



City of SeaTac

Council Study Session Agenda

October 9, 2012
4:00 PM

City Hall
Council Chambers

CALL TO ORDER:

1. **Agenda Bill #3463 – An Ordinance amending the 2012 Annual City Budget by increasing expenditures in the Des Moines Creek Basin Interlocal Agreement Fund (Fund 111) (10 minutes)**
By: Public Works Director Tom Gut
2. **Agenda Bill #3462 – A Resolution supporting creation of a secure, convenient medicine return program in King County to reduce the public safety and environmental impacts of unwanted medicines (10 minutes)**
By: Police Chief Jim Graddon / Public Works Director Tom Gut
3. **Agenda Bill #3461 – A Motion authorizing the City Manager to sign an Interlocal Agreement with the Kent Regional Fire Authority for joint operation and administration of specific fire services (10 minutes)**
By: City Manager Todd Cutts / Fire Chief Jim Schneider
4. **Agenda Bill #3464 – A Motion authorizing the City Manager to sign the 2nd floor City Hall lease space renewals for FAA and Guardsmark, Inc. (10 minutes)**
By: Facilities Manager Pat Patterson
5. **Agenda Bill #3449 – A Motion promoting the development of a Joint Use Agreement between Highline School District No. 401 and the cities of Burien, Des Moines, Normandy Park, and SeaTac, and between the said cities one with the other (15 minutes)**
By: Parks & Recreation Director Kit Ledbetter
6. **PRESENTATIONS:**
 - **Introduction to Human Resources (20 minutes)**
By: Human Resources Director Anh Hoang
 - **Public Safety Statistics (10 minutes)**
By: Fire Chief Jim Schneider
 - **Angle Lake Park Phase II Project Update (15 minutes)**
By: Parks & Recreation Director Kit Ledbetter / Landscape Architects MacLeod Reckord Owner Ed MacLeod / Principal Jennifer Kiusalaas

ADJOURN:

THE COUNCIL CHAMBERS IS ACCESSIBLE TO PERSONS WITH DISABILITIES AND IS EQUIPPED WITH ASSISTIVE LISTENING DEVICES. PERSONS REQUIRING SPECIAL ACCOMMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE BEFORE 5:00 PM THE FRIDAY PRECEDING THE COUNCIL MEETING.



City of SeaTac

Regular Council Meeting Agenda

October 9, 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. CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 100068 – 100215) in the amount of \$805,447.28 for the period ended October 5, 2012.
- **Approval of payroll vouchers** (check nos. 50959 – 50993) in the amount of \$ 518,644.36 for the period ended September 30, 2012.
- **Approval of payroll electronic fund transfers** (check nos. 74249 – 74431) in the amount of \$351,809.50 for the period ended September 30, 2012.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$70,298.20 for the period ended September 30, 2012.
- **Summary of Donations \$500 or Greater** for the period ended October 5, 2012.

Approval of Council Meeting Minutes:

- **Council Study Session** held September 25, 2012
- **Regular Council Meeting** held September 25, 2012

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

8. ACTION ITEM:

Agenda Bill #3452; A Motion authorizing the City Manager to enter into an agreement between the Highline School District and the City of SeaTac for a School Resource Officer at Tyee High School and Chinook Middle School (10 minutes)

By: Police Chief Jim Graddon

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COUNCIL COMMENTS:

ADJOURN:

Following this meeting, Council and staff will be going into a meeting exempt from the Open Public Meetings Act (OPMA) per Revised Code of Washington (RCW) 42.30.140(4)(a).

THE COUNCIL CHAMBERS IS ACCESSIBLE TO PERSONS WITH DISABILITIES AND IS EQUIPPED WITH ASSISTIVE LISTENING DEVICES. PERSONS REQUIRING SPECIAL ACCOMMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE BEFORE 5:00 PM THE FRIDAY PRECEDING THE COUNCIL MEETING.

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3463

TITLE: An Ordinance increasing the agreement amount with King County for Des Moines Creek restoration projects and amending the 2012 Annual City Budget by increasing expenditures in the Des Moines Creek Basin ILA Fund.

October 2, 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 10/23/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 10/9/12</u>	
Prepared By: <u>Tom Gut, Public Works Director</u>	
Director: <u><i>Thomas W. Gut</i></u>	City Attorney: <u><i>Mary Miriam Barolo</i></u>
Finance: <u><i>Ann Ant</i></u>	BARS #: <u>various</u>
City Manager: <u><i>Tabatha</i></u>	Applicable Fund Name: <u>Des Moines Creek Basin ILA</u>

mrc
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SUMMARY: This Ordinance increases the Technical Services Agreement (TSA) amount with King County for Des Moines Creek restoration projects and amends the 2012 Annual City Budget by increasing expenditures in the Des Moines Creek Basin ILA (Fund 111).

DISCUSSION / ANALYSIS / ISSUES: The City functions as the treasurer for the Des Moines Creek Basin Committee. The treasurer administers all contracts on behalf of the Committee.

During the course of the TSA work, certain additional work item costs have been reviewed and approved by the Basin Committee as necessary to ensure sufficient restoration. The additional work includes habitat plant management, control structure modifications, stream bank stabilization and a study of salmon mortality.

Since the City is the administrator of the contracts, the increased contract amount and budget amendment are necessary. The increased expenditure is spent from the Des Moines Creek Basin ILA Fund, which is a made up of contributions from all participating jurisdictions. The Des Moines Creek Basin ILA Fund revenue source is from the Port of Seattle and the cities of SeaTac and Des Moines. The contribution proportions are 41%, 41% and 18%, respectively.

The additional work is estimated to be \$113,000 and is broken down as follows:

<u>Regional Detention Facility M&O, Monitoring</u>	BARS#: 111.000.11.531.90.48.057
Task 8.A Modification to Pond Structures	\$80,000

After the completion of the Basin Improvement Projects, the Basin Committee had the hydraulic design model compared to actual performance. Additional work is needed to implement the necessary modifications.

<u>Stream Bank Stabilization</u>	BARS#: 111.000.11.531.90.48.057
Task 9	\$8,000

Less material than anticipated could be salvaged in order to stabilize the creek bank in two locations.

Pre-spawn Mortality Study
New Task 10

BARS#: 111.000.11.531.90.41.103
\$25,000

In order to correlate the improvements implemented by the Basin Committee to improvements in salmon survivability, the Committee approved a study of the pre-spawn mortality of salmon returning to Des Moines Creek.

Subtotal Additional Work \$113,000

The Basin Committee reviewed and approved the above items. City Council approval is required to increase the authorized cost to a total not to exceed \$956,000. In addition, work that was anticipated to be completed in 2013 will actually be completed in 2012. Therefore, there is insufficient budget appropriation to cover these costs for 2012. Thus, the proposed Ordinance increases expenditures in the Des Moines Creek Basin ILA fund by \$169,850.

RECOMMENDATION(S): It is recommended that the Council adopt the Ordinance.

FISCAL IMPACT: The proposed Ordinance increases the Fund 111 budget for expenditures from \$567,300 to \$737,150. The 2012 beginning Fund 111 balance is \$1,728,480.

ALTERNATIVE(S): Do not adopt the proposed Ordinance.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, increasing the agreement amount with King County for Des Moines Creek restoration projects and amending the 2012 Annual City Budget.

WHEREAS, the City of SeaTac functions as the treasurer for the Des Moines Creek Basin Committee; and

WHEREAS, the Basin Committee has approved an increase to the Technical Services Agreement; and,

WHEREAS, amendment to the City's 2012 Annual City Budget is necessary to provide additional appropriation authority to fund certain expenditures identified in Agenda Bill #3463;

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

Section 1. The City Manager is authorized to amend the Technical Services Agreement with King County to increase the agreement amount by \$113,000.

Section 2. The 2012 Annual City Budget shall be amended to increase the expenditures in Fund 111, the Des Moines Creek Basin ILA Fund, by \$169,850.

Section 3. This Ordinance 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 Mirante Bartolo

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[2012 Budget Amendment Fund 111]

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: Police and Public Works

Agenda Bill #: **3462**

TITLE: A Resolution supporting creation of a secure, convenient medicine return program in King County to reduce the public safety and environmental impacts of unwanted medicines.

September 27, 2012	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	<u>RCM 10/23/12</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 10/9/12</u>
Prepared By:	<u>Jim Graddon, Police Chief and Tom Gut, Public Works Director</u>
Director:	<u><i>Thomas W. King</i></u>
City Attorney:	<u><i>Mary Miriam Barolo</i></u>
Finance:	<u><i>[Signature]</i></u> BARS #: <u>N/A</u>
City Manager:	<u><i>Todd Pettit</i></u> Applicable Fund Name: <u>N/A</u>

*MR
7/7*

SUMMARY: In response to growing concerns of prescription drug abuse, accidental medicine poisonings, and medicines found in the environment, the King County Board of Health is exploring safe options for disposal of unused household medicines. This Resolution expressly states support for the King County Board of Health to establish a convenient, safe, secure, and environmentally sound medicine return program through a pharmaceutical manufacturer financing mechanism that covers the cost of collection, transportation, and disposal, and does not rely on local government funding.

DISCUSSION / ANALYSIS / ISSUES: About one-third of medicines sold to households in Washington go unused every year which amounts to about 33 million containers per year. Misuse and preventable poisonings from household medicines are the fastest growing cause of addiction and overdose.

- Medicines are consistently the top reason why people contact the Washington Poison Center.
- 70% of those who abused prescription pain relievers got them from friends or relatives, while approximately 5 percent got them from a drug dealer or over the Internet.
- Fatal poisonings increased 395% from 1990 to 2006 in Washington State; 85% of these deaths involved medicines.
- More people die from prescription medicines than from all illegal drugs combined.
- 32% of child poisoning deaths in Washington were caused by someone else's prescription medication and 26% were caused by over-the-counter medications.
- In King County, the Household Hazardous Waste Phone Line has experienced a 300% increase in resident inquiries since 2009 about where to return left-over or expired medicines

Unused medicines not properly disposed can get into the environment when thrown in the garbage or toilet.

- Disposal of pharmaceuticals in the trash does not guarantee that active drugs will not end up in the environment. According to King County Solid Waste, the Cedar Hills Regional Landfill generates 100 million gallons a year of landfill leachate which is pumped to a sewage treatment facility. However, those facilities are not designed to remove complex chemicals prior to discharging effluent into Puget Sound.
- 20-33% of people flush medications.
- The U.S. Geological Society (USGS) detected a number of pharmaceutical compounds in the sediment of the lower Columbia Basin.

