

**SPECIAL MEETING NOTICE:**

**CITY COUNCIL SPECIAL MEETING \ LISTENING  
AND LEARNING SESSION**

**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](mailto:COUNCIL@EVERETTWA.GOV).**

**EVERETT CITY COUNCIL PRELIMINARY  
AGENDA**

**4:00 P.M., WEDNESDAY, JULY 15, 2020**

Roll Call

Approval of Minutes: July 8, 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 \$830,199.94 for the period of June 27, 2020 through July 3, 2020.

Documents:

[Res-29.pdf](#)

(2) Accept the construction of the 3600 Smith Street Clean up as complete and Authorize the Mayor to sign the Certificate of Completion with IO Environmental & Infrastructure in the amount of \$406,371.88.

Documents:

[Smith Street \(2\).pdf](#)

(3) Authorize the Mayor to sign Interlocal Agreement with Snohomish County for the Clark Property Acquisition.

Documents:

[Clark Property-1.pdf](#)

(4) Authorize the Mayor to sign the Interlocal Agreement and supplemental work order with Snohomish County and Authorized Subdivision User Agreement with Pictometry International Corp. for network equipment hosting, internet access and aerial imagery for \$15,655.50, plus Washington State sales tax.

Documents:

[Pictometry.pdf](#)

(5) Authorize the Mayor to sign Agreement No. TCPRA-1921-EverPW-0080 with the Washington State Department of Ecology for grant funding related to oversight of the Everett Landfill redevelopment compliance.

Documents:

[Riverfront.pdf](#)

(6) Adopt Resolution regarding grant funding managed through the Washington State Recreation and Conservation office for the acquisition of property adjacent to Wiggums Hollow Park project.

Documents:

[Wiggums Hollow.pdf](#)

(7) Adopt Resolution regarding grant funding managed through the Washington State Recreation and Conservation office for the Silver Lake Trail Development project.

Documents:

[Silver Lake.pdf](#)

(8) Adopt Resolution regarding grant funding managed through the Washington State Recreation and Conservation office for Emma Yule Park Development project.

Documents:

[Emma Yule-1.pdf](#)

(9) Adopt Resolution regarding grant funding managed through the Washington State Recreation and Conservation office for the Edgewater Park Sports Court Development project.

Documents:

[Edgewater Park.pdf](#)

WORKSHOP:

Diversity, Equity and Inclusion – Listen and Learning Session. Session intended to obtain information and begin dialogue. Because this is a workshop, we cannot take public comment at this time. This is an opportunity for council to hear from community presenters and begin dialogue. After hearing today's session, we would encourage you to forward your comments to [Council@everettwa.gov](mailto:Council@everettwa.gov). Thank you for understanding.

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](http://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 27, 2020 through July 3, 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	1,320.28	101	Parks & Recreation	8,964.68
002	General Government	150,428.57	110	Library	19,744.25
003	Legal	100,915.04	112	Community Theater	12,500.00
004	Administration	811.45	120	Public Works-Streets	77.00
005	Municipal Court	4,639.85	145	Real Property Acquisition	330.00
007	Human Resources	1,343.89	146	Property Management	16,713.20
009	Misc Financial Funds	2,301.08	152	Cum Reserve-Library	52.79
010	Finance	2,590.28	153	Emergency Medical Services	59,179.93
015	Information Technology	459.37	156	Criminal Justice	15,569.50
018	Communications, Mktg & Engag	41.18	197	CHIP Loan Program	60,857.86
021	Planning & Community Develop	4,246.61	198	Community Dev Block Grants	3,191.10
024	Public Works-Engineering	4,232.87	336	Water & Sewer Sys Improv Proj	17,166.07
026	Animal Shelter	2,297.05	401	Public Works-Utilities	78,765.26
027	Senior Center	644.19	402	Solid Waste Utility	44,780.91
031	Police	11,667.06	425	Public Works-Transit	75,324.69
032	Fire	3,764.99	440	Golf	33,811.28
038	Facilities/Maintenance	1,078.79	501	MVD-Transportation Services	53,678.98
	<b>TOTAL GENERAL FUND</b>	<b>\$ 292,782.55</b>	503	Self-Insurance	34,852.98
			637	Police Pension	1,626.00
			638	Fire Pension	230.91
			<b>TOTAL CLAIMS</b>	<b>\$ 830,199.94</b>	

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Council President

**Project title:** Construction of the 3600 Smith Street Clean Up as Complete and Authorize the Mayor to Sign the Certificate of Completion with IO Environmental & Infrastructure in the Amount of \$406,371.88

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent July 15, 2020  
Action  
Ordinance  
Public hearing  
Yes  No

**Budget amendment:**  
Yes  No

**PowerPoint presentation:**  
Yes  No

**Attachments:**  
Certificate of Completion

**Department(s) involved:**  
Everett Transit  
Legal  
Administration

**Contact person:**  
Vincent Bruscas

**Phone number:**  
425-257-6292

**Email:**  
vbruscas@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** 3600 Smith Street Clean Up

**Partner/Supplier :** IO Environmental & Infrastructure Inc.

**Location:** 3600 Smith Street

**Preceding action:** Bid Award – September 25, 2019

**Fund:** Everett Transit – Fund 425

**Fiscal summary statement:**

The source of funds for this project is Everett Transit - Fund 425

A breakdown on the amounts of the construction contract is as follows:

- Base Bid \$333,508.46
- Change Orders \$ 66,976.29
- Sales Tax \$ 5,887.13
- Final Contract Amount \$406,371.88

The City will hold retainage in the amount of \$20,024.25 until it receives approval from the Department of Revenue and the Department of Labor & Industries to release retainage.

**Project summary statement:**

IO Environmental & Infrastructure has completed the 3600 Smith Street Clean Up in accordance with the plans and specifications and to the satisfaction of Everett Transit.

Acceptance of the construction of the 3600 Smith Street Clean Up will allow the Mayor to sign the Certificate of Completion, which will start the 60-day retention period to release retainage.

**Recommendation (exact action requested of Council):**

Accept the construction of the 3600 Smith Street Clean Up as complete and authorize the Mayor to sign the Certificate of Completion with IO Environmental & Infrastructure in the amount of \$406,371.88.

City of Everett  
3600 Smith Street Clean Up

00 65 19 - 1

**SECTION 00 65 19 - CERTIFICATE OF COMPLETION FORM**

CONTRACTOR: IO Environmental & Infrastructure, Inc.  
ADDRESS: 14734 NE 95<sup>th</sup> Street  
CITY: Redmond STATE: WA DATE: 02/13/2020  
PROJECT TITLE: 3600 Smith Street Clean Up  
DATE WORK COMPLETED: 12/09/2019 FINAL CONTRACT AMOUNT: \$406,371.88

**CONTRACTOR'S CERTIFICATION**

I, the undersigned, having first been duly sworn, certify that the attached statement 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 statement is a true and correct statement showing all the moneys due me from the City of Everett under this contract; that I have carefully examined said final statement 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 statement.

X *Alfonso A. Maldonado* X CEO  
CONTRACTOR TITLE

Subscribed and sworn to before me this 6 day of June, 2020  
X *Marisela Higuera* Notary Public  
in and for the State of Washington, residing at CATI FORMER



San Diego CA.

**DEPARTMENT CERTIFICATION**

APPROVED Date: \_\_\_\_\_

I Certify the attached final statement to be true and correct to the best of my knowledge.

