



# City of SeaTac

## Council Study Session Agenda

March 27, 2012  
4:00 PM

City Hall  
Council Chambers

### CALL TO ORDER:

#### 1. PRESENTATIONS:

- **Surface Water 101: The Who, What, When, Where and Why of SeaTac's Only Utility (15 minutes)**  
By: Public Works Director Tom Gut

### EXECUTIVE SESSION: Potential Litigation (RCW 42.30.110 [1] [i]) (30 minutes)

2. **Agenda Bill #3417 – A Motion approving leasing 3,361 square feet of the City Hall second floor to SASH, Inc. (5 minutes)**  
By: Facilities Manager Pat Patterson
3. **Agenda Bill #3407 – An Ordinance authorizing the City Manager to execute a contract with MacLeod Rekord to design Angle Lake Park Phase II improvements, and amending the City's annual budget (10 minutes)**  
By: Parks and Recreation Director Kit Ledbetter
4. **Agenda Bill #3413 – A Motion authorizing the City Manager to execute a contract with Anchor QEA, LLC to complete the Tub Lake Trail Master Plan (5 minutes)**  
By: Parks and Recreation Director Kit Ledbetter
5. **Agenda Bill #3418 – An Ordinance amending Chapter 3.31 of the SeaTac Municipal Code related to purchasing (5 minutes)**  
By: City Manager Todd Cutts
6. **PRESENTATIONS (Continued):**
  - **Code Compliance Program Manager (10 minutes)**  
By: Community and Economic Development Director Cindy Baker / Building Services Manager Gary Schenk

### ADJOURN:



# City of SeaTac

## Regular Council Meeting Agenda

March 27, 2012  
6:00 PM

City Hall  
Council Chambers

*(Note: The agenda numbering is continued from the Council Study Session.)*

**CALL TO ORDER:**

**ROLL CALL:**

**FLAG SALUTE:**

**PUBLIC COMMENTS:** (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

### 7. PRESENTATIONS:

• **Introduction of New Employee: Finance Director Aaron Antin (5 minutes)**

By: City Manager Todd Cutts

• **Animal Services (30 minutes)**

By: Police Chief Jim Graddon / Administrative Captain Annette Louie / Program Manager Soraya Lowry / King County Representatives

• **Municipal Stormwater Permit Annual Presentation (15 minutes)**

By: Stormwater Compliance Manager Don Robinett

• **ClickNRequest Web Service (5 minutes)**

By: Public Works Director Tom Gut

• **State of Court Address (15 minutes)**

By: Judge Elizabeth Cordi-Bejarano

• **Fire Services Consolidation (15 minutes)**

By: Fire Chief Jim Schneider / City Manager Todd Cutts

### 8. CONSENT AGENDA:

• **Approval of claims vouchers** (check nos. 97583 – 97733) in the amount of \$370,511.97 for the period ended March 20, 2012.

• **Approval of payroll vouchers** (check nos. 50484 – 50514) in the amount of \$178,930.97 for the period ended March 15, 2012.

• **Approval of payroll electronic fund transfers** (check nos. 71897 - 72067) in the amount of \$343,255.93 for the period ended March 15, 2012.

• **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$68,514.04 for the period ended March 15, 2012.

• **Summary of \$5,000 - \$35,000 Purchase Requests** for the period ended March 23, 2012.

• **Summary of Donations \$500 or Greater** for the period ended March 21, 2012.

• **Summary of Councilmember and City Manager travel City MasterCard expenses and/or reimbursement requests** for the period ended March 23, 2012.

**Approval of Council Meeting Minutes:**

• **Council Study Session** held February 14, 2012.

• **Regular Council Meeting** held February 14, 2012.

**Agenda Items reviewed at the March 13, 2012 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3410; An Ordinance repealing Ordinance 11-1016 and adopting a new policy related to City Council Reimbursement**

**PUBLIC COMMENTS (related to the Consent Agenda):** (Individual comments shall be limited to one minute and group comments shall be limited to three minutes.)

**ACTION ITEM:**

9. **Agenda Bill #3402 – A Motion authorizing the City Manager to sign an Interlocal Agreement between the City of Tukwila and the SeaTac Municipal Court for Probation Services (10 minutes)**

By: Judge Elizabeth Cordi-Bejarano / Court Administrator Paulette Revoir

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**CITY MANAGER'S COMMENTS:**

**COUNCIL COMMENTS:**

**EXECUTIVE SESSION:**

**ADJOURN:**

**1. PRESENTATIONS:**

- **Surface Water 101: The Who, What, When, Where and Why of SeaTac's Only Utility** *(15 minutes)*

By: Public Works Director Tom Gut

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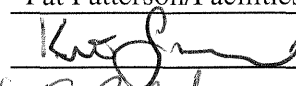
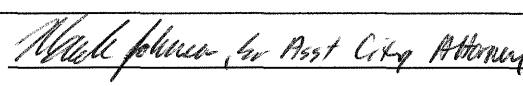

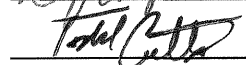
# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks

Agenda Bill #: 3417

**TITLE:** A Motion to approve leasing 3361 sf of the City Hall second floor to SASH, Inc.

March 23, 2012	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 4/10/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 3/27/12</u>	
Prepared By: <u>Pat Patterson/Facilities Manager</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>108.362.50.00.000</u>
City Manager: <u></u>	Applicable Fund Name: <u>Building Management Fund</u>

MR  
KSA

**SUMMARY:** This Motion will allow the City Manager to enter into a lease agreement with the SASH, Inc. company for space on the second floor of City Hall.

**DISCUSSION / ANALYSIS / ISSUES:** The SASH company is a service provider aimed at assisting seniors in moving into retirement/assisted living communities and then helping them to sell their current residences. They are interested in renting 3361 sf of space in City Hall with first rights of refusal on any additional available space on the second floor. The lease has a 3 year lease renewal option upon mutually agreeable terms.

The proposed lease provides that if SASH requires additional square footage within the building and the City is unable to accommodate their request, then SASH shall have the ongoing right to terminate the lease after 18 months. Should SASH terminate the lease prior to the expiration of the three year term, they shall be responsible for a portion of the leasing transaction costs (pro-rated commissions, cost of tenant improvements, and free rent) based on the amount of time remaining on the lease.

**RECOMMENDATION(S):** It is recommended that the Motion be carried.

**FISCAL IMPACT:** Consistent with current trends in the commercial real estate market, the proposal from SASH asks for one free month of rent for each year of the lease agreement. The breakdown for the three year term is as follows:

Months 1-3	\$0
Months 4-12	\$4,481.33 per month
Months 13-18	\$4,621.38 per month
Months 19-24	\$4,691.40 per month
Months 25-30	\$4,761.42 per month
Months 31-36	\$4,831.44 per month

The total rent collected over the three year period is \$153,765.81. The Andover Company will receive 5% commission or \$7,688.29. Tenant improvements are expected to cost \$16,500.00. Utilities and services during that period will be approximately \$39,102.89. Leasehold excise taxes will amount to about

\$19,743.53. However, the City will receive approximately \$6,027.62 of the leasehold excise tax back from the State. The net revenue will be approximately \$76,758.72.

Although the rent revenues will ultimately pay for the cost of tenant improvements and the lease commissions, these expenditures are not budgeted in 2012. Therefore, a budget amendment will be necessary and will be brought forward for Council approval at a later date.

**ALTERNATIVE(S):**

- 1) Do not rent the space.

**ATTACHMENT(S):**

- 1) Lease agreement with SASH, Inc.
- 2) Office lease comparables from Andover.

## Lease Agreement

THIS LEASE was made effective on the date in which the last party signs this Lease Agreement, by and between **City of SeaTac**, herein referred to as Lessor, and SASH, Inc. herein referred to as Lessee:

### WITNESSETH:

1. **PREMISES:** Lessor does hereby lease to Lessee, the real property (premises) located at 4800 South 188<sup>th</sup> Street, Suite 220, City of SeaTac, County of King, State of Washington. The leased space contains a total of 3,361 square feet.
  
2. **TERM:** The term of this Lease shall be for 36 months commencing May 1, 2012 and shall terminate on April 30, 2015. Should lessee's space needs require additional square footage within the building and the landlord is unable to accommodate for growth, then lessee shall have the ongoing right to terminate after month 18. Should Lessee terminate prior to the end of the lease term, then Lessee shall pay for the pro-rated lease transaction costs in the following amount:

Free Rent	\$373.44 per month
Broker Commission	\$213.56 per month
Tenant Improvements	\$458.33 per month
Total	\$1,045.33 per month

Payment for the pro-rated lease transaction costs shall be payable within 15 days of Lease termination. Lessor shall also be entitled to the recovery of any and all costs and attorney's fees associated with the collection of any lease transaction costs.

3. **RENT:** Lessee covenants and agrees to pay Lessor, at the offices of Lessor, City of SeaTac, Attn: Finance Department, 4800 South 188<sup>th</sup> Street, SeaTac, WA 98188, base monthly rent in the amount listed below, on the first day of each month:

Months 1-3	\$0
Months 4-12	\$4,481.33 per month
Months 13-18	\$4,621.38 per month
Months 19-24	\$4,691.40 per month
Months 25-30	\$4,761.42 per month
Months 31-36	\$4,831.44 per month

Any late rental payments received ten or more calendar days after the beginning of each month will be subject to a service charge of Twenty Five Dollars (\$25.00) to cover additional accounting notices, administrative and handling costs, and loss of use of funds.

4. **OPTION TO RENEW:** Upon mutual agreement, this Lease may be renewed for one additional three (3) year term, provided the Lessee is in full compliance with all the terms

and conditions of this Lease. To exercise these options, Lessee must give Lessor sixty (60) days written notice. The Lessor is under no obligation to notify Lessee of this deadline. Failure to give the required notice will make this renewal option null and void. During the renewal term, all terms and conditions of this Lease shall remain in effect. Rent for the renewal term shall be at a mutually agreeable rate.

5. **Right of First Refusal:** Lessee shall have the right of first refusal for additional space on the second floor. Once notified of the availability and rate of additional leaseable space, the Lessee will have 3 business days to exercise their right of first refusal. Nothing in this paragraph is intended to require the Lessor to modify the size, shape, or characteristics of any potential leaseable space in order to conform to the requirements or preferences of the lessee.
6. **Parking:** All parking shall be at no charge to tenant. 2.5 stalls per 1000 SF are guaranteed.
7. **Early Access:** Lessee shall have the right to enter the Premises during business hours (Monday –Friday 8:30 am—5:00 p.m.) at no cost prior to lease commencement for purposes of installing furniture and fixtures. Tenant will not be charged rent or operating expenses for the premises during the installation period.
8. **LANDLORD RESPONSIBILITIES, PRIOR TO MOVE IN:** Adequate electrical service must be available for use before the Lessee moves into the space. Landlord will also perform work as described on workletter which is attached as Exhibit A.
9. **UTILITIES AND FEES:** The rent payment shall include all charges for light, heat, water, sewage, garbage, and drainage utilities and services to the premises during the full term of this Lease. All other items including all license fees and other governmental charges levied on the operation of Lessee’s business on the premises will be paid directly by Lessee. In the event the leased premises are a part of a building or a larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges.
10. **JANITORIAL SERVICE:** The rent payment shall also include all charges for janitorial service to the space. Such service will be provided no less than 2 time(s) per week and shall include removal of trash and recycling, cleaning the floors, dusting etc.
11. **TAXES:** Also included in the rent payment listed in paragraph 3 above is any real estate taxes and assessments applicable to the premises which are due and payable during the term of this Lease or any extension hereof.
12. **USE:** Lessee shall use the premises for the purposes of general office use and for no other purpose, without written consent of Lessor. Lessee shall have 24 hour access to the premises.



- 13. COMMON AREAS:** If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor's rules and regulations pertaining to the parts of the building that are in common use by tenants.
- 14. REPAIRS AND MAINTENANCE:** Lessee shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessor shall, at Lessor's expense, maintain in good repair, order and serviceable condition the premises and every part thereof, including but not limited to all ceiling tiles, plumbing, ventilation, heating, air conditioning and electrical systems and equipment in, on or exclusively serving the premises, windows, doors, storefronts, plate glass, interior walls and ceilings which are part of the premises, and all walkways and signs which are on or adjacent to the premises.
- 15. SIGNS:** All signs or symbols placed by Lessee in the windows and doors of the premises, or upon any exterior part of the building, shall be subject to Lessor's prior written approval. Lessor may demand the removal of signs which are not so approved, and Lessee's failure to comply with said request within forty-eight (48) hours will constitute a breach of this paragraph and cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this Lease, Lessee will remove all signs placed by it upon the premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.
- 16. ALTERATIONS:** After prior written consent of Lessor, Lessee may make alterations, additions and improvements in said premises, at Lessee's sole cost and expense. In the performance of such work, Lessee agrees to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Lessor harmless from damage, loss or expense. Upon termination of this Lease and upon Lessor's request, or Lessor's approval, Lessee shall remove such improvements and restore the premises to its original condition not later than the termination date, at Lessee's sole costs and expense. Any improvements not so removed shall be removed at Lessee's expense provided that Lessee shall pay for any damage caused by such removal.
- 17. CONDEMNATION:** In the event a substantial part of the premises is taken or damaged by the right of eminent domain, or purchased by the condemner, in lieu thereof, so as to render the remaining premises economically untenable, then this Lease shall be cancelled as of the time of taking at the option of either party. In the event of a partial taking which does not render the premises economically untenable, the rent shall be reduced in direct proportion to the leased property taken. Lessee shall have no claim to any portion of the compensation for the taking or damaging of the land or building. Nothing herein contained shall prevent the Lessee from his entitlement to negotiate for his own moving costs and his leasehold improvements.
- 18. LIENS AND INSOLVENCY:** Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall indemnify and hold Lessor harmless against the same. In the event Lessee becomes

insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, Lessor may cancel this Lease at its option.

- 19. SUBLETTING OR ASSIGNMENT:** Lessee shall not sublet the whole or any part of the premise, nor assign this Lease without the written consent of Lessor, which will not be unreasonably withheld. This Lease shall not be assignable by operation of law. Any assignment shall not release the Lessee from liability under this lease unless the assignment states such.
- 20. ACCESS:** Lessor shall have the right to enter the premises at all reasonable times for the purpose of inspection or of making repairs, additions or alteration, and to show the premises to prospective tenants for ninety (90) days prior to the expiration of the Lease term.
- 21. POSSESSION:** If for any reason Lessor is unable to deliver possession of the premises at the commencement of the term of the Lease, Lessee may give Lessor written notice of its intention to cancel this Lease if possession is not delivered within thirty (30) days after receipt of such notice by Lessor. Lessor shall not be liable for any damages caused by delay, and Lessee shall not be liable for any rent until such times as Lessor delivers possession. A delay of possession shall not extend the term of the termination date. If Lessor offers possession of the premises prior to the commencement date of the term of this Lease, and if Lessee accepts such early possession, then both parties shall be bound by all of the covenants and terms contained herein, including the payment of rent during such period of early possession.
- 22. DAMAGE OR DESTRUCTION:** In the event the premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Lessor may elect, at its option, not to restore or rebuild the premises and shall so notify Lessee, in which event Lessee shall vacate the premises and this Lease shall be terminated; or, in the alternative, Lessor shall notify Lessee, within thirty (30) days after such casualty, that Lessor will undertake to rebuild or restore the premises, and that such work can be completed within one hundred eighty (180) days from date of such notice of intent. If Lessor is unable to restore or rebuild the premises within the said one hundred eighty (180) days, then the Lease may be terminated at Lessee's option by written ten (10) day notice to Lessor. During the period of untenability, rent shall abate in the same ratio as the portion of the premises rendered untenable bears to the whole of the premises.
- 23. ACCIDENTS AND LIABILITY:** Lessor or its agent shall not be liable for any injury or damage to persons or property sustained by Lessee or other, in or about the premises. Lessee agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence. Lessee agrees to maintain public liability insurance on the premises with broad form property damage and contractual liability endorsements and in the minimum combined single limit of \$1,000,000 and deductible of not more than \$5,000 for bodily injuries and death, and shall name Lessor as an additional insured. Prior to occupancy, Lessee shall furnish Lessor a certificate indicating that the insurance policy is in full force and effect, the

Lessor has been named as an additional insured, and that the policy may not be cancelled unless ten (10) days prior written notice of the proposed cancellation has been given to Lessor.

- 24. SUBROGATION WAIVER:** Lessor and Lessee each herewith and hereby releases and relieves the other and waives its entire right of recovery against the other for loss and damage arising out of or incident to the perils described in standard fire insurance policies and all perils described in "Extended Coverage" insurance endorsement approved for use in the state where the premises are located, which occurs in, on or about the premises, unless due to the negligence of either party, their agents, employees, or otherwise.
- 25. DEFAULT AND RE-ENTRY:** If Lessee shall fail to keep and perform any of the covenants and agreements herein contained, other than the payment of rent, and such failure continues for thirty (30) days after written notice from Lessor, unless appropriate action has been taken by Lessee in good faith to cure such failure, Lessor may terminate the Lease and re-enter the premises, or Lessor may, without terminating this Lease, re-enter said premises, and sublet the whole or any part thereof for the account of the Lessee upon as favorable terms and conditions as the market will allow for the balance of the term of this Lease and Lessee covenants and agrees to pay to Lessor any deficiency arising from a re-letting of the premises at a lessor amount than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor. However, the ability of Lessor to re-enter and sublet shall not impose upon Lessor the obligation to do so.
- 26. REMOVAL OF PROPERTY:** In the event Lessor lawfully re-enters the premises as provided herein, Lessor shall have the right, but not the obligation, to remove all the personal property located therein and to place such property in storage at the expense and risk of Lessee. Lessee agrees that a landlord's lien shall continue to attach to the property whether or not removed from the leased premises.
- 27. COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith, including costs and fees to collect any judgment. It is agreed that the venue of any legal action brought under the terms of this Lease may be in the county in which premises are situated. Interest on unpaid sums shall accrue at the rate of 12 percent per annum from due date, even if unliquidated at that time.
- 28. NO WAIVER OF COVENANTS:** No conduct of a party shall constitute accord and satisfaction unless contained in a writing of such effect and signed by the parties. Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

**29. SURRENDER OF PREMISES:** Lessee agrees, upon termination of this Lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Lessor.

**30. HOLDING OVER:** If Lessee, with the implied or express consent of Lessor, shall hold over after the expiration of the term of this Lease, Lessee shall remain bound by all the covenants and agreement herein, except that the tenancy shall be from month to month and shall be for a monthly rate of 125 percent of the last rental rate under the Lease.

**31. BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS:** The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

**32. NOTICE:** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Lessor at 4800 South 188<sup>th</sup> Street, SeaTac, WA 98188 or to the Lessee at

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or at such other address as either party may designate to the other in writing from time to time. A facsimile transmission will suffice in lieu of mail if receipt is confirmed as to date and time.

**33. RIDERS:** Riders, if any, attached hereto, are made as part of this Lease by reference and are described as follows: Work Letter which is attached as Exhibit A.

**34. TIME IS OF THE ESSENCE OF THIS LEASE.**

**35.** If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the board of Directors of said corporation or in accordance with the By-laws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

**36. GOVERNING LAW AND VENUE:** Any disputes arising from the terms of this Lease shall be subject to the laws of the State of Washington. Venue for any lawsuit arising from the terms of this lease shall be King County, Washington.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands the date first above written.

