

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Interlocal Agreement with
Public Utility District No. 1 of
Snohomish County Governing
the Grand Avenue Park Bridge
Project

_____ Briefing
_____ Proposed Action
_____ Consent
12/21/16 _____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Heather Griffin
Phone Number 425-257-7206
FOR AGENDA OF December 21, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
16 th Street from Grand Avenue to West Marine View Drive	12/3/2014 Approved Design Contract 3/23/2016 No Cost Time Extension	Interlocal Agreement	Public Works

Amount Budgeted	\$14,800,000	
Expenditure Required	0	Account Number(s):
Budget Remaining	\$11,000,000	WO 3588, Fund 336, Fund 303
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

A utility bridge was chosen as the preferred option for crossing from Grand Avenue Park over the steep slope, Burlington Northern Santa Fe right-of-way, and State Route 529 for multiple pipeline crossings. The utility bridge is being designed to accommodate four pipeline crossings as well as pedestrians.

Since the Snohomish County Public Utility District (PUD) power lines would interfere with the bridge, they need to be relocated. This Interlocal Agreement describes the responsibility of the PUD to relocate its power lines in a timeframe for the bridge to be built.

RECOMMENDATION:

Authorize the Mayor to sign an Interlocal Agreement with Public Utility District No. 1 of Snohomish County governing the Grand Avenue Park Bridge project.

INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
AND THE CITY OF EVERETT, GOVERNING THE GRAND AVENUE PARK BRIDGE
PROJECT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into by and between the Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation (“District”), and the City of Everett, a Washington State municipal corporation (“City”), to coordinate the relocation of utilities for the City’s Grand Avenue Park Bridge (GAPB) Project. The District and the City may be referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the City is close to completing the design of the Grand Avenue Park Bridge Project (“Project”), crossing West Marine View Drive near the extension of 16th Street, Everett, Washington. The Project includes the erection of a pedestrian/utility bridge spanning both West Marine View Drive and the BNSF railway between Grand Avenue Park at 16th and Grand Avenue and the Everett Waterfront.

WHEREAS, as part of the Project, it is necessary that the District relocate their existing overhead systems to accommodate the bridge and the construction thereof. As part of this work, the Parties have agreed that the District will replace the existing overhead double-circuit 12.47kV distribution conductors currently in conflict with the Project with an underground system.

WHEREAS, to facilitate the conversion of the existing overhead distribution system to an underground system, the City will, at its cost, install a straight underground conduit system, and construct joint trenches as designed by the District to accommodate the District, Frontier, Comcast, Wave Broadband, and Burlington Northern Railroad utility lines and facilities (entities other than the District shall be referred to as “Other Utilities”). In the joint trenches, the City will place all required straight conduits to accommodate the District distribution lines and facilities. All of the work by the City and District relating to the conversion of the existing overhead distribution system to an underground system is collectively referred to in this Agreement as the “Underground Conversion Work.”

WHEREAS, the District will install, at its cost, the conductors, lines and facilities for its new underground distribution system and will remove a span of its existing 12.47kV overhead conductors and its fiber optic communication line adjacent to the Project.

WHEREAS, as part of the Project, it is also necessary that the District move a pole and raise certain existing high voltage overhead lines prior to the erection of the bridge and de-energize and/or remove certain power lines during the erection of the bridge. Attached as Exhibit A is a drawing showing the final configuration of the poles and lines after completion of the Project and all High Line Work. All of this work is referred to in this Agreement as the

“High Line Work.” The District will design the High Line Work and will complete the High Line Work at the District’s cost.

NOW, THEREFORE, 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 District and the City agree as follows:

1. **Requirements of Interlocal Cooperation Act**

1.1 **Authority for Agreement.** This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2 **Purpose of Agreement.** The purpose and intent of this Agreement is to facilitate planning, designing, constructing and coordinating the City of Everett’s Grand Avenue Park Bridge Project and relocation of District electrical lines and facilities. This Agreement establishes the City as the entity primarily responsible for all aspects of the Project planning, design, and construction; provided, however, that the District is primarily responsible for the planning, design, and relocation of its overhead utilities in regard to the Project.