- Pharmaceuticals are also being detected in tissue of fish collected from streams.

Legislation to establish a sustainably financed statewide medicine take-back system has been introduced and considered by the Washington State Legislature for the past four sessions. In the 2011/2012 legislature, SB 5234/HB 1370 would have required drug producers selling medicines in Washington State to provide, finance, and promote a safe, convenient program for return and disposal of leftover and expired medicines. SeaTac supported this legislation in its legislative agenda adopted December 2011. While the secure medicine take-back legislation advanced through House and Senate committees, and garnered substantial support, the legislation did not pass due to the opposition of the pharmaceutical industry.

A limited number of voluntary take-back programs in King County are collecting large amounts of medicines and have demonstrated secure protocols. However, there are not enough available locations to adequately serve all County residents. Currently, medicine take-back programs are operating at nine police stations and at twenty four pharmacies, but none are located in SeaTac. Due to the tremendous need for drug take-back, the Drug Enforcement Administration has been offering limited assistance to local law enforcement to provide semi-annual National Pharmaceutical Take-Back one-day events. SeaTac has participated in these events and netted thirty three pounds at the April event. This federal involvement is short-term until the Drug Enforcement Administration issues new regulations for collection of controlled substances without the involvement of law enforcement. Convenient and permanent drop-off locations and disposal options are needed to help solve the problem, but developing a sustainable financing model is one of the barriers.

Early this year, the King County Board of Health began exploring ways to protect public health by reducing the amount of unused medicines in people's homes and ensuring convenient and safe options for disposal of unused medicines.

RECOMMENDATION(S): It is recommended that the Council pass the proposed Resolution.

FISCAL IMPACT: There is no direct fiscal impact to the City if this Resolution is passed. The Resolution supports a medicine return program funded by a pharmaceutical manufacturer financing mechanism and that would not rely on local government funding.

ALTERNATIVE(S): Do not actively support creation of a medicine take back program by Seattle & King County Public Health.

ATTACHMENTS: None.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington supporting creation of a secure, convenient medicine return program in King County to reduce the public safety and environmental impacts of unwanted medicines.

WHEREAS, drug overdose deaths, abuse of prescription pain killers, and abuse of medicines by young people is a growing problem, and more people die of prescription medicines than all illegal drugs combined; and

WHEREAS, medicines used in the home are the leading cause of poisonings reported to the Washington Poison Center, and preventable poisonings from medicines have been rising rapidly, especially among children and seniors; and

WHEREAS, unwanted medicines left in the home contribute to opportunities for drug abuse, drug theft, and accidental poisonings; and

WHEREAS, most medicines, when discarded, are categorized as dangerous waste under the Washington State Dangerous Waste regulations (Chapter 173-303 WAC); or hazardous waste under the federal Resource Conservation and Recovery Act (RCRA) (42 USC 6901), or both; and

WHEREAS, medicines disposed of by flushing into sewers are not completely treated or removed by sewage treatment facilities, or onsite sewage systems, allowing pharmaceuticals to be released into the environment; and

WHEREAS, medicines disposed of in the garbage are not secure from theft , or may eventually end up in landfill leachate which may be sent to sewage treatment facilities, eventually allowing pharmaceuticals to be released into the environment; and

WHEREAS, the White House Office of National Drug Control Policy recommends encouraging and providing for proper disposal of medicines as a key element for the prevention of prescription drug abuse in its 2012 National Drug Control Strategy; and

WHEREAS, the Drug Enforcement Administration, the White House Office of National Drug Control Policy, the Food & Drug Administration, and the Environmental Protection Agency recommend medicine return programs as a more secure and environmentally safe disposal method than throwing pharmaceuticals in trash; and

WHEREAS, nine city police stations, twelve Bartell Drug retail pharmacies, and twelve Group Health clinical pharmacies in King County currently offer medicine take-back and use approved security protocols to prevent theft, but none exist in the City of SeaTac and the county lacks a comprehensive and convenient medicine take-back system; and

WHEREAS, communities are struggling to implement and finance programs to address the public safety impacts of leftover medicines in residents' homes and the environmental impacts of improper disposal of unwanted medicines; and

WHEREAS, pharmaceutical manufacturers currently operate and fund successful medicine return systems in Canada and several countries in Europe.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

The SeaTac City Council encourages the King County Board of Health to establish a convenient, safe, secure, and environmentally sound medicine return program for unwanted medicines from households through a pharmaceutical manufacturer financing mechanism that covers the cost of collection, transportation, and disposal, and does not rely on local government funding.

PASSED 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

Mary E. Mirante Bartolo, City Attorney

[Medicine Return Program]

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: Fire

Agenda Bill #: 3461

TITLE: A Motion authorizing the City Manager to sign an Interlocal Agreement with the Kent Regional Fire Authority for joint operation and administration of specific fire services.

October 2, 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 10/23/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 10/09/11</u>	
Prepared By: <u>Jim Schneider, Fire Chief</u>	
Director: <u><i>Jim Schneider</i></u>	City Attorney: <u><i>Mary Michael Bartolo</i></u>
Finance: <u><i>Ann Auth</i></u>	BARS #: _____
City Manager: <u><i>Todd Pelt</i></u>	Applicable Fund Name: _____

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SUMMARY: This motion authorizes the City Manager to sign an Interlocal Agreement (ILA) with the Kent Fire Department RFA, in substantially similar form as attached hereto, for Joint Operation and Administration of specific fire services.

DISCUSSION / ANALYSIS / ISSUES: The City of SeaTac currently has a signed ILA with the Kent Fire Department Regional Fire Authority (RFA) for joint operations and administration of specific fire services in 2012. We are requesting to renew the ILA for 2013, the ILA originated in 2011. This will be the third year of the ILA Agreement. Renewing the ILA for 2013 will allow the City of SeaTac and Kent Fire Department RFA to continue the discussion and considerations of consolidation options. Consolidation options are being considered for economy of scale and efficiencies gained by both jurisdictions if a consolidation was to occur in 2014. The SeaTac City Council has been updated at monthly Council Study Sessions presentations by Chief Schneider on the current ILA, The previous two years of signed ILA has proven to be a very productive and positive partnership for both organizations.

The Interlocal Agreement for 2013 identified the following services performed by the RFA for the City:

Administrative Services: The City of SeaTac will continue to contract for Fire Chief Administrative Services with the Kent RFA, at a cost of \$53,510 for 2013, a cost much less than having a full-time Fire Chief for the SeaTac Fire Department.

Emergency Management Services: The Fire Chief will continue to serve as the City of SeaTac Emergency Manager and continue the current Emergency Management Training Programs that have been implemented since 2011. Cost of service for 2013 will be \$10,702.

Fire Prevention, Public Information Officer, and Public Education Program: The City of SeaTac will continue to receive the services of a Fire Marshal, who will administer a Building Code Enforcement Program; A Public Education Program; and a Public Information Officer: The cost for services in 2013 will be \$106,996; a cost much less than having a Fire Marshal, Public Education Officer and Public Information Officer for the SeaTac Fire Department.

Fire Investigation Services: The City of SeaTac will continue to receive Fire Investigation Services from the South King County Fire Investigation Task Force, coordinated through the SeaTac Police Department.

The services also include the Juvenile Fire Setter Program. Cost of services for 2013 will be \$21,307.

Administrative Fee: The City of SeaTac shall pay an administrative fee to off-set RFA administrative costs, fuel and vehicle maintenance costs of 1% of the total fees charged for the ILA. The administrative fee for 2013 will be \$1,925.15.

Training Consolidation Services: A SeaTac Fire Department Captain will continue to work in the Consolidated Training Consortium with the Kent RFA. In addition, the current Firefighter from SeaTac will continue to work in the Planning Section that supports both departments. Both departments realize the Benefits of Economy of Scale and reduction in duplication of services with this partnership.

If the ILA is renewed for 2013, it will become effective on January 1, 2013. Entering into the ILA with the Kent Fire Department RFA does not obligate the City of SeaTac to consolidate further services with the RFA at a later date.

RECOMMENDATION(S): It is the recommendation that the motion be carried.

FISCAL IMPACT: The maximum total cost of the 2013 ILA is \$194,440.15, which is included in the 2013 budget:

	Proposed Budgeted ILA Costs	Estimated Expenditures If the City of SeaTac Provided the Services
Fire Chief	\$ 53,510.00	\$150,209.00
Fire Prevention	106,996.00	115,000.00
Fire Investigation	21,307.00	40,332.00
Emergency Management	10,702.00	40,000.00
PIO/Public Educator		150,000.00
Administrative Fee	<u>1,925.15</u>	
 Total	 \$194,440.15	 \$495,541.00

The cost savings between the 2013 proposed ILA costs with the Kent RFA verses providing for these services through the City of SeaTac would be \$301,101. The training services received through the ILA will be paid for through the contribution of existing staff to the training consortium. The 2012 ILA cost for services was \$187,467 dollars, there is a 2.7% CPI increase in the cost of services for the 2013 ILA, and an administrative fee of \$1,925.15.

ALTERNATIVE(S):

1. Amend provisions of the proposed 2013 ILA before adoption.
2. Do not adopt the motion.

ATTACHMENTS:

1. Proposed 2013 ILA. Proposed 2013 ILA attachment has been reviewed and approved by the City Attorney.

INTERLOCAL AGREEMENT

This Agreement is entered into between KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the RFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The RFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate certain services to allow for the joint operation and administration of these services within the jurisdiction of the City and RFA.
4. This Agreement is not intended to supersede or conflict with the collective bargaining agreements of either party.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Effective Date and Termination of Agreement.** This agreement shall be effective on January 1, ~~2012-2013~~ and shall terminate on December 31, ~~2012~~2014. ~~The Agreement may be renewed for additional time periods provided that both parties must give notice of an intent to renew to the other party prior to October 1, 2012.~~ Either party may unilaterally terminate this Agreement with 60 days advance written notice to the other party.
2. **DEFINITIONS.**
 - 2.1. The following terms, when used in this agreement, shall be defined as follows:
 - (a) "RFA" shall mean Kent Fire Department Regional Fire Authority.
 - (b) "City" shall mean City of SeaTac.
 - (c) "City Fire Department" shall mean the City of SeaTac Fire Department.
 - (d) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
 - (e) "Communications Chain of Command" shall mean the Chain of Command set forth in the attached **Exhibit A**.