Lessor(s):

Lessee(s):

City of SeaTac

\_\_\_\_\_

Lessor *by*

Lessee *by*

\_\_\_\_\_  
Signature  
Todd Cutts, City Manager  
\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
SeaTac City Attorney






# Office Lease Comps

Wednesday, February 29, 2012




Provided Courtesy Of

**THE ANDOVER COMPANY, INC.**

CORFAC INTERNATIONAL

Comp Date	City	Tenant Name/ Buyer Name	Building Name	Building Photo	Total SF	Lease Term	Office rate Lease Type	Rental Increases	TI's	Concessions Comments
1/23/2012	Auburn	VOLT Information Sciences	Auburn Corporate Center II		4,446	65	\$14.00 NNN	\$.50/Annuall y	43/sf	5 Months None
7/15/2011	Kent	Laufer Group International	Creeksides at Centerpoint		3,554	72	\$12.00 NNN	\$.50/year	Carpet & paint, buildout one	12 Months None
10/28/2011	Tukwila	Direct Contact LLC	Southcenter Corporate Square		3,137	66	\$18.00 FS	\$.50/SF Yr.	\$8.00/SF - Full Service Est.	6 Months Space pocket of 800 SF for initial year
8/1/2011	Renton	Raymond Ng & Tina Chow	Airport Plaza		3,012	65	\$15.00 NNN	\$1.00 - \$1.50/SF	\$20.00	5 Months None
2/15/2012	Renton	Pacific iD	Renton Plaza		2,784	64	\$18.55 FS	2% Annually	\$11.00/sf	4 months None

ATTACHMENT #2

Comp Date	City	Tenant Name/ Buyer Name	Building Name	Building Photo	Total SF	Lease Term	Office rate Lease Type	Rental Increases	TI's	Concessions Comments
3/14/2011	Renton	YKK	Oakesdale Center		2,667	72	\$13.00 NNN	.50/Annually	\$40/sf	7 Months None
5/31/2011	Tukwila	Rescare Washington, Inc.	1101 Building		2,370	60	\$1,775.00 FS	.25/sf	\$2.00/RS F	2 Months None
5/1/2011	Tukwila	Terra Staffing, Inc.	Baker Square		2,106	64	\$16.75 NNN	\$.50/SF/Yr.	\$20/SF	4 Months None

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**  
 Department Prepared by: Parks and Recreation

Agenda Bill #: **3407**

**TITLE:** An Ordinance authorizing the City Manager to execute a contract with MacLeod Reckord to design Angle Lake Park Phase II improvements, and amending the City's annual budget.

March 19, 2012	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 04/10/2012</u>	
Ord/Res Exhibits: <u>Exhibit A—Proposed contract</u>	
Review Dates: <u>CSS 03/27/2012</u>	
Prepared By: <u>Kit Ledbetter, Parks and Recreation Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>301.000.04.594.76.63.119</u>
City Manager: <u></u>	Applicable Fund Name: <u>Municipal Capital Improvement Fund</u>

*MR*  
*KL*

**SUMMARY:** The proposed Ordinance authorizes the City Manager to execute a contract with MacLeod Reckord to design Angle Lake Park Phase II improvements. In addition, the Ordinance amends the 2012 Annual City Budget to appropriate the funding necessary to complete the design in 2012.

**DISCUSSION / ANALYSIS / ISSUES:** This design would complete the Master Plan for Angle Lake Park that was approved by the City Council on September 10, 1996. Staff had several Landscape Architects that were interviewed in 1996 and MacLeod Reckord was the most qualified. Staff is recommending rehiring MacLeod Reckord because they are the most qualified firm to complete Phase II and they did an outstanding design for Angle Lake Park Phase I. The plan is to complete the design and bid the project in late December 2012, so we can start construction as early as possible in 2013 and complete the project before the International Festival and 4<sup>th</sup> of July.

The Angle Lake Park Phase I project was completed in 1996. The cost estimate for Phase II was completed in 1998, and has been carried forward every year since. The park improvements will include two new rentable picnic shelters, a spray waterpark, regrading the area south of the performing stage, renovating the lower parking lot, removing the old roadway, installing a new pathway system, and installation of a new irrigation throughout the park. Staff used the Washington State Architect and Engineer fee schedule to negotiate the fees for this project. The fee is \$194,219 plus a contingency of 10% (\$19,422) for a total request not to exceed \$213,641. Ed MacLeod will attend the study session and be available to answer questions.

**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** The 2012 Budget approved \$100,300. However, the 2012—2017 Capital Improvement Plan (CIP) provided a total of \$386,653 for design services (\$100,300 in 2012 and \$286,353 in 2013). Therefore, an additional appropriation needs to be made if the entire design is to be completed in 2012. The proposed Ordinance amends the City's 2012 budget to appropriate an additional \$93,613 in the Municipal Capital Facilities Fund #301 that will be paid for through Real Estate Excise Taxes (REET). This means that a total of \$193,913 will be appropriated in 2012 for the Angle Lake Park Phase II design. This amount will pay for 80% of the architect fee plus a 10% contingency, and \$23,000 for additional survey and geotechnical work that may be necessary to complete the design. The remaining portion of the architect's fees will be requested as part of the 2013 budget process.



**ALTERNATIVE(S):** 1) Hire another landscape architect firm to design the project; 2) Hire the same architect but do not amend the 2012 Budget. This would mean that only a portion of the design work would be completed in 2012, with the remainder to be completed in 2013. If this were to occur, the construction would not be completed prior to the current target of early Summer, 2013; 3) Do not complete the project at this time.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a contract with MacLeod Reckord to design Angle Lake Park Phase II improvements, and amending the 2012 Annual City Budget.

**WHEREAS**, the SeaTac City Council has reviewed Agenda Bill #3407, submitted by the Parks and Recreation Department; and

**WHEREAS**, the City's 2012—2017 Capital Improvement Plan provided that design costs for the Angle Lake Park Phase II project design would be split between the 2012 and 2013 budget years; and

**WHEREAS**, it is now proposed that a bulk of the design costs be borne in the 2012 budget year; and

**WHEREAS**, amendment to the City's 2012 Annual City Budget is necessary to provide additional appropriation authority to pay for design costs that were originally going to be appropriated in 2013;

**WHEREAS**, the additional appropriation will utilize Real Estate Excise Taxes (REET);

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The 2011 Annual City Budget shall be amended to increase expenditures by \$93,612 in the Municipal Capital Improvements Fund #301.

**Section 2.** The City Manager is authorized to sign an agreement with MacLeod Reckord, in substantially similar form as attached hereto as Exhibit A, for the design of the Angle Lake Park Phase II improvements.

**Section 3.** This Ordinance shall not be codified, and shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

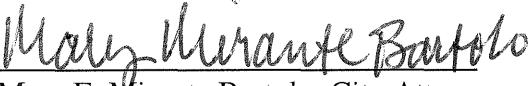
**CITY OF SEATAC**

\_\_\_\_\_  
Tony Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[Angle Lake Phase II]

**CITY OF SEATAC  
PARKS CAPITAL IMPROVEMENT PROJECT  
CONSULTANT AGREEMENT**

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of March, 2012, by and between City of SeaTac, Washington, hereinafter called the "Owner," and MacLeod Reckord, PLLC, hereinafter called the "Consultant", on the following terms and conditions.

WITNESSETH:

WHEREAS, the Owner proposes to proceed with the design and construction of Angle Lake Park Phase II, hereinafter called the "Project"; and

WHEREAS, the Consultant is willing to provide the said services;

NOW, THEREFORE, the Owner and the Consultant, for consideration hereinafter named, agree to the following Scope of Services:

1. The Consultant agrees to perform and furnish the following Basic services for the above-mentioned project as well as those specific basic professional services set forth at Article III of this Agreement:

**BASIC SERVICES**

- a. Civil Engineering (including a TIR report)
- b. Landscape Architecture (including irrigation design)
- c. Architecture
- d. Electrical Engineering
- e. Structural Engineering

and all other services customarily furnished by an Landscape Architect and its consultants. Per the attached scope of work for Angle Lake Park Phase II.

2. **EXTRA SERVICES** (may include but not limited to the following)
  - a. Land Surveying (to be completed by owner)
  - b. Geotechnical Engineering
  - c. Value Engineering
  - d. Wetlands Studies
  - e. Environmental Studies
  - f. Environmental Impact Statements
  - g. Seismic Engineering
  - h. Level II (and above) Drainage Report for King County DDES
  - i. Shoreline, Corps of Engineers Permits
3. The Owner agrees to pay the Consultant as compensation for all basic services described in Paragraph 1, above, and in Articles III of this Agreement, a lump sum fee of \$194,219. The said total compensation includes all reasonable and necessary expenses incurred in connection with this project, including, but not limited to, means, lodging, transportation, telephone and electronic transmission charges, reproduction, printing, and other direct costs.

**ARTICLE I - THE OWNER'S RESPONSIBILITIES:**

- A. The Owner shall designate a Representative authorized to act on the Owner's behalf. The Consultant shall communicate with the City only through the Owner's Representative.
- B. The Owner's Representative shall furnish the Consultant with a written program for the project, and site information on file with the Parks Division including record documents if available. The written program (Program) may include the detailed summary of the Owner's needs, desired elements and design objectives.
- C. The Owner shall pay for any required additional testing, studies or surveying which the Consultant identifies and the Owner's Representative agrees, in writing, is necessary to complete the design and construction.
- D. The Owner's Representative shall furnish the Consultant sample general requirement documents containing the construction contract requirements of the Owner.
- E. The Owner's Representative shall examine documents submitted by the Consultant, render decisions and advise the Consultant promptly to avoid unreasonable delay in the progress of the Consultant's work.
- F. The Owner's Representative shall provide the Consultant with written authorization to proceed with the Design Development Phase after the satisfactory completion of the Schematic Design Phase and with Construction Documents after the satisfactory completion of Design Development.
- G. The Owner's Representative shall arrange and pay for the required advertisements for bids, shall distribute bid documents, conduct the bid opening, and may award a contract to the successful bidder.
- H. The Owner's Representative shall arrange and pay for any required inspection and testing of the quality and placement of critical construction materials during construction.
- I. The Owner's Representative shall follow the procedure of issuing orders to Contractors only through the Consultant except in case of an emergency, a threat of injury to persons or property, or when the Owner's policies, personnel, or property are involved. In each case the Owner's Representative will promptly notify the Consultant of the action taken.
- J. The Owner's Representative will make routine on-site inspections. He shall consult with the Consultant on problems as they may arise and assist the Consultant in matters relative to coordinating the progress of the work.
- K. The Owner shall provide to the Consultant, the following:
  - Boundary and topographic survey of existing conditions of the site.
  - All permits associated with the project without cost. Consultant will provide information related to the extra services which is necessary to obtain any permits.

**ARTICLE II - THE CONSULTANT'S RESPONSIBILITIES:**

- A. The Consultant shall cooperate with the Owner in the accomplishment of all items listed in Article I, "The Owner's Responsibilities."
- B. The Consultant shall not employ any design subconsultants on this project unless they have been approved by the Owner's Representative.
- C. The Consultant shall identify and inform the Owner's Representative in writing of all applicable codes, requirements, permits, and approvals necessary from Federal, State, and local governments, agencies, and parties.

- D. The Consultant shall notify the Owner's Representative of additional testing, studies, or surveying necessary to complete the design. The Consultant shall call for, define the scope of and coordinate testing, study or survey approved by the Owner's Representative.
- E. The Consultant shall design all work in accordance with all applicable laws, statutes, codes, standards and regulations.
- F. The Consultant shall promptly perform without limitation all phases, as detailed in Articles III, IV, and V of this Agreement, so as to ensure that neither the Contractor nor the Project is delayed by action or omission of the Consultant. It shall be the Consultant's responsibility to inform the Owner's Representative of any deviations from the project time schedule (PTS).
- G. The Consultants shall prepare all drawings on 24 inch X 36 inch. All documents and original drawings shall become the property of the Owner.
- H. The Consultant shall be responsible for and correct any errors, inconsistencies and omissions in the drawings, specifications and other documents prepared by the Consultant, at no additional cost to the Owner.
- I. All costs arising during construction which are due to the errors of the Consultant, or are necessary to accommodate the omissions in the Consultant's design, shall be borne by the Consultant, except that the Consultant shall not bear the cost of actual construction or installation of the omitted item.

### **ARTICLE III - BASIC SERVICES OF THE CONSULTANT**

#### **A. Schematic Design Phase**

The Consultant shall:

1. Consult with the Owner's Representative to ascertain, confirm or recommend revision to the general and detailed requirements for the project as indicated in the Program.
2. Accomplish necessary and reasonable site inspections, interviews, research, analysis and Program reviews. Verify existing site conditions.
3. Identify zoning and building codes and ordinances that have jurisdiction over the project. Contact all permitting authorities to determine specific code and permitting requirements and procedures that affect the project.
4. Coordinate with applicable utility districts and/or companies to obtain utility location drawings and to determine all service connection and/or extension requirements, schedules, assessments and fees necessary to obtain construction approvals.
5. Analyze all conditions and requirements of the project and illustrate with the Schematic Design Documents the Consultant's proposed design solution to the Program requirements. The Schematic Design Documents shall include:
  - (a) The drawings of site plan, floor plans, elevations and sections sufficient to indicate site conditions, general scope and character of the project, and size, location and relationships of the project components, including diagrammatic or schematic drawings of proposed mechanical, electrical and structural systems.
  - (b) The outlined specification, addressing all aspects of the work, and narrative descriptions of the proposed mechanical, electrical and structural systems.

- (c) The preliminary construction cost estimate, as projected to the time of bidding, based on comparable area, volume, or appropriate unit costs in a format approved by the Owner's Representative.
  - (d) The projected time schedule (PTS) showing all of the related activities of the project. The PTS shall cover the period beginning with Consultant's Notice to Proceed through Final Warranty periods.
- 6. Present copies of the schematic design, preliminary cost estimate, and projected time schedule to the Owner's Representative.
  - 7. Present the schematic design to the Design Review Committee.
  - 8. After review by the Owner, Design Review Committee, and when sought by the Owner, provide the Owner's Representative a written response to all review comments. The response shall include budget and schedule impacts.
  - 9. Revise Schematic Documents as directed by Owner's Representative.
  - 10. Obtain from the Owner's Representative authorization to proceed with Design Development.

B. Design Development Phase:

The Consultant shall:

- 1. Upon authorization from the Owner's Representative to proceed, prepare Design Development Documents which expand, elaborate, fix and describe the accepted Schematic Design solution. All Design Development documents shall reflect the revisions or developments which occurred during this phase. The Design Development Documents shall include:
  - (a) The drawings of site plan, floor plans, preliminary grading plans, elevations, sections, and details showing all site conditions, project components, mechanical, electrical and structural systems, and utilities. Illustrate in sufficient detail to define the dimensions, locations, volumes, materials, appearance, and finishes of the project components necessary to produce a complete and functional finished facility.
  - (b) The outlined specification, and narrative descriptions of the electrical and structural system. Also, the Consultant shall provide Division I Technical Specifications which the Consultant has reviewed and modified to ensure that no provision or requirement conflicts with those contained in the Owner's General Conditions, Special Provisions, Instructions to Bidders, Form of Bid or other sample documents provided to the Consultant under paragraph F of article I.
  - (c) The preliminary construction cost estimate as projected to the time of bidding.
  - (d) The projected time schedule (PTS).
- 2. Arrange for and attend any required pre-application meetings and contact permitting authorities as necessary to determine or clarify project specific permit requirements. Provide the Owner's Representative with written meeting or telephone conversation notes and an evaluation of the probable program and cost impacts of each of the permitting authorities' review comments.
- 3. Prepare Technical Information Report to meet City of SeaTac Storm Drainage requirements.

4. Contact applicable utility districts and/or companies to confirm that service connection and extension requirements, schedules, assessments, and fees necessary to obtain construction approvals have not changed since the Schematic Phase.
5. Present one (1) copy of the Design Development Documents to the Owner.
6. Present two public meetings (one day time and one evening) for design.
7. Revise Design Development Documents as directed by the Owner's Representative.
8. Obtain from the Owner's Representative authorization to proceed with Construction Documents Phase.

C. Construction Documents Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, prepare Construction Documents which describe the accepted Design Development solution in sufficient scope, extent and detail to produce a complete and functional facility. All Construction Documents shall reflect the revisions to developments which occurred during this phase. The Construction Documents shall include:
  - (a) Construction Drawings sufficient in scope, extent, detail and format to:
    - i. obtain all necessary construction permits and approvals
    - ii. obtain competitive bids
    - iii. construct and complete the project.
  - (b) A Project Manual which shall consist of the Owner's general requirement documents modified by the Consultant to reflect the specific project requirements, and the Technical Specifications calling for terms and conditions, materials, equipment, execution, workmanship and finishes for the project in sufficient detail and format to:
    - i. obtain all necessary construction permits and approvals
    - ii. obtain competitive bids
    - iii. construct and complete the project.
  - (c) All reports, appendices, calculations and other technical information necessary to supplement and support the drawings to obtain all necessary construction permits and approvals.
  - (d) The Final Construction Cost estimate, as projected to the time of bidding, which the Consultant has revised to reflect current costs as well as modifications and additions made during the Construction Documents phase.
  - (e) The projected time schedules (PTS). The Consultant shall adhere to the said schedule.
2. Examine and check completed construction documents to verify completeness, accuracy and continuity between drawings and specifications.
3. Submit six (6) copies of the drawings at least 90% completed and other documents to the Owner's Representative for review and internal approval.
4. Revise and correct Construction Documents as directed by the Owner's Representative.



5. Assemble complete permit application documents with required number of copies necessary to obtain Commercial Building and Grading permits and other necessary construction approvals.
6. Present the application documents to permitting authorities and other governmental authorities, including utility districts or companies with jurisdiction over the project in application for such necessary permits and approvals.
7. During the permit and approvals process: meet with permitting and approval authorities to answer questions or clarify provisions in the application documents; provide the Owner's Representative with meeting or phone notes describing all review comments of permitting and approval authorities and the potential impact of the review comments on project Program and cost. Make changes agreed upon by Owner's Representative and permitting or approval authorities.
8. Provide the Owner's Representative with the names and addresses of Contractors who may wish to bid the project.

D. Bid Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, oversee the printing and collating of sets of Bid Documents which include: construction drawings, Project Manual, and loose leaf Form of Bid. Provide for the delivery of the Documents to City of SeaTac for distribution and bidding. Arrange for printing and delivery of additional sets as requested by the Owner's Representative. Owner will pay direct printing costs for above.
2. Answer planholder's questions to clarify the bid documents, and approve or reject planholder-proposed substitutions.
3. Keep notes describing all planholder contacts and apprise Owner's Representative daily during the bid phase of all planholder questions in a timely fashion.
4. Attend and conduct a pre-bid meeting at the project site if necessary. Circulate a sign-in sheet, take notes and provide the Owner's Representative with written meeting minutes.
5. Prepare addenda as needed to notify planholders of corrections, clarifications and substitutions using addenda format provided by Owner's Representative. Obtain approval from Owner's Representative of addenda prior to issuing to City of SeaTac for distribution to planholders.
6. After Bid Opening, evaluate the bids and assist the Owner's Representative with developing a Recommendation of Award of Bid.

E. Construction Phase:

The Consultant shall:

1. Assume the role and perform the duties of "Architect" as described in the Contract Documents. Be prepared to assist the Owner's Representative by whatever means necessary to ensure the orderly and prompt execution of the work.
2. Prior to the pre-construction conference, review the construction documents and prepare for distribution at the pre-construction conference, a list of warranties, shop drawings, and product submittals that the Contractor will be required to submit, as well as a list of the points in the work where testing and inspection will be required.