X *Vikram B* X *Cassie Franklin*  
Project Manager Director

**ADMINISTRATION USE ONLY**

Date of Acceptance \_\_\_\_\_ By: X Cassie Franklin, Mayor

Approved as to Form \_\_\_\_\_

X \_\_\_\_\_  
City Attorney

**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.

Revised 11-03

**END OF SECTION 00 65 19**



**Project title:** An Interlocal Agreement with Snohomish County for the Clark Property Acquisition

### City Council Agenda Item Cover Sheet

**Council Bill #**

**Consideration:** Interlocal Agreement

**Project:** Clark Property Acquisition

**Agenda dates requested:**

**Partner/Supplier :** Snohomish County

**Location:** 518 Madison St., Everett, WA

Briefing

Proposed action

Consent 7/15/2020

Action

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Interlocal Agreement

**Department(s) involved:**

Parks, Real Property, Legal, Administration

**Contact person:**

Bob Leonard

**Phone number:**

(425) 257-8335

**Email:**

bleonard@everettwa.gov

**Preceding action:** Purchase and Sale Agreement Approved on 2/5/2020

**Fund:** Property Management Fund 145

**Fiscal summary statement:**

The Snohomish County Council approved a grant on July 17, 2019 from the Snohomish County Conservation Futures Property Tax Fund to the City of Everett Parks Department to acquire the property adjacent to the existing Madison Morgan Park known as the Clark Property. City staff obtained a grant utilizing the Snohomish County Conservation Futures Program for \$200,000 with the intent of purchasing the Clark property. Council approved a Purchase and Sale Agreement for \$180,000 on February 5, 2020. The City will use Fund 145 for the purchase of the property and reimburse Fund 145 upon receipt of the grant funding from Snohomish County.

**Project summary statement:**

The City of Everett was interested in purchasing the Clark property located adjacent to Madison Morgan Park with the intent of providing additional open space and extending the trails.

Staff obtained grant funding through the Snohomish County Conservation Futures Program to purchase the Clark property.

Attached is an interlocal agreement with Snohomish County obligating the funds for the Clark Property Acquisition.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign an Interlocal Agreement with Snohomish County for the Clark Property Acquisition.

**Initialed by:**

Department head

Administration

Council President

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF EVERETT  
CONCERNING  
ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS**

THIS INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT CONCERNING ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS (this "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF Everett, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

**RECITALS**

A. The County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code.

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to the County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

C. The City applied for resources from the Snohomish County Conservation Futures Property Tax Fund to acquire fee simple interest to approximately .34 acres of real property located in the City of Everett, referred to as Clark Property Acquisition, and more particularly described in Section 1 below (hereinafter referred to as the "Property").

D. Whereas, on June 5, 2019 the Conservation Futures Program Advisory Board (the "Board") at its regularly scheduled meeting listened to the presentation, reviewed the project proposal and voted to recommend project funding, through the Conservation Futures Property Tax Fund in the amount of Two Hundred Thousand Dollars (\$200,000.00) to assist with purchase of the Property.

E. On July 27, 2019, the Snohomish County Council, by Motion No. 19-193, allocated funding in the amount of Two Hundred Thousand (\$200,000.00) Dollars to the City of Everett from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

NOW, THEREFORE, in consideration of the mutual promises set out below and for other good and valuable consideration, the Parties agree as follows:

1. **Identification of Property.** The unimproved Property is located in the City of Everett, Washington and is generally legally described as follows:

SEE ATTACHED EXHIBIT A.

2. **Purpose of Property Acquisition.** The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

3. **Duration.** This Agreement shall become effective when executed by both parties and posted on the County's Interlocal Agreements website (the "Effective Date"). If the Property is acquired within the time frame provided in Section 5.1 below, this Agreement shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property is not acquired within the time frame provided in Section 5.1 below, this Agreement shall be terminated; PROVIDED, HOWEVER, that the County and the City may mutually agree in writing, prior to termination, upon an extension of time.

4. **Administrators.** Each party to this Agreement shall designate an individual (an "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following:

County's Initial Administrator:

Tom Teigen, Director  
Snohomish County Parks and  
Recreation  
6705 Puget Park Drive  
Snohomish, WA 98296

City's Initial Administrator:

Lori Cummings  
Executive Director, Parks, Culture  
and Communications  
802 E. Mukilteo Blvd  
Everett, WA 98203

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

5. **Duties of the City to Acquire, Operate, Maintain and Conserve.** The City shall:

5.1 Acquire the Property within twenty-four (24) months of the Effective Date of this Agreement and upon closing maintain, operate and conserve the Property for open space and passive park purposes. The City shall undertake all reasonable

efforts to acquire the Property but if the owner of is not a willing seller, the City shall not utilize the power of eminent domain to acquire the Property.

**5.2** Immediately following acquisition of the Property, execute and record an instrument conveying a Conservation Easement for the Property to the County in substantially the form attached hereto as Exhibit B (the "Conservation Easement").

**5.3** Submit an annual report to the County on February 1 of each subsequent year detailing compliance with all on-going requirements of this Agreement.

**5.4** Forward a copy of the recorded deed conveying the Property and a copy of the executed Conservation Easement for the Property to the County as soon as the same are returned from the Snohomish County Auditor.

**5.5** Provide an identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing the County as a participant in the acquisition of the Property through the Snohomish County Conservation Futures Program.

**5.6** Fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and the Conservation Easement.

**5.7** Submit to the County a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.

**5.8** Pay to the County, upon sale of any of the City's interest in the Property, or any portion thereof, a pro rata share of any consideration received, less the costs of improvements funded by the City. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement.

**5.9** Pay on a current basis all taxes or assessments levied on Property-related activities and the Property; PROVIDED, HOWEVER, that nothing contained herein will modify the City's right to contest any such tax, and the City will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

**5.10** Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

**6. Payment from the County.** The County shall provide financial assistance to the City in the amount of up to \$200,000.00 from the Conservation Futures Fund for the

acquisition of the Property. Payment shall be made within twenty (30) days of County receipt of a City invoice submitted with documentation of imminent purchase of the Property and transfer of title, provided the City has complied with all of the terms of this Agreement. In no event shall the County be obligated to provide any payment to the City in excess of the actual purchase price of the Property. Any obligations of the County beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with its Charter and applicable law.

**7. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

**8. Records, Inspections and Audits.** The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition, income from the Property, maintenance and operation costs, and the cost of post-acquisition improvements. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the City will pay the cost of the audit, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

The City will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if the City proposes to dispose of any documents materially related to the Property for a period less than seven (7) years, then the City will deliver the same to the County for disposition by the County.

The County may at all times enter the Property to determine the City's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons who may have an interest in the purposes of the County's visit may accompany the County.

The City acknowledges and agrees that its obligations under this Section 8 will survive termination of this Agreement.

**9. Risk of Loss.** All of the City's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the City's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.

**10. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

**11. Hold Harmless and Indemnification.** The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Properties and this Agreement; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**12. Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, the City's designated representative and County's designated representative shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City's Mayor and to the Director of the Snohomish County Department of Parks and Recreation; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either Party may file suit in a court of competent jurisdiction. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

**13. Notice.** All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator or Administrator's designee at the addresses set forth in Section 1.4 above. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**14. Miscellaneous.**

**14.1. Entire Agreement; Amendments.** This Agreement shall constitute the full and complete Agreement of 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 be amended only by written agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this Agreement.

**14.2. Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all

parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**14.3. Governing Law and Stipulation of Venue.** This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

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

**14.5. No Third Party Rights.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.

**14.6. Binding on Successors.** All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

**14.7. No Waiver.** Payment by the County under this Agreement shall not constitute a waiver by the County of any claims it may have against the City for any breach of this Agreement or for failure of City to perform the work or actions, as specified in this Agreement. Forbearance of the rights of the parties under this Agreement will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

**14.8. No Employee Relationship.** In performing work and services pursuant to this Agreement, the City, its employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of the County in any manner whatsoever. The City shall not hold itself out as, nor claim to be, an officer or employee of the County and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County. The City shall be solely responsible for any claims for wages or compensation by the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold County harmless therefrom.