- (f) "Supervisory Chain of Command" shall mean the Chain of Command set forth in the attached **Exhibit B**.
- (g) "Consolidated Operations" shall mean the operations performed under the direction of the Chief and shall include the following:
 - (i) Fire Protection and Emergency Services provided in the City with City employees under the Chain of Command.
 - (ii) Emergency Management Services in the City
 - (iii) Fire Code Inspections in the City.
 - (iv) Public Education Services in the City
 - (v) Fire Investigation Services in the City.
 - (vi) Training for personnel of both the RFA and City.
- (h) FTE shall mean full time employee.
- (i) Calendar Days. The word "days" as used in this Agreement shall mean calendar days unless the context otherwise specifically provides that business days are intended.

3. SERVICES PERFORMED BY THE RFA FOR THE CITY

3.1.Chief Administrative Services. Subject to the terms of this Agreement, the Fire Chief shall have management authority over the Consolidated Operations, including but not limited to the following:

- (a) The Fire Chief shall supervise, administer and manage the day to day operations of the City Fire Department in accordance with the Chain of Command. Specifically the Fire Chief shall manage and direct:
 - (i) Staffing levels, personnel assignments and City Fire Department resource allocations.
 - (ii) Implementation of the City Fire Department Budget
 - (iii) Implementation of City Fire Department policies and procedures.
 - (iv) Personnel management including discipline of City Fire Department Personnel. The Fire Chief shall manage all disciplinary actions consistent with existing City personnel policies and procedures and consistent with the collective bargaining agreements between the City and IAFF Local 2919 and AFSCME Local 3830. All disciplinary actions shall follow the Supervisory Chain of Command.

- (v) Oversee and manage all Consolidated Operations in the manner and subject to the limitations specified herein.
- (b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the RFA as the City's Fire Chief, and the RFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.
- (c) **Fire Chief Reporting Status.** The Fire Chief shall report to the City Manager and shall attend meetings when requested by the City Manager.
- (d) **Payment for Chief Administrative Services/Emergency Management Services.** In consideration of the Chief Administrative Services and Emergency Management Services, the City shall provide the following to the RFA:
 - (i) The City shall pay the RFA ~~\$52,100.00~~53,510.00 per year payable in equal quarterly installments of ~~\$13,025.00~~13,377.50 for 581 hours of Chief Administrative Services (based on an hourly rate of ~~\$89.6792.10~~).
 - (ii) The City shall provide one (existing) Administrative Coordinator-Fire FTE to support the Fire Chief in performance of the Consolidated Operations.
 - (iii) The City shall provide City Administrative staff personnel necessary to support the Emergency Management Services provided under this Agreement.
 - (iv) In the event City administrative staff are unavailable or unable to provide services, the City shall pay for RFA administrative staff time to support the Fire Chief in performance of non bargaining unit work to support the Consolidated Operations. Payment for the staff time shall be at the rate of ~~\$89.6792.10~~ per hour.

3.2. **Emergency Management Services.** The RFA agrees to perform Emergency Management Services for the City as follows:

- (a) **See EXHIBIT C.**
- (b) **Payment For Emergency Management Services.** In consideration of the Emergency Management Services, the City shall provide the following to the RFA:
 - (i) The City shall pay the RFA ~~\$10,420.00~~10,702.00 per year payable in equal quarterly installments of ~~\$2,605.00~~2,675.50 for 116 hours of Emergency Management Services (based on an hourly rate of ~~\$89.8392.26~~).

- (ii) The City shall provide City Administrative staff personnel necessary to support the Emergency Management Services provided under this Agreement.

3.3. Fire Prevention Services (Code Enforcement and Public Education Services). The RFA agrees to perform Fire Prevention Services for the City as follows:

(a) **See EXHIBIT D.**

(b) **Payment For Fire Prevention Services.** In consideration of the Fire Prevention Services, the City shall provide the following to the RFA:

- (i) The City shall pay the RFA for Fire Prevention Services at the rate of ~~\$89.60~~92.00 per hour not to exceed amount of ~~\$104,200.00~~106,996.00 payable in equal quarterly installments of ~~\$26,050.00~~26,749.00 for 1,163 hours of Fire Prevention Services.
- (ii) The City shall assign one (existing) Fire Inspector/Plans Examiner FTE to provide plan review and code inspection services ~~in-for~~ for the City. In the event the City employee provides services ~~within the jurisdiction of~~ for the RFA, the City shall receive a credit for such hours based on a rate of ~~\$89.60~~92.00 per hour.
- (iii) The City shall assign one (existing) Administrative Assistant III FTE to provide fire prevention administrative support services in the City. In the event the City employee provides services within the jurisdiction of the RFA, the City shall receive a credit for such hours based on a rate of ~~\$89.60~~92.00 per hour.
- (iv) The City shall provide City Administrative staff personnel necessary to support the Public Education Services provided under this Agreement

3.4. Fire Investigation Services. The RFA agrees to perform Fire Investigation Services for the City as follows:

(a) **See EXHIBIT E.**

(b) **Payment For Fire Investigation Services.** In consideration of the Fire Investigation Services, the City shall provide the following to the RFA:

- (i) The City shall pay ~~\$20,747.00~~21,307.00 per year payable in equal quarterly installments of ~~\$5,186.75~~5,326.75.

3.5. Training Services. The RFA agrees to perform Training Services for the City through a training consortium as follows:

(a) **See EXHIBIT F.**

(b) **Payment For Training Services.** In consideration of the Training Services, the City shall provide the following to the RFA:

- (i) The City shall assign one (existing) FTE Captain to the training consortium to provide Training Services.
- (ii) The City shall assign one (existing) FTE Firefighter to a light duty IT position with the RFA. In exchange for this assignment, the RFA shall assign a FTE firefighter to the training consortium to support the City's training needs.
- (iii) In the event the person occupying these positions is on leave or works a different shift for any reason for a period of 30 days or more, the City shall, at no expense to the RFA, cover the position with another employee familiar with and adequately trained to provide the needed services. In the event the City is unable to provide such a person, the City agrees to pay the rate of \$88.75 per hour for a qualified RFA employee to provide such services.
- (iv) The City shall pay its pro rata share of non-employee operating costs related to the Training Services.

3.6. Administrative Fee. The City shall pay an administrative fee to offset RFA administrative costs, fuel and vehicle maintenance costs of 1% of the total fees charged in Sections 3.1, 3.2, 3.3 and 3.4. The fee for 2013 is \$1,925.15 (1% of \$192,515.00).

(iv) 3.7. Annual Fee Adjustment. On January 1, 2014 the costs established in Sections 3.1, 3.2, 3.3, 3.4 and 3.6 shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June 2012 to June 2013.

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4. GENERAL PAYMENT PROVISIONS.

4.1. **Payment Procedures.** Except as otherwise provided herein, for all payments provided hereunder, the RFA shall provide the City with quarterly invoices outlining the nature of the services provided, the hours of service provided, the hourly rate applicable to such services and the Training Services expenses incurred. The invoice shall reflect the amount of and basis for any credits given to the City. The City shall pay all invoiced amounts within 30 days of receipt.

4.2. **Failure to Submit Invoice.** The failure of one party to submit an invoice for services to the other party within the timeframes provided in this Agreement shall not result in a waiver of the requirement of the other party to pay for those services; provided that the failure of a party to invoice the other party for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and release from any obligation to pay for that service, unless otherwise agreed to by the parties.

4.3. **Reconciliation of Amount Due After Termination.** Within thirty (30) calendar days of the effective date of this Agreement's termination, the parties shall submit to each other a final invoice consistent with the methods of invoicing required herein. Final

payment and settlement of accounts shall occur within ninety (90) calendar days of the effective date of termination of the Agreement.

5. General Provisions.

5.1. Employees of the RFA Are Not Employees of the City. All RFA employees who provide the City the services called for in this Agreement shall be employees of the RFA, and not employees of the City. Except as provided in this Agreement, the employees of the RFA who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of the City. The RFA shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. The RFA shall be solely responsible for all compensation, benefits and insurance for its employees.

5.2. Employees of the City Are Not Employees of the RFA. All City employees who provide the City or the RFA the services called for in this Agreement shall be employees of the City, and not employees of the RFA. Except as provided in this Agreement, the employees of the City who are performing the services called for in this Agreement shall not be entitled to any benefit provided to employees of the RFA. The City shall, at all times, be solely responsible for the conduct of its employees in performing the services called for in this Agreement. The City shall be solely responsible for all compensation, benefits and insurance for its employees.

5.3. Records. All records relating to the provision of the services called for in this Agreement shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT G**.

5.4. Office Facilities. The City agrees that the RFA may use City office space and office facilities including but not limited to, copying machines, computers, fax machines, and consumable office supplies owned by the City for the Consolidated Operations provided under this Agreement.

6. Finances. Each party shall remain responsible for the financial operation of its own Fire Department, the preparation of its budget and the levying of its tax levy and other revenue sources. The Chief shall be responsible for preparing the draft budgets of the City Fire Department portion of the City Budget. Each party agrees to provide the other party with a copy of its budget when completed.

7. Indemnification and Hold Harmless. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that

this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

8. Insurance.

8.1. Each party shall carry and maintain, for the duration of this Agreement property and liability insurance coverage for all operations, facilities, equipment, and personnel, including liability, at not less than the amount and coverage's as existing on the date of this Agreement in a form and with a company acceptable to the other party.

8.2. The insurance policies of each party shall name the other party and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional named insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. The insurance policy or policies shall have a thirty (30) calendar days prior notice of cancellation clause to be given to the other party, in writing, in the event of termination or material modification of the insurance coverage. The insurance shall be written on an "occurrence" basis, rather than a "claims-made" basis. In the alternative, each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the State of Washington if that party can demonstrate protection equal to or greater than that specified herein.

9. **Property ownership.** All property acquired by the RFA to enable it to perform the services required under this agreement, shall remain the property of the RFA in the event of the termination of this agreement. All property acquired by the City to enable it to perform the services required under this agreement, shall remain the property of the City in the event of the termination of this agreement.

10. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.

11. **Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the RFA owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.

12. Miscellaneous

12.1. **Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

12.2. **Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties'

performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit arising from the parties' performance of this Agreement, each party shall pay all its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

- 12.3. **Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 12.4. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.
- 12.5. **Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 12.6. **Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.
- 12.7. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 12.8. **Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 12.9. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

12.10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement, which shall become effective on January 1, 2012.