3. Attend the pre-construction conference and write and distribute notes to all parties in attendance.
4. Evaluate with the Owner's Representative the Construction Schedule, Job Cost Breakdown, and List of Subcontractors and Materials submitted by the Contractor and accept or modify each.
5. Conduct periodic site observations and progress meetings throughout the construction of the project sufficient to determine whether the quality and progress of the work is in accordance with the contract documents and schedule. At a minimum, this shall include visiting the site at least once every other week while in construction and observing all critical phases of construction, such as: pouring concrete, aligning and adjoining subterranean pipes, establishing grades, laying asphalt, and similar activities that are difficult to alter or correct once set or covered by additional work. For each visit to the site, the Consultant shall record his observations, time and date of visit, number of construction personnel and equipment on the site, the progress of the work, and any existing or potential deviations of the work from the construction documents or schedule. The Consultant shall provide the Owner's Representative with a copy of all site observation reports and meeting notes. The Consultant shall require subconsultants to conduct site observations as required to adequately observe the work they have designed and to attend progress meetings as mutually agreed by the Owner's Representative and Consultant.
6. Guard the Owner against defects and deficiencies in material and in the workmanship of the Contractor. The Consultant shall advise the Owner's Representative of work which does not conform to the Contract Documents, any non-conforming work which should be rejected, and required corrective work as needed. It is understood that the Consultant does not guarantee the performance of the Contractor, nor does the Consultant's observation of the work constitute supervision or superintendence of the work.
7. Arrange for, attend, conduct, and take notes at weekly job progress meetings with the Owner's Representative, Contractor, pertinent trades, authorities, and subconsultants. At the job progress meeting the Consultant shall review current and planned work progress in relationship to the Contract Documents and Schedule, identify problems in the work and changes to the work. The meeting notes shall describe the decisions and discussions of the meeting. The Consultant shall distribute meeting notes to all parties in attendance, make agreed upon changes to the notes, and maintain a record of amended meeting notes throughout the construction of the job.
8. Promptly check and approve or modify shop drawings, samples, schedules and any other submittals from the Contractor for conformance with the design concept of the project and for compliance with the Contract Documents and secure the approval of the Owner's Representative.
9. Receive and review the Contractor's Certificates for Payment. Prior to signing the Certificates, the Consultant shall confirm that all work for which pay is being approved has been completed and is in apparent conformance with the Contract Documents, and that the Contractor's Record Set of Drawings and Specifications has been updated to accurately reflect work completed.
10. Assist the Owner's Representative in accomplishing necessary or appropriate changes to the Contract work by one of the Owner's approved methods. Assistance shall be the form of:
  - (a) Identify when changes are necessary or beneficial and provide the Owner's Representative with alternative solutions along with cost and schedule implications. Recommend to the Owner's Representative the preferred solution and with the concurrence of the Owner's Representative, design or define the selected change, and transmit it to the Contractor on a Change Proposal form.

- (b) Receive, review, analyze and recommend disposition of Change Proposals initiated by the Contractor.
  - (c) After consulting with the Owner's Representative, issue Field Directives to the Contractor for changes in the work which are necessary to prevent damage to property or life. If the Directive is oral, follow up with a written Field Directive form.
  - (d) Assist the Owner's Representative in negotiating a fair and reasonable price and extension of time, if necessary, for the agreed upon changes in the work.
  - (e) At the request of the Contractor and with the concurrence of the Owner's Representative, or at the request of the Owner's Representative, collect approved Change Proposals, Field Directives, or other documentation acceptable to the Owner's Representative, and prepare Contract Change Orders. Provide the Owner's Representative with completed Change Order forms with sufficient detail and in sufficient number for the Owner's Representative.
- 11. Issue written interpretations of the Construction Documents in response to all requests for information from Contractors, subcontractors, or suppliers.
  - 12. When the Consultant determines construction near completion, or ten (10) days prior to PTS for completion, whichever is sooner, prepare a preliminary punchlist which describes work to be completed or corrected.
  - 13. Upon notice from the Contractor, or at the expiration of the construction period as defined in the Contract Documents, whichever is sooner, arrange for and conduct the Final Inspection of the work. The Consultant shall take notes of the inspection, recording all decisions and prepare the Final Punch List, which describes the work which is not in conformance with the Contract Documents. The Consultant shall distribute the notes of the inspection to all those in attendance.
  - 14. Upon notice from the Contractor of 100% completion of all final Punch List items, re-inspect the work to confirm that it is in conformance with the Contract Documents.
  - 15. When, in the opinion of the Consultant, all work has been satisfactorily completed, make written recommendation to the Owner to accept the work.
  - 16. Upon completion of construction, obtain, review for conformance with Contract Documents written guarantees, operating and maintenance manuals and instructions required in the Contract Documents. The Consultant shall transmit approved documents to the Owner's Representative.

F. Record Drawings Phase:

The Consultant shall:

- 1. Prepare record data from Contractor's "as-built" data and submit to Owner's Representative as follows:
  - (a) Drawings shall be corrected to reflect Contractor modifications and submittals.
  - (b) Detail drawings bound in the technical specifications shall be corrected from Contractor as-built data reformatted for 2' x 3' drawing sheets.
  - (c) Utility Drawings prepared by others shall be checked for as-built data.

All data above shall be submitted to the Owner's Representative within 30 days of receipt of Contractor's as-built data. All documents and drawings shall become the property of the Owner.

2. During the warranty period of the construction contract, assist the Owner's Representative in securing correction of defects that become apparent. Prior to the expiration of the warranty period, arrange for and conduct with the Owner's Representative and Contractor, an inspection of the work that was installed under the construction contract. Take notes and report to the Contractor and the Owner's Representative any observed deficiencies in workmanship or material.

**ARTICLE IV - EXTRA SERVICES OF THE CONSULTANT:**

It is Owner's intention to complete this project through construction and final acceptance. In addition to work performed under the BASIC of this Agreement, the Consultant may be requested in writing to perform extra or follow-on work to complete this project. In such event, the parties hereto have the right to amend this Agreement to include these extra services.

**ARTICLE V - PAYMENTS TO THE CONSULTANT FOR BASIC SERVICES:**

Payments to the Consultant for basic services work shall be made monthly in proportion to services performed, and shall not exceed the following percentages of the total contract price herein at the completion of each phase of work, with the exception of Extra Services performed under Article IV:

Schematic Phase .....	15%
Design Development Phase .....	35%
Construction Documents Phase .....	75%
Receipt of Bids .....	80%
Construction Phase .....	97%
Record Drawings .....	100%

**ARTICLE VI - PAYMENT TO THE CONSULTANT FOR EXTRA SERVICES:**

When requested by the Owner in writing, MacLeod Record Landscape Architects will provide additional or extra services to the Owner at the following hourly rates:

- Principal @ \$150 hour
- Project Manager \$127 hour
- Landscape Architect @ \$100 hour
- Draftsperson @ \$85 hour

Sub-consultants shall be billed at a factor of 1.10 times amount billed to the Consultant.

**ARTICLE VII - MAXIMUM ALLOWABLE CONSTRUCTION COST:**

The Maximum Allowable Construction Cost is: \$1,336,392 and is defined as the total sum available for contract award purposes, not including State of Washington Sales Tax, professional fees, or any charges incidental to the project.

**ARTICLE VIII - CONSULTANT'S ESTIMATES OF COST:**

- A. At any time prior to calling for bids, the Consultant shall notify the Owner, in writing, if for any reason he believes that the project will exceed the Maximum Allowable Construction Cost (MACC) stated above. The Owner when so notified shall cooperate fully with the Consultant in reducing the scope of the project in an amount sufficient to bring the project within the MACC. This will not result in a fee increase for the Consultant.

The Owner may, at his option, based upon the Consultant's estimated cost of the work, increase the MACC. In this case, the Consultant may receive a fee increase which in no case will exceed the difference between the existing contract amount and an amount determined by the factoring of the appropriate City of SeaTac fee schedule percentage to the increased MACC.

- B. In order to secure the best possible bid price on construction, the Consultant will recommend and the Owner's Representative will approve items to be bid as additive alternates to the base bid. The Consultant will not receive additional fees for structuring the bid in this manner.

In the event that the lowest responsible bid received exceeds the Maximum Allowable Construction Cost, the Consultant agrees to revise the drawings if so requested by the Owner's Representative in order to bring construction cost within the Maximum Allowable Construction Cost at no additional expense to the Owner. The Owner in this event agrees to cooperate with the Consultant and permit reasonable and necessary reductions in the scope of the project.

#### **ARTICLE IX - TERMINATION OF AGREEMENT:**

- A. Termination of Agreement for Cause:

The parties recognize that time is of the essence. Therefore, if, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become its property; and the Consultant shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, according to the value to City of SeaTac for such work not to exceed the percentages set forth in Article VI.

- B. Termination for Convenience of Owner:

The Owner may terminate this Agreement at any time by a 10 day notice in writing from the Owner to the Consultant.

In that event, all finished or unfinished documents and other materials as described in paragraph A of Article XI above shall, at the option of the Owner, become its property. If the agreement is terminated by the Owner as provided herein, the Consultant will be paid on the basis of actual payroll cost times a factor of 2.5 plus reimbursable expenses, or an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement. If this Agreement is terminated due to the fault of the Consultant, paragraph A of Article XI shall apply.

#### **ARTICLE X - SUCCESSORS AND ASSIGNS:**

Neither the Owner nor the Consultant shall assign, sublet, transfer, mortgage, pledge as collateral, or otherwise encumber any rights or interests accruing from this Agreement without the written consent of the other.

#### **ARTICLE XI - HOLD HARMLESS AND INDEMNIFICATION:**

- A. In providing services under this Agreement, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are employee of the City for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.

The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultants shall protect, indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, service, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the City all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the City, and the State of Washington (when any funds for this Contract are provided by the State of Washington), their officers, employees, and agents from any and all costs, claims, judgments, and /or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.

## **ARTICLE XII - INSURANCE REQUIREMENTS**

- A. By the date of execution of this Contract the Consultant shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Consultant, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Consultant or subcontractor. The Consultant may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "Occurrence" form; excepting that insurance for Professional Liability, Errors and Omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

### **B. Minimum Limits of Insurance**

1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation: Statutory requirements of the state of residency.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the City. The deductible and/or self-insured retention policies shall not limit or apply to the Consultant's liability to the City and shall be the sole responsibility of the Consultant.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Policy:

- i. The City, its officers, officials, employees and agents are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- ii. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.
- iii. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

- i. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior notice, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated by Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exceptions must be approved by the City.

If at any time the foregoing policies shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Consultant shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Consultant shall furnish City of SeaTac with certificates of insurance and endorsements required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the City and are to be received and approved by the City prior to the

commencement of activities associated with the Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements of this Contract shall be subject to all of the requirements stated herein.

**ARTICLE XIII - NONDISCRIMINATION:**

- A. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
- B. Federal, State, and Local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of SeaTac must comply with Section 504, The Americans with Disabilities Act of 1990 (ADA).

**ARTICLE IV - SEVERABILITY:**

Should any provision in this agreement be declared unconstitutional, invalid or void by a court of law, such decision shall not affect the validity or enforceability of the remaining provisions of this agreement.

**ARTICLE V - CAPTIONS:**

The captions in this agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.

**ARTICLE VI - EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior agreements. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

**OWNER:**

**CONSULTANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title: CITY OF SEATAC, CITY MANAGER

\_\_\_\_\_  
Title: \_\_\_\_\_



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

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

Federal Tax ID No. \_\_\_\_\_

Washington Registration No. \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

REV. 1/99

# MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design

Colman Building

91 Marion Street

Seattle, Washington 98104

P 206-323-7919

F 206-323-9242

February 24, 2012

Kit Ledbetter, Director  
City of SeaTac Parks & Recreation  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

MacLeod Reckord is please to submit for Design and Construction Administration Services for **Angle Lake Park Phase 2**. We understand that the scope of the project is largely based on the 2001 Phase 2 scope of work for which we prepared partial construction documents. That scope will be amended to include: the integration of a new 'spray play' area designed by others; a second Phase 2 picnic shelter; a new lifeguard/picnic shelter structure; and other miscellaneous improvements. It is our understanding that the City will provide necessary updates to the existing topographic survey by Dowl Engineers date 10/23/96, and provide geotechnical evaluations for the design of shelter footings, should they become necessary. MacLeod Reckord will assist the City with a scope of work for survey and geotechnical evaluations as needed.

MacLeod Reckord proposes a Lump Sum Fee of \$194,219.00 to be billed and payable based on the percentage of work complete. We will begin work upon execution of a contract and complete documents for bidding by September 2012, with anticipated construction occurring in the first six months of 2013.

When requested by the Owner in writing, MacLeod Reckord Landscape Architects (consultant) will provide additional or extra services to the Owner at the following hourly rates:

Principal	\$ 150
Project Manager	\$ 127
Landscape Architect	\$ 100
Drafter	\$ 85

Subconsultants will be billed at a factor of 1.10 times the amount billed to consultant.

A scope of work for the MacLeod Reckord design team is attached.

Thank you for the opportunity to submit this proposal. Please call with any questions.

Sincerely,



Ed MacLeod

## ANGLE LAKE PARK PHASE 2

### Scope of Services

February 2012

#### SITE PLANNING AND LANDSCAPE ARCHITECTURE SERVICES

##### Task 1. Project Startup

- 1.1 Initial scoping meetings with Owner  
Meet with Park Director to discuss current plans for Phase 2 development. Identify physical changes to the park since 2002 and discuss new elements to be included in the design program.
- 1.2 Finalize Project Scope  
Coordinate with Park Director, subconsultants and other City staff to refine and finalize the project Scope of Work.
- 1.3 Finalize Project Schedule  
Coordinate with Park Director, subconsultants and other City staff to refine and finalize the project schedule.
- 1.4 Coordinate Survey Work  
Meet with Park Director to refine Scope of Work for required new survey.
- 1.5 Meet with City Staff  
Attend meeting with City staff and design team to discuss the project program elements, related design standards and regulatory issues related to the project.
- 1.6 Setup Project Accounting  
Enter project into MacLeod Reckord accounting software to allow tracking of finances and staffing on the project.
- 1.7 Administration  
Prepare subconsultant contracts, finalize contract with Owner, distribute schedules to all team members, and coordinate the work of all team members.

##### Task 2. Predesign

- 2.1 Site Visit/Field Verify Survey  
Site visit to review existing conditions and field verify survey mapping.
- 2.2 Review 2001 Project Documents
- 2.3 Current Code Review
- 2.4 Administration  
Subconsultant contract administration, staffing, scheduling, billing and correspondence.

##### Task 3. Program Review

- 3.1 Review Existing Program  
List and review 2002 program for park improvements.
- 3.2 Meet with User Groups  
Meet with City staff and user groups interested in the swimming pier, lifeguard, fishing pier, boat dock and boat ramp program elements.
- 3.3 Meet with Spray Park Consultant  
Meet with spray park consultant to discuss size, location and utility requirements for the spray park. Establish limits of work for spray park consultant and MacLeod Reckord design team.
- 3.4 Finalize Phase 2 Program  
Provide a written list of the proposed Phase 2 improvements.
- 3.5 Administration

#### **Task 4. Schematic Design**

- 4.1 Coordinate AJEM lifeguard/shelter building.  
Coordinate the work of AJEM for design of the lifeguard/shelter and provide site planning around new building.
- 4.2 Coordinate with Spray Park Consultant  
Work with spray park consultant to integrate their spray park elements into other Phase 2 park improvements and understand requirements for utilities.
- 4.3 Provide Schematic Design around the Spray Park  
Provide schematic design around the spray park including layout, circulation, grading and ADA accessibility.
- 4.4 Planting Plan for Existing Parking Lot  
Provide selective demolition plan for planting in existing parking lot, redesign planting, submit proposed plant list for approval.
- 4.5 City Staff Meetings (2)
- 4.6 Administration

#### **Task 5. Design Development (60% Documents)**

- 5.1 Drawings  
Provide a 60% complete set of drawings in AutoCAD electronic format and three hardcopy sets for Owner review. The drawings will fix and describe the size character, elevation and relationships for all project improvements through plans, notes, sections, elevations, and typical construction details and will include the following sheets:
  - Cover Sheet (1)
  - General Plan Notes (1)
  - Existing Conditions Plans (1)
  - TESC Plan Notes and Details (2)
  - Demolition Plans (2)
  - Coordinate PACE Drainage Plans (2)
  - Grading Plans (2)
  - Layout Plans (2)
  - Irrigation Plans & Details (2)
  - Site Details (6)
  - Enlarged Area Plans
  - Coordinate Architectural Drawings (6)
  - Coordinate Structural Drawings (2)
  - Coordinate Civil Drawings (3)
  - Coordinate Electrical Drawings (2)
- 5.2 Specifications (2010 CSI Format)  
Coordinate Owner provided Division 00 Procurement and Contracting Requirements and add project specific language as approved. Work with Owner to amend Division 01 General Requirements to include Owner's General Conditions and provide project specific Supplemental General Conditions. Provide technical specification sections as necessary to describe the scope, products and execution of the work in this project.
- 5.3 City Staff Meetings (3)
- 5.4 Cost Estimate  
Provide Owner with an opinion of probable construction cost based on quantities and unit prices for materials, labor and contractors' overhead and profit.
- 5.5 Submit Documents for Owner Review  
Provide three sets of drawings and specifications for Owner review.
- 5.6 Pickup Comments  
Meet with Owner to review comments and agree on a course of action to address each comment and incorporate agreed upon changes into the documents.

- 5.7 Submit for Permitting  
Assist Owner with the submission of building permits.
- 5.8 Quality Control & Quality Assurance  
Provide quality control and quality assurance review of design development documents, including a coordination back check of the work of each individual team member.
- 5.9 Administration

**Task 6. Construction Documents**

- 6.1 Complete Drawing Identified in Task 5 to 90%
- 6.2 Incorporate Permit Comments and Conditions
- 6.3 Submit for Owner Review  
Submit three bound hard copies sets of drawings and specifications for review by Owner.
- 6.4 Present for City Council  
Prepare presentation graphics based on 90% contract documents and present to SeaTac City Council.
- 6.5 Incorporate Owner and City Council Comments
- 6.6 Finalize Specifications
- 6.7 Provide Final Quality Control & Quality Assurance  
Final technical and coordination set review.
- 6.8 Final Revisions  
Revisions based on final checking, coordination and Owner comments.
- 6.9 Subconsultant Coordination  
Coordinate final revisions with subconsultants and perform final interdisciplinary coordination.
- 6.10 City Staff Meetings
- 6.11 Submit 100% Documents to Owner for Bidding  
Assumes online bidding. Submittal will include three hardcopy sets of bid documents.
- 6.12 Administration

**Task 7. Bidding**

Assist the Owner with the solicitation of competitive bids for the construction of the project include:

- 7.1 Assist the Owner with the preparation of an advertisement for bid.
- 7.2 Answer bidders' questions and keep a log of communications with contractors.
- 7.3 Issue required addenda to clarify bid documents and provide uniform information to all bidders.
- 7.4 Attend pre-bid conference to describe project to prospective bidders and answer contractor questions.
- 7.5 Evaluate qualifications of low bidder and provide a recommendation to the Owner.
- 7.6 Assist Owner with the award of contract and Notice to Proceed.
- 7.7 Administration
- 7.8 Staff Meeting (1)

**Task 8. Limited Construction Administration**

Assist the Owner with the administration of the construction contract as follows:

- 8.1 Attend pre-construction conference including the review/preparation of conference agenda and meeting notes.
- 8.2 Weekly Construction Meetings (24)  
Attend weekly construction meetings to review project status including RFIs, submittals, change proposals and change orders, progress payments, as-builts schedule and three week schedule. Chair an open discussion concerning construction issues, prepare a list of action items and meeting notes.