**14.9 Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

**14.10 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.

**14.11 Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

**14.12 No Assignment.** This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

**14.13 Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

**14.14 No Joint Venture.** 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.

**14.15 No Separate Entity Necessary.** The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

**14.16 Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

**14.17. 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.





**Project title:** Interlocal Agreement with Snohomish County and Authorized Subdivision User Agreement with Pictometry International Corp. for Information Technology Services

**City Council Agenda Item Cover Sheet**

**Council Bill #** *interoffice use*

**Project:** Interlocal Agreement with Snohomish County for Information Technology Services

**Partner/Supplier:** Snohomish County

**Location:**

**Preceding action:** None

**Fund:** 507/Telecom and 401/Utilities

**Agenda dates requested:**

July 15<sup>th</sup>, 2020

Briefing

Proposed action

Consent  X

Action

Ordinance

Public hearing

Yes  X  No

**Budget amendment:**

Yes  X  No

**PowerPoint presentation:**

Yes  X  No

**Attachments:**

Interlocal agreement,  
Supplemental Work Order,  
Eagleview (Pictometry)  
Authorized Subdivision User  
Agreement

**Fiscal summary statement:**

Network Equipment Hosting and Internet Access: \$5,418 annually paid by the 507/Telecom fund. No additional budget required.

Aerial Imagery: \$10,237.50 annually paid through the 401/Utilities fund. No additional budget required.

**Project summary statement:**

This is an Interlocal Agreement between the City of Everett and Snohomish County to provide network equipment hosting, internet access and aerial imagery services.

The City of Everett currently contracts through Snohomish County for network equipment hosting and Internet access.

The City of Everett is adding aerial imagery through Snohomish County. Aerial imagery integrates with city GIS map data to support infrastructure operation and maintenance, capital project design, permitting, comprehensive planning and emergency response. Updated imagery offers visualization of properties providing a better understanding of current land features for decision making. The aerial imagery is used in conjunction with Geographic Information Systems (GIS) for mapping purposes. By purchasing through Snohomish County, the City of Everett can significantly reduce the cost of acquiring aerial imagery.

**Department(s) involved:**

Information Technology and Utilities

**Contact person:**

Judie Shirley

**Phone number:**

425-257-7700

**Email:**

jshirley@everettwa.gov

**Initialed by:**

SH

Department head

Administration

Council President

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Interlocal Agreement and supplemental work order with Snohomish County and Authorized Subdivision User Agreement with Pictometry International Corp. for network equipment hosting, internet access, and aerial imagery for an annual cost of \$15,655.50 plus Washington State sales tax.

COUNTY DEPARTMENT: Department of Information Technology

CONTACT PERSON: Viggo Forde, Director

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/EMAIL: (425) 388-3703 /

PUBLIC AGENCY: City of Everett

AGENCY CONTACT PERSON: Steven L. Hellyer

ADDRESS: 2930 Wetmore Avenue, Suite A

Everett, WA 98201

TELEPHONE/EMAIL: 425-257-8777/

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders  
Not to exceed \$100,000 for the five (5) year  
life of the Agreement

FUND SOURCE: City of Everett

CONTRACT DURATION: Five (5) Years from date of Contract  
Execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH  
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, through its Department of Information Technology (hereinafter "County" or "SCDOIT") and the CITY OF EVERETT (hereinafter "Everett"), for the purpose of SCDOIT providing information technology services to Everett.

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDOIT to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS Everett is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, Everett requires information technology services, which may include maintenance and support, assistance in the planning, management, control, operation, and use of information services, network, telecommunications, information processing, equipment, purchased services and proprietary software;

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

1. Scope of Information Technology Services:

- a. The County will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for Everett, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of information technology goods and information services to be provided are limited to the following:

- A. Assisting in the planning, management, control, operation and use of integrated city, jurisdictional, government and County networks, telecommunications, information processing, systems and equipment required by Everett; Providing ISP (Internet Service Provider) services.

B. Administration of yet to be identified centralized support systems and services for Everett where they generally promote more efficient management and utilization of such services.

C. Provide Orthoimagery through Snohomish County's agreement with EagleView (Pictometry International Corp.).

D. Other functions as may be mutually agreeable.

2. Contract Maximum. All Supplemental Work Orders executed under this ILA shall not exceed an aggregate total of \$100,000.

3. TREATMENT OF ASSETS. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO Everett BY THE COUNTY ARE FURNISHED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES REGARDING USE OR RESULTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS INDICATED IN AN SWO FOR SERVICE.

Title to all property furnished by the County shall remain in the County. Title to all property purchased by Everett for which Everett is not reimbursed by the County shall remain in Everett. Title to all property purchased by Everett for which Everett is reimbursed by the County and is used as a component of services provided under this Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of the County furnished to Everett shall, unless otherwise provided in this contract, or approved by the County, be used only for the performance of this Agreement or a SWO. Everett shall be responsible for any loss or damage to County property that County furnishes to Everett.

If County property is lost, destroyed, or damaged, Everett shall immediately notify the County and shall take all reasonable steps to protect the property from further damage.

3. Surrender of Property. Everett shall surrender to County all property of County upon completion, termination, or cancellation of this Agreement. Conversely, County shall surrender to Everett all property of Everett upon completion, termination, or cancellation of this Agreement.
4. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. Compensation: Everett may request an estimate or quotation of cost for proposed information technology goods or information processing services from County. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

Everett will pay County for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the County in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the County and shall be effective ninety (90) days after written notice of change is provided to the Everett, postage paid in the US mail.

The County will submit an invoice or advice of charge to Everett annually for the service fees, or as defined in a SWO, detailing charges for services rendered. Payment is due in full

upon receipt of the invoice by Everett and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. Invoices related to SWOs with balances more than ninety (90) days past due is cause for the termination of a SWO . Amounts disputed by Everett under Section 7 of this Agreement are not subject to late payment charges.

6. Obligations of Everett are as follows: As to all new Everett acquisitions of any information technology equipment, software or systems to be serviced under this Agreement, Everett shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDOIT and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Everett shall make payment to County of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

7. Mutual Covenants: Everett will promptly notify the County in writing of issues regarding invoices, or of services which Everett believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services, whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment executed with the same formalities as are required for execution of this Agreement.

Both parties understand the County retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. County agrees to allocate sufficient capacity to meet the existing processing requirements of Everett.

8. County Review and Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, the County may, following review by the SCDOIT, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, the County will either accept or reject Everett systems and services as listed in the SWO. The County will not invoice Everett until the County has accepted service and/or system delivery responsibility. Everett is not required to pay for services or systems until the County accepts delivery responsibility for those services and/or systems.

9. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. County and Everett shall keep all records required by this contract in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, Everett shall hold harmless, indemnify, and defend, at its own expense, SCDOIT, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Everett's performance of this Agreement, including claims by Everett's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, County shall hold harmless, indemnify, and defend, at its own expense Everett, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Everett, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Everett and County, including claims by Everett's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Everett and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will County or Everett be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of the County or Everett under this Agreement or any SWO hereunder, even if the County or Everett has been advised of the possibility of such damages.
12. Compliance with Laws: The County and Everett shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. Everett will comply with SCDOIT procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: The County and Everett shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of the other party.

14. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
15. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow the County to provide a variety of information technology services to Everett as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the services to be provided and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
17. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
18. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.
19. No Separate Legal Entity: To accomplish the purposes of this Agreement, the parties do not create a separate legal entity nor do the parties form a joint board.

“County”

“Everett”

SNOHOMISH COUNTY

CITY OF EVERETT

By: \_\_\_\_\_  
County Executive Date

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date

Approved as to Form Only:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

\_\_\_\_\_  
City of Everett Attorney Date

Approved as to indemnification provisions:

\_\_\_\_\_  
Risk Management Date

Recommended for Approval:

\_\_\_\_\_  
Viggo Forde, Director Date  
Snohomish County Department of Information Technology

## **Exhibit A - Supplemental Work Order (SWO 20-01)**

### **Network, Internet & GIS Support Services**

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCDOIT”) and city of Everett (“Everett”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Everett and Snohomish County to Provide Information Services dated as of \_\_\_\_\_, 20\_\_\_. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to Everett. This SWO also serves as the Service Level Agreement, (See Section 6 Responsibilities, and Service Level Response Table of this SWO) between Everett and SCDOIT.