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

1.4 **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 the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

1.5 **Administrators.** Each Party to this Agreement shall designate an individual (“Administrator”), which 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 individuals:

District’s Initial Administrator:
Mr. Erin Burke
Project Engineer
1802 75th St. SW
Everett, WA 98206

City’s Initial Administrator:
Jim Miller
Engineering Superintendent
3200 Cedar St.
Everett, WA 98201

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

2. **Effective Date and Duration**

This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the City’s Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the

Parties are discharged, unless earlier terminated by either Party pursuant to the provisions of Section 11 of this Agreement.

3. General Provisions

The Parties agree to the following general provisions:

3.1 Record Retention. Each Party following completion of the Project shall maintain accurate records related to the Project for a period equal to the minimum required pursuant to either state or federal requirements, whichever is applicable.

3.2 Independent Contractor. Each Party will perform all work under this Agreement as an independent contractor and not as an agent, employee, or servant of the other party. Each Party has the express right to direct and control its own activities in providing the agreed work in accordance with the specifications set out in this Agreement. With respect to the other Party's work, a Party shall only have the right to ensure performance.

3.3 Sub-Contracting. Each Party may, in its sole discretion, hire one or more contractors and/or sub-contractors to perform some or all of its respective work.

3.4 Cost Allocation.

3.4.1 City Costs. The City shall be responsible for all costs to perform their work as set forth in Section 4.

3.4.2 District Costs. The District shall be responsible for all costs to perform their work as set forth in Section 5.

3.4.3 Unless expressly provided otherwise, nothing in this document shall constitute an agreement by either Party to pay the other Party for services rendered under this Agreement.

4. Underground Conversion Work City Responsibilities

4.1 Design Phase.

4.1.1 Prior to the District starting work under this Agreement, the City shall provide the District with the following information:

- i. The Underground Project schedule showing the completion of final designs and approximate start date(s) for construction.
- ii. Underground Project drawings, including electronic base maps, survey data and proposed improvements.

4.1.2 The City has elected to incorporate the District's underground design drawing 13606, which is attached hereto as Exhibit B ("Joint Utility Trench Plan"), into the City's bid package. The City agrees that, in accordance with Section 5.1 below, the District may revise the Joint

Utility Trench Plan prior to the City calling for bids for the joint utility trench construction.

4.1.3 The City will conduct a design review meeting with the utility companies to discuss the Joint Utility Trench Plan, project phasing, schedule and potential conflicts.

4.2 Construction Phase. The City shall utilize a contractor to install the an underground conduit system, and construct joint trenches to accommodate the District and the Other Utilities, all in accordance with the Joint Utility Trench Plan and individual construction and material standards as provided by the District and Other Utilities. The City or the City's contractor shall:

4.2.1 Issue invitations for a preconstruction meeting with the contractor and District to the Other Utilities. At this meeting, the City or their contractor will provide the District and Other Utilities with a preliminary schedule for construction of the joint trench in accordance with the project contract documents.

4.2.2 Furnish and provide conduits to the District per the Joint Trench Utility Plan and individual construction and material standards as provided by the District and Other Utilities. Neither the City nor its contractor will provide bends, sweeps, vaults or other appurtenances other than straight run conduits and conduit spacers. The District (in accordance with Section 5 below) and the Other Utilities are each responsible for all work not included in the Joint Trench Utility Plan, including any work required for installation of their facilities from the ends of the straight runs of conduits to the point of connection to their existing facilities, including without limitation all work relating further excavation, installation, permitting, traffic control, railroad flagging, pavement restoration and WSDOT coordination.

4.2.3 Provide all necessary excavation, trenching backfill (including red-dyed Fluidized Thermal Backfill as specified) and restoration for installing District's conduit system, all per the Joint Utility Trench Plan and individual construction and material standards as provided by the District and Other Utilities. All conduit installations shall be inspected by the District's inspector per Subsection 5.2.3 prior to backfill.