- 8.3 Weekly Construction Progress Observations (24)  
Provide weekly construction observation walkthrough of the site to observe contractor's progress and workmanship and provide a written report to the Owner.
- 8.4 Review material samples provided by the contractor and provide a recommendation to the Owner.
- 8.5 Review product submittals from the contractor and provide a recommendation to the Owner.
- 8.6 Perform additional site observations at critical times during construction and as requested by the Owner or contractor and provide a report to the Owner. (8)
- 8.7 Review the contractor's submitted project schedule and provide recommendations to the Owner.
- 8.8 Review the contractor's schedule of values and provide recommendations to the Owner.
- 8.9 Review shop drawings for accuracy and conformance with the contract documents and provide a written recommendation to the Owner.
- 8.10 Review test results for conformance with requirements of permits and contract documents.
- 8.11 Respond to contractors' request for additional information (RFIs).
- 8.12 Witness irrigation pressure tests performed by the contractor in the presence of the landscape architect and provide test results to the Owner.
- 8.13 Witness irrigation coverage tests performed by the contractor in the presence of the landscape architect and provide the Owner with a list of changes and adjustments to be performed by the contractor.
- 8.14 Preliminary Punch List  
Perform a thorough walkthrough of the completed project and provide the Owner with a list of construction deficiencies requiring correction by the contractor.
- 8.15 Final Punch List  
Perform a thorough walkthrough of the completed project to back check the preliminary punch list and provide a recommendation to the Owner.
- 8.16 Administration

**Task 9. Project Closeout**

- 9.1 Coordinate receipt of required contractor closeout documents including warranties, release of liens, Operation & Maintenance Manuals, and Record Drawings.
- 9.2 "As-Built" Drawings  
Convert contractor provided redline markups of changes during construction to AutoCAD electronic files and submit to Owner.
- 9.3 Administration
- 9.4 One-Year Warranty Inspection

**ARCHITECTURAL AND STRUCTURAL SERVICES**

**Task 1. Picnic Shelter Design**

Provide the design for 2 picnic shelters, identical to the design for the Phase 1 project, updated to meet current code and 2 separate site locations. The only anticipated variation between the 2 shelters, besides orientation, will be the extent and location of the perimeter seating wall.

**Task 2. Lifeguard/Shelter Building Design**

Provide the design for a new lifeguard station at the north end of the beach, in the general proximity of the existing lifeguard station. Based on the sketch provided by Kit Ledbetter, it appears that the size of the lifeguard station is similar to the picnic shelter, but the majority of the roof structure will be an open air trellis with ¼ of it covered with a standing seam roof. There will be 2 areas for picnic tables, and a covered storage area separating the two. There will be no mechanical or plumbing involved, and we anticipate the only electrical to be receptacles (engineering provided by others). Up to three iterations of the design will be provided leading up to a preferred option.

**Task 3. Contract Documents**

Plans elevations, sections and details will be provide for all three buildings. Picnic shelter drawings will include structural information required by current codes. The lifeguard building will have separate structural drawings.

**Task 4. Cost Estimates**

Provide cost estimates for each building at the completion of design development and construction documents.

**Task 5. Bidding**

Answer Contractors' questions and issue any required addenda.

**Task 6. Construction Administration**

Respond to RFIs, review submittals, provide 3 site visits, perform a punchlist, and final walkthrough.

**CIVIL ENGINEERING SERVICES****Task 1. Meetings and Coordination**

Attend meetings for coordination as required. For budgeting purposes twelve hours total has been allocated for meeting attendance time.

**Task 2. Design and Documents**

- 2.1 Provide Temporary Erosion Sedimentation Control (TESC) plans and details including limits of clearing and construction in accordance with City of SeaTac standards and requirements
- 2.2 Provide input on onsite grading plans prepared by MacLeod Reckord.
- 2.3 Provide input on pavement section design as prepared by MacLeod Reckord.
- 2.4 Review earthwork calculations performed by others and offer input on balancing site grading.
- 2.5 Provide design plans and details for the construction of onsite storm drainage facilities in accordance with City of SeaTac standards and requirements. This will include all required stormwater conveyance and water quality treatment facilities. It is anticipated that flow control will not be required for this project, therefore, no effort has been budgeted for design of flow control facilities and, as such, is not a part of this proposal.
- 2.6 Provide design plans for the construction of a water line to the proposed spray park site in accordance with Highline Water District standards and requirements. It is assumed that this new water line will be supplied from the existing onsite water system. It is assumed that connection for irrigation water will be shown by MacLeod Reckord and that supply will be from the existing onsite irrigation system. No new connections to the public water system are anticipated.
- 2.7 Provide design plans for a sanitary side sewer service system to waste water from the spray park area to the public sanitary system in accordance with Midway Sewer District standards and requirements. It is assumed that this new sanitary line will be connected by gravity to the existing onsite sanitary system. No new connections to the public sewer system or pump systems are anticipated or included in this proposal
- 2.8 Provide written book specifications for civil scoped items to include TESC, storm drainage, water and sanitary sewer.

**Task 3. Storm Drainage Report**

Provide a Storm Drainage Report supporting the stormwater design in accordance with City of SeaTac requirements.

**Task 4. Cost Estimates**

Provide estimate of probable construction costs for civil coped items.

**Task 5. Permit Assistance**

Assist with the information for submittal to the City for review, approval and permit. Submittals are anticipated to be performed by others.

**Task 6. Bidding and Construction Administration**

Provide support during bidding, award and construction of the project. This may include attendance at construction meetings, site visits, material submittal review, RFI response, change order review, or any other construction support activities necessary to successfully complete the project.

## **ELECTRICAL ENGINEERING SERVICES**

### **Task 1. 65% Drawings**

- a. Review existing drawings\survey, verify existing conditions
- b. Obtain base files and set up drawings
- c. Prepare schematic lighting\electrical system layout
- d. Attend one Owner meeting to discuss alternatives\impacts
- e. Develop estimate of probable costs
- f. Develop Specifications

### **Task 2. Construction Documents (95 / 100%)**

- a. Develop load calculations and electrical one line
- b. Design pole, conduit & wiring layout
- c. Develop electrical details
- d. PSE Service Application
- e. Prepare 95% construction document plans
- f. Attend design team meeting
- g. Prepare 100% construction document plans
- h. Prepare estimate of probable costs (95 /100%)
- i. Prepare specifications (95 /100%)

### **Task 3. Construction Administration**

- a. Assist with bid, answer bid questions, prepare addenda
- b. Construction observation (3 total)
- c. Answer RFIs, review paperwork, prepare modifications
- d. Punch List
- e. Record drawings and project closeout



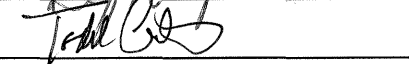
End of Scope of Services



**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**  
 Department Prepared by: Parks and Recreation

Agenda Bill #: 3413

**TITLE:** A Motion authorizing the City Manager to execute a contract with Anchor QEA, LLC to complete the Tub Lake Trail Master Plan.

March 16, 2012	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>RCM 4/10/2012</u>
<b>Ord/Res Exhibits:</b>	_____
<b>Review Dates:</b>	<u>CSS 03/27/2012</u>
<b>Prepared By:</b>	<u>Kit Ledbetter, Parks and Recreation Director</u>
<b>Director:</b>	<u></u>
<b>City Attorney:</b>	<u>Mary Murank Barrow</u>
<b>Finance:</b>	<u></u>
<b>BARS #:</b>	<u>001.000.10.576.10.41.000 and 001.311.10.00.001</u>
<b>City Manager:</b>	<u></u>
<b>Applicable Fund Name:</b>	<u>General Fund</u>

MR  


**SUMMARY:** It is requested that the City Council authorize the City Manager to execute a contract with Anchor QEA, LLC to design the Tub Lake Trail Master Plan.

**DISCUSSION / ANALYSIS / ISSUES:** The Tub Lake Trail is included in the City of SeaTac's Park, Recreation and Open Space Plan adopted by the City Council in 2009. This design would complete the Master Plan for the Tub Lake Trail. Staff sent out a Request for Proposal and seven landscape architect firms responded. After scoring the proposals, three landscape architect firms were interviewed on February 29, 2012. The interview panel consisting of Councilmember Pam Fernald, Parks Director Kit Ledbetter, Parks Operations Supervisor Roger Chouinard, and Bob Duffner from the Port of Seattle selected Anchor QEA of Seattle to complete the Tub Lake Master Plan.

This project will complete a quality Master Plan on a trail to Tub Lake. We will determine the best route (Westside Trail or Sunset Park) for a part gravel and part boardwalk trail, with a viewing area for the beautiful Tub Lake. The project will require a combination of several disciplines working together to determine the best route, permitting issues, constructability and cost estimates. The final plan will be of high quality for use in seeking outside grants with cost estimates.

**RECOMMENDATION(S):** It is recommended that the City Council carry the Motion.

**FISCAL IMPACT:** The Parks & Recreation Department has a total of \$18,000 for the Master Plan in the 2012 Budget. The proposed contract will not exceed \$15,000 in cost. This plan will be funded with the King County Proposition #2 open space and regional trails property tax levy.

**ALTERNATIVE(S):** Do not complete the project at this time, although the funds that will be used to pay for this master plan are limited to Regional Trail projects.

**ATTACHMENTS:** 1) Draft contract and scope of work.



## STANDARD AGREEMENT

This agreement is entered into on the full execution date indicated on the signature page by and between:

Anchor QEA, LLC  
720 Olive Way, Suite 1900  
Seattle, Washington 98101

herein referred to as "Anchor QEA" and:

City of SeaTac  
4800 South 188<sup>th</sup> St.  
SeaTac, Washington 98188

hereinafter called "CLIENT."

This AGREEMENT is for the Tub Lake Trail Master Plan project.

### PROVISIONS

#### ARTICLE 1. TERMS OF PAYMENT

##### A. Invoicing

Monthly invoices will be issued to the CLIENT for payment and will represent the value of the Scope of Services completed to date.

##### B. Payment

Payment is due within 30 calendar days of date of the invoice for the entire invoice amount.

##### C. Final Payment

Final payment of any balance will be made upon completion of the Scope of Services, and receipt of all deliverables and all PROJECT-related documents and data that are required to be furnished under this AGREEMENT.

#### ARTICLE 2. OBLIGATION OF ANCHOR QEA

##### A. Independent Contractor

Anchor QEA is an independent contractor and will maintain complete control of and responsibility for its employees, agents, and operations.

##### B. Lower Tier Subcontracts

Anchor QEA shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the CLIENT and in compliance with the terms, provisions, and conditions of this Agreement. Anchor QEA

will bind all Lower Tier Subconsultants to the Provisions of this AGREEMENT.

Neither this AGREEMENT nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the CLIENT nor any liability of the CLIENT to any Lower Tier Subconsultant.

##### C. Standard of Care

In providing services under this Agreement, Anchor QEA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

##### D. Notice of Delay

The time schedule for the performance of services as set forth under this Agreement is based on Anchor QEA's anticipation of the orderly and continuous progress of the project. If Anchor QEA is delayed in the performance of services by conditions that are beyond its control, Anchor QEA shall notify the CLIENT in writing of the cause of delay and the amount of delay anticipated. Such notice shall be delivered to the CLIENT within five (5) days of the time Anchor QEA is aware of the delay.

##### E. Insurance

Anchor QEA will maintain throughout this AGREEMENT the following insurance and will submit certificates verifying such to the CLIENT when requested:

- (1) Worker's compensation insurance as required by the state or province where the work is performed and Employers Liability as follows:
  - \$1,000,000 each accident
  - \$1,000,000 each employee
  - \$1,000,000 disease aggregate
- (2) Comprehensive automobile liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (3) Commercial general liability insurance covering claims for injuries arising out of any negligent act or omission of Anchor QEA or of any of its employees, agents, or subconsultants, with \$1,000,000 per occurrence/general aggregate.
- (4) Professional liability insurance of \$1,000,000.

Anchor QEA will give the CLIENT thirty (30) days notice of any cancellation of the policies.

#### F. Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit Anchor QEA's liability for the CLIENT's damages and legal costs to Anchor QEA's fees for the services provided under this AGREEMENT.

#### G. Indemnification

Anchor QEA and the CLIENT mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this AGREEMENT, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### H. Consequential Damages

Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, neither the CLIENT nor Anchor QEA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Anchor QEA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### I. Permits, Licenses, and Fees

Anchor QEA will obtain and pay for all permits and licenses required by law that are associated with Anchor QEA's performance of the Scope of Services and will give all necessary notices, including obtaining a City of SeaTac Business License.

#### J. Access to Records

Anchor QEA will maintain accounting records, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records will be available for examination by the CLIENT during Anchor

QEA's normal business hours for a period of 3 years after the final invoice to the extent required to verify the costs incurred hereunder.

#### K. Ownership

CLIENT retains ownership of all instruments of professional service developed by Anchor QEA under this AGREEMENT. Anchor QEA shall not be liable for any reuse or modification of these work products for purposes not anticipated by Anchor QEA under this AGREEMENT.

#### L. Equal Employment Opportunity

Anchor QEA, with regard to the work performed by it after approval and/or award and prior to completion of this contract, shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part of this AGREEMENT. Anchor QEA will provide equal employment opportunity and adhere to federal, state and local laws pertaining thereto. Appropriate action will be taken by Anchor QEA, with respect to itself and any of its subconsultants, vendors and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status are incorporated into this AGREEMENT by reference. Anchor QEA will give all notices, pay all fees and take all other action which may be necessary to conduct its business in accordance with all applicable statutes, ordinances, rules and regulations including, without limitation, the above stated standards and acts, any statutes regarding qualification to do business and any statutes prohibiting discrimination among employees because of race, creed, color, national origin, age, or sex.

### ARTICLE 3. GENERAL PROVISIONS

#### A. Waivers

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

#### B. Force Majeure

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**C. Authorization to Proceed**

Execution of the AGREEMENT by the CLIENT will be authorization for Anchor QEA to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

**D. No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than Anchor QEA and the CLIENT and has no third-party beneficiaries.

**E. Jurisdiction**

The laws of the state in which the project is located shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it; venue of any lawsuit shall also be in King County Superior Court, Maleng Regional Justice Center.

**F. Disputes**

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**G. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in

any respect, unenforceability will not affect any other provision of this AGREEMENT. The provisions of this AGREEMENT shall survive its termination and completion of services.

**H. Termination/Cancellation**

The CLIENT will have the right to terminate this AGREEMENT for its convenience. After termination, Anchor QEA will be reimbursed for services rendered and necessary expenses incurred to the termination date upon submission to the CLIENT of detailed supporting invoices.

**I. Complete Agreement**

This AGREEMENT constitutes the complete and final understanding between the parties. The CLIENT may adjust the Scope of Services by either adding to or deleting from the services to be performed. If such adjustment increases or decreases the cost or time required for Anchor QEA's Scope of Services, adjusting compensation and/or time will be mutually agreed upon in writing. Additional Services provided by Anchor QEA will be entitled to additional compensation or extension of time only as authorized in writing by the CLIENT.

**J. Attachments and Schedules**

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A – Current Rate Sheet

Attachment B – Scope of Services

This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

Approved for Anchor QEA, LLC

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Accepted for CLIENT

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Anchor QEA, L.L.C.

**2012 BILLING RATES**

**Professional Level Hourly Rates**

Principal CM <sup>1</sup> /Engineer/LA <sup>2</sup> /Planner/Scientist.....	\$215
Senior Managing Analyst/CM/Engineer/LA/Planner/Scientist.....	\$195
Managing Analyst/CM/Engineer/LA/Planner/Scientist.....	\$175
Senior Analyst/CM/Engineer/LA/Planner/Scientist.....	\$155
Staff 3 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$140
Staff 2 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$125
Staff 1 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$105
Technician.....	\$89
Senior CAD <sup>3</sup> Designer.....	\$112
CAD Designer.....	\$95
Technical Editor.....	\$95
Project Coordinator.....	\$89

**Special Hourly Rates**

National expert consultant.....	\$350
All work by a testifying expert.....	1.5 times professional level rate

**EXPENSE BILLING RATES**

**Expense Rates**

Computer Modeling (per hour).....	\$10.00
Graphic Plots (varies with plot size).....	\$3-6/sf
Mileage (per mile).....	Current Federal Standard

**FEE ON LABOR AND EXPENSE CHARGES**

Subcontracts/subconsultants.....	10%
Travel and other direct costs.....	10%
Field equipment & supplies.....	10%

This is a company confidential document.

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<sup>1</sup> CM = Construction Manager  
<sup>2</sup> LA = Landscape Architect  
<sup>3</sup> CAD = Computer Aided Design

# SCOPE OF WORK – ATTACHMENT B

## Tub Lake Trail Master Plan

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### 1 PROJECT UNDERSTANDING

Anchor QEA, LLC (Anchor QEA) has prepared the following scope for the City of SeaTac (City) to provide master plan design services for the proposed trail system for Tub Lake. The final products are intended to aid the City in securing grant funding for final design and construction. This scope of work includes a discussion of the assumptions and deliverables associated with the following work plan:

- Background Information and Design Criteria Development
- Alternative Designs
- Preliminary and Final Master Plan Preparation
- Project Management and Meetings

The project area is located within North SeaTac Park. This park is owned by the Port of Seattle (Port) and operated by the City through a long term lease. The Tub Lake site consists of a relatively undisturbed fen, and surrounding forested and non-forested buffers (see attached map provided by the City). The boundaries of the master plan will need to be further defined at the outset of the planning process. Master planning will need to consider both the project site and surrounding recreation areas including the Westside trail, and the North SeaTac Park complex including Sunset Park, the SeaTac Community Center, and the Highline SeaTac Botanical Garden.

### 2 SCOPE OF WORK

#### Task 1: Background Information and Design Criteria Development

This task includes the review of documents pertaining to the Tub Lake site, preparing a base map for use in the public involvement task, considering the major environmental issues and human uses in and around the site, and synthesizing this information into a brief memorandum.

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### **Step 1.1: Collect and Compile Existing Information**

- Collect and review background information pertaining to the Tub Lake site including:
  - City of SeaTac's Park, Recreation and Open Space plan
  - Port of Seattle lease and any related Port/SeaTac Airport requirements
  - Relevant wetland and critical areas regulatory requirements
  - Wetland reconnaissance based on aerial photo interpretation and limited ground verification
- Prepare base map using existing geospatial data including Light Detection and Ranging (LiDAR) topographic data, aerial imagery, King County parcel boundaries, and results of wetland reconnaissance.
- Prepare brief 2- to 3-page memorandum summarizing existing conditions and background information and identifying opportunities and constraints for the site.

### **Step 1.2: Preliminary Design Criteria and Park Program**

- Prepare a preliminary park program (quantitative description of elements to be included in the master plan) and preliminary design criteria (qualitative description of what the park's characteristics should be), based on discussions with the City and input from stakeholders.
- Obtain feedback on program and criteria from the City prior to starting design. Use this feedback to refine the program and criteria.

### **Task 1 Deliverables**

- Memorandum summarizing existing information, site analysis, opportunities, and constraints in PDF file format.
- Base map in PDF file format showing results of wetland reconnaissance.
- Preliminary design program and design criteria in MS Word and PDF file format.

### **Task 2: Alternative Designs**

#### **Step 2.1: Alternative Design Plans**

- Prepare a minimum of two alternative design plans based on the preliminary park program and design criteria and feedback received at this point in the process. The alternative plans will be presented to the City for feedback.
-

## **Task 2 Deliverables**

- Alternative design plans will be prepared as full size (assume 22-inch by 34-inch) sheets, color rendered, and to scale. Meeting handouts (11-inch by 17-inch) will be provided, and each alternative will be provided in PDF file format.

## **Task 3: Master Plan Preparation**

### **Step 3.1: Preliminary Master Plan Design and Cost Estimate**

- Based on alternative design plan input, prepare a preferred alternative as a more detailed plan view with a minimum of two typical cross-sections of the preliminary master plan. Prepare an opinion of probable construction costs for review by the City.