- 1. Purpose:** The purpose of this SWO is for SCDOIT to provide to Everett information services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this SWO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCDOIT.
- 3. Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for five years unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this SWO shall also terminate on the ILA termination date.
- 4. Prohibited Use of Services:**
  - a.** Everett shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
  - b.** By executing this SOW, Everett acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement .

5. **Resale of Snohomish County Services:** Everett shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.
  
6. **Service Levels and Designated Points of Contact and Escalation Points:** SCDOIT's designated point of contact for Everett to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDOIT Help Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCDOIT.

SCDOIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

Everett's designated point of contact for SCDOIT to send invoices, problem-solve and otherwise conduct business shall be:

Everett Primary Contacts:	Steven L. Hellyer, Information Technology Director 425-257-8777 shellyer@everettwa.gov
Everett GIS Contacts:	Brent Linder, M & O Supervisor 3200 Cedar Street, Everett WA 98201 Blinder@everettwa.gov 425-257-8816
Everett Billing Contacts	Judie Shirley, Administrative coordinator 2930 Wetmore Avenue, Suite A Everett, WA 98201 425-257-7700 jshirley@everettwa.gov

### Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
<b>Emergency Response</b>	Network outage, multi-user outage/ critical event, or when Everett is unable to conduct business.	1 hour	SCDOIT's assigned primary response contact will make contact within two (2) hours of receiving notification from either the Help Desk or Management. If contact is not made within 2 hours the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
<b>Priority Problem Response</b>	Network is impaired, Everett is still able to conduct business, but no practical workaround exists.	3 Hours	SCDOIT's primary response contact will make contact with Everett's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
<b>Routine Response</b>	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCDOIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

7. **Payment for Services:** The County will invoice Everett for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). Everett will be billed in full for Services rendered up to and including the date the County receives Everett's cancellation or change request.
8. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of the City of Everett.
9. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDOIT are outlined in Appendix A of this SWO.
10. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications which remain within the ILA Contract Maximum will be made through the issuance of a new SWO, which will take precedence over the original SWO.
11. **Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
12. **Notices:** Notices and other communications between Snohomish County and Everett where delivery is not otherwise specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Everett shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Everett with notice at the email address most recently provided to the County by Everett for use in providing notices pursuant to the ILA.

### **13. Responsibilities:**

#### **a. SCDOIT Responsibilities:**

- i. Provide Everett's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide Everett one (1) units of rack space and UPS power in SCDOIT's Data Center for an ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and Everett's equipment.
- iv. Configure, maintain, provide warranty and repair all County-owned equipment and transports
- v. SCDOIT takes no ownership regarding the repair of Everett-owned equipment.
- vi. IT Service Desk (425-388-3378) will serve as initial point of contact for suspected problems or to request Data Center access.
  1. In the event SCDOIT determines a request for assistance is outside the scope of this SWO, SCDOIT will work with the Everett to develop and recommend approaches to meet Everett requirements.
- vii. SCDOIT will provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm PST, Monday through Friday, excluding holidays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.
- viii. Upon completion of the 2020, 2022 and 2024 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will provide Everett with orthogonal imagery for Everett's identified area of interest, which includes aerial imagery within the Everett city limits and additional surrounding area. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Everett up to ten (10) EagleView CONNEXplorer accounts based on staff names and emails provided by the City. In order to obtain the CONNEXplorer accounts and the orthogonal imagery, Everett shall execute an Authorized Subdivision Agreement with EagleView in substantially the same form as Appendix C to Exhibit A, and submit the Subdivision Agreement to the County for processing. County will assign and activate the CONNEXplorer accounts for Everett and provide orthogonal imagery upon receipt of a fully executed Authorized Subdivision Agreement between the City and EagleView.

#### **b. City of Everett Responsibilities:**

- i. Provide fiber connectivity between Everett and Snohomish County data facilities.
- ii. Provide Ethernet Switching equipment for one (1) units of rack space within County Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.

- iv. Configure, maintain, provide warranty and repair of all Everett owned equipment and transports.
- v. Provide to County a fully executed Subdivision Agreement between City of Everett and EagleView.

**14. Scheduled Maintenance:** Each Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight PST are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify Everett two (2) business days prior to the scheduled action.

**15. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

Everett Primary Contact: Steven L. Hellyer, Information Technology Director  
City of Everett  
2930 Wetmore Avenue  
Everett, WA 98201  
425-257-8777

SCDOIT Primary Contact: JD Braathen, Systems and Network Engineering  
Supervisor  
Snohomish County Dept. of Information Technology  
3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
(425) 388-7171

SCDOIT Primary Contact: Ed Whitford, GIS & Data Supervisor  
GIS Support Services  
Snohomish County  
Department of Information Technology  
3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
(425) 262-2150

***Signature Page Follows***

By their signatures, County and City of Everett hereby acknowledge and accept the terms and conditions of this SWO.

**Approved**

**City of Everett**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title* *Date*

**Approved**

**Snohomish County**

\_\_\_\_\_  
*Snohomish County Executive*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title* *Date*

## Appendix A to Exhibit A

### SWO City of Everett Services List and Summary of Annual Costs

SCDOIT will provide the following Services at the prepaid support rate identified below.

Note: Access during normal business hours will be covered under the Network Equipment Hosting service.

#### Network Services:

2020 Rates						
Services	Function and Identification	Qty	Activation Date	Charge Each	Monthly Charge	Annual charge
Network Equipment Hosting 1 Rack Unit Space, first 4 cross connects	Connectivity/ Equipment Hosting		01/01/2009		\$50.00	\$600.00
Internet Access	1 Mbps via 95 <sup>th</sup> Percentile	20		\$19.00	380.00	\$4,560.00
Administrative fees 5%					\$16.75	\$258.00
<b>Totals:</b>					<b>\$351.75</b>	<b>\$5,418.00</b>

#### Optional Support Services:

Services	Owner	Function and Identification	Qty	Date of Activation	LOC	Monthly Charge	Annual charge
Additional Cross Connects		Cross Connects		1/1/2009	SCDIS	\$25.00	
Administrative fees 5%						\$1.25	

Internet usage to be reviewed quarterly and Everett will be billed on the 95<sup>th</sup> percentile.

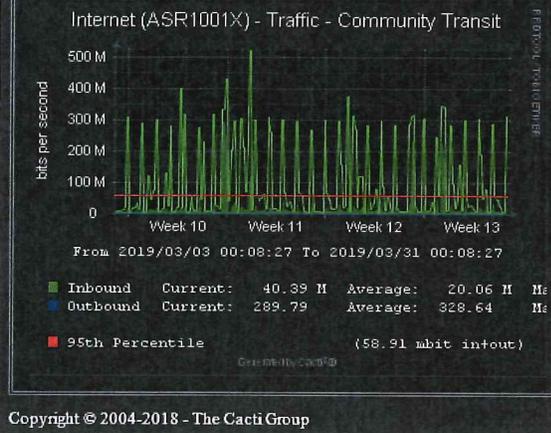
SCDOIT uses RRDtool to graphically represent the customer's bandwidth and billing operations data on a monthly recurring basis.

Bandwidth data is measured from the customer's activated network interface port on SCDOIT internet colocation, gateway switch, and recorded in a log file every 1 minute. At the end of each month, the samples are sorted from highest to lowest, and the top 5% of bandwidth utilization data is discarded. The next highest measurement (95<sup>th</sup> percent) becomes the billable utilization for the month.

