

ATTEST:

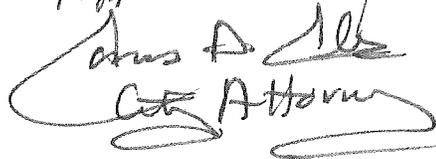
By: Stephanie-Sue Shock

Its: Notary

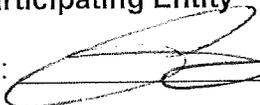


Participating Entity

City of Everett

Approved as to Form:

Chris A. [unclear]
City Attorney

Participating Entity

By: 

Its: Mayer

Date: 3-7-18

ATTEST:

By: Anna Pankovich

Its: Deputy City Clerk

Participating Entity

City of Mukilteo

Participating Entity

By: *Jill Johnson*

Its: *Mayor*

Date: *3-6-18*

ATTEST:

By: *Janet Kube*

Its: *CITY CLERK*

Participating Entity

Lake Stevens Fire

Participating Entity

By: K. K. O'Brien

Its: FIRE CHIEF

Date: 2/26/18

ATTEST:

By: [Signature]

Its: DISTRICT SECRETARY

Participating Entity

Marysville Fire District



Joyce A. Savage

Participating Entity

By: *Maureen McFarrell*

Its: *FIRE CHIEF*

Date: *2/22/18*

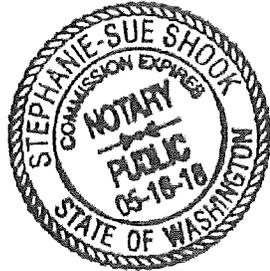
ATTEST:

By: *[Signature]*

Its: *BATTALION CHIEF*

Participating Entity

North County Regional Fire Authority



Participating Entity

By: John C. C. C.

Its: Fire Chief

Date: 2/21/18

ATTEST:

By: Stephanie-Sue Shook

Its: 21 February 2018

Participating Entity

Snohomish County Fire District 4

Participating Entity

By: Mark Fink

Its: Chair Person

Date: 03/05/2018

ATTEST:

By: Ronald Sumner

Its: Fire C.M.E.F. / DISTRICT SECRETARY

Participating Entity

Snohomish County Fire District 7

Participating Entity

By: Ray W. Berg

Its: Commissioner

Date: 2/6/18

ATTEST:

By: James Z. Siro

Its: District Secretary

Participating Entity

Snohomish County Fire District 19

Participating Entity

By: *[Signature]*

Its: *RB*

Date: *2/8/2018*

ATTEST:

By: *D. Brandstrom*

Its: *DLB*



Project title: Award the construction contract for the Maple Heights Bridge Seismic Retrofit Project to Combined Construction, Inc. of Mukilteo, WA in the amount of \$509,293.00.

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:

July 1, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Bid Summary, Vicinity Map

Department(s) involved:

Public Works, Admin

Contact person:

Gael Fisk

Phone number:

(425) 257-8909

Email:

gfisk@everettwa.gov

Initialed by:


Department head

Administration:


Council President

Consideration: Award of Construction Contract

Project: Maple Heights Bridge Seismic Retrofit

Partner/Supplier: Washington State Department of Transportation

Location: Mukilteo Boulevard

Preceding action: Call for Bids 3/25/20

Fund: 303

Fiscal summary statement:

The budget for this project is \$1,534,000 which includes a Federal grant of \$1,278,210 and local matching funds of \$255,790 for a total of \$1,534,000.

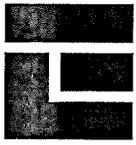
Project summary statement:

Bid proposals for the Maple Heights Bridge Seismic Retrofit Project were opened on June 9, 2020, with six (6) bid proposals received for the project. Combined Construction, Inc. of Mukilteo, WA submitted the lowest responsive bid in the amount of \$509,293.00.

This project will provide seismic upgrades to the bridge at Maple Heights along Mukilteo Boulevard. Upgrades will include transverse stop blocks and longitudinal seat extensions at abutments, and the grading and slope protection of abutment slopes.

Recommendation (exact action requested of Council):

Award the construction contract for the Maple Heights Bridge Seismic Retrofit Project to Combined Construction, Inc. of Mukilteo, WA in the amount of \$509,293.00.