### **Step 3.2: Final Master Plan Design, Cost Estimate, and White Paper**

- Based on input from the City, the Port, the public, and others, prepare a final master plan design, opinion of probable construction cost, and master plan white paper. The master plan white paper shall include:
  - One site plan drawing and two supporting sections that clearly define future uses, locations of structures, pedestrian circulation (including Americans with Disabilities Act [ADA] accessibility, access points, parking, and maintenance and emergency access routes), and view corridors
  - A brief description of the proposed trail system
  - Identification of potential need for environmental or other mitigation due to recreation development impacts, and any other anticipated permitting requirements affecting implementation of the project
  - Preliminary concept level opinion of probable construction cost
  - Summary of findings of Task 1 information gathering

### **Step 3.3: Grant Funding Brochure**

- To help secure funding for future design and construction stages of the project, prepare a grant funding handout that summarizes the master plan design based on grant funding objectives. It is anticipated that the handout will have a project
-



description and master plan figure that balances public recreation and ecological integrity.

### **Task 3 Deliverables**

- Preferred alternative/preliminary master plan design as full size (assume 22-inch by 34-inch) plan and section drawings, color rendered and to scale. Meeting handouts (11-inch by 17-inch) and PDF files will be provided.
- Opinion of probably construction cost in PDF file format.
- Final master plan design as full size (assume 22-inch by 34-inch) plan and section drawings, color rendered and to scale.
- Grant funding brochure and white paper in PDF file format.

### **Task 4: Project Management and Meetings**

#### **Step 4.1: Prepare Project Schedule**

- A project schedule showing the primary project milestones and dates will be prepared in consultation with the City. The schedule graphic will be provided in a format that can be used for public meetings and the City Council to describe the steps and timeframes for the master plan.

#### **Step 4.2: Project Management**

- Ensure good communication flow between the client and consultant team.
- Identify team member roles and communication methods.
- Manage team budget, including invoicing.

#### **Step 4.3: Meetings**

##### ***Project Kickoff Meeting with the City***

- Prior to Task 1 initiation, conduct a project kickoff meeting with the core consultant team and City and Port representatives.
  - Discuss vision, roles, project goals and objectives, concerns, scope, schedule, and budget.
-

***Alternatives (Task 2) Meeting***

- Anchor QEA staff will present and discuss with City representatives the two Alternative plans developed in Task 2.

***Preliminary Master Plan Meeting***

- Anchor QEA staff will present and discuss with City representatives the preliminary master plan developed in Task 3 (Step 3.1).

***Public Involvement Meeting***

- We recommend that the public involvement meeting be held on a weekend to encourage greater participation. We anticipate that the duration of this meeting will be 2 to 3 hours, which will include time for participants to examine display boards of Task 1 information, and converse informally with City and consultant staff.
- The public involvement meeting will include these components:
  - The City will provide an overview of the project and present existing nearby recreational facilities and non-motorized connections and recreational uses.
  - Anchor QEA staff will lead a presentation of the existing conditions.
  - The consultant team will facilitate a brief design workshop with the participants to develop a conceptual layout (bubble diagram) for the site, from which more detailed design work can be developed later.

***Permit Agency Meeting***

- One site tour or office meeting with the available local, state, and federal permit agency representatives is anticipated during the preliminary master plan stage.
- Anchor QEA will contact agency representatives to schedule this meeting.

***City Council Communications and Meetings***

- Present preliminary master plan design to City Council at one meeting.
  - Attend a second City Council approval meeting. City staff will present the final master plan; one consultant team member will be present to assist City staff with any questions from the City Council.
-

#### Task 4 Deliverables

- Project schedule in PDF file format.
- Meeting minutes for each public and stakeholder meeting prepared in draft form for review by the City and submitted in MS Word file format, with final version submitted in PDF format for posting by the City to their website.
- Prepare meeting agendas, display boards, and MS PowerPoint presentations in conjunction with the City.

### 3 SCHEDULE

Table 1 provides the anticipated schedule for the tasks described in this scope of work. This schedule assumes notice to proceed from the City on April 11, 2012, and average review turnaround times of one week by the City.

**Table 1**  
**Proposed Milestone Schedule**

Task	Description	Milestone
4	Project Kickoff Meeting	Mid-April 2012
1	Background Information and Design Criteria Development	Late April 2012
4	Public Involvement Meeting	Early May 2012
2	Alternative Design	Late May 2012
4	Alternatives Meeting with City	Late May 2012
3	Preliminary Master Plan	Mid-June 2012
4	Preliminary Master Plan Meeting with City	Mid-June 2012
4	Permit Agency Meeting	Late June 2012
4	City Council Meeting	Late June 2012
3	Final Master Plan & Grant Funding Brochures	Mid-July 2012
4	City Council Meeting	Late July 2012
4	Project Management	Throughout

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#### **4 PROPOSED FEES**

Anchor QEA's work will be performed on a time and materials basis based on the attached fee proposal. A \$15,000 not to exceed total for this scope of work has been established by the City.

#### **5 ASSUMPTIONS**

- Anchor QEA will prepare meeting minutes (in summary form) for each project meeting that Anchor QEA participates in. Meetings are assumed to have durations of approximately 1 hour each, unless otherwise noted.
- For public and stakeholder involvement meetings, the City will make all meeting arrangements and announcements, including public notices. The City will also be responsible for any Internet (City website) information posting about the project.
- Known stakeholders requiring specific meetings will consist of Port of Seattle staff, City Public Works Departments (joint meetings with the City), and local, state and federal permitting agencies (separate joint meeting). Public and stakeholder meetings are described in Task 4. If additional meetings with the City, other stakeholders, or the public are required, these meetings will be negotiated as additional work.

#### **ATTACHMENTS**

Location Map (provided by City of SeaTac)

Exhibit B: Fee Proposal

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Task	Description	Hours by Labor Categories (hourly rates shown in parentheses)						Total Labor Hours	Total Labor Cost	Subcontractor Direct Costs	Total Subcontractor Costs	Reimbursable Direct Costs	Total Reimbursable Costs	Total Direct Costs	Total Cost
		Principal CM / Engineer / LA / Planner / Scientist (\$215)	Managing Analyst / CM / Engineer / LA / Planner / Scientist (\$175)	Senior Analyst / CM / Engineer / LA / Planner / Scientist (\$155)	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist (\$140)	Project Coordinator (PAs) (\$95)	Project Coordinator (Admin.) (\$89)								
<b>Task1</b>	<b>Background Information, Park Programming and Design Criteria Development</b>														
1.1	Collect and Compile Existing Information	1.00	1.50	3.00	5.00	2.00	-	12.50	\$ 1,833	\$ -	\$ -	\$ 10	\$ 10	\$ 10	\$ 1,843
1.2	Preliminary Design Criteria and Park Program	0.50	0.50	-	1.00	-	-	2.00	\$ 335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335
<b>Task2</b>	<b>Alternative Designs</b>														
2.1	Alternative Design Plans	2.00	2.00	-	6.00	-	-	10.00	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620
<b>Task3</b>	<b>Preliminary and Final Master Plan</b>														
3.1	Preliminary Master Plan Design and Cost Estimate	1.00	1.00	-	8.00	0.50	-	10.50	\$ 1,558	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ 2,558
3.2	Final Master Plan Design, Cost Estimate, and Whitepaper	2.00	2.00	-	9.00	4.00	-	17.00	\$ 2,420	\$ 500	\$ 500	\$ -	\$ -	\$ 500	\$ 2,920
3.3	Grant Funding Brochure	1.00	-	-	2.00	1.00	-	4.00	\$ 590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 590
<b>Task4</b>	<b>Project Management and Meetings</b>														
4.1	Prepare Project Schedule	0.50	0.50	-	1.00	1.00	-	3.00	\$ 430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 430
4.2	Project Management	-	-	-	2.00	-	1.50	3.50	\$ 414	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 414
4.3	Meetings	3.00	10.00	-	13.00	-	-	26.00	\$ 4,215	\$ -	\$ -	\$ 71	\$ 71	\$ 71	\$ 4,286
	<b>Total Hours</b>	<b>11.00</b>	<b>17.50</b>	<b>3.00</b>	<b>47.00</b>	<b>8.50</b>	<b>1.50</b>	<b>88.5</b>							
	<b>Total Cost</b>	<b>\$2,365</b>	<b>\$3,063</b>	<b>\$465</b>	<b>\$6,580</b>	<b>\$808</b>	<b>\$134</b>		<b>\$13,414</b>	<b>\$1,500</b>	<b>\$1,500</b>	<b>\$82</b>	<b>\$82</b>	<b>\$1,582</b>	<b>\$14,995</b>

# TUB LAKE



Date Prepared: Nov 28, 2011  
Source: City of SeaTac

Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.

Tub Lake Master Plan

Task	Task Description	Hours by Labor Categories (hourly rates shown in parentheses)						Total Hours	Total Labor Cost	Total Subcontractor Expenses	Total Reimbursable Expenses	Total Direct Expenses	Total Cost
		Principal CM / Engineer / LA / Planner / Scientist (\$215)	Managing Analyst / CM / Engineer / LA / Planner / Scientist (\$175)	Senior Analyst / CM / Engineer / LA / Planner / Scientist (\$155)	Staff 3 Analyst / CM / Engineer / LA / Planner / Scientist (\$140)	Project Coordinator (PAs) (\$95)	Project Coordinator (Admin.) (\$89)						
1		1.50	2.00	3.00	6.00	2.00	-	14.50	\$ 2,167.50	\$ -	\$ 10.20	\$ 10.20	\$ 2,177.70
2		2.00	2.00	-	6.00	-	-	10.00	\$ 1,620.00	\$ -	\$ -	\$ -	\$ 1,620.00
3		4.00	3.00	-	19.00	5.50	-	31.50	\$ 4,567.50	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 6,067.50
4		3.50	10.50	-	16.00	1.00	1.50	32.50	\$ 5,058.50	\$ -	\$ 71.40	\$ 71.40	\$ 5,129.90
	<b>Total Hours</b>	<b>11.00</b>	<b>17.50</b>	<b>3.00</b>	<b>47.00</b>	<b>8.50</b>	<b>1.50</b>	<b>88.50</b>					
	<b>Total Cost</b>	<b>\$2,365</b>	<b>\$3,063</b>	<b>\$465</b>	<b>\$6,580</b>	<b>\$808</b>	<b>\$134</b>		<b>\$13,414</b>	<b>\$1,500</b>	<b>\$82</b>	<b>\$1,582</b>	<b>\$14,995</b>

# SeaTac City Council REQUEST FOR COUNCIL ACTION

Department Prepared by: Legal

Agenda Bill #: 3418

TITLE: An Ordinance amending Chapter 3.31 of the SeaTac Municipal Code related to purchasing.

<i>March 21, 2012</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	<u>RCM 04/10/2012</u>
Ord/Res Exhibits:	
Review Dates:	<u>Council Retreat 02/25/2012; CSS: 03/27/2012</u>
Prepared By:	<u>Mark S. Johnsen, Senior Assistant City Attorney <i>MSJ</i></u>
Director:	<u><i>Mary Mianche Bartolo</i></u> City Attorney: <u><i>Mary Mianche Bartolo</i></u>
Finance:	<u><i>B. Polsh</i></u> BARS #: <u>N/A</u>
City Manager:	<u><i>Tom Bell</i></u> Applicable Fund Name: <u>N/A</u>

*MLC*  
*SA*

**SUMMARY:** The proposed Ordinance amends the City's Purchasing Code, pursuant to direction given to the City Manager at the City Council retreat on February 25, 2012.

**DISCUSSION / ANALYSIS / ISSUES:** The proposed Ordinance amends several sections of the City's Purchasing Code (Chapter 3.31 of the SeaTac Municipal Code). The following is a list of proposed changes:

SMC 3.31.050. Currently, the City Manager has authority to execute contracts that do not exceed \$5,000. Contracts that exceed \$5,000 but are less than \$35,000 are approved by the City Council by Motion as part of the consent agenda. Similar authority is provided for the execution of contract amendments. The proposed Ordinance authorizes the City Manager to execute contracts that do not exceed \$50,000 in value. The current \$5,000--\$35,000 agenda item would be removed. In addition, the City Manager would be authorized to execute contract amendments that do not exceed the lesser of 10% of the contract cost or \$50,000.

SMC 3.31.060. This Section related to the purchase of supplies and equipment would be amended so that the requirement to obtain at least three quotations more closely matches the contract approval limits in SMC 3.31.050 and the dollar amounts for public works contracts.

SMC 3.31.090 and SMC 3.31.100. These Sections related to public works projects would be amended to remove the maximum dollar for utilizing the small works roster, and instead provides that the small works roster process can be used when applicable. The maximum dollar amount is set by State law, which is currently \$300,000.

SMC 3.31.190. Currently, the City Manager is authorized to lease or rent City facilities or let a contract in which the City receives payment, provided that the annual payment does not exceed \$35,000. However, when the City receives annual payment between \$5,000 and \$35,000 the agreements are approved by the City Council by Motion, similar to the \$5,000--\$35,000 purchases. This Section related to lease or rental of City facilities would be amended to authorize the City Manager to execute such contracts if the annual payment to the City does not exceed \$50,000. The proposed Ordinance also authorizes the City Manager to accept grants on behalf of the City with these same dollar amounts.



**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** None.

**ALTERNATIVE(S):** 1) Do not adopt the Ordinance. 2) Amend the Ordinance prior to adoption.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 3.31 of the SeaTac Municipal Code related to Purchasing.

**WHEREAS**, the City Council discussed amending the City's Purchasing Code to increase the City Manager's authority to make purchases and execute contracts when the value does not exceed \$50,000 at the February, 2012 Council Retreat; and

**WHEREAS**, the City Council has determined that it is appropriate to amend the City's Purchasing Code;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** Section 3.31.050 of the SeaTac Municipal Code is hereby amended to read as follows:

**3.31.050 Cost Threshold--Contract Approval Levels and Contract Amendments.**

A. The following approval levels are designed for all contracts and purchases. Contracts and purchases that ~~are not budgeted or~~ require additional budget appropriations must be approved by the City Council, regardless of amount.

1. Contracts and purchases not exceeding \$50,000 may be approved by the City Manager or designee without City Council approval.
2. ~~Contracts and purchases exceeding \$5,000 but not exceeding \$35,000 shall be reported to the City Council for approval by motion in accordance with the Council's administrative procedures.~~
3. ~~Contracts and purchases exceeding \$35,000 shall be formally presented to the City Council for approval as a separate item on the City Council agenda.~~

B. The approval process for contract amendments, except contract amendments for public works, is set forth in this Subsection.

1. The City Manager may execute an amendment without City Council approval, provided that the amendment:
  - i. Extends the time of completion for a project. Such an extension can be for up to six months; and/or
  - ii. Provides for a cost increase that does not exceed 10% of the original contract cost or \$50,000, whichever is less, and such cost increase ~~has been appropriated in the City's budget~~ does not require additional budget appropriations; or
  - iii. The total value of the contract does not exceed \$50,000 after the cost increase.

C. The approval process for amendments to public works contracts exceeding \$50,000 in value (including change orders) is set forth in this Subsection.

1. The City Manager or designee may execute an amendment to a public works contract, including ~~a change orders~~, without City Council approval, provided that the amendment or change order does not increase the cost of the original contract amount beyond any contingency authorized by the City Council when the contract was awarded.

~~D. For contract amendments requiring City Council approval, a separate agenda item on the City Council agenda is required unless one of the following exceptions apply:~~

- ~~1. If the contract amendment increases the cost of the contract by \$35,000 or less, the contract amendment may be approved by the City Council utilizing the procedure set forth in SMC 3.31.050(A)(2); or~~
- ~~2. The contract does not require approval as identified in SMC 3.31.050(B) or (C).~~

**Section 2.** Section 3.31.060 of the SeaTac Municipal Code is hereby amended to read as follows:

**3.31.060 Purchasing Procedures for Supplies, Equipment, Non-Professional Services, and Information Services.**

A. This Section applies to purchases of supplies, equipment, non-professional services and Information Services. This Section does not apply to the purchase of supplies or services that are considered to constitute a public work (which is addressed in SMC 3.31.090), contracting for professional services (which is addressed in SMC 3.31.070), or the contracting of architectural, engineering, or design services (which is addressed in SMC 3.31.080).

B. Purchases that do not exceed \$5,000 may be entered into through direct negotiation. Advertisement and competitive bidding is not required, although every effort shall be made to receive the best price possible.

C. For purchases exceeding \$5,000, but less than ~~\$3550,000~~, at least three quotations shall be obtained. Quotations may be obtained by telephone or in writing (which includes electronic communications such as fax and email), and quotations shall be recorded and available for public inspection. Advertisement is not required. The purchase shall be made from the responsible vendor providing the lowest quotation. When three quotations cannot be obtained, the City ~~Council~~ Manager shall be so notified at the time that the purchase is submitted for approval in accordance with SMC 3.31.050.

D. For purchases exceeding ~~\$3550,000~~, but less than ~~\$200300,000~~, formal competitive bids shall be obtained. Bids do not need to be sealed, but shall be in writing (which includes electronic communications such as fax and email). The competitive bidding procedures set forth in SMC 3.31.100 shall be followed.

E. For purchases exceeding ~~\$200300,000~~, competitive sealed bids shall be obtained. The competitive bidding procedures set forth in SMC 3.31.100 shall be followed.

F. RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions rather than through competitive bidding, if the items can be obtained at a competitive price. Purchases of supplies or equipment may be acquired at auction, subject to the provisions of RCW 39.30.045, so long as the City Council has authorized the expenditure of funds for the particular purchase as required in SMC 3.31.050.

G. RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies. Surplus property may be acquired from other governmental agencies, subject to the provisions of RCW 39.33.010, so long as the City Council has authorized the expenditure of funds for the particular purchase as required in SMC 3.31.050.

H. RCW 39.04.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. Contracts with another public agency are authorized, subject to the provisions of RCW 39.04.080 so long as the City Council has authorized the expenditure of funds for said contract as required in SMC 3.31.050.

**Section 3.** Section 3.31.090 of the SeaTac Municipal Code is hereby amended to read as follows:

**3.31.090 Procedures for Public Works.**

A. This Section applies to contracts for public works. This Section does not apply to the contracting for Architectural, Engineering, and Design Services (which is addressed in SMC 3.31.080), purchase of supplies, equipment, non-professional services and information services (which is addressed in SMC 3.31.060), or the contracting for professional services (which is addressed in SMC 3.31.070). This Section is not intended to conflict with State law.

B. As defined in RCW 39.04.010, public works include (but are not limited to) all work, construction, alteration, repair, or improvement (other than ordinary maintenance, engineering analysis, and design and other professional services) executed at the City's cost, or which is by law a lien or charge on any property therein.

C. Pursuant to RCW 35.22.620, the cost of a public works project is the costs of materials, supplies, equipment, and labor on the construction of that project.

D. For public works projects ~~totaling \$200,000 or less~~, the Purchasing Agent may use the Small Works Roster procedures when applicable, as established by Council Resolution.

E. Public works projects shall be awarded by use of competitive sealed bidding as provided in SMC 3.31.100 if the Small Works Roster procedures are not used.

F. The City is required by RCW 39.12.040 to require contractors to pay prevailing wages on all public works contracts. A "Statement of Intent to Pay Prevailing Wages" must be received from a contractor prior to the start of any construction, and an "Affidavit of Wages Paid" must be received following final acceptance of the work.

G. RCW 39.08.010 mandates that the City require a performance bond for every public works contract. The performance bond shall be received by the City within seven calendar days of contract execution or prior to the start of any construction, whichever is earlier. The bond shall also be executed by a surety company authorized to do business in Washington State, in an amount equal to 100% of the price specified in the contract.