These graphs will be made available upon customer request. See example chart below:

## Cacti Reporting Report

### Community Transit Monthly Report



## GIS Support Services:

Services	Function and Identification	Qty (sq. miles)	Rate	Product	Per acquisition charge	Annual charge
Imagery	Imagery Data	60	\$300/sq.mile	3" AccuPlus	\$18,000.00	\$9,000.00
Imagery	Imagery Data	25	\$60/sq.mile	9" AccuPlus	\$1,500.00	\$750.00
				Subtotal:	\$19,500.00	\$9,750.00
Administrative Fee 5%					\$975.00	\$487.50
				<b>Total:</b>	<b>\$20,475.00</b>	<b>\$10,237.50</b>

## Imagery Sharing – EagleView Regional Aerial Imagery

2020 Imagery Program Rates	
EagleView (Pictometry) Product	Square Mile Cost
3 Inch AccuPlus	\$300
9 Inch AccuPlus	\$60

Appendix B to Exhibit A  
Authorized Subdivision User Agreement



**Authorized Subdivision User Agreement**

Authorized Subdivision Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Pictometry Licensed Projects: \_\_\_\_\_

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("**Authorized Subdivision**")

Whereas, Pictometry and Snohomish County, WA (the "County") entered into an agreement dated \_\_\_\_\_ (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid

certified or registered United States Mail, return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**Authorized Subdivision**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Pictometry International Corp.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Authorize the mayor to sign Agreement No. TCPRA-1921-EverPW-00080 with the Washington State Department of Ecology for grant funding related to oversight of the Everett Landfill redevelopment compliance.

### City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:  
July 15, 2020

Briefing  
Proposed action  
Consent  No  
Action  
Ordinance  
Public hearing  
 Yes  No

Budget amendment:  
 Yes  No

PowerPoint presentation:  
 Yes  No

Attachments:  
Agreement

Department(s) involved:  
Public Works, Legal

Contact person:  
Randy Loveless

Phone number:  
425 257 8825

Email:  
rloveless@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Riverfront Development

Partner/Supplier: Washington State Department of Ecology

Location: Everett Riverfront

Preceding action: Agreement TCPRA-2015-EverPW-00012

Fund: 402

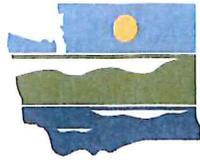
**Project summary statement:**

This Washington State Department of Ecology (Ecology) Oversight Grant provides funding for City oversight of the Everett Landfill redevelopment and compliance with the Consent Decree requirements.

The City and Ecology have been working together since 1994 to clean up the former Everett Landfill Tire Fire Site and oversee the requirements for its redevelopment. The grant provides for tasks to continue the monitoring of the Everett Landfill cleanup site, and for oversight of the developer compliance and environmental protection requirements of the Site’s Consent Decree.

The City is responsible for ensuring landfill development and construction activities comply with the provisions of the 2001 Everett Landfill Consent Decree. The grant covers 50% of eligible costs, with grant funding capped at \$290,000. Grant funding can be retroactively applied to costs incurred on or after 7/01/2019.

**RECOMMENDATION:** Authorize the mayor to sign Agreement No. TCPRA-1921-EverPW-00080 with the Washington State Department of Ecology for grant funding related to oversight of the Everett Landfill redevelopment compliance.



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**AGENCY**

## Agreement No. TCPRA-1921-EverPW-00080

### TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF EVERETT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CITY OF EVERETT, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	Everett Landfill Tire Fire
Total Cost:	\$1,210,000.00
Total Eligible Cost:	\$580,000.00
Ecology Share:	\$290,000.00
Recipient Share:	\$290,000.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Oversight Remedial Action Grant (Not an extended grant agreement)

#### Project Short Description:

Oversight of developer compliance with the terms of the Consent Decree for landfill gas and groundwater protection, cover compliance, necessary revisions to the sampling and analysis plan, and operations and maintenance of the gas and leachate control systems.

#### Project Long Description:

The Everett Landfill Tire Fire Site (Site) is about 70 acres in size, of which 66 acres have been land filled. The Site's borders are 36th Street to the north, Burlington Northern Santa Fe (BNSF) Railroad track to the west and east, and the Simpson site to the south. The Snohomish River and wetlands are to the east of the Site. At this time the only structures at the site relate to sewer lift stations and control facilities for the environmental control systems for leachate and landfill gas.

Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

ECOLOGY and the RECIPIENT have been working together since 1994 to clean up the Everett Landfill Tire Fire Site. The Site has now met the cleanup standards under the Model Toxics Control Act (MTCA).

From about 1917 to 1974, parts of the Site were used for landfill purposes. At first, the Site was used as a burning dump, a scrap metal recycling and burial yard, and a municipal landfill. The southern portion of the Site was the last active fill area. November 1974 was the last month that waste was received. The next year, the whole landfill was graded and closed in compliance with the regulations in effect at the time (WAC 173-301). A 12-inch soil layer was placed over the waste and was seeded with grass. In 1977, a commercial recycling operation began storing old rubber tires on the central and eastern half of the Site. After this, there were two fires in the tire piles, one in 1983 and one in 1984.

Contaminants of concern at this Site are total petroleum hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAH), bis (2-ethylhexyl) phthalate, and metals. Additional concerns were for control of landfill gas in the then current structures on and around the Site.

The RECIPIENT completed two Interim Actions at the Site under MTCA, but before a Consent Decree was signed. The first Interim Action was the Everett Landfill Site Grading in 1995. This project improved the site grading and the control of surface water. The RECIPIENT graded the entire Site (except for the two tire fire areas) to collect and control surface water and to reduce leachate. The RECIPIENT then put an extra two feet of soil cover over the waste areas, and improved site drainage.

The second Interim Action was in 1997 and 1998. During this project, the RECIPIENT:

- Installed a geomembrane cover on the eastern side slopes of the landfill.
- Added a lined leachate collection trench and transmission system for treatment at Everett's Waste Water Treatment Plant.
- Added two leachate pump stations.
- Installed a leachate control force main and access road.
- Installed site fencing.
- Added site cover.
- Controlled storm water on the eastern portion of the site.
- Removed and disposed of sediments in ditches around the site.
- Removed and disposed of the tires and tire fire ash that remained.

In 2001 the RECIPIENT signed a Consent Decree, No. 01 2 03640 6, with ECOLOGY for a Remedial Investigation/Feasibility Study and Cleanup Action Plan. The Consent Decree allowed for redevelopment of the Site. The RECIPIENT did further landfill gas monitoring from 2001 to 2003 and installed a perimeter landfill gas control system in 2004, and improved it in 2006 and again in 2012.

The Snohomish County's onsite Everett Transfer Station was closed and torn down in 2004. In 2006 the RECIPIENT built a bridge to pass 41st street over the existing rail lines west of the Site. It also includes landfill gas control for the part of 41st street on the landfill.

In 2007 and 2008 the RECIPIENT's animal shelter was also relocated off site and the building was demolished, leaving no structures on site.

The Consent Decree for the Everett Landfill was prepared to allow site redevelopment, which is being completed by a private developer. The timing of the grant and work scope is critical to the redevelopment of the Site. The Site was first purchased by a developer in 2008; a second developer purchased the Site in 2013, with current redevelopment steps

Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

now in process. Site construction is expected by 2017 per the purchase agreement. The efforts and tasks under the grant will provide review of the development specifically for the environmental and public health and safety systems for protection from landfill gas, and direct contact; and also includes measures to protect the deeper aquifer from contamination.

This ECOLOGY Oversight Grant provides for developer review and compliance of the Everett Landfill Consent Decree during the redevelopment of the site. These tasks provide a revised sampling and analysis plan to monitor the landfill during redevelopment; and for oversight of the developer for compliance with landfill gas control, groundwater protection, and integrity of the landfill cover - all related to protecting the environment and public health and safety. The remaining work will be performing the first year of operations and maintenance of the landfill gas system designed to protect structures built on the landfill.

The Site has undergone a complete SEPA review and land use Master Plan (Planned Development Overlay Zone and Development Agreement) with the City of Everett Planning Department as the lead agency. A Final EIS was issued in June 2008, with the master planning and zoning issues completed soon thereafter. The proposed redevelopment will include construction of mixed use commercial/residential development on the former landfill, with nearby shoreline and habitat restoration areas.