RFA:

Kent Fire Department
Regional Fire Authority:

CITY:

City of SeaTac:

By: _____

Print Name: _____
Its _____

DATE: _____

By: _____

Print Name: _____
Its _____

DATE: _____

NOTICES TO BE SENT TO:

(253) _____ (telephone)
(253) _____ (facsimile)

NOTICES TO BE SENT TO:

City of SeaTac

(206) 973-4800 _____ (telephone)
(206) 973-4819 _____ (facsimile)

APPROVED AS TO FORM:

Brian Snure,
Attorney for RFA

APPROVED AS TO FORM:

Mary Mirante-Bartolo
City Attorney

EXHIBIT A

Communications Organization Chart

EXHIBIT B

Supervisory Organization Chart

EXHIBIT C

Emergency Management Services

1. Services Provided to City. The RFA shall provide Emergency Management services to the City in the manner and at the level identified by the City in writing. Such services may include but are not limited to, any of the following services:
 - 1.1. Administer all emergency management programs.
 - 1.2. Ensure that plans, programs, and training are in compliance with federal and state standards.
 - 1.3. Ensure that adequate training is provided to meet federal mandates. However, the RFA will not be responsible if City staff does not participate or meet these mandates.
 - 1.4. Manage and oversee the Emergency Coordination Center (“ECC”) and emergency operations.
 - 1.5. Maintain and update the following plans in accordance with state and federal requirements, as well as any other plans that are required pursuant to future state and federal requirements:
 - (a) Comprehensive Emergency Management Plan;
 - (b) Hazardous Materials Emergency Response Plan;
 - (c) Local Hazard Mitigation Plan;
 - (d) Hazardous Identification and Vulnerability Analysis; and
 - (e) Homeland Security Exercise and Evaluation Program.
 - 1.6. Apply for and manage all disaster recovery grants, Emergency Performance Grants, and other public assistance grants.
 - 1.7. Represent the City and actively coordinate and participate on local and regional groups, committees, and associations to further emergency preparedness, and to keep current on emergency management issues facing the region and City. The participation may include the following groups, committees, or associations, as well as any new local or regional Emergency Management Related groups:
 - (a) Emergency Management Advisory Committee;
 - (b) Training and Exercise Sub-Committee;
 - (c) King County Citizen Corps Sub-Committee;

- (d) City of SeaTac Emergency Planning Committee;
- (e) Regional Disaster Planning Committee; and
- (f) Region 6 Homeland Security.

1.8. Manage and oversee the Local Emergency Planning Committee in accordance with federal, state and City statutes, regulations, and policies.

1.9. Prepare City staff and residents for emergencies by providing the following training:

- (a) National Incident Management System Training;
- (b) Emergency Coordination Center Position Training;
- (c) Department Operation Center Training;
- (d) Community Emergency Response Training;
- (e) School Emergency Response Training;
- (f) Business Emergency Response Training;
- (g) Debris Management Training.

1.10. Perform all other tasks related to providing Emergency Management Services.

1.11. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Emergency Management or as a result of the provision of Emergency Management services for the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

EXHIBIT E

FIRE INVESTIGATION SERVICES

1. Services Provided to City. The RFA shall provide the following Fire Investigation Services to the City:
 - 1.1. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
 - 1.2. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
 - 1.3. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
 - 1.4. Identify juvenile fire setters and coordinate intervention and counseling.
 - 1.5. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
 - 1.6. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
 - 1.7. Participate in regional and state fire investigative organizations and activities.
 - 1.8. Perform all other tasks related to providing Fire Investigation Services.
2. Commissioned Investigators. Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. Uniformed Police Officer When Arrest Made. Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. Fire Deaths or severe injury. In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The RFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. Bombings / Explosive Device Incidents: The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the RFA investigators for the best and most efficient scene investigation and follow-up.
6. Inform Police Chief. The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. Fire Investigation Services Dedicated to City. Fire Investigation Services staff will be directly supervised by the RFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
 - 7.1. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
 - 7.2. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the

EXHIBIT F

Training Services

1. Services Provided to City. The RFA, as part of the Training Consortium with SeaTac and Maple Valley Fire and Life Safety shall provide the following Training Services to the City:

- 1.1. Training services provided:

- (a) Officer training to comply with WAC 296-305-05501, to include "Blue Card" Command Training. Training to include certification of officers and training of acting officers.
- (b) Quarterly Tactical Scenarios
- (c) Conduct quarterly Chief's Training
- (d) Emergency Vehicle Accident Prevention (EVIP) training.
- (e) Recertification of Emergency Medical Technicians (EMT's).
- (f) Competency Based Training (CBT) modules delivered.
- (g) Competency Based Training (CBT) manipulative skill evaluations.
- (h) Conduct annual live fire training.
- (i) Conduct Mod and Step Tests
- (j) Conduct Firefighter II Certification Exam
- (k) Conduct annual SCBA practicals
- (l) Deliver make-up training for missed lessons.
- (m) Plan, monitor and conduct Return to Work refresher training.
- (n) Semi-annual apparatus pump academy.
- (o) Apparatus operator evaluation /refresher training
- (p) Provide Aid Car training
- (q) Provide Competency Based Training (CBT) Instructor training
- (r) Collect and review CPR outcomes with crews

- (s) Conduct semi-annual company evaluations.
- (t) Vehicle extrication rodeo and training session
- (u) Conduct Commercial Ventilation Training
- (v) Participation in Zone 3 training activities
- (w) Training and Continuing Education in specialty areas. (e.g. confined space)

1.2. Managerial Tasks Provided:

- (a) Planning, Budget and Program Management
- (b) Facilities Scheduling, Quarterly, Annual Training Calendar Development
- (c) Develop emergency response tactical scenarios.
- (d) Develop training DVDs/films
- (e) Training Tracker Records Management
- (f) Complete transfer of paper records into data base.
- (g) Class Registration, Disbursement, Purchase Orders
- (h) JATC program document review/revision
- (i) Review and revise drill manuals, classes, Mod and Step tests,
- (j) Schedule and support multi-company drills
- (k) Attend Zone 3 meetings
- (l) Training facilities maintenance

EXHIBIT G

Records Management

1.1. Record Ownership.

- (a) RFA records "RFA Records" shall include:
 - (i) all records prepared, owned, used, or retained by the RFA related to the performance of its statutory and contractual duties.
 - (ii) all City Records actually received by the RFA pursuant to the RFA Plan or this Interlocal.
- (b) City records "City Records" shall include:
 - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the RFA to the City.
- (c) The parties recognize that physical custody of RFA Records or City Records is not determinative of whether the records are RFA Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, the RFA will be the primary record custodian of all RFA Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the RFA and some RFA Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the RFA. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party's Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request "Receiving Party" will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- (c) The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to

the requestor as directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

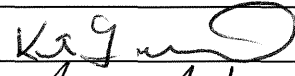



- (d) The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- (e) It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks

Agenda Bill #:3464

TITLE: A Motion to authorize the City Manager to sign the 2nd floor City Hall lease space renewals for FAA and Guardsmark, Inc.

<i>October 3, 2012</i>	
<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 10/23/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 10/09/12</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>

*MC
3/2*

SUMMARY: This Motion will allow the City Manager renew the lease agreements with the FAA and Guardsmark, Inc. They both occupy space on the second floor of City Hall.

DISCUSSION / ANALYSIS / ISSUES: Both of these businesses have occupied space in City Hall for over 15 years. Guardsmark, Inc. holds 3,030 square feet, while the FAA holds 9,361 square feet. The FAA will return to their original lease space amount of 8,921 square feet. Guardsmark, Inc. has agreed to a 3 year lease at a rate of \$20.50/sf. The FAA is taking a 7 year lease at a rate of \$20.00/sf. No major tenant improvements are required however both spaces are expected to need repainting within the next two years.

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

FISCAL IMPACT: Over their respective lease terms, the City will gross \$186,345 from the 3 year Guardsmark lease and \$1,248,940 from the 7 year FAA lease.

ALTERNATIVE(S):

- 1) Do not rent the space.

ATTACHMENT(S):

- 1) Fifth amendment to the lease agreement with Guardsmark, Inc.
- 2) Lease agreement with the FAA.

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT is made and entered into on the date of the last signature affixed hereto by and between the City of SeaTac, a Washington code city and municipal corporation, as successor in interest to Valley Ridge Investments, LLC and Sekotac, Inc., hereinafter referred to as the "Lessor", and Guardsmark, LLC, as successor in interest to Guardsmark, Inc., a Delaware corporation, hereinafter referred to as the "Lessee", for the purpose of amending the original "IBM Building Office Lease" dated June 16, 1992 by and between Sekotac, Inc. and Lessee herein, the "First Amendment to Lease" thereto, dated June 11, 1998, the "Second Amendment to Lease" dated July 24, 2003, the "Third Amendment to Lease" dated December 21, 2006, and the "Fourth Amendment to Lease" dated December 10, 2009 on the following terms and conditions:

1. **PREMISES.** The total square footage occupied by Lessee shall remain at three thousand thirty (3,030) rentable square feet, as depicted on Exhibit A of the Second Amendment to Lease.

2. **COMMENCEMENT DATE AND TERM.** The term of the Lease shall be extended ("the Amended Lease Term") for thirty-six (36) months, from December 1, 2012 through November 30, 2015.

3. **RENT.** Effective December 1, 2012, the monthly base rent for the Amended Lease Term shall be as follows:

Months 1-36 \$20.50 per square foot \$5,176.25 per month

4. **TENANT IMPROVEMENTS.** Lessor is not required to construct any tenant improvements in connection with this Amendment to Lease.

5. **ASSIGNMENT OF SUBLEASE BY TENANT.** Notwithstanding any term to the contrary contained in Paragraph 16 of the original Lease, Lessee shall have the right without the consent of Lessor to sublet or assign the Lease to Lessee's parent corporation or its successor, and Lessor's consent to any other assignment or subletting by Lessee shall not be unreasonably withheld, conditioned, delayed or denied.

6. **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party from willful acts or willful omissions and to the extent of the concurrent or comparative negligence of the first party which results in loss, damage, fine, penalty, lien, liability, and expenses.

7. **AUTHORITY.** Lessee warrants that all necessary corporate actions have been duly taken to permit Lessee to enter into this Third Amendment to Lease and that each undersigned officer has been duly authorized and instructed to execute this Third Amendment to Lease.