1. For contracts of \$35,000 or less, the City may retain 50% of the contract for 30 days after final acceptance, or until receipt of all necessary releases from the Department of Revenue and Department of Labor & Industries, and settlement of any liens filed under

RCW 60.28 (whichever is later), in lieu of a performance bond. This requirement is at the option of the contractor.

2. For contracts being awarded under the limited small works roster process provided under RCW 39.04.155(3), the payment and performance bond requirements of RCW 39.08 may be waived.

H. In order for a bid to be considered responsive for public works contracts valued at over \$1,000,000, every bidder must submit (either with their bid or within one hour of the bid submittal time) the names of all subcontractors that will be used for heating, ventilation and air conditioning, plumbing, and electrical work, pursuant to RCW 39.30.060.

**Section 4.** Section 3.31.100 of the SeaTac Municipal Code is hereby amended to read as follows:

**3.31.100 Competitive Bidding Procedures for Public Works Projects.**

A. Public Notice. While State law does not contain any detailed requirements for public notice, good business practice calls for using a notification process that will reach the most contractors and allow enough time for responsive bids to be prepared. At a minimum, notice shall be published in the City's official newspaper at least twice, and each publication shall be a minimum of five (5) days apart. Furthermore, the first notice shall be published at least thirteen days prior to the last date upon which bids will be received, and the second notice shall occur at least seven days prior to the last date upon which bids will be received. In addition to publication in the City's official newspaper, public works projects ~~in excess of \$200,000~~ that exceed the maximum dollar amount for utilization of the Small Works Roster must also be advertised in the Daily Journal of Commerce in the same manner as the City's official newspaper.

B. Submittal of Bids. Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. All bids must be filled out in ink or be typewritten and must be properly signed by an authorized representative of the vendor. All changes and/or erasures shall be initialed in ink. Unsigned bids shall be rejected. Each bid will be date and time stamped as it is received, and late bids will not be accepted. If a bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time.

C. Cancellation. An invitation for bids may be cancelled.

D. Award. The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria included in the invitation for bids.

E. No City representative shall inform a vendor of the terms or amount of any other vendor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the City may not negotiate with bidders. The contract must be awarded to the lowest responsive and responsible bidder, or else the City Council may choose to reject all bids by Council action.

F. A written record shall be made of each bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bids shall be recorded, open to public inspection, and available by telephone inquiry.

G. The original bid responses shall be filed with the City Clerk within 14 days of the date bids were due, and will be retained for review and audit as required.

H. Bid Security. In general, bid security is optional. However, bid security shall be required for all competitive bidding of public works projects valued in excess of ~~\$200,000~~ the maximum dollar amount allowed for utilization of the Small Works Roster. Security shall be in the form of a bond with a value of 5% of the amount of the bid, provided by a surety company that is authorized to do business in Washington State, or the equivalent in cash or certified check. When the invitation for bids requires submittal of bid security, noncompliance will result in rejection of the bid. If a bidder is permitted to withdraw a bid before award, its bid security shall be returned.

I. Non-Collusion Affidavit. Each bidder may be required to warrant that their bid is genuine, and that they have not entered into collusion with other bidders, by submitting with their bid an executed and notarized affidavit.

**Section 5.** Section 3.31.190 of the SeaTac Municipal Code is hereby amended to read as follows:

**3.31.190 Acceptance of Grants, Lease or Rental of City Facilities and Contracts for which City Receives Payment.**

The City Manager or designee, on behalf of the City, is granted the authority to accept grants, lease or rent City facilities, or let any contract in which the City receives either monetary or nonmonetary payment for material, equipment, services, or supplies under such terms and conditions the City Manager deems is in the best interest of the City and does not interfere with public use; provided, that annual payment to the City for any such lease, rental agreement, or contract is less than ~~thirty five thousand dollars (\$35,000)~~ in value. However, leases, rental agreements, or contracts in which annual payment to the City exceeds five thousand dollars (\$5,000) but less than thirty five thousand dollars (\$35,000) shall be reported to the City Council for approval by motion prior to execution.

**Section 6.** This Ordinance shall be in full force and effect five days after passage and publication as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SEATAC**

\_\_\_\_\_  
Tony Anderson, Mayor

ATTEST:

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Kristina Gregg, City Clerk

Approved as to Form:

*Mary Mirante Bartolo*

Mary Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[2012 Purchasing Code Update]

**6. PRESENTATION:**

● **Code Compliance Program Manager** (*10 minutes*)

By: Community and Economic Development Director Cindy Baker /  
Building Services Manager Gary Schenk



## **7. PRESENTATIONS:**

- **Introduction of New Employee: Finance Director Aaron Antin (5 minutes)**

By: City Manager Todd Cutts

- **Animal Services (30 minutes)**

By: Police Chief Jim Graddon / Administrative Captain Annette Louie / Program Manager Soraya Lowry / King County Representatives

- **Municipal Stormwater Permit Annual Presentation (15 minutes)**

By: Stormwater Compliance Manager Don Robinett

- **ClickNRequest Web Service (5 minutes)**

By: Public Works Director Tom Gut

- **State of Court Address (15 minutes)**

By: Judge Elizabeth Cordi-Bejarano

- **Fire Services Consolidation (15 minutes)**

By: Fire Chief Jim Schneider / City Manager Todd Cutts





STATE OF THE COURT ADDRESS  
SEATAC MUNICIPAL COURT  
2012

Good evening Mayor, Council Members, city staff, and citizens. I am honored to be here. My name is Elizabeth Bejarano, and I am currently serving as the Judge for SeaTac's Municipal Court.

We have begun our focus this year on improving access to justice. Collectively, Washington courts process more than two million case filings every year (that is more than one filing for every three citizens of our state). More than one and a half million of those cases are handled at the district and municipal courts, otherwise known as "The People's Courts". By conducting outreach, providing more information to the public, increasing the level of customer service and working more efficiently, we are improving access to justice, and truly making SeaTac Municipal Court a "People's Court". One huge leap we made towards those goals was to acquire the finest Court Administrator. Paulette Revoir, as you know served more than 20 years for Snohomish County District Court, and she brought with her an unbelievable wealth of experience, commitment and work ethic. She is a fantastic leader who has taught the clerks ways to increase efficiencies and to be more productive, using the tools we already have at our disposal.

We now have a clerk stationed at the counter with a computer, using their time and energy more efficiently, allowing them to be more responsive to the public. I have to thank Pat Patterson, James King and Bart Perman for their assistance in accomplishing the work needed to be able to have a clerk at the counter.

We continue to improve our web page for greater accessibility, increasing the information available and accessible through our web page. We now have the ability to allow people to pay their fines and costs on-line. People also have a 1-800 number that is available for making payments over the phone during the week and on weekends. These services do not cost the City any money to operate as they are fully offender funded. It not only makes payment to the court more convenient for people, but it also saves clerk's time spent processing payments.

We are exploring the possibility of providing information on court hearings through the use of social media such as Twitter and Facebook. We have had many folks come in to observe court, some of whom have decreased mobility, so we are also exploring the possibility of televised court hearings on a regularly scheduled basis.

We have been working to reduce costs by re-arranging our interpreter calendars and warrant recall calendars. Last year, I began addressing arrest warrants on a daily basis, to decrease jail costs for people who appear after a warrant has been issued. Through this effort alone we saved nearly \$13,000 in jail costs between September and December of last year. When you multiply that savings over the span of the year, the reduction in costs to the City becomes significant.

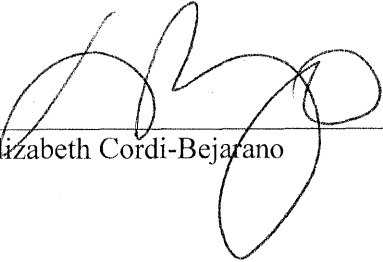
I have been allowing appropriate defendants to complete community service by assisting the Highline Botanical Garden so that the city receives a benefit from people who cannot afford to pay their fine to the court.

I have worked with teachers at Tyee the past two years, and I have gone to speak with the students at Tyee in their classrooms. I had the students visit the court, conduct mock trials, and tour the police and court facilities.

This year, we are formally celebrating Law Week during the first week of June. The theme for this year's events is, "No Courts, No Justice, No Freedom." We are working with local students to come before Council with a Proclamation request. We are going to have classes from local schools come in and observe court and conduct mock trials. Some of SeaTac's finest Officers will be conducting interactive presentations on DUI and Police K-9 investigations. We are also hoping to have a presentation at the Senior Center, as well as an interactive presentation with the Somali community. We are planning these events with the cooperation of the police department, the prosecutor, council members and the schools to coordinate events, trials and visits. We will keep you updated on our scheduled events.

We will continue to expand the "Access to Justice" program to address greater accessibility for those whom English is a second language, to increase accessibility at the court facilities for those with disabilities, and to provide more information to the public through the use of the web page, a quarterly newsletter, social media outlets and televised hearings. I look forward to continuing the progress begun and working to serve the needs of the community in the years to come.

Finally, you may have received the Court's new quarterly newsletter. I thought that it would be a nice tool to educate folks about what is going on at the court, the services we offer, and little bits of court and constitutional trivia. It will be published on a quarterly basis via the web. If you haven't seen the newsletter, we have it published on our webpage, and you can sign up to receive it automatically. Thank you again for allowing me to serve as your judge!



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Judge Elizabeth Cordi-Bejarano

**PAYROLL/CLAIMS VOUCHERS WERE SENT  
ELECTRONICALLY TO THE CITY COUNCIL  
A HARD COPY OF THE VOUCHERS  
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

# SUMMARY OF PURCHASE REQUESTS \$5,000-\$35,000

For March 27, 2012 - Regular Council Meeting

Period ended March 23, 2012

<u>Item Description</u>	<u>Department</u>	<u>BARS Number</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Estimate</u>	<u>Additional Information</u>
King County Water & Land Resources	Public Works	403.000.11.538.38.41.079	\$8,800	\$8,800	\$8,775	Angle Lake Monitoring Scope of Work; Renewal of ongoing volunteer based water quality monitoring agreement.
Sherwin Williams Paint	Parks & Rec/Fac	110.000.12.575.50.31.008	\$16,539	\$16,539	\$7,209	Paint for Community Center Gym Walls

**SUMMARY OF DONATIONS \$500 OR GREATER**  
**For March 27th - Regular Council Meeting**  
**Period ended March 21, 2011**

**Donor Name**

**Description**

**Amount**

Port of Seattle

4 models were originally created for display as projects were being constructed at the Port of Seattle. These models are no longer relevant and are taking up storage space. They have value historically and are desired by the Highline Historical Society for their collection.

\$4,000  
(Estimated)

*Note: To be surplus by the City to the Highline Historical Society; The POS can donate to the City but not to non-profit organizations.*

**City Council/City Manager Travel Summary**  
**Consent Agenda: 3.27.12**

**Travel Pre-Approval Requests:** None

**Travel Expense Approval:** *Expenses for approval to-date*  
*Pre-Approval/Budgeted Amount: \$2,490 per city official*  
*NLC Conference, Washington D.C., March 10-14, 2012*

<b>Name: Todd Cutts</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		
<b>Transportation</b>	\$703.19 (\$123.59)=\$570.60 NET	
<b>Registration</b>	\$445	
<b>Total</b>	<b>\$1,015.60</b>	

<b>Name: Dave Bush</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		\$24.41
<b>Transportation</b>	\$618.60	\$130
<b>Registration (first time attendee discount)</b>	\$350	
<b>Total</b>	<b>\$968.60</b>	<b>\$154.41</b>

<b>Name: Mia Gregerson</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		\$628.30 (4 nights) \$1,043.77 for <b>Barry Ladenburg</b> (6 nights)
<b>Meals</b>		
<b>Transportation</b>		\$509.60
<b>Registration</b>	\$445	
<b>Total</b>	<b>\$445</b>	<b>\$2,181.67</b>

<b>Name: Tony Anderson</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		\$525 (5 nights)
<b>Meals</b>		\$180.03 (includes \$88.18 for other councilmembers)
<b>Transportation</b>		\$675.20
<b>Registration</b>	\$445	
<b>Total</b>	<b>\$445</b>	<b>\$1,380.23</b>



# City of SeaTac

## Council Study Session Minutes Synopsis

February 14, 2012  
4:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Study Session was called to order by Deputy Mayor (DM) Mia Gregerson at 4:01 p.m.

**COUNCIL PRESENT:** Mayor Anthony (Tony) Anderson (*participated by phone until 5:07 p.m.*), DM Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

### **Agenda Bill #3391 – A Motion affirming the current State Purchasing Interlocal Agreement (ILA), and approving a new amendment**

**Summary:** Administration seeks a motion affirming the most recent ILA with the State of Washington, previously entered into to provide advantages, including economies of scale, in the purchase of large items. In addition, the motion should also approve the proposed amendment, which extends the term of the agreement through 2012 and agrees to the assignment of the agreement from the State Department of General Administration (GA) to the State Department of Enterprise Services (DES).

For many years, the City has been a member of the State Purchasing Cooperative. Through this membership, the City purchases vehicles, equipment, software, copier leases, etc., at significantly reduced pricing. In recent years, the City has paid between \$2,000 and \$4,000 in annual membership fees, for all services and privileges afforded through this cooperative relationship. Because the contract membership fee is under the current \$5,000 threshold, the City Finance Director has signed the agreement in the past and authorized payment of the annual membership fee accordingly.

This relationship continues to serve the City well. Because this is an ILA, staff believes it should come before the Council, even though the annual membership fee for 2012 is only \$2,000.

The proposed amendment extends the term of the most recent agreement to the end of 2012 and designates the City's current annual fee as \$2,000. The amendment also acknowledges the recent move of the State Purchasing Cooperative from GA to DES.

Council approval and a \$2,000 annual membership fee will allow the City to continue to take advantage of substantial cost savings for major purchases throughout the year. The \$2,000 fee is in the 2012 Adopted Budget.

Interim Finance Director Joyce Papke reviewed the agenda bill summary.

Council discussion ensued regarding this issue.

City Manager Cutts clarified that staff is requesting this item be acted on at the Regular Council Meeting (RCM) being February 16 is Ms. Papke's last day with the City.

Council and Mr. Cutts thanked Ms. Papke for her service to the City.

**Council consensus:** Unanimous consent to refer this to the 02/14/12 Consent Agenda

### **PRESENTATIONS:**

#### **•SeaTac Municipal Court proposal to increase and improve Probation Services by contracting with Tukwila Municipal Court**

SeaTac Municipal Court Judge Elizabeth Bejarano introduced SeaTac Municipal Court Administrator Paulette Revoir, and Tukwila Municipal Court Judge Kimberly Walden, Court Administrator Latricia Kinlow, and Probation Officer Mindy Briener.

Late last year the City received a request to withdraw from services from the City's probation officer. She reviewed the current probation services for both SeaTac and Tukwila, and the proposed probation service. The benefits of contracting with Tukwila Municipal Court for probation services include the following: Probation Officer is available Monday through Friday, One Probation Officer comes to SeaTac for the Review Calendar, which addresses defendant compliance with Court orders, Probation Office also has a full-time support staff, day reporting service offered to SeaTac, portable breath tests, separate and secure maintenance probation files, electronic home detention and monitoring services, and pre-sentence interviews.

Judge Walden briefed Council on Tukwila's probation program which saves on jail costs.

**PRESENTATIONS (Continued):**

**SeaTac Municipal Court proposal to increase and improve Probation Services by contracting with Tukwila Municipal Court (Continued):**

Ms. Breiner detailed a few of the jail alternative programs, including community work alternative, consumer awareness class, and moral reconnection therapy (MRT).

Council discussion ensued regarding the alternative programs, estimated costs, and budget gap.

Ms. Revoir stated that the probation fees that are collected are in the General Fund (GF). That would leave an estimated \$50,000 budget gap in the GF if probation services moves to another location in the budget. Probation fees must then be used to fund probation services, not GF services.

Mr. Cutts stated that this is a great program offered by the City of Tukwila and is something SeaTac should consider. The main question at this time is the fiscal impact to the City and the GF. This would create a gap in the GF. He recommended that during the next year, Ms. Revoir develop some quantifiable results to have a better sense of cost savings for jail services. Council needs to decide whether to act on this now with the unanticipated impact to the GF or consider this issue during the next budget cycle.

Council discussion ensued regarding the two options. Ms. Revoir stated that a one day a week Probation Officer for the current case load is not adequate. If Council chooses to not use this option, staff would reconsider options and most likely request a full-time Probation Officer.

Mayor A. Anderson stated that this item does not appear ready to move forward for action. He suggested it be discussed further at a future Council Study Session (CSS).

**● Animal Services**

Program Manager Soraya Lowry stated that the objective of this presentation is to review options available: (1) SeaTac, (2) Sub-Regional Partnership, (3) Public-Private Partnership (CARES), and (4) King County (KC).

Administrative Captain Annette Louie and Ms. Lowry reviewed the options in detail related to animal control officer, sheltering, and licensing.

Council discussion ensued regarding the options. Police Chief Jim Graddon stated that most scenarios include domesticated animals, but the definition changes between the options.

Chief Graddon stated that the cost for the KC option is still being negotiated and numbers may change based on the number of entities involved.

**● Introduction to Access to Corner Stores**

Community & Economic Development (CED) Director Cindy Baker stated that this is the second half of the presentation. Council direction will be needed on areas to explore.

*CM A. Anderson's call was disconnected at this point in the meeting. He didn't participate in the remainder of the meeting.*

Senior Planner Kate Kaehny provided background of the Communities Putting Prevention to Work (CPPW) Grant. She also reviewed the Food Access Data and Analysis from the University of Washington (UW) Assessment: health in SeaTac and KC; location and types of food retailers in SeaTac, proximity of food retailers to residential areas, and Socio-Economics of Food Choice.

Ms. Baker stated that the UW made recommendations to the City based on their analysis. Staff will review the recommendations and request Council direction on whether more information is needed, to be presented at the Council Retreat.

Ms. Kaehny reviewed the Food Retail Mobile Vending recommendation.

Due to the time limitation, Council requested all recommendations be moved forward to the retreat for more discussion.

**● Affordable Housing**

CED Director Baker stated that this topic is up for discussion in the Growth Management Policy Board. It is being negotiated by the cities. She defined affordable housing as housing that is affordable to all segments of the population and does not cost more than 30% of household income.

**PRESENTATIONS (Continued):**

**Affordable Housing (Continued):**

The affordable housing targets are part of the KC Countywide Planning Policies (CPP) which are overseen by the Growth Management Planning Council (GMPC). There are elected officials from KC and its cities participating in the GMPC. SeaTac is not currently a part of the GMPC. Local Comprehensive Plans (CPs) must be consistent with the CPP as a requirement of the Growth Management Act (GMA).

April 26, 2011, former Mayor T. Anderson, by letter, joined other South KC Mayors in requesting a revised method for allocating 2011 affordable housing targets include existing affordable housing numbers and more equitable distribution throughout the county.

The GMPC agreed to adopt interim affordable housing targets in 2011, while working on revising methodology and policy in 2012.

She reviewed how the affordable housing targets are calculated.

Senior Planner Mike Scarey reviewed the 2011 proposed target before the Mayors' letter. He then explained what's currently being negotiated - low income housing target based on 24% of overall housing target with existing number of affordable units taken into account. SeaTac would need to provide 32 individual units by 2031.

Ms. Baker stated that if the City wants to have more units, the City can provide more. The proposed option being discussed allows for flexibility. The City can decide its own policies to achieve the targets.

Council discussion ensued regarding the proposed option with Council agreeing that the numbers appear more realistic.

Ms. Baker stated that the next steps are: (1) cities' and county's staffs to continue negotiating, (2) continue Council updates, (3) February 29 (tentative) GMPC review of draft approach, (4) June – GMPC further reviews approach, and (5) September/December: GMPC to consider proposed targets as amendments to KC CPP.