Overall Goal:

The project goal is the redevelopment of the Everett Landfill site into a mixed use commercial (with residential) development that fully meets the requirements of the 2001 Consent Decree No. 01 2 03640 6. The Consent Decree was prepared to allow the site to be redeveloped and to adequately address and provide engineering controls for the potential hazards associated with a closed landfill.

State of Washington Department of Ecology  
Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

**RECIPIENT INFORMATION**

Organization Name: CITY OF EVERETT

Federal Tax ID: 91-6001248

DUNS Number: 155780190

Mailing Address: 3200 Cedar St.  
Everett, Washington 98201

Physical Address: 3200 Cedar St.  
Everett, Washington 98201

Organization Email: rtarry@everettwa.gov

Organization Fax: (425) 257-8945

**Contacts**

Agreement No: TCPRA-1921-EverPW-00080  
 Project Title: Everett Landfill Tire Fire  
 Recipient Name: CITY OF EVERETT

<p><b>Project Manager</b></p>	<p>Randy Loveless                  Associate Engineer</p> <p>3200 Cedar St.                  Everett, Washington 98201                  Email: rloveless@everettwa.gov                  Phone: (425) 257-8922</p>
<p><b>Billing Contact</b></p>	<p>Ayman Hanna                  Financial Analyst</p> <p>3200 Cedar St                  Everett, Washington 98201                  Email: ahanna@everettwa.gov                  Phone: (425) 257-8971</p>
<p><b>Authorized Signatory</b></p>	<p>Richard Tarry                  Engineering Services Manager</p> <p>3200 Cedar St.                  Everett, Washington 98201                  Email: rtarry@everettwa.gov                  Phone: (425) 257-8922</p>

Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Toxics Cleanup  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Sunny Becker  3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: hlin461@ecy.wa.gov Phone: (425) 649-7187
<b>Financial Manager</b>	Dan Koroma  PO Box 47600 Olympia, Washington 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 407-7187

State of Washington Department of Ecology  
Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

CITY OF EVERETT

By: \_\_\_\_\_

By:  \_\_\_\_\_ 6-25-20

Rebecca S. Lawson, P.E.,LHG Date

Richard Tarry Date

Toxics Cleanup  
Acting Program Manager

Engineering Services Manager

Template Approved to Form by  
Attorney General's Office

AUTHORIZED BY SIGNATURES  
ON PAGE 8

Agreement No: TCPRA-1921-EverPW-00080

Project Title: Everett Landfill Tire Fire

Recipient Name: CITY OF EVERETT

Cassie Franklin

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Mayor

Date

Sharon Fuller

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City Clerk

Date

David C. Hall

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City Attorney

Date

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$10,000.00**

Task Title: GRANT AND PROJECT ADMINISTRATION - J008

### Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible administrative costs may also include those incurred performing activities to:

- Ensure compliance with the terms of the approved work plans, Consent Decree except legal costs.
- Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Procure and manage consultants and construction contractors, and manage the contract.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop, and maintain grant files.
- Prepare and submit payment requests, progress reports, spending plans, or other reports.
- Conduct, coordinate, and schedule activities related to multiple tasks or the grant as a whole.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks.  
(Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's Financial Manager).
- Attend training events approved in advance, including related travel costs. (Training requires prior approval by ECOLOGY'S Financial Manager).
- Perform Environmental impact analysis.
- Perform Cost-benefit analyses.
- Conduct research or studies relevant to multiple tasks or sites.
- Manage scientific Data.

### Spending Plans:

The RECIPIENT shall submit a spending plan form in EAGL. The spending plan identifies the amount by quarter in which the RECIPIENT plans to bill ECOLOGY for accumulated costs through the term of the agreement.

The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests.

The spending plan form in EAGL must be updated with each payment request/progress report.

### Travel & Per Diem:

ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. To receive travel costs, an individual must be in travel status. Any costs incurred over the state rate will be the sole responsibility of the RECIPIENT unless an exception is provided in writing by the ECOLOGY grant financial manager prior to the costs being incurred. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, repairing or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.

### Task Goal Statement:

State of Washington Department of Ecology  
Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Randy Loveless

**GRANT AND PROJECT ADMINISTRATION - J008**

**Deliverables**

Number	Description	Due Date
1.1	Quarterly grant payment requests/progress reports (PRPR) with proper documentation. (unless otherwise approved in advance by ECOLOGY)	
1.2	Updated spending plan form completed in EAGL with each PRPR	

State of Washington Department of Ecology  
 Agreement No: TCPRA-1921-EverPW-00080  
 Project Title: Everett Landfill Tire Fire  
 Recipient Name: CITY OF EVERETT

**SCOPE OF WORK**

Task Number: 4 Task Cost: \$120,000.00

Task Title: FEASIBILITY STUDY AND REMEDY SELECTION - J004

Task Description:

This task funds RECIPIENT eligible costs ECOLOGY deems reasonable and necessary to complete Sampling and Analysis Plan (SAP) Revisions, feasibility studies, consistent with Consent Decree No. 01 2 03640 6 for the site.

Eligible activities include SAP revisions, project management costs, a review of existing well and gas probe locations and the installation of new monitoring wells and landfill gas probes at other locations as needed. This includes any surveying, mapping, brush clearing and site preparation activities or vactor services needed to replace the wells or initiate the advancement of the boreholes to replace the damaged probes. Eligible costs may also include waste profiling, and proper disposal of any waste derived during activities performed under this task either onsite per the Consent Decree or at an offsite permitted landfill.

Task Goal Statement:

Provide environmental monitoring of the Everett Landfill in compliance with Consent Decree 01-2-03640-6, and to install new or to replace damaged monitoring wells and landfill gas probes at the site.

Task Expected Outcome:

Ecology approved Sampling and Analysis Plan that is field implemented and ongoing in compliance with Consent Decree 01 2 03640 6.

Recipient Task Coordinator: Randy Loveless, Hanna Lintukorpi

**FEASIBILITY STUDY AND REMEDY SELECTION - J004**

**Deliverables**

Number	Description	Due Date
4.1	Feasibility Study	
4.2	Draft Cleanup Action Plan (DCAP)	

## SCOPE OF WORK

Task Number: 5 **Task Cost: \$125,000.00**

Task Title: ENGINEERING DESIGN - J005

### Task Description:

This task funds RECIPIENT eligible costs ECOLOGY deems reasonable and necessary to plan and perform environmental control measures at the Site consistent with Consent Decree No. 01-2-3640-6. This includes activities under three categories: Landfill Gas Protection, Landfill Cover Compliance, and Groundwater Protection Measures.

### Eligible Activities Include:

**Landfill Gas Protection:** RECIPIENT will review and coordinate the design and construction requirements of Consent Decree No. 01-2-3640-6 for the Site to ensure the Site remains in compliance with the terms of the Consent Decree. RECIPIENT shall review the perimeter of the landfill gas collection system, blower stations and disposal systems, including items such as instrumentation and SCADA controls, telemetry and backup power systems. Included in eligible costs are any collection improvements, evaluations for designs and agency approvals, and permitting efforts. Work includes engineering evaluations, designs, any needed permits and construction documents, construction, construction oversight and construction reporting. RECIPIENT shall also observe and document the landfill gas collection system design and construction by the developer, and for the monitoring requirements, once constructed.

**Landfill Cover Compliance:** RECIPIENT shall review and coordinate the design and construction requirements of Consent Decree No. 01-2-3640-6. Including RECIPIENT's review of the landfill cover design, development of the quality assurance/quality control plan, and monitoring, observing and documenting the construction of the landfill cover system performed by the developer. RECIPIENT shall provide a review of all developer submittals, document the review process, provide a third-party review of the design, site inspections and construction quality assurance reporting, and coordination and oversight with ECOLOGY to ensure compliance with Consent Decree No. 01-2-3640-6.