EVERETT

PUBLIC WORKS

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

BID SUMMARY

Project Name: Maple Heights Bridge Seismic Retrofit

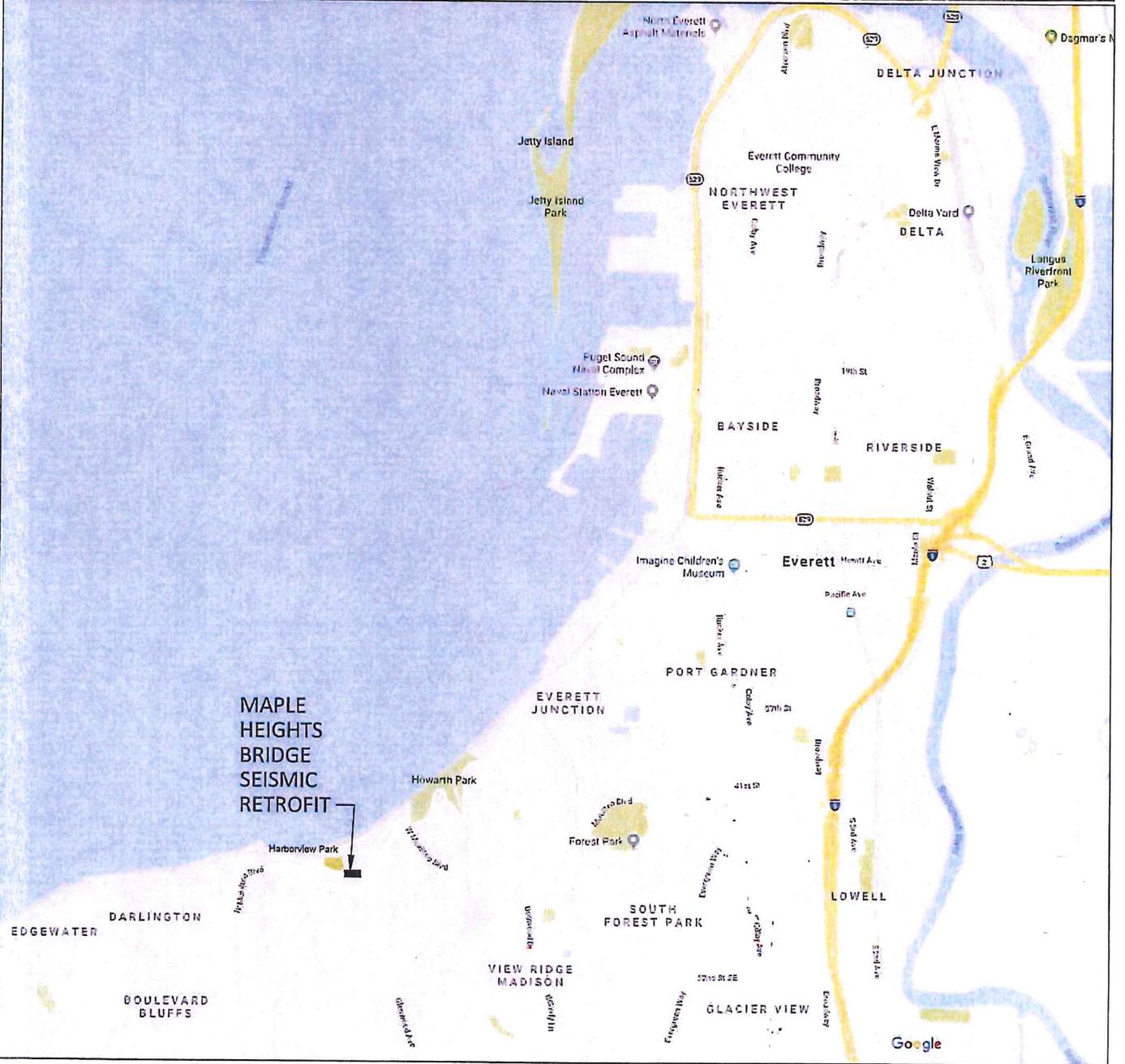
W.O.# PW 3693

Date: 6/9/2020

For: Gael Fisk, Project Engineer

Bidder Name:	Bidder Totals:
ENGINEER'S ESTIMATE	\$845,899.75
Combined Construction, Inc.	\$509,293.00
Interwest Construction, Inc.	\$678,910.00
Razz Construction, Inc.	\$708,611.00
C A Carey Corp	\$765,328.00
MJ Hughes Construction	\$816,975.40
Redtail, LLC	\$884,347.00

Plot date 5/9/2018 12:40 PM Plotted by Paul Wilhelm Last saved by PWilhelm Plot style Everett-2016.stb Sheetset Name Everett Sheetset 2016
 Filepath \\filename S:\PWILHELM\EVERETT STAFF\RYAN SASS\MAPLE HEIGHTS BRIDGE VICINITY MAP.DWG



CITY OF EVERETT
PUBLIC WORKS

3200 Cedar Street
 Everett, WA 98201
 425.257.8800 everettwa.gov

Maple Heights Bridge
 Vicinity Map



Project title: Request for Final Acceptance & Certificate of Completion for WFP Process Water Pump Station Project.