**•Library Advisory Committee Mission statement**

Vice Chair Harlan Feinstein reviewed the draft mission statement. This will be discussed in further detail during the February 25 Council Retreat.

**ADJOURNMENT:** Deputy Mayor Gregerson adjourned the Council Study Session at 5:52 p.m.

# City of SeaTac

## Regular Council Meeting Minutes

February 14, 2012  
6:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Regular Meeting was called to order by Deputy Mayor (DM) Mia Gregerson at 6:01 p.m.

**COUNCIL PRESENT:** Mayor Anthony (Tony) Anderson (*participated by phone*), DM Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

**STAFF PRESENT:** City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Human Resources (HR) Director Anh Hoang, Court Administrator Paulette Revoir, Interim Finance Director Joyce Papke, Parks & Recreation (P&R) Director Kit Ledbetter, Community & Economic Development (CED) Director Cindy Baker, Senior Planner Kate Kaehny, Senior Planner Mike Scarey, Economic Development (ED) Manager Jeff Robinson, Public Works (PW) Director Tom Gut, Resource Conservation/Neighborhood Programs Coordinator Trudy Olson, Police Chief Jim Graddon and Fire Chief Jim Schneider.

**FLAG SALUTE:** DM Gregerson led the Council, audience and staff in the Pledge of Allegiance.

**PUBLIC COMMENTS:** Vicki Lockwood spoke in support of Agenda Bill #3404.

Vicki Lockwood, Doris Cassan, Ron Bensley, and Earl Gipson spoke against Agenda Bill #3400.

### PRESENTATIONS:

#### ●Highline SeaTac Botanical Garden Update

Foundation Representative Wendy Morgan thanked the Council and staff for supporting the garden and the rose garden seating walls which are finished. The rose garden will be ready for viewing and dedication May 5. She invited everyone to attend. She reviewed the 2011 accomplishments and 2012 goals.

#### ●Highline Community Coalition

This presentation was rescheduled to the February 28, 2012 Regular Council Meeting (RCM).

#### ●Bristol-Myers Squib Foundation Grant to Valley Cities Counseling for services at SCORE (South Correctional Entity)

Valley Cities Counseling & Consultation CEO Ken Taylor stated that they received a grant from Bristol-Myers Squib to develop, implement and evaluate a Forensic Mental Health Peer Support Program over a two year period. This will be to place people recovering from mental illness at the SCORE facility to help them upon their exiting to be reintegrated successfully into the community. If this is successful, it is believed it will be replicated in a number of jurisdictions and law enforcement agencies across the country.

Mr. Taylor stated that they are just now completing hiring staff and getting clearance.

SCORE Jail Executive Director Penny Bartley stated that this proposal came about during the planning of SCORE.

#### ●Allied Waste Services – Enhanced Service Options for SeaTac

Resource Conservation / Neighborhood Programs Coordinator Trudy Olson introduced Allied Waste Services Municipal Services Manager Don Frey and Recycling Coordinator Lynnyetta Keller. Ms. Olson also gave an overview of the current services provided to SeaTac residents.

Mr. Frey stated that Allied Waste is going through a branding transition. He reviewed the transition phases: (1) communicate brand transition to cities and media; (2) customer mailings as Republic Services; (3) website done, and brand transition completed by mid-year; and (4) metal containers rebranded by year-end.

A dedicated website for the City of SeaTac has been developed at [www.AlliedWasteSeaTac.com](http://www.AlliedWasteSeaTac.com). This provides updated information for all customers, educational material, photos, rates, online bill pay, and live chat support.

Ms. Keller reviewed the contract amendment benefits: enhanced recycling, commercial organics (carts), and more residential organics cart choices.

Ms. Keller stated that Dave's Diner and Brew, Matt Griffin YMCA Recycling Education, and Dr. Jeanne Isaacson Office received awards for their excellence and leadership in recycling.

Mr. Frey stated that Allied Waste toured SeaTac schools and reviewed access, safety, and how to improve with more educational outreach materials.

**PRESENTATIONS (Continued):**

**• Council consideration of Mayoral appointment of Joe Adamack to the Planning Commission (PC) (Scheduled for Council confirmation at the 2/28 RCM)**

DM Gregerson announced Mayor A. Anderson's selection of Joe Adamack to be appointed to the PC.

CM Ladenburg stated that Senior Planner Mike Scarey and he interviewed the candidates. Four excellent candidates applied.

**Council consensus:** Referred to the 02/28/12 RCM for confirmation

**DISCUSSION ITEM:**

**• Summary of \$5,000 - \$35,000 Purchase Requests for the period ended February 9, 2012**

City Manager Cutts reviewed the requests:

<u>Item Description</u>	<u>Department</u>	<u>Budget</u>	<u>Estimate</u>
Zoll Contract for Maintenance and Support	Finance & Systems	\$108,038	\$6,224
Codification of City Ordinances	City Clerk's Office	\$17,250	\$17,250
Scan and Microfilm Backlog of City Records	City Clerk's Office	\$35,000	\$35,000
Road Salt	PW	\$16,000	\$16,047
Museum of Flight Contribution	CED	\$25,000	\$25,000
Northwest Symphony Orchestra	CED	\$5,000	\$5,000
ED Business Data and Analysis	CED	\$5,000	\$5,000
Southwest King County Chamber of Commerce (SWKCC)	CED	\$20,000 \$75,000	\$20,000 \$5,000
Civil Service Promotional Exam – Fire Captain	HR	\$15,000	\$15,000
Commercial Recycling Outreach Consultant	PW	\$7,000	\$7,000
Refinish Community Center Gym / Banquet Floors	Parks	\$16,358	\$12,768
Six Benches for Valley Ridge Plaza	Parks	\$8,064	\$6,362

CM Forschler requested the Northwest Symphony Orchestra request be voted on under Unfinished Business.

**Council consensus:** Referred to the 02/14/12 RCM Consent Agenda with removal of the Northwest Symphony Orchestra request.

**AGENDA BILL PRESENTATIONS:**

**Agenda Bill #3394 – A Motion authorizing the City Manager to execute a lease option with Verizon Wireless for cell tower space on City Hall**

**Summary:** In 2009, Council authorized the City Manager to enter into a lease option with Verizon Wireless. That option provided that in exchange for \$1,000, Verizon would have the ability to exercise a lease for cell tower equipment on City Hall. The 2009 Agreement was automatically renewed in 2010 for an additional \$1,000. The 2009 Agreement expired in December 2011, and Verizon wants to enter into a new agreement with the City.

The proposed Agreement contains the same terms as the 2009 Agreement, except that Verizon will pay \$2,000 (instead of \$1,000) for the one-year option to lease space on City Hall for their equipment.

The City will receive \$2,000 upon execution of the Agreement. The Agreement is renewable one time upon payment of an additional \$2,000. Should Verizon opt to exercise the option to lease space on the City Hall roof, the lease provides that the annual rent is \$16,200 for five years. The lease would then be automatically extended for four additional five-year periods unless terminated by Verizon. With each lease extension, the rent would increase 15% for each additional five-year period.

P&R Director Ledbetter reviewed the agenda bill summary.

**Council consensus:** Referred to the 02/14/12 RCM Consent Agenda

**AGENDA BILL PRESENTATIONS (Continued):**

*This item was moved directly to the Consent Agenda from the February 14 Council Study Session (CSS).*

**Agenda Bill #3391 – A Motion affirming the current State Purchasing Interlocal Agreement (ILA), and approving a new amendment**

**Agenda Bill #3400 – A Resolution amending the City Council Administrative Procedures regarding Format for Agendas for Council Meetings and Speaking Procedures**

**Summary:** This Resolution amends Section 5 of the City Council Administrative Procedures related to the format for City Council Meeting agendas. Changes to the Council agenda are being proposed because of the Council's decision on January 10, 2012 to create CSSs in lieu of Council Committees. This Resolution also makes minor changes to Section 7 of the Administrative Procedures pertaining to Speaking Procedures at Council Meetings.

This item was discussed at the January 24 CSS. In response to comments by the Council, the following changes were made to the previous draft of the Resolution:

- Section 5(B) was revised to better outline the options for items on the CSS agenda.
- Public comments was revised to increase the time for individual comments to three minutes, and that public comments are allowed if new business is acted upon that night.
- Approval of grant requests, and CM and City Manager reimbursement requests were added to the consent agenda.
- Clarification that the City Manager or designee may give a presentation at a Council Meeting to address changes to an agenda between the CSS and the RCM.
- Clarification that appropriate staff members and members of advisory committees should be available to answer questions at CSSs and RCMs pertaining to agenda items.

City Manager Cutts reviewed the agenda bill summary.

Council discussion ensued regarding this item, specifically regarding public comment.

Upon a question posed by CM Fernald, Mr. Cutts stated that staff has developed some guidelines for presentations which he reviewed.

It was mentioned that this process can always be reviewed and changed as needed.

Council discussion ensued regarding this being reviewed at the Council Retreat. Mr. Cutts clarified that there won't be a meeting between now and the next scheduled Council Retreat. Mayor A. Anderson agreed to discuss how the process is working at a future CSS.

**Council consensus:** Referred to the 02/14/12 RCM Unfinished Business

**Agenda Bill #3404 - A Resolution encouraging City Councilmembers (CMs) to write trip reports after traveling on City business**

**Summary:** This Resolution encourages CMs to write trip reports after traveling on City business, especially when such travel includes an overnight stay. The purpose of encouraging CMs to write trip reports is to promote open government, transparency, and accountability of how City funds are spent with regard to CM travel. Trip reports will also improve the sharing of newly acquired information with other CMs, staff, and the public. Furthermore, members of the public can more easily see how taxpayer funds are spent with regard to CM travel.

There are no specific requirements, so each CM has the ability to provide the amount of information that they feel is appropriate. However, this Resolution recommends that trip reports contain location, dates, and cost of travel, the purpose of travel, highlights of travel (scanned copies of agendas), what, if anything, was learned, and a description of any benefit to be realized by the taxpayers from the travel expense.

Information provided by CMs would be posted on the City website. By proactively providing information to the public related to CM travel, public access to the information is improved. This could have the effect of decreasing requests for information under the Public Records Act as the information is readily available on the City website.

CM Fernald reviewed the agenda bill summary.

Council discussion ensued regarding the purpose of this agenda bill and the report requirements.

**Council consensus:** Referred to the 02/14/12 RCM Unfinished Business

**CONSENT AGENDA:**

- **Approval of claims vouchers** (check nos. 96937 – 97083) in the amount of \$1,150,961.39 for the period ended January 23, 2012.
- **Approval of claims vouchers** (check nos. 97084 – 97202) in the amount of \$235,349.88 for the period ended January 31, 2012.
- **Approval of payroll vouchers** (check nos. 50394 – 50418) in the amount of \$416,789.85 for the period ended January 31, 2012.
- **Approval of payroll electronic fund transfers** (check nos. 71366 – 71546) in the amount of \$368,750.00 for the period ended January 31, 2012.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$74,732.25 for the period ended January 31, 2012.
- **Summary of \$5,000 - \$35,000 Purchase Requests** for the period ended February 7, 2012.

**Approval of Council Meeting Minutes:**

- **Budget Workshop 1** held October 7, 2011.
- **Budget Workshop 2** held October 14, 2011.
- **Regular Council Meeting** held November 22, 2011.
- **Administration & Finance Committee Meeting** held January 10, 2012.
- **Regular Council Meeting** held January 10, 2012.

**Agenda Items reviewed at the January 25, 2012 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3388; Motion authorizing the City Manager to execute a Waste Reduction/Recycling Grant Program Agreement with the King County Solid Waste Division and authorizing the City Manager to execute all agreements related to said grant**

**Agenda Bill #3397; Motion authorizing the City Manager to execute an Interagency Data Sharing Agreement with the State of Washington Department of Transportation**

**Agenda Item reviewed at the February 14, 2012 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3391; Motion affirming the current State Purchasing Interlocal Agreement, and approving a new amendment**

**Agenda Item reviewed under Agenda Bill Presentations recommended for placement on this Consent Agenda:**

**Agenda Bill #3394; Motion authorizing the City Manager to execute a lease option with Verizon Wireless for cell tower space on City Hall**

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ACCEPT THE CONSENT AGENDA AS PRESENTED.\*

**PUBLIC COMMENTS (related to the Consent Agenda):** There were no public comments.

\*MOTION CARRIED UNANIMOUSLY.

**PUBLIC COMMENTS (related to the Unfinished Business):** Earl Gipson spoke against Agenda Bill #3400.

Vicki Lockwood spoke again in support of Agenda Bill #3404.

Ron Bensley spoke in support of the \$5,000 Northwest Symphony Orchestra request and Agenda Bill #3404.

**UNFINISHED BUSINESS:**

- **Summary of \$5,000 - \$35,000 Purchase Requests for the period ended February 9, 2012**

<u>Item Description</u>	<u>Department</u>	<u>Budget</u>	<u>Estimate</u>
Northwest Symphony Orchestra	CED	\$5,000	\$5,000

Council discussion ensued regarding this request with some CMs stating their opinion that if the Hotel/Motel (H/M) Tax Advisory Committee didn't support this expenditure being paid from the H/M Fund, that the Council should follow their recommendation. Some CMs stated that the Northwest Symphony Orchestra is relying on this funding due to Council approving the budget with this expenditure.

**UNFINISHED BUSINESS (Continued):**

**Summary of \$5,000 - \$35,000 Purchase Requests for the period ended February 9, 2012 (Continued):**

MOVED BY LADENBURG, SECONDED BY FERNALD TO APPROVE THE NORTHWEST SYMPHONY ORCHESTRA REQUEST FOR \$5,000.

MOTION CARRIED WITH FORSCHLER VOTING NO.

**Agenda Bill #3400; Resolution #12-003 amending the City Council Administrative Procedures regarding Format for Agendas for Council Meetings and Speaking Procedures**

MOVED BY FORSCHLER, SECONDED BY LADENBURG TO PASS AGENDA BILL #3400.\*

MOVED BY FORSCHLER, SECONDED BY FERNALD TO AMEND SECTION 4(B) BY STRIKING OUT FIVE MINUTES AND INSERTING 10 MINUTES FOR GROUP COMMENTS.

UPON A ROLL CALL VOTE, MOTION CARRIED WITH LADENBURG, FORSCHLER, T. ANDERSON, GREGERSON, BUSH, AND FERNALD VOTING YES AND A. ANDERSON VOTING NO.

MOVED BY FORSCHLER, SECONDED BY T. ANDERSON TO RESTORE PUBLIC COMMENTS UNDER UNFINISHED BUSINESS TO ALLOW TWO MINUTES FOR INDIVIDUAL COMMENTS AND FIVE MINUTES FOR GROUP COMMENTS.

UPON A ROLL CALL VOTE, MOTION FAILED WITH LADENBURG, GREGERSON, A. ANDERSON AND BUSH VOTING NO AND FORSCHLER, T. ANDERSON, AND FERNALD VOTING YES.

MOVED BY FORSCHLER, SECONDED BY T. ANDERSON TO RESTORE PUBLIC COMMENTS FOR CONSENT AGENDA TO ALLOW ONE MINUTE FOR INDIVIDUAL COMMENTS AND TWO MINUTES FOR GROUP COMMENTS.

UPON A ROLL CALL VOTE, MOTION PASSED WITH FORSCHLER, T. ANDERSON, BUSH, AND FERNALD VOTING YES AND LADENBURG, A. ANDERSON, AND GREGERSON VOTING NO.

MOVED BY FORSCHLER, SECONDED BY GREGERSON TO RESTORE "ANY PRESENTED ITEM MAY BE POSTPONED AND PLACED ON THE NEXT AGENDA UPON THE REQUEST OF ONE COUNCILMEMBER. HOWEVER, THIS SUBSECTION DOES NOT APPLY IF THE PRESENTED ITEM HAS BEEN PREVIOUSLY POSTPONED OR FORMALLY PRESENTED TO THE COUNCIL AT A PREVIOUS COUNCIL MEETING" AND PLACE IT UNDER ACTION ITEMS.

UPON A ROLL CALL VOTE, THE MOTION FAILED WITH LADENBURG, A. ANDERSON, GREGERSON, AND BUSH VOTING NO AND FORSCHLER, T. ANDERSON, AND FERNALD VOTING YES.

\*UPON A ROLL CALL VOTE, THE ORIGINAL MOTION, AS AMENDED, CARRIED UNANIMOUSLY.

**Agenda Bill #3404; Resolution #12-004 encouraging City Councilmembers (CMs) to write trip reports after traveling on City business**

MOVED BY FORSCHLER, SECONDED BY FERNALD TO PASS RESOLUTION #12-004.

UPON A ROLL CALL VOTE, MOTION FAILED WITH LADENBURG, A. ANDERSON, GREGERSON, AND BUSH VOTING NO AND FORSCHLER, T. ANDERSON AND FERNALD VOTING YES.

**NEW BUSINESS:** There was no New Business.

**CITY MANAGER'S COMMENTS:** City Manager Cutts commented on the following: (1) February 15 – 5:30 p.m., Global to Local Open House at the Family Resource Center; (2) February 15 - South 164<sup>th</sup> Street Project Open House in Council Chambers; and (3) February 20 – City facilities will be closed for the Presidents' Day Holiday.

**COUNCIL COMMENTS:** CM Forschler stated that during the discussion of Agenda Bill #3400, Council seemed favorable about seeing how the process works and then discussing it again in the future.

CM T. Anderson stated that she received the Council representative appointment list tonight and it appears she was not appointed to any committees.

CM Bush stated that there are several schools in SeaTac that have improved their performance – Aviation High School, Chinook Middle School, Global Connections, Hilltop Elementary, and Madrona Elementary. He also stated commented on a Global to Local meeting he attended this week.



**COUNCIL COMMENTS (Continued):** CM Fernald stated her disappointment that Agenda Bill #3404 failed.

**EXECUTIVE SESSION:** There was no Executive Session.

**ADJOURNED:**

MOVED BY GREGERSON, SECONDED BY LADENBURG TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 8:32 P.M.

MOTION CARRIED UNANIMOUSLY.

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Mia Gregerson, Deputy Mayor

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Kristina Gregg, City Clerk

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Legal

Agenda Bill #: **3410**

**TITLE:** An Ordinance repealing Ordinance 11-1016 and adopting a new policy related to City Council Reimbursement.

<i>March 6, 2012</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 03/27/2012</u>	
Ord/Res Exhibits: <u>Exhibit A—Council Reimbursement Policy</u>	
Review Dates: <u>Council Retreat 02/24/2012; CSS 03/13/2012</u>	
Prepared By: <u>Mark S. Johnsen, Senior Assistant City Attorney</u> <i>MJ</i>	
Director: <u><i>Mary Miriam Bartolo</i></u>	City Attorney: <u><i>Mary Miriam Bartolo</i></u> <i>MR</i>
Finance: <u><i>D. Polak</i></u>	BARS #: <u>Various</u>
City Manager: <u><i>Todd Curtis</i></u>	Applicable Fund Name: <u>General Fund</u>

**SUMMARY:** The proposed Ordinance adopts a new Council Reimbursement Policy.

**DISCUSSION / ANALYSIS / ISSUES:** The City Council discussed the current Council reimbursement policy at the February, 2012 retreat. At that time, Staff was directed to revise the current policy to revert back to a reimbursement policy with regard to non-cell phone expenses, remove the “miscellaneous expenses” category, and better define when meal expenses would be reimbursed consistent with the Attorney General’s Office Memorandum entitled, “Eating and Drinking at Public Expense.”