ATTACHMENT #1

8. **FULL FORCE AND EFFECT.** Except as expressly modified above, all terms and conditions of the original Lease, First Amendment, Second Amendment, and Third Amendment remain in full force and effect and are hereby ratified and confirmed. Provided, however, that Lessor's contracting for installation of security systems within the building, other than Lessee's premises, and use of the Lessor's police department and County Sheriff officers and equipment for security services within and around the building, except the Premises, shall not provide the Lessee with a right to terminate the Lease.

LESSOR:

CITY OF SEATAC, a code city
and municipal corporation

By: _____
Todd Cutts
City Manager

Date: _____

Approved as to Form:

Mary Mirante Bartolo
City Attorney

LESSEE:

GUARDSMARK, LLC
a Delaware limited liability
company

By: _____
President

Date: _____

Approved for Execution:

By: _____

By: _____

STATE OF WASHINGTON)
) :ss
COUNTY OF KING)

On this day personally appeared before me Todd Cutts, to me known to be the City Manager of the code city and municipal corporation that executed the within and foregoing Fifth Amendment to Lease, and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said Fifth Amendment to Lease.

Given under my hand official seal or stamp this _____ day of _____, 2012.

Printed Name: _____
Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____

STATE OF _____)
) :ss
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the _____ of the corporation that executed the within and foregoing Fifth Amendment to Lease, and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she or they were authorized to execute the said Fifth Amendment to Lease.

Given under my hand official seal or stamp this _____ day of _____, 2012.

Notary Public

**U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION
ADMINISTRATION**

LEASE for Real Property

Lease No: DTFAWN- 13 - L - 00024

Geographical Location: SeaTac, WA 98188

Section 1 – Space Lease

1. THIS LEASE, entered into by and between City of SeaTac whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises: Office Space totaling 8,921 square feet currently occupied at SeaTac City Hall, 4800 S. 188th Street, Suite 240, SeaTac, Washington 98188-8605.

3. TERM - To have and to hold, for the term commencing on October 1, 2012 and continuing through September 30, 2019 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. This lease succeeds lease number DTFA11-02-L-00845, which expires on September 30, 2012

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after March 31, 2013 by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$14,868.33 (Fourteen Thousand Eight Hundred-Sixty Eight and Thirty-Three) per month, (\$178,420 Per Year) shall be payable to the Lessor in arrears and will be due on the first workday of each month without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to:

City of SeaTac
4800 South 188th Street
SeaTac, Washington 98188-8605

6. SERVICES AND UTILITIES

Services, utilities, and maintenance will be provided daily, extending from 6a.m. to 6 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT ONLY 72DEG

ELECTRICITY

SPECIAL POWER – NOTED BELOW

WATER (hot & cold)

SNOW REMOVAL

TRASH REMOVAL

CHILLED DRINKING WATER

HVAC – 68-72DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES

GROUND MAINTENANCE

WINDOW WASHING – Frequency semiannually

CARPET CLEANING – Frequency yearly

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

PAINTING – Frequency 5 years or as needed Space (whichever is earlier)

Frequency 5 years or as needed Public Areas (whichever is earlier)

OTHER (SPECIFY)

Section 2 - GENERAL CLAUSES:

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause. (2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7H. ACCEPTANCE OF SPACE - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within 90 days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises are completed as agreed..

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remains the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02)

- (1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - Work or services;
 - Facilities or space layout; or
 - Amount of space, provided the Lessor consents to the change.
- (2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following:
 - An equitable adjustment in the rental rate;
 - A lump sum equitable adjustment; or
 - An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.
- (3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Pg. 5

7O2. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room
323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(1) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(2) (d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
- The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-06):

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Pg. 6

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;

a. Accept payment by check or

b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

2 If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and,

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY (OCT-06)
The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

- (1) "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
- (2) "Contractor" is synonymous with "Lessor" for real property leases or other contracts
- (3) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- (4) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- (5) "Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

(1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.

(2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property; the offerors DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Pg. 10

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- a) Change the name in the CCR database;
- b) Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, will be considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information-Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

7Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: 838175867

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Pg. 12

Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

7Q4 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (Oct-06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) –Unless it is determined by the GOVERNMENT’S Contracting Officer that seismically conforming premises are not available, all existing buildings leased by the GOVERNMENT under this contract must meet the minimum acceptable performance seismic standard of ‘Life Safety’ as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-6. RP-6 is available on-line at (<http://fire.nist.gov/bfrlpubs/build01/PDF/b01056.pdf>) and is available in print from the National Institute of Standards and Technology as NISTIR 6762.

All offers received in response to screening information request will be evaluated to determine whether they are in compliance with "Life Safety". If at least one offeror is fully compliant, all offerors who are not fully compliant will be considered non-responsive and ineligible for award.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Pg. 14

(a) COMPLIANCE with LIFE SAFETY

Buildings designed and constructed in compliance with the seismic requirements of the building codes delineated in Section 1.3.1 of RP-6 are considered to fully meet the GOVERNMENT'S minimum seismic requirement. The offeror shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-6. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. If the building cannot be certified in accordance with RP-6, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the Certification of Seismic Compliance. Buildings meeting the requirements of ASCE 31-03 using a safety objective of 'Life Safety' are considered to meet the GOVERNMENT'S requirement.

(b) LESS THAN LIFE SAFETY

Existing buildings, which cannot achieve life safety, will require documentation by an independent licensed structural engineer to describe the actual level of seismic compliance.

In the event a building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the certification form, the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7BB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - All construction performed under this contract must, as a minimum, be in accordance with current edition of the International Building Code (IBC). Local seismic building codes may be used in place of IBC if, and only if, they provide a higher level of occupant safety. The Lessor shall provide, prior to the GOVERNMENT'S acceptance of the building(s), a written certification from an independent licensed structural engineer that the building(s) conforms to this requirement. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC COMPLIANCE. When a code equivalency study is required it shall be attached to the structural engineer's certification. During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event a building with a certification of seismic compliance is occupied by the

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, notwithstanding any other agreements contained in this lease.

7CC. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Section 3 - Closing

NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

City of SeaTac
4800 South 188th Street
SeaTac, Washington 98188-8605

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

FEDERAL AVIATION ADMINISTRATION

ATTN: Real Estate, ANM-53
1601 Lind Avenue SW
Renton, Washington 98057

ATTACHMENTS -
See herein attached - Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF OWNER <i>(Type or Print)</i>	9b. SIGNATURE OF OWNER	9c. DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA		
UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
10a. NAME OF REAL ESTATE CONTRACTING OFFICER <i>(Type or Print)</i>	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE

ATTACHMENT A

Lease No: DTFAWN- 13 - L - 00024

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1 – Adhesives and Sealants (1/12)

The Lessor shall use adhesives and sealants that contain no formaldehyde or heavy metals.

A2 – Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A3 – Doors (4/12)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The FAA shall provide cores.

A4 – Floor Load

All adjoining floor areas shall be of a common level. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. Currently accepted by the Real Estate Contracting Officer (RECO)

A5 – General Health and Safety Standards (4/12)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA requires work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met prior, during, and post work.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 1

A6 – HVAC (4/12)

All heating, ventilation and air-conditioning systems that service the leased space must maintain an average temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures. For purposes of this paragraph A6, compliance with ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality, will meet FAA's requirements for indoor air quality.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the Lease, the Lessor agrees to service the roof and/or ground mounted HVAC units (check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements) every 90 days. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges (refer to section B4), checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

A7 – Lighting (4/12)

Modern, diffused, energy efficient (T-8 or better) fluorescent fixtures shall be provided at working surfaces that maintain a uniform lighting level of 50 foot candles. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

In the event the premises have T-12 (or older) fluorescent fixtures, Lessor agrees to replace them with T-8 or better, with the first 6 months of this lease.

A8 – Painting (4/12)

Prior to occupancy, all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least once every five years or as needed (whichever is earlier). Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the FAA's systems furniture, if directed by the FAA, at the Lessor's expense. Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A9 – Parking (4/12)

At no additional cost to the FAA, the Lessor shall provide 20 off-street parking spaces all of which will be reserved strictly for the FAA to park Government vehicles overnight. Compliant accessible parking spaces shall be provided per the ABAAS scoping table. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal, as well as the removal of any obstruction that limits FAA access to its designated spaces.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 2

A10 – Prior Notification (8/02)

A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

A11 – Restrooms and Drinking Fountains (4/12)

Separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. The Lessor shall provide a minimum of two ABAAS accessible chilled drinking fountains with potable water within every 200 feet of travel.

A12-Window and Floor Covering

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet as previously accepted by the FAA. At no additional cost to the FAA, the Lessor shall replace carpeting as needed during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed,
- There are noticeable variations in surface color or texture, and/or
- The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the FAA's systems furniture if directed by the FAA

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1 – Grounds Maintenance The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove as much snow and ice as reasonably possible from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's normal operating hours.

B2 – Landscaping (1/12)

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 3

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent or minimize pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content that meets the requirements as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, WWW.EPA.GOV/CPG.

B3 – Pest Control (4/12)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the FAA facility manager and a copy to the RECO before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours or when the system is in operation.

B4 – Services and Facilities (4/12)

The Lessor shall provide to the Government, as part of the rental consideration and consistent with other parts of Attachment A, the following:

1. Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain an average temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.
2. Electrical power to the premises for the operation of lights, communications equipment, and office machines.
3. Water (hot and cold) and sewer to leased premises.
4. Trash removal for leased premises.
5. Bulbs and ballasts

III. SECTION C - SAFETY AND FIRE PREVENTION

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 4

C1 – Fire and Safety Requirements (4/12)

The facility, its systems and appurtenances must be in compliance with the following fire protection and life safety requirements (FLS):

1. State and local building codes in affect at the time of construction or most recent modification, whichever is later.
2. State and local fire safety and fire prevention codes.
3. National Fire Protection Association, Life Safety Code (NFPA 101), latest edition at the time of lease signing.
4. All Occupational Safety & Health Administration requirements including 29 CFR 1910 and 29 CFR 1960, and their associated agreements.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the FAA , the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be documented by a Fire Protection Engineer and presented to the FAA for review and concurrence.