City Council Agenda Item Cover Sheet

Council Bill #

Project: Alverson Stormwater Separation Project

Partner/Supplier : Rodarte Construction, Inc.

Location: Grand Ave - 8th to 9th & Alverson Blvd - 8th to Colby Ave

Preceding action: Award: 04/10/19

Fund: 401-Utilities

Agenda dates requested:

July 1st, 2020

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes No X

Budget amendment:

Yes No X

PowerPoint presentation:

Yes No X

Attachments: Final Contract Voucher, Final Estimate, Certificate of Completion & Vicinity Map -Two copies each

Fiscal summary statement:

Original Contract Amount: \$1,460,182.00

Final Contract Total: \$1,382,275.42.00

Project summary statement:

The general contractor, Rodarte Construction, Inc., completed the Alverson Stormwater Separation Project in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

Department(s) involved:

Public Works, Admin

Contact person:

Tom Fuchs

Phone number:

425-257-8931

Email:

tfuchs@everettwa.gov

Recommendation (exact action requested of Council):

Accept the Alverson Stormwater Separation Project as complete with Rodarte Construction Inc. and authorize the Mayor to sign the Certificate of Completion and release of retention bond.

Initialed by:


Department head

Administration


Council President

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

CONTRACTOR: Rodarte Construction, Inc.
CITY: Auburn STATE: WA 98092
PROJECT TITLE: Alverson Stormwater Separation Project
WORK ORDER NO. UP 3660
DATE WORK COMPLETE: December 19, 2019

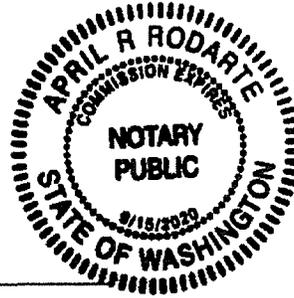
ADDRESS: 17 East Valley Hwy E.
DATE: February 6, 2020

FINAL AMOUNT: \$1,382,275.42

CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X April R. Rodarte X Controller
CONTRACTOR TITLE
Rodarte Construction, Inc.



Subscribed and sworn to before
me this 10th day of June, 2020
X April R. Rodarte Notary Public
in and for the State of Washington, residing at Orting wa

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct. APPROVED Date: 6-22-2020

X Tom Fuchs X Ryan Sass
Construction Manager Utilities Director
Tom Fuchs Ryan Sass

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

CERTIFICATE OF COMPLETION

Project: Alverson Stormwater Separation Project

Contractor: Rodarte Construction, Inc.

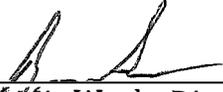
Work Order No. UP3660

The above-mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:



Public Works Director
Ryan Sass

6-22-2020
Date

Approved by:

Mayor, City of Everett
Cassie Franklin

Date

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

By: _____
David C. Hall, City Attorney

Date

Run Date: 1/31/2020

Time: 9:49 AM

Project: 367

ALVERSON STORMWATER
SEPARATION PROJECT
WO 3660 BID: \$1,460,182.00
TOTAL BID: \$1,460,182.00

City of Everett - Public Works Department
Contract Estimate Voucher

For Work Order #3660
Estimate #9

FINAL

Cutoff Date: 1/31/2020

Contractor: Rodarte Construction Inc
17 East Valley Hwy E
Auburn, WA 98092

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	\$1,382,275.42	\$1,315,990.56	\$66,284.86
Retained Amounts	\$0.00	\$0.00	\$0.00
State Tax Amounts	\$0.00	\$0.00	\$0.00
Amounts Paid	\$1,382,275.42	\$1,315,990.56	
Amount to be Paid This Estimate			\$66,284.86



Checked By Mike K...
Recommended By R...
Public Works Director [Signature]