The proposed Ordinance repeals Ordinance 11-1016 which is the current reimbursement policy and enacts a new policy. The new policy:

- Retains the current reimbursement or allowance for cellular phones.
- Removes the \$100.00 per month allowance for internet and miscellaneous expenses.
- Provides that reimbursement for internet service is capped at \$55.00 per month, and clarifies that reimbursement for internet service is not allowed if a Councilmember has internet service for a City provided iPad or other similar tablet device.
- Provides greater clarity with regard to what meal expenses are reimbursable.
- Provides that Councilmembers shall submit requests for reimbursement within 90 days of incurring the expense (or by January 15 at fiscal year end).

**RECOMMENDATION(S):** It is recommended that the proposed Ordinance be adopted.

**FISCAL IMPACT:** The policy has no direct fiscal impact and any expenses incurred by Councilmembers under this policy will vary.

**ALTERNATIVE(S):** 1) Amend the proposed policy prior to adopting the Ordinance.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington repealing Ordinance 11-1016 and adopting a new policy related to City Council reimbursement.

**WHEREAS**, RCW 35A.13.040 provides in relevant part that Councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the Council by Ordinance may provide for a per diem allowance; and

**WHEREAS**, the City Council wants to ensure compliance with applicable State laws regarding the reimbursement of Councilmember expenses;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The Council Reimbursement Policy, which is attached as Exhibit A, is hereby adopted.

**Section 2.** This Ordinance shall not be codified.

**Section 3.** Ordinance 11-1016 is hereby repealed.

**Section 4.** This Ordinance shall be in full force and effect five days after passage and publication as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SEATAC**

\_\_\_\_\_  
Tony Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

*Mary Mirante Bartolo*  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[Council Reimbursement Policy--revised]

## City Council Expense and Reimbursement Policy

Statutory Authority. RCW 35A.13.040 provides in relevant part, “Councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the council by ordinance may provide for a per diem allowance.”

Policy Intent. The purpose of this Policy is to address the City’s reimbursement of Councilmember expenses.

Cellular Phones. Cellular phones are an important and necessary tool in the performance of Councilmember duties. Payment for Councilmember cellular phone use will only be allowed in accordance with this Policy.

It is preferred that a City-provided cellular phone be used for City business. The reason for this is because a City-issued cell phone allows for standardization of equipment, the enforcement of security policies, the consistent review of billing statements, and more efficiency for Public Records Act and State Archivist requirements. However, a personal cellular phone may be used in lieu of a City provided cellular phone at the discretion of the Councilmember.

A Councilmember may elect one of the following options as set forth below:

**Option A--City provided cellular phone service.** The Councilmember will be provided a City issued cellular phone and cellular phone service on the City’s cellular phone plan, which includes data plan access (Smartphone) if requested by the Councilmember. Cellular phones provided will be the same phones provided to other City employees. The Councilmember will also be provided one cellular phone case and one hands-free (Bluetooth) device. All equipment issued by the City will remain property of the City and the Councilmember will be responsible for protecting the equipment from loss, damage, or theft.

Councilmembers are not required to reimburse the City for *de minimis* personal calls as set forth in the City’s “USE OF CITY PROVIDED CELLULAR TELEPHONE POLICY” as doing so would require overly burdensome recordkeeping that would outweigh the costs recovered for personal calls. However, the use of City cellular phones *shall not be used for any purpose prohibited by law (for example, campaign purposes)*.

**Option B--Privately obtained cellular phone service.** The Councilmember may utilize a personal cellular phone and personal cellular phone service. In the event that a Councilmember utilizes their personal cellular phone service in lieu of City provided cellular phone service, the Councilmember will be entitled to receive a cellular phone allowance up to the cost paid by the City for phone service as provided in Option A. Appropriate payroll taxes on the allowance amount will be withheld, and the amount of the allowance will be included on the year-end W-2.

If a Councilmember selects *Option B*, they will be solely responsible for the purchase and maintenance of any cellular phone equipment and charges, including accessories (including but not limited to hands-free devices), and paying any associated charges. The City will not provide

EXHIBIT A

technical support for personal cell phones, except for limited support for data communication with the City's network for those authorized to have the ability to do so.

Internet Expenses. Members of the City Council rely on access to Internet communications and network-based electronic information resources to carry out the basic functions needed to support the City's business. This access is often needed at a Councilmember's home. Councilmembers can make significant contributions to City business and the City's mission outside normal business hours while conducting their Councilmember duties at home. These contributions are dependent on ubiquitous, reliable, and often high-speed Internet access. Therefore, Councilmembers may receive reimbursement for high speed internet access up to \$55.00 per month. However, no reimbursement for Internet access is allowed if a Councilmember receives data service for an iPad or similar tablet device.

Meal Reimbursement. This policy clarifies that individual Councilmember meal expenses that are not covered by the City's Travel Policies, Regulations, and Procedures are not authorized expenses and will not be reimbursed. However, meal expenses will be provided if in connection with a seminar or conference, or if being provided to the Council as a whole as a matter of convenience due to Council meeting times. The following is intended to be an illustration of the intent of the policy with regard to meals:

Not reimbursable:

- Councilmember(s) and Staff meet during a meal to discuss City business.
- Councilmember(s) meet with a constituent/citizen during a meal to discuss City business (expenses of Councilmember and constituent/citizen not reimbursable).
- Councilmember(s) have coffee together and discuss City business.
- Councilmember(s) attend a charity function/fundraiser in which a meal is provided.

Reimbursable:

- Councilmember(s) attend a conference/seminar/training in which a meal is part of the conference/seminar/training.
- Councilmembers attend functions related to City business (e.g. Suburban Cities Association dinners, Southwest King County Chamber of Commerce lunches, etc.).
- Meals provided when there is not adequate time for Councilmembers to leave the building to eat in between meetings (e.g. lunch during council retreat; sandwiches in between Study Session and Regular Council Meetings).

Time Period for Reimbursement. Councilmembers reimbursement requests must be submitted within 90 calendar days of incurring the expense except at fiscal year-end (December 31st), when requests must be received by January 15th.

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Municipal Court

Agenda Bill #: 3402  
~~3042~~

**TITLE:** A Motion Authorizing the City Manager to Sign an Interlocal Agreement between the City of Tukwila and the SeaTac Municipal Court for Probation Services.


March 8, 2012

Ordinance  Resolution  Motion  Info. Only  Other

**Date Council Action Requested:** 03/27/12

**Ord/Res Exhibits:** \_\_\_\_\_

**Review Dates:** CSS February 14, 2012 ~~CSS~~ 03/13/12

**Prepared By:** Paulette N. Revoir 

**Director:** \_\_\_\_\_

**City Attorney:** Mary Murante Bartolo 

**Finance:** \_\_\_\_\_

**BARS #:**

001.342.33.00.000

001.000.02.523.30.XX.XXX

**City Manager:** \_\_\_\_\_

**Applicable Fund Name:** General Fund

MR  
HSA

**SUMMARY:** This Motion authorizes the City Manager to sign an Interlocal Agreement between the City of Tukwila and SeaTac Municipal Court allowing Tukwila Municipal Court to provide all probation monitoring services for SeaTac Municipal Court cases.

**DISCUSSION / ANALYSIS / ISSUES:** For the past 10 years, SeaTac Municipal Court has contracted with Probation Officer Jay Gorham to provide probation monitoring services. Mr. Gorham works 1 day per week. Currently, SeaTac Municipal Court has approximately 102 offenders who report to probation for monitoring. A caseload of this size requires the attention of a full time probation officer. Increasing the level of probation supervision protects the community by reducing the risk that persons under probation supervision will commit future crimes. In addition, probation as an alternative to incarceration allows individuals to live with their families, hold jobs, and be productive members of society. Tukwila Municipal Court has an established Probation Department employing 1 full time Probation Officer, 1 full time support staff, and one part time Jail Alternatives Coordinator. By contracting with Tukwila Municipal Court for probation services, SeaTac defendants requiring supervision would be offered a variety of programs that otherwise could not be offered by SeaTac at this time. Such programs include the following: more frequent pre-sentence investigations, full time case management, Probation Officer testimony in court during review hearings, administration of portable breath tests to defendants ordered not to consume alcohol, proper maintenance of probation files ensuring confidentiality, in-depth interviews with defendants both in and out of custody and jail alternative programs such as electronic home monitoring, day reporting and community service. The courts have agreed to pilot this program throughout 2012.

**RECOMMENDATION(S):** It is recommended that the City Council carry this Motion.

**FISCAL IMPACT:**

**OVERVIEW**

The SeaTac Municipal Court estimates that 46.3% or \$46,800 of the 2012 revenue budget for (Adult) Probation Services (\$101,137) would be paid to the Tukwila Municipal Court if an Interlocal Agreement for Probation Services is approved. Under RCW 10.64.120 and ARLJ 11.3, *all revenues raised from probationers paying the assessment for probation services shall be used to fund programs for probation*

services (Note: The City of SeaTac is currently in compliance with these laws). Probation fees are a discretionary assessment imposed by the Judge on the defendant in varying amounts for either pre-sentence or post-sentence monitoring.

Probation Services revenue is part of SeaTac’s General Fund Budget; however, State Statute (RCW 10.64.120) is clear as to how Probation Services revenue shall be used. It is the Court’s request, that in accordance with State law, these revenues be used to provide additional and enhanced Probation Services for SeaTac Municipal Court defendants.

**REVENUES**

Historical Probation Services revenue figures for the period of 2008 - 2011 are shown in the table below. The four year average of these revenues is \$94,101. The 2012 adopted budget includes a revenue estimate of \$101,137.

Budget Year	Annual Probation Revenue
2008	\$102,220
2009	\$88,015
2010	\$92,801
2011	\$93,367
2012 Estimate	\$101,137

The SeaTac Municipal Court is confident that annual Probation Services revenue will cover the enhanced Probation Services Program expenditures. In addition, the enhanced Program will benefit not only the defendants but the SeaTac Community as a whole.

**FEES**

Probation fees for the SeaTac Municipal Court are imposed for 3 different levels of probation: Active Supervision, Monitored Supervision, and Record Check. The table below compares annual probation fees assessed to the defendant by the SeaTac Municipal Court Judge to Tukwila Municipal Courts’ proposed fees for services that will be invoiced to SeaTac. It is estimated that the annual probation service cost (invoices) to SeaTac Municipal Court will be \$30,000.

Probation Level	Fees Imposed by SeaTac	Tukwila invoices SeaTac
Active Supervision	\$600.00 per case, per year	\$300.00 per case, per year
Monitored Supervision	\$150.00 per case, per year	\$200.00 per case, per year
Record Check	\$50.00 per case, per year	\$100.00 per case, per year

In addition to the fees listed above, SeaTac Municipal Court would pay \$200.00 per month to the Tukwila Municipal Court as an Administration Fee. This fee will allow SeaTac access to Tukwila’s Case Management Software Program “Caseload Pro”. A one-time payment of \$15,000 (10 monthly payments of \$1,500) will also be made to assume SeaTac’s current caseload.

Tukwila Municipal Court would be assuming a current probation caseload of 644 cases; 102 Active Supervision cases, 139 Monitored Supervision cases, and 403 Record Check cases. Probation fees previously assessed for SeaTac Municipal Courts’ current caseload are approximately \$82,050. Therefore,



SeaTac Municipal Court submits that Tukwila’s proposal to assess a one-time fee of \$15,000 is fair and reasonable.

**OTHER RELATED EXPENDITURES**

Currently, the Municipal Court has .65 FTE’s (Full-time Equivalents) performing Probation Services related work as follows:

Judge Cordi-Bejarano	.10 FTE’s	\$10,919
Administrator Paulette Revoir	.05 FTE’s	\$6,258
One Judicial Process Specialist	.50 FTE’s	\$39,929
<b>Total</b>	<b>.65 FTE’s</b>	<b>\$57,106</b>

If the contract with Tukwila Municipal Court is approved, the Judicial Process Specialists’ Probation Services work will be reduced to .35 FTE’s and other Municipal Court duties equivalent to .15 FTE’s will need to be assigned to the Judicial Process Specialist. Although total salary and benefit expenditures currently allocated to Probation Services (\$57,106) will decline by \$11,979 to \$45,127, General Fund revenues outside of Probation Services will be needed to cover this shift in duties.

In addition to staffing, \$707 of the Court’s budget for form printing, supplies, etc. is currently funded with Probation Services revenue.

**FISCAL SUMMARY**

The complete 2012 fiscal impact of the proposed Probation Services Interlocal Agreement with Tukwila Municipal Court is shown below:

**2012 Estimated Revenues:**

Adult Probation Services **\$101,137**

Note: Average annual revenues for last four years were \$94,101.

**2012 Proposed Expenditures:**

Remaining 3 month contract with Current Probation Officer (\$2,400 month)	\$7,200
One-time fee to Tukwila MC to assume existing caseload	\$15,000
Monthly \$200 Administrative Fee to Tukwila MC (9 months)	\$1,800
Annual Estimated Probation Services Fee to Tukwila MC	\$30,000
SeaTac Municipal Court Staff Allocation (.50 FTE’s)	\$45,127
Supplies/forms, etc related to Probation Services	\$707
<b>Total 2012 Proposed Expenditures</b>	<b>\$99,834</b>

Notes: (1) Expenditures after 2012 will be approximately \$21,600 lower; (2) The 2012 adopted “Probation Services” line item budget (41.017) is currently \$28,800 so a budget amendment in the amount of \$25,200 will be required at a later date; (3) Actual year-to-date “Probation Services” expenditures total \$13,678 and includes salaries, benefits, supplies and professional services.

**2012 Estimated Revenue Surplus:** **\$1,303**

Notes: (1) Reminder that per RCW 10.64.120 and ARLJ 11.3, all revenues raised from probationers paying the assessment for probation services shall be used to fund programs for probation services;

*(2) Duties for a Judicial Process Specialist (.15 FTE's) will no longer be covered with Probation Services revenue. Although a full-time FTE is included in the 2012 Budget for this position, other General Fund revenues will have to be used to pay for the change in duties.*

**ALTERNATIVE(S):** Maintain current level of probation services at 1 day per week at a cost of \$28,800 per year.

**ATTACHMENTS:** Proposed Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF TUKWILA AND THE CITY OF SEATAC FOR  
PROBATION SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between the City of Tukwila (“Tukwila”) and the City of SeaTac (“SeaTac”), for SeaTac’s utilization of Tukwila’s Probation Services (“Service”).

WHEREAS, Tukwila currently provides Probation Services (the “Service”) for its Municipal Court;

WHEREAS, SeaTac desires to avail itself of the Service;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between Tukwila and SeaTac as follows:

1. Statement of Purpose. The purpose of this agreement is to define the parameters of SeaTac’s utilization of Tukwila’s Probation Services, which is administered by Tukwila Municipal Court.
2. Scope of Services. SeaTac hereby engages Tukwila to perform the services described in Exhibit A, Scope of Services, attached hereto and incorporated herein. During the term of this Agreement SeaTac or Tukwila may request changes in the Scope of Services. Any such change requires the mutual agreement of the parties and shall be effective upon execution of a written amendment.
3. Compensation. SeaTac agrees to pay the costs and fees set forth in Exhibit B, Cost and Fee Schedule, attached hereto and incorporated herein. Tukwila shall submit a monthly invoice to SeaTac Municipal Court for all probation services and administrative costs due. Payment shall be due within 30 days of the date of the invoice. SeaTac shall pay a one-time \$15,000.00 Existing Caseload Fee for assuming SeaTac’s current probation caseload. This fee will be invoiced over nine months at \$1,666.67 per month.
4. Duration. This Agreement shall take effect on April 1, 2012 and shall remain in effect through December 31, 2012.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party. In the event that this Agreement terminates prior to December 31, 2012, SeaTac Municipal Court will invoice Tukwila Municipal Court within 30 days of termination of the Agreement for reimbursement for services paid by SeaTac Municipal Court

but not yet rendered by Tukwila Municipal Court. Such invoice should include a detailed list of case numbers and defendants names.

6. Amendments. This agreement may be changed only by written amendment between SeaTac and Tukwila. Both parties will cooperate in preparing any documentation necessary to seek approval or to amend this agreement.
7. Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

No income, social security, state disability or other federal or state payroll tax shall be deducted from payments made to Tukwila under this Agreement. Tukwila's services shall be exempt from State sales, use or similar taxes.

Tukwila may provide services to others during the same period Tukwila provides service to SeaTac under this Agreement.

8. Indemnification.
  - A. SeaTac shall indemnify and hold harmless Tukwila and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of SeaTac, its officers, agents and employees, or any of them relating to or arising out of the performance of this Agreement; and if final judgment be rendered against Tukwila and its officers, agents and employees or any of them, or jointly against the Tukwila and SeaTac and their representative officers, agents and employees, or any of them, SeaTac shall satisfy the same to the extent that such judgment was due to SeaTac's negligent act or omissions.
  - B. Tukwila shall indemnify and hold harmless SeaTac and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Tukwila, its officers, agents and employees, or any of them relating to or arising out of the performance of this Agreement; and if final judgment be rendered against SeaTac and its officers, agents and employees or any of them, or jointly against SeaTac and Tukwila and their representative officers, agents and employees, or any of them, Tukwila shall satisfy the same to the extent that such judgment was due to the Tukwila's negligent act or omissions.

9. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.
10. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.
11. Correspondence and Notices. All correspondence and notices related to this agreement shall be delivered or mailed to the following addresses:

Tukwila: Tukwila Municipal Court  
6200 Southcenter Blvd.  
Tukwila, WA 98188

SeaTac: SeaTac Municipal Court  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

IN WITNESS WHEREOF SeaTac and Tukwila have executed this Agreement this \_\_\_\_\_ day of March 2012.

City of Tukwila

City of SeaTac

\_\_\_\_\_  
Jim Haggerton, Mayor  
Date:

\_\_\_\_\_  
Todd Cutts, City Manager  
Date:

Tukwila Municipal Court

SeaTac Municipal Court

\_\_\_\_\_  
Kimberly Walden, Presiding Judge  
Date:

\_\_\_\_\_  
Elizabeth Bejarano, Presiding Judge  
Date:

Approved as to Form:

Approved as to Form:

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICES Tukwila Probation Services**

#### **Tukwila agrees to provide the following services:**

To the degree permitted by law and ordered by SeaTac Municipal Court:

1. Provide supervised probation, monitored probation, deferred prosecution monitoring, or record checks as ordered by the SeaTac Municipal Court (“Court”).
2. Provide Jail Alternative services as ordered by the Court, including day reporting, community work, and electronic home detention.
3. Attend review calendars at the Court on the first (1<sup>st</sup>) Thursday of each month.
4. Assist the Court Administrator in developing a policy and procedure manual for SeaTac Probation.

#### **SeaTac agrees to provide the following services under this Agreement:**

1. Provide Tukwila access to CaseloadPro case management system for two users.
2. Provide Tukwila with two key cards for access to Court offices.
3. Provide an appropriate meeting space in SeaTac City Hall for Tukwila Probation Services to use as an alternate location.
4. Provide Tukwila with JIS user names and passwords for all Tukwila Probation Services staff.
5. Refer all appropriate cases to Tukwila for the provision of those services indicated by this Agreement.
6. Provide payment to Tukwila for services rendered pursuant to Exhibit B, Costs.

**EXHIBIT B**

**COST AND FEE SCHEDULE**

**PAYMENTS TO TUKWILA**

SeaTac shall be charged the following amounts for Tukwila Probation Services:

**Probation Services:**

Supervised Probation	\$300.00 per case, per year
Monitored Probation	\$200.00 per case, per year
Record Check Only	\$100.00 per case, per year
Deferred Prosecution	\$1200.00 per case

**Jail Alternative Fees:**

Intake Fee	\$25.00 per case
Day Reporting	\$10.00 per case, per day
Community Work	\$10.00 per case, per day
Electronic Home Detention	\$10.00 per case, per day plus \$10.00 one-time processing fee per case

**Administrative Costs**

Monthly Probation Administrative Fee	\$200.00 per month
Existing Caseload Fee	\$15,000.00 (one-time fee)