The specific list of requirements identified in items C1 (1 through 4 above) includes:

1. Federal Aviation Administration Order including:
 - a. FAA Order 3900.19B, FAA Occupational Safety and Health Program
2. FLS Codes Promulgated by the International Code Congress including:
 - a. International Building Code
 - b. International Fire Code
 - c. International Mechanical Code
3. National Fire Protection Association Codes & Standards including:
 - a. NFPA 10: Standard for Portable Fire Extinguishers
 - b. NFPA 13: Standard for the Installation of Sprinkler Systems
 - c. NFPA 14: Standard for the Installation of Standpipe Systems
 - d. NFPA 20: Standard for the Installation of Stationary Fire pumps
 - e. NFPA 24: Standard for the Installation of Private Fire Service mains and Their Appurtenances
 - f. NFPA 70: National Electrical Code
 - g. NFPA 72: National Fire Alarm and Signaling Code
 - h. NFPA 75: Standard for the Protection of Information Technology Equipment
 - i. NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems
 - j. NFPA 92: Standard for Smoke Control Systems
 - k. NFPA 101: Life Safety Code
 - l. NFPA 110: Standard for Emergency and Standby Power Systems
4. Occupational Safety & Health Administration regulations including:
 - a. OSHA 29 CFR 1910, Occupational Safety and Health Standards (including Subpart E, Exit Routes and Emergency Planning, & Subpart L, Fire Protection
 - b. OSHA / FAA Agreement titled FAA Alternate Standard for Fire Safety in Airport Traffic Control Towers, (1998 signature date) (a.k.a. 1960.20)

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 5

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease. If construction or modifications to the leased premises are undertaken at any time during the term of this Lease, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

The building shall, as required by applicable codes, be equipped with automatic sprinklers which conform to NFPA No. 13; be maintained by the Lessor in accordance with NFPA No. 25 ; be electrically supervised and monitored; and shall have water-flow alarm switches connected to automatically notify the local fire department or central station (NFPA No. 72). Notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of local code requirements, when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

A manual fire alarm system must be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 72 (National Fire Alarm and Signaling Code) under the following circumstances:

1. Occupancy of the space is by 10 or more persons, or
2. Space is more than 1000 square feet in area, or
3. Building is three (3) or more stories in height, or
4. Building contains more than 50,000 square feet gross floor area.

The fire alarm system wiring and equipment must be electrically supervised and equipped with an automatic fire department notification system, and must conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations and must meet performance requirements of NFPA 92.

Fire-safety mechanisms, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Professional Fire Protection Engineer, licensed in the subject property's state.

Portable fire extinguishers matching the hazards accommodated by the lease must be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No.10.

When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for:

1. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan (FPP)
2. Publishing and making copies of the EAP and FPP available to all FAA leased space occupants
3. Conducting fire evacuation drills, at least annually
4. Conducting review and modification of the EAP and FPP at least annually

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

5. Inviting FAA representation in development, review and modification of the EAP and FPP

The FAA facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

C2 – Halon (4/12)

Halon must not be used as a fire extinguishing system in any FAA leased space.

C3 – Indoor Air Quality (4/12)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

C4 – Electrical Safety (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols*.

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) Z53, *Series of Standards for Safety Signs and Tags*.

C5 – EOSH Requirements (4/12)

The Lessor shall provide space, services, and equipment that comply with the following:

1. 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*
2. FAA Order 3900.19B, *FAA Occupational and Health Program*
3. FAA Standard HF-STD-001, *Human Factors Design Standard*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*, and NFPA 70E, *Electrical Safety in the Workplace*
5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, *Specifications for Accident Prevention Signs and Tags*, FAA HF-STD-001, *Human Factors Design Standard*, Chapter 12.16, *Safety Labels and Placards*, and American National Standards Institute (ANSI) Z535.4, *Product Safety Signs and Labels*.

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5.4.

C6 – Fall Protection (4/12)

The Lessor shall ensure proper fall protection safety systems (railings, toe boards, etc.) are in place for all work areas where FAA personnel are required to perform work at four feet or more above the next lowest level (platforms, catwalks, etc.), in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, Chapter 10, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926, *Safety and Health Regulations for Construction*.

C7 – Hazardous Materials (4/12)

The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, *Prevention, Control, and Abatement of FAA Environmental Pollution*; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, *Protection of Stratospheric Ozone*; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 8

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, *Asbestos*, and FAA Order 1050.20A, *Airway Facilities Asbestos Control Program*.

C8 – Seismic Safety for Equipment (4/12)

The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

C9 – OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

C10 – Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for buildings of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C11 – Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C12 – Warranty of Space (4/12)

A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 9

C. If the Lessor fails, after receipt of notice, to make correction within 60 days, the Government shall have the right to make the required correction and do any of the following: a.) charge to the Lessor the costs occasioned to the FAA; b.) withhold the costs from the rent; or c.) terminate the lease agreement. Any such termination of the Lease pursuant to this provision shall be at no cost to FAA.

D. The rights and remedies of the FAA in this clause are not exclusive, and are in addition to any other rights and remedies provided by law and under this contract.

E. Definitions.

1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION D – MISCELLANEOUS

D1 – Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D2 – Condition Report (4/12)

A survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

D3 – Day to Day Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 10

events occurs: (1) the extension day period expires; (2) a new lease commences; (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D4 – Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

D5 – Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the interior of the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D6 – Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D7 – If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D8 – Installation Of Antennas, Cables And Other Appurtenances (4/12)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

D9 – Janitorial Services (4/12)

The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure such condition. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 11

A. SELECTION OF CLEANING PRODUCTS:

The Lessor shall select, to the maximum extent practicable janitorial cleaning products and equipment that promote environmental stewardship. At a minimum, the Lessor shall:

1. Use products that are packaged ecologically;
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and;
3. Minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at www.gsa.gov/p2products.

B. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's Comprehensive Procurement Guidance (CPG).

C. SCHEDULE OF CLEANING:

Cleaning shall be performed after the close of the official business day as defined in this lease, unless cleaning during official duty hours is specified as a special requirement. The required cleaning services, and their frequencies, are set forth below:

1. Daily or as needed:

- a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
- b. Vacuum all carpeted areas, as needed.
- c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
- d. Clean toilet rooms, including toilets and soap containers. Furnish and maintain constant supply of deodorant material and paper products
- e. Wash all drinking fountains.
- f. Refill hand sanitizer dispensers in common areas, where applicable
- g. In the restrooms:
 - (i) Clean restroom fixtures and chrome fittings.
 - (ii) Clean and refill all dispensers (including deodorant material).
 - (iii) Wet mop restroom floors.
 - (iv) Sanitize toilets, toilet seats, and urinals.
 - (v) Spot wash walls, partitions, and doors.

2. As needed:

- a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
- b. Damp mop, and buff all non-carpeted floors.
- c. Vacuum all carpeted areas.

3. Monthly or as needed:

- a. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.
- b. Clean or wash walls as needed to present a neat appearance.
- c. Dust all ledges and flat surfaces within reach.
- d. Dust and clean all venetian blinds.
- e. Wash restroom walls, partitions, and doors.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

4. Semi-Annually:

- a. Wash all exterior office windows.

5. Once a Year:

- a. Strip old wax from all floor space and rewax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.
- b. Shampoo all carpeted floors.

Within 60 days after occupancy by the Government, the Lessor shall provide to the RECO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

D10 – Measurement For Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D11 – Non-Restoration (10/96)

The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

D12 – Recycling (1/12)

Where State or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Lessor shall comply with such State and/or local law, code, or ordinance, to the extent practicable, and provided that any such law, code, and/or ordinance is at least as stringent as the requirements set forth under Federal law and in the immediately following paragraph below.

In all other cases, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. In addition, the Lessor shall provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.

D13 – Recycled Content Products (Comprehensive Procurement Guidelines) (4/12)

A. To the extent feasible, the Lessor shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976 (RCRA). As required by this lease or in any succeeding lease entered into by and between the FAA and the Lessor, the Lessor shall use recycled content products as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit to the RECO a request for waiver for each non-compliant material. The request for waiver shall be based on one of the following criteria: 1.) the cost of the recommended product is unreasonable; 2.) inadequate competition with respect to product manufacturers; 3.) compliant items are not available within a reasonable period of time; or 4.) items do not meet the requirements of Attachment A to this Lease.

D14 – Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the RECO or his/her designee.

D15 – Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government's.

SECURITY REQUIREMENTS

E1 – Facility Security (4/12)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement with the exception of main entry into the building and floor where space is leased:

None

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

E2 – Contractor Personnel Suitability Requirements (4/12)

A. This clause applies to the extent that this lease requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease. Those designated risk levels are: Security Level 1

C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the RECO a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each lease may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations it determines necessary. This lease may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

Pg. 15

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:
 Manager, Personnel Security Division, AIN-400
 800 Independence Avenue, S.W., Room 315
 Washington, D.C. 20591

Regional and Center Contracts:

None

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

D. The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

E. The RECO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at its own expense. Once action has been taken, the contractor will report the action to the RECO and SSE.

F. No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

G. The contractor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the lease. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

H. The RECO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595

I. The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

J. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease.

K. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

L. The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (K) but excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

M. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

VI. SECTION F - SPECIAL REQUIREMENTS

F1-SPECIAL POWER

F2-OTHER (SPECIFY)

F3-PAINTING FREQUENCY IN PUBLIC AREAS

F4-HVAC OVERTIME

VII. SECTION G - CERTIFICATION FORMS

ACM Survey Report (reference Asbestos Building Survey in III. Section C, Subparagraph C-8B for Buildings Construction prior to 1981)

ABAAS Compliance Report

Certification of Seismic Compliance

Safety and Environmental Certification Checklist

Vendor/Miscellaneous Payment Information Form

2.6.3 Attachment - A to Space Lease

Revised April 2012

OMB Control No. 2120-0595


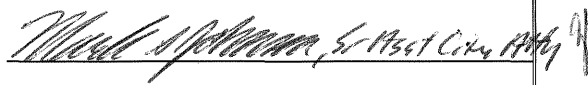

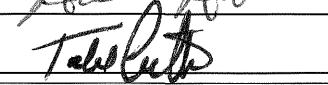
SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks & Recreation

Agenda Bill #: 3449

TITLE: A Motion approving a Cooperative Agreement to promote the development of a Joint Use Agreement between Highline School District NO. 401 and the cities of Burien, Des Moines, Normandy Park and SeaTac, and between the said cities one with the other.

October 4, 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 10/23/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 10/09/12</u>	
Prepared By: <u>Kit Ledbetter, Parks & Recreation Director</u>	
Director: <u></u>	City Attorney: <u> <i>MC</i></u>
Finance: <u></u>	BARS #: <u>N/A</u>
City Manager: <u></u>	Applicable Fund Name: <u>N/A</u>

SUMMARY: This Motion authorizes the City to enter into a Cooperative Agreement to promote the development of a Joint Use Agreement between Highline School District NO. 401 and the cities of Burien, Des Moines, Normandy Park and SeaTac.