Date 2/3/2020
Date 2-4-2020
Date 2-4-2020

Work Order Number: 3660

Retainage not withheld
per Retainage Bond

30061907

Run Date: 1/31/2020

Time: 9:49 AM

Project: 367

ALVERSON STORMWATER
SEPARATION PROJECT
WO 3660 BID: \$1,460,182.00
TOTAL BID: \$1,460,182.00

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3660

Estimate #9

Cutoff Date: 1/31/2020

Contractor: Rodarte Construction Inc
17 East Valley Hwy E

Auburn, WA 98092

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	MOBILIZATION	LS	109,000.00	1.00	1.0000	1.0000	0.0000	109,000.00	109,000.00	0.00
0002	SUVERY	LS	10,000.00	1.00	1.0000	1.0000	0.0000	10,000.00	10,000.00	0.00
0003	CONTRACTOR'S LIAISON	LS	2,000.00	1.00	1.0000	1.0000	0.0000	2,000.00	2,000.00	0.00
0004	TRAFFIC CONTROL LABOR	HR	55.00	2,400.00	1,505.0000	1,505.0000	0.0000	82,775.00	82,775.00	0.00
0005	MAINT & PROTECTION OF TRAFFIC CONTROL	LS	2,000.00	1.00	1.0000	1.0000	0.0000	2,000.00	2,000.00	0.00
0006	TRENCH EXCAVATION SAFETY SYSTEMS	LS	100.00	1.00	1.0000	1.0000	0.0000	100.00	100.00	0.00
0007	STREET CLEANING & SWEEPING	HR	175.00	150.00	63.0000	63.0000	0.0000	11,025.00	11,025.00	0.00
0008	EROSION/WATER POLLUTION CONTROL	LS	4,500.00	1.00	1.0000	1.0000	0.0000	4,500.00	4,500.00	0.00
0009	SAWCUT EXISTING IMPROVEMENTS	LF	3.00	8,480.00	4,813.0000	4,813.0000	0.0000	14,439.00	14,439.00	0.00
0010	CRUSHED SURFACING BASE COURSE	TN	42.00	3,781.00	1,893.9900	1,494.5100	399.4800	79,547.58	62,769.42	16,778.16
0011	GRAVEL BORROW	TN	35.00	3,512.00	5,113.9000	4,254.0000	859.9000	178,986.50	148,890.00	30,096.50
0012	FOUNDATION MATERIAL	TN	40.00	200.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0013	TEMPORARY ROADWAY PATCH	LS	45,000.00	1.00	1.0000	1.0000	0.0000	45,000.00	45,000.00	0.00
0014	STORM DRAIN PIPE, 6" DIA	LF	50.00	92.00	76.0000	76.0000	0.0000	3,800.00	3,800.00	0.00
0015	STORM DRAIN PIPE, 8" DIA	LF	95.00	590.00	651.0000	651.0000	0.0000	61,845.00	61,845.00	0.00
0016	STOMR DRAIN PIPE, 12" DIA	LF	85.00	1,652.00	1,487.0000	1,487.0000	0.0000	126,395.00	126,395.00	0.00
0017	STORM DRAIN PIPE, 18" DIA	LF	70.00	1,583.00	1,549.0000	1,549.0000	0.0000	108,430.00	108,430.00	0.00
0018	INLET	EA	1,400.00	24.00	24.0000	24.0000	0.0000	33,600.00	33,600.00	0.00
0019	CATCH BASIN, TYPE 1	EA	1,500.00	5.00	5.0000	5.0000	0.0000	7,500.00	7,500.00	0.00
0020	CATCH BASIN, TYPE 1L	EA	1,700.00	7.00	7.0000	7.0000	0.0000	11,900.00	11,900.00	0.00
0021	CATCH BASIN, TYPE 2, 48" DIA	EA	3,200.00	23.00	23.0000	23.0000	0.0000	73,600.00	73,600.00	0.00
0022	CEMENT CONCRETE PAVE BASE TYPE III (HES)	SY	125.00	140.00	50.0000	50.0000	0.0000	6,250.00	6,250.00	0.00
0023	HMA, LC 1/2" PG 64-22 FOR PERM TRENCH PATCH	TN	185.00	785.00	1,073.4200	968.5000	104.9200	198,582.70	179,172.50	19,410.20
0024	TEMP ASPHALT SIDEWALK & CURB	SY	55.00	287.00	56.2200	56.2200	0.0000	3,092.10	3,092.10	0.00
0025	CONCRETE SIDEWALK RESTORATION	SY	100.00	273.00	375.0000	375.0000	0.0000	37,500.00	37,500.00	0.00