4.2.4 Proof all conduits installed under this agreement. "Proof" is defined as verification using a mandrel that the conduit system is clear and free of damage, installed to the proper grade and to the proper locations and contains pulling lines. The City or its contractor shall give the District two days prior notice before performing conduit proofing, so that the District inspector, engineer, or other approved District representative may observe.

4.2.5 Provide the District with an updated schedule of the bridge erection at least ninety (90) days prior to the actual erection date.

In addition, the City shall:

- 4.2.6 Issue the District a right-of-way permit within six (6) weeks after the District submitting a complete permit application (including any supporting documentation reasonably required by the City) and receiving notification that their application has been assigned a permit tracking number in the City's system.
- 4.2.7 Provide the District not less than two (2) working days' notice to inspect the conduits.
- 4.2.8 Whenever any utility pole(s) are required to be temporarily supported due to excavation in proximity to such poles, the City will coordinate with the District to provide such support a minimum of two (2) working days prior to the date of work. The scheduling of District labor for the pole holds will be limited to the District's regular business hours.
- 4.2.9 Provide the District with a bill of sale for all facilities installed by the City that will become part of the District's electrical system. The format for the bill of sale will be coordinated with the District and shall be submitted within ninety (90) calendar days of the District's acceptance of the completed installation as set forth in Subsection 5.2.4.

5. **Underground Conversion Work District Responsibilities**

5.1 **Design Phase:**

- 5.1.1 The District has produced underground drawing 13606 ("Joint Utility Trench Plan") which the City has elected to incorporate into their bid package. The District has coordinated its work on the Joint Utility Trench Plan with the Other Utilities in an effort to incorporate the conduit requirements of the Other Utilities in the Joint Utility Trench Plan; however, the City will coordinate a design review meeting with the District and Other Utilities prior to releasing the project for construction. The District may revise the Joint Utility Trench Plan by providing the revised version to the City no later the date the City calls for bids for construction of the Joint Utility Trench Plan. These revisions are subject to the approval of the City, which will not be unreasonably withheld.
- 5.1.2 Unless delayed for reasons stated in Subsection 5.2.9, the District shall complete the design for the conversion of the 12.47kV overhead utilities to an underground system within twenty (20) working days after execution of this Agreement. This design is for work to be completed by the District at the District's cost and is work not included in the Joint Utility Trench Plan. The District shall provide electronic final design plans and specifications to the City for reference use in bidding and construction.

- 5.1.3 The District shall provide the City with the estimated number of working days to complete the installation of cables, conductors and remove District's overhead 12.47kV distribution conductors.

5.2 Construction Phase. The District shall maintain continued coordination with the City's Construction Manager regarding installation of the District's facilities. This coordination shall include, but not be limited, to the following:

- 5.2.1 The District shall attend the preconstruction meeting.
- 5.2.2 Unless a later date is mutually agreed upon by the Parties, and subject to delay as set forth in Section 5.2.9 and Section 7, the date of final completion of all underground conversion work will be May 31, 2017.
- 5.2.3 The District will provide an inspector on-site, on two (2) working days' notice, to inspect the installation of all conduit installation work. The District will not provide a daily on-site inspector, but will within two (2) working days' notice provide an inspector to inspect the requested area of the joint trench for the placement of their conduits. The District's inspector shall not direct the City's contractor in any manner; the District inspector shall communicate all requirements and requests to the City Construction Manager.
- 5.2.4 The District shall, within two (2) working days of the inspection of the conduits issue written notification of any deficiencies or issue written notification of acceptance. The City's Contractor will correct the deficiencies upon approval by the City of the requested work. Unless delayed for reasons stated in Subsection 5.2.9, if, after the two (2) working day period, notification has not been received by City, then the District conduit system shall be considered complete and accepted by the District.
- 5.2.5 Once the conduit installation is completed by the City and accepted by the District, the City shall issue a Notice to Proceed to the District to commence installation of the conductors and equipment. The District or its contractor's crews may need to accommodate another utility that is trying to work in the same area. The District, or its contractor, will complete installation of the conductors and equipment in accordance with the City's project schedule; provided that reasonable access to the Project is given by the City's Contractor or a subcontractor in the area where the City is requesting the District to begin work. The District shall notify the City in writing when the new 12.47kV underground system is energized. The District will be responsible for plant installation and wreck-out work associated with the undergrounding. This work shall include but not be limited to furnishing and installing all cables, conductors and electrical equipment for the conversion to underground, and for the removal of overhead distribution conductors and other equipment no longer needed.