DISCUSSION / ANALYSIS / ISSUES: In late 2010, a small group of elected officials comprised of representatives from the Highline School District and the cities of Burien, Des Moines, Normandy Park, and SeaTac came together for the purpose of supporting and facilitating the completion of the cities Communities Putting Prevention to work (CPPW) grant. Deputy Mayor Mia Gregerson is the City of SeaTac's representative on the Highline Community Coalition. The mission was to develop policy to support sustainable relationships, maximize resources, and services to support thriving families, schools, and communities. The CPPW grants came with a list of tangible deliverables set forth as a stipulation of the award. One of these deliverables was to support the development of a Joint Use Agreement that would apply to the Highline School District and the cities of SeaTac, Burien, Normandy Park and Des Moines. This was to include but not be limited to: parks, play fields, indoor facilities, and open spaces.

The purpose of this Motion is to create a Joint Use Agreement or Agreements over the next 12 months and beyond. This isn't only about the use of school district facilities by the cities, but also the cities sharing each other's resources for the betterment of the quality of life of our residents and ease of access to open play spaces. The process is intended to give staff the opportunity to explore more partnership opportunities and to formalize and officially record existing agreements that are currently understood. It was the goal of the appointed representatives to this committee that the school district and cities will all approve this Agreement to send a clear, positive message that this is an important and crucial step toward promoting a healthy Highline community. This project has been a robust and active process for nearly one year.

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

FISCAL IMPACT: None.

ALTERNATIVE(S): Do not carry the Motion.

ATTACHMENTS: 1. Cooperative Agreement.

**Cooperative Agreement to promote the development of a Joint Use
Agreement between Highline School District NO. 401 and the Cities of Burien,
Des Moines, Normandy Park and SeaTac, and between the said Cities one
with the other**

This Cooperative Agreement (“Agreement”) is entered into this _____ day of ____, 2012 with the intent of joint use agreement development by and between the Highline School District No. 401, and hereinafter referred to as “the District,” and the Cities of Burien, Des Moines, Normandy Park and SeaTac, which are municipal corporations under the laws of the State of Washington, and hereinafter referred to as the “City” or “Cities” respectively.

RECITALS

WHEREAS, the Cities and District have established a positive and cooperative relationship between and among each other; and

WHEREAS, the Cities among each other and the District are authorized to enter into agreements with each other to maximize available opportunities, to provide community recreation and student activities, and to cooperate for the betterment of the community; and

WHEREAS, the Cities and the District have agreed to coordinate and collaborate with respect to planning and implementations of policies concerning health promotion and active living for the benefit of the citizens of the respective jurisdictions; and

WHEREAS, the parties desire to enter into an agreement with each other that is mutually advantageous and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Cities and the District share a common goal to develop adequate recreation and school facilities for all students and residents and realize the Cities and the District have a limited number of athletic fields and indoor recreation areas available for public use and face a great demand for these facilities; and

WHEREAS, a partnership agreement for the use of individual athletic fields and indoor areas would allow and encourage the Cities and the District to work together to utilize the existing outdoor and indoor facilities and create an opportunity to plan, develop, upgrade and build similar facilities.

NOW, THEREFORE, the Cities and the District authorize staff to pursue the above collaborative efforts and to identify and initiate partnership opportunities regarding the use of individual existing sites and the opportunity for the development of future sites and to forward those agreements for approval to the City Councils, respectively, and the Highline School District School Board.

ATTACHMENT # 1

DATED this _____ day of _____, 2012.

Mike Martin,
Burien City Manager



Tony Piasecki,
Des Moines City Manager



Dr. Susan Enfield,
Highline Schools Superintendent



Doug Schulze,
Normandy Park City Manager



Todd Cutts,
SeaTac City Manager



6. PRESENTATIONS:

- **Introduction to Human Resources (20 minutes)**

By: Human Resources Director Anh Hoang

- **Public Safety Statistics (10 minutes)**

By: Fire Chief Jim Schneider

- **Angle Lake Park Phase II Project Update (15 minutes)**

By: Parks & Recreation Director Kit Ledbetter / Landscape Architects
MacLeod Reckord Owner Ed MacLeod / Principal Jennifer Kiusalaas

**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**

**PAYROLL/CLAIMS VOUCHERS ARE ALSO
AVAILABLE ON OUR CITY WEBSITE**

www.ci.seatac.wa.us

SUMMARY OF DONATIONS \$500 OR GREATER
For October 9 - Regular Council Meeting
Period ended October 5, 2012

<u>Donor Name</u>	<u>Description</u>	<u>Amount</u>
King County Retired Passenger Van Program	2000 Chevy Astro (license # RS03593) VIN 1GNDM19WXYB219381 to the Police Department for use by the Police Explorer Post for transportation to community events, traffic control, training and Explorer Academies. Most of the events are local and we work with other law enforcement jurisdictions. The Explorer Academies are held at Yakima or in the Tri-Cities (Pasco, Richland & Kennewick). The Police Department tried to reserve the Parks Department van and the city manager's 15 passenger van with negative results. We also had to schedule for our kids to travel with other posts if they could transport them. We have been limited in the vehicles we use and the largest van only holds 5 people.	\$5,262 (Estimated)

City of SeaTac

Council Study Session Minutes Synopsis

September 25, 2012
4:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Study Session (CSS) was called to order by Mayor Anthony (Tony) Anderson at 4:00 p.m.

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, and Dave Bush (*left at 5:52 p.m.*). Excused absence: CM Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Acting Community & Economic Development (CED) Director Gary Schenk, Human Resources (HR) Director Anh Hoang, and Police Chief Jim Graddon.

Agenda Bill #3452 – A Motion authorizing the City Manager to enter into an agreement between the Highline School District (HSD) and the City of SeaTac for a School Resource Officer (SRO) at Tyee High School and Chinook Middle School

Summary: This proposed agreement would continue the long-standing partnership between the HSD and the City in providing a fully commissioned Police Officer (SRO) at the Tyee Educational Complex and Chinook Middle School. For some years the HSD has contributed \$50,000 to offset a portion of the cost for a SRO. This year the HSD has agreed to a 5% increase in their share, bringing their contribution to \$52,500.

The agreement is similar to the one used last year but does contain some language changes to bring it more in line with the Collective Bargaining Agreement between the King County Sheriff's Office (KCSO) and the King County (KC) Police Officers' Guild. The agreement has been reviewed by and is acceptable to Police Chief Jim Graddon, who is the City's designated contact person for the agreement.

The agreement documents cost sharing, indemnification, the employment status of the officer, how a replacement would be selected, the work schedule and duties of the SRO and the facilities to be provided by the HSD. It requires the HSD to pay to the City the full \$52,500 within 60 days of invoice. It is consistent with and documents our current practices regarding our SRO at Tyee Educational Complex and Chinook Middle School. This agreement does not commit the City to any additional staffing or enhancement of services at the schools. The term of the agreement is through June 30, 2013 and allows for early termination of the contract with 60 days written notice. In the event of early termination, the City must return to the HSD \$5,250 (1/10 of \$52,500) for each full month remaining in the 2012-2013 school year.

The City's 2013-2014 Biennial Budget is being prepared with the City bearing the remainder of the full cost of a SRO for the 2012-2013 fiscal year, offset by \$52,500 from the HSD.

Police Chief Graddon reviewed the agenda bill summary.

Council discussion ensued as to the success of this program.

CM Forschler requested this item be placed on the October 9 Regular Council Meeting (RCM) Agenda as an Action Item as it is an important issue for CM Fernald as she is absent.

Council consensus: Refer to the 10/09/12 RCM Action Item

PRESENTATIONS:

•Public Safety Statistics

Police Chief Graddon stated that the statistics were provided in the Council packets. He introduced Detective Robin Fry.

Ms. Fry discussed her work with the Washington State Internet Crimes Against Children (ICAC) Task Force. The task force is made up of local, state and federal law enforcement agencies working to identify, arrest and convict individuals victimizing children by way of the Internet. Crimes investigated by the Unit include: communication with a minor for immoral purposes, sexual exploitation of a minor, possession of depictions of minors engaged in sexually explicit conduct, and dealing in depictions of minor engaged in sexually explicit conduct.

Council discussion ensued regarding the task force.

Chief Graddon gave an update on the recent homicide within the City with two arrests made and more anticipated.

PRESENTATIONS (Continued):

● **Comparable cities for non-represented salary comparisons**

HR Director Hoang provided a brief background on this topic. She stated that during the American Federation of State, County, and Municipal Employees (AFSCME) Contract negotiations, Council approved new comparables for the AFSCME contract. Traditionally, the City has used the same comparables for AFSCME and non-represented employees. She requested Council consensus to continue this practice. The ten comparable cities are: Bonney Lake, Bothell, Burien, Edmonds, Issaquah, Lynnwood, Marysville, Puyallup, Tukwila, and University Place.

Council discussion ensued regarding the comparable cities.

Council consensus: Use same comparables for AFSCME and non-represented employees

● **High Deductible Health Plan with Health Savings Account**

HR Director Hoang stated this was also negotiated as part of the AFSCME contract. She provided background on current medical plans offered. This plan would be an additional option. She detailed the proposed plan. She requested Council consensus to implement the same for non-represented employees.

Council discussion ensued regarding the proposed plan for non-represented employees.

Council consensus: Offer this plan to non-represented employees

RECESSED: Mayor A. Anderson recessed the CSS to an Executive Session on Pending Litigation at 4:54 p.m.

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

City Clerk Gregg announced that Council requested 15 more minutes at 5:25 p.m. and 15 more minutes at 5:40 p.m.

CM Bush left at this point in the meeting.

RECONVENED: Mayor A. Anderson reconvened the CSS at 5:53 p.m.

ADJOURNED: Mayor A. Anderson adjourned the meeting at 5:53 p.m.

City of SeaTac

Regular Council Meeting Minutes

September 25, 2012
6:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Anthony (Tony) Anderson at 6:00 p.m.

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, and Terry Anderson. Excused absence: CMs Dave Bush and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Parks & Recreation (P&R) Director Kit Ledbetter, Assistant P&R Director Lawrence Ellis, and Police Chief Jim Graddon.

FLAG SALUTE: Mayor A. Anderson led the Council, audience and staff in the Pledge of Allegiance.