**Groundwater Protection:** RECIPIENT shall provide oversight of the design, creation of the quality assurance/quality control plan, and observe and document the landfill pile installation design and construction by the developer and shall ensure protection of the deep aquifer at the landfill. Eligible costs include City staff review of all developer submittals and designs, including piling design and specifications, documentation of piling location and installation specifics, QA/QC plans, site inspections, and coordination with ECOLOGY to ensure compliance with Consent Decree No. 01-2-3640-6.

### Task Goal Statement:

**Landfill Gas Protection:** The system is designed and constructed, with operational controls in place to protect against potential landfill gas migration from the closed landfill site and to collect landfill gas from the developed portions of the site.

**Landfill Cover:** Provide proper oversight of site developer landfill cover work so the modified landfill cover provides adequate protection for the site development regarding environmental compliance and health and safety of workers and future inhabitants.

**Groundwater Protection:** Provide proper oversight and assurance that the pile and foundation plans for development comply with the deep aquifer protection requirements of the Consent Decree.

Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

Task Expected Outcome:

An engineering design report documenting engineering concepts and design criteria needed for the design of structures and facilities that have environmental controls systems to protect human health and the environment.

Recipient Task Coordinator: Randy Loveless, Hanna Linttukorpi

**ENGINEERING DESIGN - J005**

**Deliverables**

Number	Description	Due Date
5.1	The Engineering Design Report (EDR)	

**SCOPE OF WORK**

Task Number: 6 **Task Cost: \$325,000.00**

Task Title: CLEANUP CONSTRUCTION - J006

Task Description:

This task funds RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to complete the physical construction of each cleanup action component required under the cleanup agreement for the Site, (CD No. 01 2 03640 6), including any compliance monitoring during physical construction. Eligible costs may include:

- Permit applications for constructing a cleanup action component.
- Physical construction of a cleanup action component, such as removing and disposing of contaminated material or installing a treatment system, engineered control, or monitoring network.

For example, for monitored natural attenuation or recovery, eligible costs may include installing an initial network of monitoring wells to evaluate the progress of attenuation or recovery.

- Physical construction of a stormwater source reduction and treatment facility required as part of the cleanup action, such as an absorption unit or stormwater pond.
- Protection monitoring to confirm that human health and the environment are adequately protected during physical construction of a cleanup action component as specified in the health and safety plan. This includes any sampling and analysis or other testing.
- Performance monitoring during physical construction to determine whether a cleanup action component has attained or is attaining cleanup standards and, if appropriate, remediation levels or other performance standards. This includes any sampling and analysis or other testing.
- Establishment of an institutional control, including developing and filing an environmental covenant or alternative mechanism.
- Construction oversight, documentation, surveying and mapping, and quality assurance and control.
- Project management and coordination with ECOLOGY during construction.

Task Goal Statement:

To complete the cleanup actions in accordance with the cleanup action plan, the engineering design specifications, construction plans, and standard safety and engineering practices.

Task Expected Outcome:

The completed cleanup will be protective of human health and the environment and meet Model Toxics Control Act cleanup levels.

Recipient Task Coordinator: Randy Loveless, Hanna Lintukorpi

**CLEANUP CONSTRUCTION - J006**

**Deliverables**

Number	Description	Due Date
6.1	Construction Completion Report	

State of Washington Department of Ecology  
Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

**BUDGET**

**Funding Distribution EG200467**

*NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Everett Landfill Tire Fire - Oversight                      Funding Type: Grant  
Funding Effective Date: 07/01/2019    Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)  
Type: State  
Funding Source %: 100%  
Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%  
Recipient Match %: 50%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

<b>Everett Landfill Tire Fire - Oversight</b>	<b>Task Total</b>
CLEANUP CONSTRUCTION - J006	\$ 325,000.00
FEASIBILITY STUDY AND REMEDY SELECTION - J004	\$ 120,000.00
ENGINEERING DESIGN - J005	\$ 125,000.00
GRANT AND PROJECT ADMINISTRATION - J008	\$ 10,000.00

**Total: \$ 580,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Everett Landfill Tire Fire - Oversight	50.00 %	\$ 290,000.00	\$ 290,000.00	\$ 580,000.00
<b>Total</b>		<b>\$ 290,000.00</b>	<b>\$ 290,000.00</b>	<b>\$ 580,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: TCPRA-1921-EverPW-00080  
Project Title: Everett Landfill Tire Fire  
Recipient Name: CITY OF EVERETT

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

##### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



**Project title:** A Resolution regarding Grant Funding managed through the Washington State Recreation and Conservation Office for the Acquisition of Property adjacent to Wiggums Hollow Park

### City Council Agenda Item Cover Sheet

**Council Bill #** interoffice use

**Project:** Property Acquisition adjacent to Wiggums Hollow Park

**Partner/Supplier :** WA State Recreation and Conservation Office (RCO)

**Location:** Wiggums Hollow Park

**Preceding action:**

**Fund:**

**Agenda dates requested:**

7/15/20

Briefing

Proposed action

Consent 7/15/2020

Action

Ordinance

Public hearing

Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Resolution

**Department(s) involved:**

Parks & Facilities

Administration

Legal

**Contact person:**

Bob Leonard

**Phone number:**

425 257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:**

No funds are required for this grant application and submittal authorization.

If awarded, grant funds would be available for use in the 2021-2023 biennium.

If awarded, Parks & Facilities intends to submit a funding request to acquire the property adjacent to Wiggums Hollow Park after project costs have been determined.

**Project summary statement:**

The State of Washington’s Recreation and Conservation Office (RCO) offers a competitive grant process every two years for funds available through the Washington Wildlife and Recreation Program (WWRP) – Local Parks. This occurs in even numbered years.

Similar to Resolutions submitted to City Council in previous years for grant funding requests RCO requires that the City, as the submitting agency, include an “authorizing resolution” by an agency’s governing body to accompany the grant application. Agencies are required to use a “model” authorizing resolution provided by the RCO. City staff have worked with RCO staff to tailor a resolution that, to the greatest degree possible, is formatted to resemble the City of Everett format.

**Recommendation (exact action requested of Council):**

Adopt a Resolution regarding grant funding managed through the Washington State Recreation and Conservation Office for the acquisition of property adjacent to Wiggums Hollow Park project.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION regarding grant funding managed through the Washington State Recreation and Conservation Office for the acquisition of property adjacent to Wiggums Hollow Park project**

**WHEREAS,**

1. This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City seeks grant funding assistance managed through the Recreation and Conservation Office (Office).
2. Grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above. In this resolution, the City is referred to as "our organization."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:**

- 1) Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Projects(s)."
- 2) Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects.

<b>Grant Document</b>	<b>Name of Signatory or Title of Person Authorized to Sign</b>
Grant application (submission thereof)	Parks & Facilities Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Parks & Facilities Director or designee
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These items that are typical recorded on the property with the county	Mayor

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- 3) Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:  
<https://rcو.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- 4) Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 5) Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 6) Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 7) Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- 8) Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

- 9) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
  
- 10) Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
  
- 11) Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
  
- 12) This resolution is deemed to be part of the formal grant application to the Office.
  
- 13) Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

\_\_\_\_\_  
 Councilmember introducing resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Council President

This resolution is on file with the City Clerk.

This Applicant Resolution/Authorization was adopted by the during the meeting held:

Location: \_\_\_\_\_ Date: \_\_\_\_\_



**Project title:** A Resolution regarding Grant Funding managed through the Washington State Recreation and Conservation Office for the Silver Lake Trail Development project

### City Council Agenda Item Cover Sheet

**Council Bill #** interoffice use

**Project:** Silver Lake Trail Development

**Partner/Supplier :** WA State Recreation and Conservation Office (RCO)

**Location:** Silver Lake

**Preceding action:**

**Fund:**

**Agenda dates requested:**

7/15/20

Briefing

Proposed action

Consent 7/15/2020

Action

Ordinance

Public hearing

Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Resolution

**Department(s) involved:**

Parks & Facilities

Administration

Legal

**Contact person:**

Bob Leonard

**Phone number:**

425 257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:**

No funds are required for this grant application and submittal authorization.