- 5.2.6 Temporary support (holding) of District Utility Poles: The need to temporarily support such poles (due to excavation in their proximity) shall be verified by District, and if required, such support shall be provided by the District during the District's regular business hours.
- 5.2.7 The District shall maintain any utility facilities constructed under this Agreement from the date of acceptance of the facilities by the District. The cost of any future improvements and / or maintenance, repairs, or corrections to any utility facilities covered under the terms of this Agreement shall be the exclusive responsibility of the District in accordance with this Agreement.
- 5.2.8 Traffic Control. The District will provide traffic control and flaggers for installation of new underground conductor along with overhead construction and removal when required. The District will coordinate its traffic control with the Other Utilities, the City's Contractor and the City. Traffic control plans must be approved ten (10) working days in advance by the City before implementation by the District. The District will provide traffic control plans to the City's Traffic Engineer twenty (20) working days in advance of when the PUD will utilize traffic control.
- 5.2.9 The District shall have no obligation or liability to the City, its contractor(s) or any other party, in the event of any delay in performance of design services or construction work under this Agreement due to: (a) reasonable actions taken by the District which are necessary or consistent with prudent utility practices to protect the performance, integrity, reliability or stability of the District's utility systems or any systems to which such District systems are connected; (b) actions and/or inactions of the City, the City's contractor(s), other utilities and/or third parties; (c) discovery of archeological materials; (d) other unanticipated subsurface conditions whether natural or man-made; or (e) other Excusable Delay (see Section 7). This Section 5.2.9 applies to both Underground Conversion Work and High Line Work.

6. High Line Work.

6.1 District Preparation of Exhibit A. The City provided upper elevations of the bridge and its appurtenances within a 20 foot radius of the High Lines. Based on this information the District developed a design for the High Lines that meets or exceeds clearances over bridges as outlined in the National Electrical Safety Code (NESC). Attached and incorporated Exhibit A represents the final configuration, subject to field condition, of the poles and high voltage lines in the vicinity of the bridge after completion of the Project and all High Line Work. After all High Line Work is completed, the uppermost point of the pole structures located immediately north and immediately south of the bridge will be at an elevation (NAVD88) of approximately 113 feet. For the purposes of this Agreement, these two poles are referred to as the "Bridge Poles."

6.2 Bridge Pole Notice. The City will provide a written notice to the District regarding the Bridge Poles (the “Bridge Pole Notice”), which must contain three elements as described below:

Element One: Deadline for Raising of Bridge Poles. The Bridge Pole Notice must state the deadline date for the District’s completion of the raising of the Bridge Poles to the height shown in Exhibit A. This deadline date shall be no sooner than ninety (90) days after date of delivery of the Bridge Pole Notice and no earlier than May 31, 2017.

Element Two: De-Energize Period. The Parties acknowledge that the erection of the Bridge will require that the power lines between the Bridge Poles be de-energized for a period of time (“De-Energize Period”). Accordingly, the Bridge Pole Notice must also designate when the De-Energize Period is to occur. The City and District acknowledge that, unless mutually agreed otherwise in writing, the maximum duration of the De-Energize Period is two weeks, and such two weeks must occur between June 1, 2017 and August 31, 2017. After the Bridge Pole Notice, the City or its contractor may revise when the De-Energize Period is to occur, but such revision must be in writing delivered to the District and the District may reject such a revision at the District’s sole discretion if such revision causes the De-Energize Period to occur earlier than as designated in the Bridge Pole Notice.