Run Date: 1/31/2020

Time: 9:49 AM

Project: 367

ALVERSON STORMWATER
SEPARATION PROJECT

WO 3660 BID: \$1,460,182.00

TOTAL BID: \$1,460,182.00

City of Everett - Public Works Department

Contract Estimate Voucher

For Work Order #3660

Estimate #9

Cutoff Date: 1/31/2020

Contractor: Rodarte Construction Inc

17 East Valley Hwy E

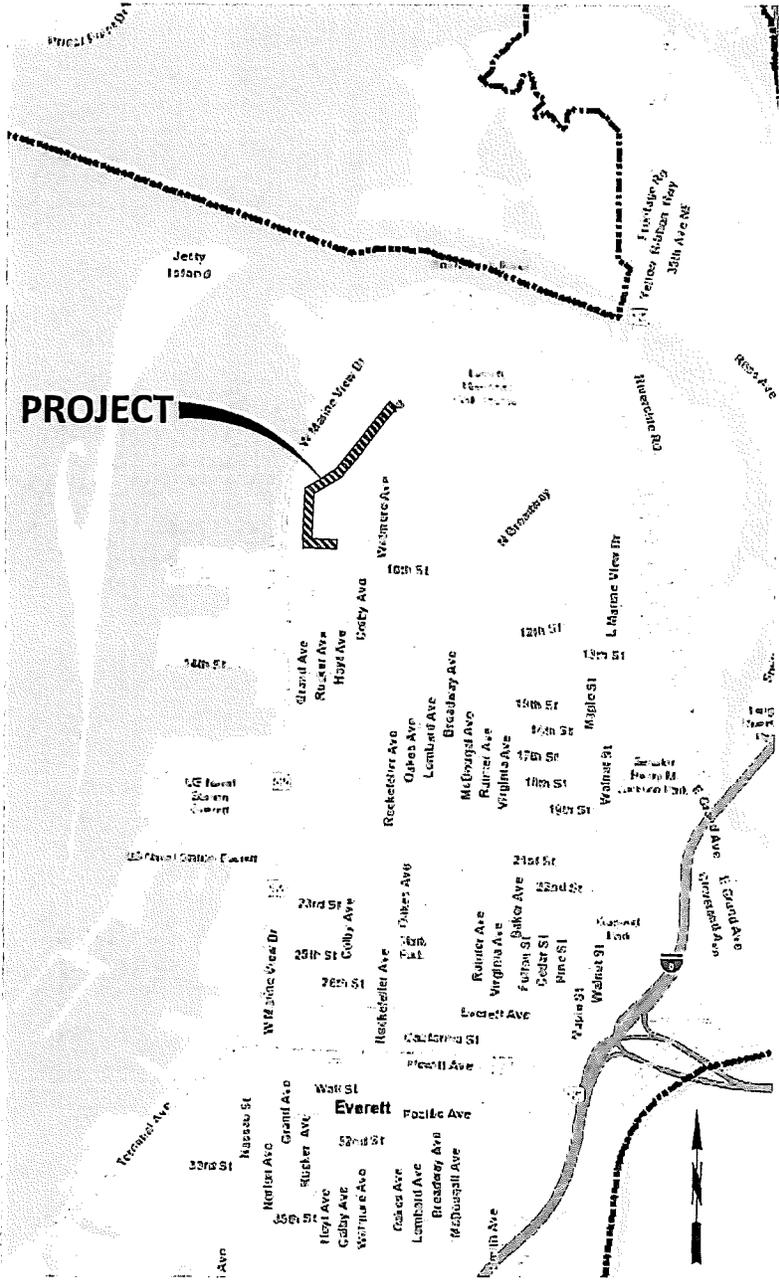
Auburn, WA 98092

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0026	CONCRETE DRIVEWAY RESTORATION	SY	105.00	211.00	180.0000	180.0000	0.0000	18,900.00	18,900.00	0.00
0027	CONCRETE CURB & GUTTER, TYPE A-1	LF	65.00	700.00	953.0000	953.0000	0.0000	61,945.00	61,945.00	0.00
0028	CONCRETE CURB, TYPE E-1	LF	60.00	10.00	6.0000	6.0000	0.0000	360.00	360.00	0.00
0029	ASPHALT WEDGE CURB	LF	65.00	25.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0030	FORCE ACCOUNT	FA	1.00	100,000.00	89,202.5400	89,202.5400	0.0000	89,202.54	89,202.54	0.00
Work Order Totals:								1,382,275.42	1,315,990.56	66,284.86

CITY OF PUBLIC WORKS

ALVERSON SEPARATION

WORKS



VICINITY MAP

	SHEET #
	GENERAL
1	
2	
3	
4	
5	
	SURVEY & CO
6	
7	
	STORM DRAIN
8	
	STORM DRAIN
9	
10	
11	
12	
13	
14	
15	
	ROADWAY RE
16	
	ROADWAY RE
17	
18	
19	
20	
21	
22	
23	

Plot date: 2/11/2019 11:41 AM Plotted by: Gina Loring Last saved by: G. Loring Plot style: Everett-2016.rtb Sheetset Name: 3660-ASSP
 File path: \\planning\COMMON\UTILITY PROJECTS\3660 ALVERSON STORM SEPARATION\3660 CAD FILE\310 WORKING DRAWINGS\3111 SHEET\3660-ASSP-COVER.DWG
 Surveyed by: Date Control Monument City of Everett Field Book/Starting Page /

NO.	DATE	APRVD	REVISION
PLANS ISSUED FOR			
BID	CONST	AS-BUILT	
ACTION	DATE	APRVD	ACTION DATE APRVD ACTION DATE APRVD

LIFE THREATENING EMERGENCIES: FIRST CALL 911	
EMERGENCY CONTACTS	
CALL	24 HR PHONE
SNO COUNTY PUD	425-783-4745
PSE (GAS)	1-888-225-5773
CITY OF EVERETT (DISPATCH)	425-257-8832