If awarded, grant funds would be available for use in the 2021-2023 biennium.

If awarded, Parks & Facilities intends to submit a funding request to develop the Silver Lake Trail after project costs have been determined.

**Project summary statement:**

The State of Washington’s Recreation and Conservation Office (RCO) offers a competitive grant process every two years for funds available through Washington Wildlife and Recreation Program (WWRP) - Trails. This occurs in even numbered years.

Similar to Resolutions submitted to City Council in previous years for grant funding requests RCO requires that the City, as the submitting agency, include an “authorizing resolution” by an agency’s governing body to accompany the grant application. Agencies are required to use a “model” authorizing resolution provided by the RCO. City staff have worked with RCO staff to tailor a resolution that, to the greatest degree possible, is formatted to resemble the City of Everett format.

**Recommendation (exact action requested of Council):**

Adopt a Resolution regarding grant funding managed through the Washington State Recreation and Conservation Office for the Silver Lake Trail Development project.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION regarding grant funding managed through the Washington State Recreation and Conservation Office for the Silver Lake Trail Development project**

**WHEREAS,**

1. This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City seeks grant funding assistance managed through the Recreation and Conservation Office (Office).
2. Grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above. In this resolution, the City is referred to as "our organization."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:**

- 1) Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Projects(s)."
- 2) Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects.

<b>Grant Document</b>	<b>Name of Signatory or Title of Person Authorized to Sign</b>
Grant application (submission thereof)	Parks & Facilities Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Parks & Facilities Director or designee
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These items that are typical recorded on the property with the county	Mayor

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- 3) Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:  
<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- 4) Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 5) Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 6) Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 7) Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- 8) Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our

organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

- 10) Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
- 11) Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant policies unless otherwise provided for per the Agreement or an amendment thereto.
- 12) This resolution is deemed to be part of the formal grant application to the Office.
- 13) Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

This resolution is on file with the City Clerk.

This Applicant Resolution/Authorization was adopted by the during the meeting held:

Location: \_\_\_\_\_ Date: \_\_\_\_\_



**Project title:** A Resolution regarding Grant Funding managed through the Washington State Recreation and Conservation Office for the Emma Yule Park Development project

### City Council Agenda Item Cover Sheet

**Council Bill #** interoffice use

**Project:** Emma Yule Park Development

**Partner/Supplier :** WA State Recreation and Conservation Office (RCO)

**Location:** Emma Yule Park

**Preceding action:**

**Fund:**

**Agenda dates requested:**

7/15/20

Briefing

Proposed action

Consent 7/15/2020

Action

Ordinance

Public hearing

Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Resolution

**Department(s) involved:**

Parks & Facilities

Administration

Legal

**Contact person:**

Bob Leonard

**Phone number:**

425 257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:**

No funds are required for this grant application and submittal authorization.

If awarded, grant funds would be available for use in the 2021-2023 biennium.

If awarded, Parks & Facilities intends to submit a funding request to develop the Emma Yule Park after project costs have been determined.

**Project summary statement:**

The State of Washington’s Recreation and Conservation Office (RCO) offers a competitive grant process every two years for funds available through the Washington Wildlife and Recreation Program (WWRP) – Local Park. This occurs in even numbered years.

Similar to Resolutions submitted to City Council in previous years for grant funding requests RCO requires that the City, as the submitting agency, include an “authorizing resolution” by an agency’s governing body to accompany the grant application. Agencies are required to use a “model” authorizing resolution provided by the RCO. City staff have worked with RCO staff to tailor a resolution that, to the greatest degree possible, is formatted to resemble the City of Everett format.

**Recommendation (exact action requested of Council):**

Adopt a Resolution regarding grant funding managed through the Washington State Recreation and Conservation Office for the Emma Yule Park Development project.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION regarding grant funding managed through the Washington State Recreation and Conservation Office for the Emma Yule Park Development project**

**WHEREAS,**

1. This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City seeks grant funding assistance managed through the Recreation and Conservation Office (Office).
2. Grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above. In this resolution, the City is referred to as "our organization."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:**

- 1) Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Projects(s)."
- 2) Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects.

<b>Grant Document</b>	<b>Name of Signatory or Title of Person Authorized to Sign</b>
Grant application (submission thereof)	Parks & Facilities Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Parks & Facilities Director or designee
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These items that are typical recorded on the property with the county	Mayor

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- 3) Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:  
<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- 4) Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 5) Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 6) Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 7) Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- 8) Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our



organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

- 10) Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
- 11) The City of Everett acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant policies unless otherwise provided for per the Agreement or an amendment thereto.
- 12) This resolution is deemed to be part of the formal grant application to the Office.
- 13) Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

This resolution is on file with the City Clerk.

This Applicant Resolution/Authorization was adopted by the during the meeting held:

Location: \_\_\_\_\_ Date: \_\_\_\_\_



**Project title:** A Resolution regarding Grant Funding managed through the Washington State Recreation and Conservation Office for the Edgewater Park Sports Court Development project

### City Council Agenda Item Cover Sheet

**Council Bill #** interoffice use

**Project:** Edgewater Sports Court Development

**Partner/Supplier :** WA State Recreation and Conservation Office (RCO)

**Location:** Edgewater Park

**Preceding action:**

**Fund:**

**Agenda dates requested:**

7/15/20

Briefing

Proposed action

Consent 7/15/2020

Action

Ordinance

Public hearing

Yes x No

**Budget amendment:**

Yes x No

**PowerPoint presentation:**

Yes x No

**Attachments:**

Resolution

**Department(s) involved:**

Parks & Facilities

Administration

Legal

**Contact person:**

Bob Leonard

**Phone number:**

425 257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Fiscal summary statement:**

No funds are required for this grant application and submittal authorization.

If awarded, grant funds would be available for use in the 2021-2023 biennium.

If awarded, Parks & Facilities intends to submit a funding request to develop the Edgewater Sports Court after project costs have been determined.

**Project summary statement:**

The State of Washington’s Recreation and Conservation Office (RCO) offers a competitive grant process every two years for funds available through the Youth Athletic Facilities (YAF) Program. This occurs in even numbered years.

Similar to Resolutions submitted to City Council in previous years for grant funding requests RCO requires that the City, as the submitting agency, include an “authorizing resolution” by an agency’s governing body to accompany the grant application. Agencies are required to use a “model” authorizing resolution provided by the RCO. City staff have worked with RCO staff to tailor a resolution that, to the greatest degree possible, is formatted to resemble the City of Everett format.

**Recommendation (exact action requested of Council):**

Adopt a Resolution regarding grant funding managed through the Washington State Recreation and Conservation Office for the Edgewater Park Sports Court Development project.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION regarding grant funding managed through the Washington State Recreation and Conservation Office for the Edgewater Park Sports Court Development project**

**WHEREAS,**

1. This resolution authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City seeks grant funding assistance managed through the Recreation and Conservation Office (Office).
2. Grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above. In this resolution, the City is referred to as "our organization."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:**

- 1) Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Projects(s)."
- 2) Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects.

<b>Grant Document</b>	<b>Name of Signatory or Title of Person Authorized to Sign</b>
Grant application (submission thereof)	Parks & Facilities Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Parks & Facilities Director or designee
RCO Grant Agreement (Agreement)	Mayor
Agreement amendments	Mayor
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These items that are typical recorded on the property with the county	Mayor

The above persons are considered an “authorized representative(s)/agent(s)” for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

- 3) Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:  
<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
- 4) Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
- 5) Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
- 6) Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
- 7) Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
- 8) Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
- 9) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our

organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

- 10) Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
- 11) Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant policies unless otherwise provided for per the Agreement or an amendment thereto.
- 12) This resolution is deemed to be part of the formal grant application to the Office.
- 13) Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

\_\_\_\_\_  
Councilmember introducing resolution

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Council President

This resolution is on file with the City Clerk.

This Applicant Resolution/Authorization was adopted by the during the meeting held:

Location: \_\_\_\_\_ Date: \_\_\_\_\_