Element Three: Contractor Election Regarding Bridge Pole Power Lines. The Bridge Pole Notice must also state whether the City’s contractor has elected either (a) to erect the bridge during the De-Energize Period with the de-energized power lines between the Bridge Poles left in place or (b) to erect the bridge during the De-Energize Period with the de-energized power lines between the Bridge Poles removed.

6.3 Completion of High Line Work. Subject to Section 5.2.9 and Section 7, the District shall complete at the District’s cost the High Line Work in accordance with the Bridge Pole Notice and Exhibit A. The District incorporated into its High Line Design as shown in Exhibit A, a new pole and a pole replacement that will facilitate construction, removal and reinstallation of the High Line outside of the Bridge Poles. The City acknowledges and agrees that, if the City’s contractor elects to erect the bridge during the De-Energize Period with the de-energized power lines between the Bridge Poles removed, the District will utilize these two poles noted above as “new” and a “replacement”. If this occurs, then the City may require the District after bridge erection to lower or remove the “new” pole and lower the “replacement” pole if the City pays for the costs of such effort. If the City elects not to pay such lowering costs, then the District may leave such poles as-is after bridge erection.

7. Excusable Delay.

Excusable delay means a failure to perform in a timely manner due to events or causes that are not reasonably within the control or contemplation of the Party whose ability to perform is delayed by such events or causes. Without limitation, such events or causes may include: extreme or unusual weather, landslides, lightning, forest fires, storms, floods, freezing, drought, earthquakes, civil disturbances, strikes, or other disturbances associated with labor relations, acts of the public enemy, wars, public riots, breakage, explosion, accident to machinery or equipment (reasonably related to the delayed performance), reasonably unanticipated changed site conditions, the failure of any government entity with jurisdiction over the design phase and/or

construction phase work under this Agreement to issue the required permits or approvals in a timely manner, or other causes outside of the reasonable control or contemplation of a Party.

8. Indemnification and Hold Harmless

8.1 District's Indemnification of City. The District shall indemnify, defend and hold harmless the City, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the District, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of fault attributable to the District, its officers, officials, employees and/or agents.

8.2 City's Indemnification of District. The City shall indemnify, defend and hold harmless the District, its officers, appointed and elected officials, employees and agents, from and against all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and reasonable attorneys' fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of negligent or intentional acts, errors or omissions of the City, its officers, officials, employees and/or agents in the performance of this Agreement; provided, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees and/or agents.

8.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of this Section are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as with respect to the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8.4 Survival. The provisions of this Section 8 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying Party to the indemnified Party.

10. **Compliance with Laws**

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. **Notices**

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 the 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 their designee, at the addresses set forth in Subsection 1.5 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

12. **Termination of Agreement.**

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event that said other Party is in material default and fails to cure such material default within that thirty (30) day period, or such longer period as provided by the non-defaulting Party. The notice of termination shall state the reasons therefore and the effective date of the termination.

13. **Miscellaneous**

13.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein.

13.2 **Amendment.** Any amendment to this Agreement shall be specifically identified by separate written addendum agreed to by the Parties' Administrators identified in Section 1.5 of this Agreement.

13.3 **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the state of Washington in and for Snohomish County.

13.4 **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.

13.5 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.

13.6 No Waiver. A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either Party of any particular Default constitute a waiver of any other default or any similar future default.

13.7 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.

13.8 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 other Party for whom he or she purports to sign this Agreement.

13.9 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.

13.10 No Third Party Beneficiaries. This Agreement and each and every provision hereof are for the sole benefit of the City and the District. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

13.11 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PUBLIC UTILITY DISTRICT NO.1
OF SNOHOMISH COUNTY

CITY OF EVERETT

By: _____
Craig Collar
CEO/AGM

By: _____
Ray Stephanson
Mayor

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Date: _____

Date: _____