Project title: Award and Authorize Purchase of a Ford F150 from Bickford Ford from Snohomish County contract #062-16SR/EVT#2018-065

City Council Agenda Item Cover Sheet

Council Bill #

Consideration: Snohomish County contract #062-16SR/EVT#2018-065

Project: Various

Partner/Supplier : Bickford Ford

Location: N/A

Preceding action: None

Fund: 401

Agenda dates requested:

July 1, 2020

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes No X

Budget amendment:

Yes No X

PowerPoint presentation:

Yes No X

Attachments:

Department(s) involved:

Purchasing/Motor Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

Department head

Administration

Council President

Fiscal summary statement:

The City has spent in excess of \$100,000 in 2020 with Bickford Ford of Snohomish. City Purchasing policy requires Council authorization of awards greater than \$100,000 annually.

This purchase request is for an additional \$31,121.13.

Funds for this purchase are available in the Utility fund 401.

Consideration summary statement:

The City has an immediate need to replace a 2007 Chevrolet 1500 pick-up truck (V0184). The existing truck was scheduled for replacement in 2021. The truck recently began burning oil and requires an engine replacement, which is estimated at over \$9,000, including parts and labor. It is not believed that the current truck will continue running much longer.

This vehicle is used by the Public Works Utilities Meter Shop. It is used daily for meter reading, meter maintenance and other functions required of staff in the meter shop.

Staff has found a replacement truck that can be purchased immediately from Bickford Ford of Snohomish off a Snohomish County cooperative contract.

Additional requests for spend with Bickford Ford will be brought forth as Council actions regardless of the award amount for the remainder of 2020.

The City has an Interlocal Agreement with Snohomish County that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own.

Recommendation (exact action requested of Council): Award and Authorize Purchase of a Ford F150 from Bickford Ford from Snohomish County contract #062-16SR/EVT#2018-065 for \$31,121.13, including Washington State sales tax.

Bickford Motors, Inc.

(360) 563-0930 DEALER 74A 003

VIN 1FTEX1EB9LKD45750

F15C 4X4 SUPERCAB - 145 ^{Suggested Retail Price} 36010 00 34389 00
 2020 MODEL YEAR
 YE OXFORD WHITE
 CG DARK GRAY CLOTH 40/20/40

INCLUDED ON THIS VEHICLE
 EQUIPMENT GROUP 101A 2480 00 2256 00
 XL SERIES
 ***** XL POWER EQUIPMENT GROUP
 FORDPASS CONNECT 4G WIFI MODEM
 CRUISE CONTROL

2020 FORD F-150
 SUPER CAB 4X4

OPTIONAL EQUIPMENT/OTHER
 .17" SILVER STEEL WHEELS
 99B 3.3L V6 PFDI
 446 ELEC 6-SPEED AUTO W/TOW MODE
 .265/70R 17 OWL ALL-TERRAIN
 X26 3.73 RATIO REGULAR AXLE NC NC
 6500# GVWR PACKAGE
 153 FRONT LICENSE PLATE BRACKET NC NC
 422 CALIFORNIA EMISSIONS SYSTEM NC NC
 SYNC
 53B CLASS IV TRAILER HITCH 150 00 137 00
 55B BOXLINK 80 00 72 00
 FLEX FUEL VEHICLE
 TOTAL OPTIONS/OTHER 2710 00 2465 00
 TOTAL VEHICLE & OPTIONS/OTHER 38720 00 36854 00
 DESTINATION & DELIVERY 1595 00 1595 00
 TOTAL BEFORE DISCOUNTS 40315 00 38449 00
 ##SPECIAL ADDED DISCOUNTS#
 XL MID DISCOUNT 750 00- 683 00-
 TOTAL SAVINGS 750 00- 683 00-

TOTAL FOR VEHICLE 39565 00

FUEL CHARGE 56 12
 SHIPPING WEIGHT 4534 LBS.
 TOTAL 39565 00 37822 12

\$ 36115.12 NET COST
 \$ 900.00 MARK UP
 \$ 176.00 NON FOB SPARE KEYS X 2
 \$ 430.00 LINE X
 \$- 9200.00 GPC
 \$ 28421.12 PLUS TAX & TAX 9.5%

27pp. p1

\$31,121.13 TOTAL

Thank You,
 Chris Webster
 Bickford Motors
 Commercial Account
 Manager
 425-330-7687 cell
 360-563-0909 direct
 www.bickford.net

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to		Order Type 2		Ramp Code CF72		Batch ID KL262		Price Level 020	
Ship to (if other than above)		Date Inv. Prepared 11 26 19		Item Number 74-1036		Transit Days 22			
		Ship Through							
Invoice & Unit Identification NO. 1FTEX1EB9LKD45750			Final Assembly Point KANSAS CITY			Finance Company and/or Bank U. S. BANK NA 750105			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA			
1138	37822.12	36484.12	36584.12	37945.83	540.00	569.00			

This invoice to be used for the billing of vehicles only

Dealer's copy



Project title:

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:

07/01/2020

Briefing

Proposed action

Consent

Action X

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Department(s) involved:

Transportation Services
Legal

Contact person:

Tom Hingson

Phone number:

425-257-8939

Email:

thingson@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Amendment No. 2 Transit Advertising Agreement Between the City of Everett and Lamar Transit, LLC

Project: Bus Advertising Agreement

Partner/Supplier: Lamar Transit, LLC

Location: Everett Transit

Preceding action: Amendment No 1. – April 12, 2018

Fund: 425

Fiscal summary statement:

Amendment No. 2 replaces the \$95,000 guarantee due Everett Transit on July 1, 2020, with a 55% share of net advertising revenue, calculated monthly. The amount of loss or gain is dependent on retail bus advertising, which at this time shows very little activity.

Project summary statement:

Lamar Transit, LLC is Everett Transit’s contractor for advertising that is placed on the interior and exterior of Everett’s buses. On April 12, 2018, Lamar Transit, LLC and the City of Everett entered into a five-year agreement. The agreement guaranteed \$95,000 in advertising revenue, payable at the beginning of the contract year. It also provided for additional revenue based on performance.

Due to the significant impact the current pandemic is having on retail advertising, Lamar Transit, LLC has asked all of its customers to modify their agreements from a guaranteed fee (with a potential bonus) to a shared model calculated monthly. Under this model, Everett Transit would receive 55% of the net revenue on bus advertising, without a guarantee. The duration of Amendment No. 2 is July 1, 2020 through December 31, 2020. Prior to termination both parties agree to reassess market conditions to determine whether or not it is feasible to resume the previous payment model.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 Transit Advertising Agreement Between the City of Everett and Lamar Transit, LLC.

**AMENDMENT NO. 2
TRANSIT ADVERTISING AGREEMENT
BETWEEN THE CITY OF EVERETT
AND LAMAR TRANSIT, LLC**

This Amendment No. 2 is dated for reference purposes June 30, 2020. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Lamar Transit, LLC ("Contractor").

RECITALS

A. The City and Clear Channel, Inc. were parties to the Transit Advertising Agreement dated August 1, 2013, as amended by Amendment No. 1 dated April 12, 2018 (as amended, the "Agreement"). Contractor is successor-in-interest to Clear Channel Inc. pursuant to the assignment dated February 22, 2016, executed by the parties.

B. COVID-19 has had a significant impact on the Puget Sound Region and on Contractor's ability to perform under the Agreement. The parties agree this was beyond the reasonable control of Contractor. Contractor has acted diligently to remedy to the extent the Contractor has been able.

C. The City also desires to re-evaluate transit advertising. Accordingly, the City prefers that the Agreement term end on December 31, 2020. The current term is until June 30, 2023.

D. Under the current Agreement, the Contractor is to make a \$95,000 payment to the City on July 1, 2020, which is the beginning of the Contract Year 3. Once the Contractor's net revenue exceeds \$172,727 during Contract Year 3, then the City receives 55% of those excess revenues.

E. The City and Contractor have agreed that the upfront \$95,000 payment due on July 1, 2020 is no longer reasonable in light of the impact of COVID-19 and the fact that City desires the term of the Agreement to end on December 31, 2020. Instead, the parties agree, as set forth in this Amendment, that the City will receive 55% of all net revenues during July 1, 2020 to December 31, 2020.

AGREEMENT

The City and Contractor agree as follows:

1. Effective from July 1, 2020 until December 31, 2020, Section 3 of the Agreement is amended to read as follows:

Payment. CONTRACTOR hereby agrees to pay to Everett Transit fifty-five percent (55%) of all Contractor's Everett Transit net revenue during July 1, 2020 to December 31, 2020. Net revenue is defined as the gross sales less any recognized advertising agency commission. Within twenty (20) days after the end of each calendar month,

Handwritten initials "DM" in a circle and the date "6/18/20" below it.

CONTRACTOR shall pay such 55% to Everett Transit. With such payment, CONTRACTOR will provide Everett Transit a statement of the gross billings, calculation of net revenue, and collections for such month, including a statement of the size and type of display contracted for by each advertiser and other information as may reasonably be requested by Everett Transit.

For clarity, the parties agree that this amendment eliminates the \$95,000 payment due on July 1, 2020 under Amendment No. 1.

2. The Agreement is modified so that it expires on December 31, 2020.
3. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

LAMAR TRANSIT, LLC

By: _____
Cassie Franklin, Mayor

Signature: 
Typed/Printed Name: TED MANN
Title: VP/GM

Date

6/18/20

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk
Date: _____

City Attorney
Date: _____



An Ordinance amending Ordinance No. 3661-19 entitled "Everett Fire Administration Building Tenant Improvements Project", Fund 342, Program 027, to accumulate the design and construction costs for the project in the amount of \$1,600,000.00.

Project title:

City Council Agenda Item Cover Sheet

Council Bill #

CB 2006 39

Agenda dates requested:

June 24, 2020

July 1, 2020

July 8, 2020

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Ordinance Amendment

Department(s) involved:

Facilities

Contact person:

Ruben Sanchez

Phone number:

425-257-6293

Email:

rsanchez@everettwa.gov

Initialed by:

PK

Department head

Administration

[Signature]
Council President

Consideration: Ordinance Amending Ordinance No. 3661-19

Project: Everett Fire Administration Building Tenant Improvements Project

Partner/Supplier: To be determined

Location: 2801 Oakes Avenue

Preceding action: Funding Ordinance February 20, 2019

Fund: Fund 342, Program, 027 (CIP-1)

Fiscal summary statement:

The funding source for this project is CIP-1.

Bids for the Everett Fire Administration Building Tenant Improvements Project were opened on June 2, 2020. Based on the lowest responsive bid the total project estimate is as follows:

Design and Construction Administration	\$ 100,000
Construction	\$1,200,000
Other Project Cost	\$ 300,000
Total	\$1,600,000

The construction estimate includes sales tax and a 10% change order contingency. The other project cost estimate includes items such as permit fees, utility costs, furniture and moving. The \$1,600,00 is an all-inclusive total project estimate.

Project summary statement:

Ordinance No. 3661-19 was established on February 20, 2019 to fund the design for the Everett Fire Administration Building Tenant Improvements Project in the amount \$110,000.

As indicated to City Council when the original funding ordinance was established, the purpose of this project is to renovate the Fire Administration building. This will allow Fire Department Administrative staff to move into the building, vacating space currently occupied by Fire staff on the seventh floor of the Everett Municipal Building. (The vacated space will be part of the office area to be re-designed to accommodate the future tenancy of select Public Works staff.)

The Everett Fire Administration Building Tenant Improvements includes office space renovation on 1st and 2nd floors; a 1st floor ADA restroom; new electrical, mechanical, phone and data systems; 1st and 2nd floor selected windows' replacement, and garage door replacement.

Prior to construction, 8 Fire Department staff will move from the Fire Administration Building to the Everett Municipal Building. Physical distancing will be achieved by placing relocated staff into private offices. When the tenant improvements are completed approximately 20 staff will move from the Everett Municipal Building to the Fire Administration Building. Physical distancing in the Fire Administration Building will be achieved by placing staff in private offices. (This is the original design concept.)

The bid award will follow the third reading of the funding Ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 3661-19 entitled "Everett Fire Administration Building Tenant Improvements Project", Fund 342, Program 027, to accumulate the design and construction costs for the project in the amount of \$1,600,000.00.



ORDINANCE NO. _____

An Ordinance amending Ordinance No. 3661-19 entitled “Everett Fire Administration Building Tenant Improvements Projects”, Fund 342, Program 027, to accumulate the design and construction costs for the project in the amount of \$1,600,000.00.

WHEREAS,

- A. The City Council has recognized the need for tenant improvements for the Everett Administration Building located at 2801 Oakes Avenue.
- B. Ordinance No. 3661-19 was established as Fund 342, Program 027 entitled “Everett Fire Administration Building Tenant Improvements Project” to accumulate design costs for the project.
- C. Additional funding is required to complete the project.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 3 of Ordinance No. 3482-16 which reads as follows:

The sum of \$110,000.00 is hereby appropriated to Fund 342, Program 027, “Everett Fire Administration Building Tenant Improvements Project”.

A.	Use of Funds	
	<u>Design and Construction Administration</u>	\$ 110,000.00
	Total	\$ 110,000.00
B.	Source of Funds	
	CIP 1	\$ 110,000.00

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

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

The sum of \$1,600,000.00 is hereby appropriated to Fund 342, Program 027 “Everett Fire Administration

Building Tenant Improvements Project.

A.	Use of Funds	
	Design and Construction Administration	\$ 100,000.00
	Construction	\$ 1,200,000.00
	Other Project Cost	\$ 300,000.00
	Total	\$ 1,600,000.00

B.	Source of Funds	
	CIP 1	\$ 1,600,000.00

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

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

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

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

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

2020 ORDINANCE: Everett Fire Administration Tenant Improvements Project



VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