PUBLIC COMMENTS: Roberta Nestaas, CEO of Lutheran Social Services (LSS), provided an update on their recent expansion project. It's anticipated to be completed in November. She also provided updated statistics on their services.

Martin Metz stated he is attending meetings in the local area to get some additional awareness of the local governments. He shared his views on government.

PRESENTATION:

•Introduction of Highline School District (HSD) Superintendent Susan Enfield

HSD Superintendent Susan Enfield introduced herself. She stated that the HSD has seen improved test scores in every grade level in math. She is embarking on a new strategic plan with four areas of focus: (1) teachers who are highly skilled and supported in meeting the needs of all students; (2) principals who know and support great instructions and work with the teachers to be as effective as they can in the classrooms; (3) families and community partners with strong connections to the schools; and (4) central office that serves and supports students, staff, families and one another.

She explained her thoughts on the truancy in the schools stating that the HSD needs to find alternatives to suspension to keep kids in school.

Ms. Enfield stated that her job is to make sure the kids' challenges don't become barriers to becoming successful in life.

The HSD is going to launch a Pre-K through 3rd grade early learning strategy with the goal of 95% of the children achieving above standards in math, reading, and science.

CONSENT AGENDA:

•Approval of claims vouchers (check nos. 99882 – 100067) in the amount of \$2,624,450.95 for the period ended September 20, 2012.

•Approval of payroll vouchers (check nos. 50927 – 50958) in the amount of \$224,865.43 for the period ended September 15, 2012.

•Approval of payroll electronic fund transfers (check nos. 74064 – 74246) in the amount of \$460,629.67 for the period ended September 15, 2012.

•Approval of payroll wire transfer (Medicare and Federal Withholding Tax) in the amount of \$105,633.37 for the period ended September 15, 2012.

•Pre-approval or final approval of City Council and City Manager travel related expenses for the period ended September 14, 2012.

Approval of Council Meeting Minutes:

•Council Study Session held September 11, 2012

•Regular Council Meeting held September 11, 2012

Agenda Items reviewed at the September 11, 2012 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3455; Ordinance #12-1014 creating 2.5 full time equivalent positions for the purpose of providing expedited Sound Transit project review and amending the City's 2012 Annual Budget

CONSENT AGENDA (Continued):

Agenda Bill #3444; Motion approving the completion and acceptance of the Resource Conservation Plan
MOVED BY T. ANDERSON, SECONDED BY GREGERSON TO ACCEPT THE CONSENT AGENDA AS PRESENTED.*

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

*MOTION CARRIED UNANIMOUSLY.

ACTION ITEM:

Agenda Bill #3439; Motion authorizing the City Manager to execute a contract with T.F. Sahli Construction for construction of the Skate Park at the SeaTac Community Center (STCC) neighborhood park

Summary: The City was awarded \$278,900 through a Community Development Block Grant (CDBG) to design and construct a skate park at the STCC neighborhood park. The size of the skate park will be approximately 6,200 square feet (sq. ft.) and is designed for beginners and younger aged children learning how to skate board. Construction will begin within the month of October with an estimated time of completion in early 2013. The total bid amount indicated below includes the cost of the additive alternate of adding color to the concrete.

The project bid opening was June 15, 2012 and bid results are as follows:

<u>Company Name</u>	<u>Base Bid</u>	<u>With 10% Contingency and Sales Tax</u>
T.F. Sahli Construction	\$184,840.00	\$222,640.00
Grindline Skateparks Inc.	\$195,824.00	\$235,870.00

This agenda bill was first presented at the Council Study Session (CSS) on June 26, 2012 but due to compliance issues with the King County (KC) CDBG and Housing of Urban Development programs, the agenda bill has been delayed until those issues have been resolved. With all compliances resolved, the City is ready to resume the project and start construction.

Funding for this project is 100% funded by the CDBG, so there is no net fiscal impact to the City.

Assistant P&R Director Ellis reviewed the agenda bill summary.

MOVED BY T. ANDERSON, SECONDED BY GREGERSON TO PASS AGENDA BILL #3439.

MOTION CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) September 29 – 10 a.m., National Prescription Drug Take Back Program; (2) October 3 – 11 a.m., South 154th Street project ribbon cutting; and (3) October 4 -25, Fine Art Exhibit at City Hall.

COUNCIL COMMENTS: CM Ladenburg attended a Port of Seattle (POS) hosted roundtable of small businesses to comment on how the POS can assist small business start ups.

CM T. Anderson stated that CM Fernald and she toured the airport. If the tour is repeated, she encouraged everyone to attend.

DM Gregerson commented on the following: (1) Center for Disease Control and Prevention announced the Community Transformation Grant awards. SeaTac, along with other cities, was awarded money; and (2) open swim event held at Angle Lake on September 22 and many people talked about how nice the park looked.

Mayor A. Anderson commented on the following: (1) September 8, Steppin' Out to Stop Domestic Violence Walkathon; (2) September 15, Genesis Project Freedom Walk, and (3) National League of Cities (NLC) human trafficking outreach - "Back Page" is contributing to the problem. The Village Voice, sponsor of the magazine, has separated itself from Back Page due to pressure from law enforcement, cities, and social service agencies.

ADJOURNED:

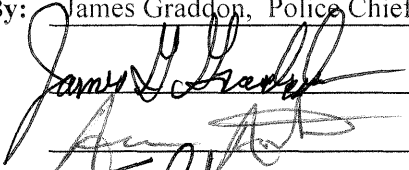


MAYOR A. ANDERSON ADJOURNED THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 6:44 P.M.

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: POLICE

Agenda Bill #: 3452

TITLE: A Motion authorizing the City Manager to enter into an Agreement between the Highline School District and City of SeaTac for a School Resource Officer at Tye High School and Chinook Middle School.

<i>September 18, 2012</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested: <u>RCM 10/09/2012</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>09/25/2012 CSS</u>	
Prepared By: <u>James Graddon, Police Chief</u>	
Director: <u></u>	City Attorney: <u>Mary Miranda Bartolo</u>
Finance: <u></u>	BARS #: <u>001.000.08.521.20.51.006</u>
City Manager: <u></u>	Applicable Fund Name: <u>GENERAL FUND</u>

ISA
MYL

SUMMARY:

This Motion authorizes the City Manager to enter into an Agreement between the Highline School District and the City of SeaTac for a School Resource Officer at the Tye Educational Complex and Chinook Middle School.

DISCUSSION / ANALYSIS / ISSUES:

This proposed Agreement would continue the long-standing partnership between the Highline School District (District) and the City of SeaTac in providing a fully commissioned Police Officer (School Resource Officer) at the Tye Educational Complex and Chinook Middle School. For some years the District has contributed \$50,000 to offset a portion of the cost for a School Resource Officer. This year the District has agreed to a 5% increase in their share, bringing their contribution to \$52,500.

The attached Agreement is similar to that used last year but does contain some language changes to bring it more in line with the Collective Bargaining Agreement between the King County Sheriff's Office and the King County Police Officers' Guild. The Agreement has been reviewed by and is acceptable to Police Chief Jim Graddon, who is the City's designated contact person for the Agreement.

The Agreement documents cost sharing, indemnification, the employment status of the officer, how a replacement would be selected, the work schedule and duties of the SRO and the facilities to be provided by the School District. It requires the District to pay to the City the full \$52,500 within 60 days of invoice. It is consistent with and documents our current practices regarding our School Resource Officer at Tye Educational Complex and Chinook Middle School. This Agreement does not commit the City to any additional staffing or enhancement of services at the schools. The term of the Agreement is through June 30, 2013 and allows for early termination of the contract with 60 days written notice. In the event of early termination, the City must return to the School District \$5,250 (1/10 of \$52,500) for each full month remaining in the 2012-2013 school year.

RECOMMENDATION(S):

It is recommended that the City Council pass this Motion.

FISCAL IMPACT:

This Agreement would result in compensation of \$52,500 by the School District to the general fund. The City's 2013-2014 biennial budget is being prepared with the City bearing the remainder of the full cost of a SRO for the 2012-2013 fiscal year, as has been the practice.

ALTERNATIVE(S):

1. Do not pass this Motion, forego the additional revenue and continue providing a School Resource Officer, fully funded by the City.
2. Do not pass this Motion and consider removing or limiting the services of the School Resource Officer for Tyee High School and Chinook Middle School.

ATTACHMENTS:

1. Proposed Agreement Between Highline School District and City of SeaTac for a School Resource Officer.

**AGREEMENT BETWEEN
HIGHLINE PUBLIC SCHOOLS
AND
CITY OF SEATAC
FOR A SCHOOL RESOURCE OFFICER**

This AGREEMENT, made and entered into this __ of _____, 2012 by and between Highline Public Schools (hereinafter referred to as School District) and the City of SeaTac (hereinafter referred to as City).

WHEREAS, the School District and the City agree that it is in the best interest of both parties to assign one School Resource Officer to the Tye Educational Complex and Chinook Middle School Campus; and

WHEREAS, the City contracts with the King County Sheriff's Office for police services and for a School Resource Officer in its contract; and

WHEREAS, the School District and the City have agreed to jointly fund the cost of a School Resource Officer;

NOW, THEREFORE, on the basis of the foregoing premises and in consideration of the mutual undertakings of the parties herein, it is mutually agreed as follows:

1. Scope of Services. The City of SeaTac Police Department (hereinafter referred to as Department) will assign one regularly employed SeaTac police officer to serve as a School Resource Officer (hereinafter referred to as SRO). This SRO will provide a uniformed presence on the Tye Education Complex and the Chinook Middle School Campus to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. The SRO will patrol his/her assigned campus and surrounding areas in order to identify, investigate, deter, and prevent crime, especially those incidences involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators and neighborhood residents with information, support, and problem-solving mediation and facilitation.
2. Duration. This Agreement shall be in full force and effect for a period commencing the date of this agreement and ending June 30, 2013 unless sooner terminated under the provisions hereinafter specified. This Agreement covers the 2012-2013 School Year.
3. Compensation. The City currently contracts with the King County Sheriff's Office for a SRO on an annual basis. The City will invoice the School District for their full \$52,500 share sometime after October 1, 2012 and before December 31, 2012. The School District agrees to pay the \$52,500 within sixty (60) days of invoice and to provide facilities, as set forth in Section 11 of this

Agreement, for the SRO. The City agrees to pay the balance of the full cost of the SRO. The following chart indicates the cost sharing between the City and the School District for the SRO:

	Annual Cost
City of SeaTac Share	\$119,945
Highline Public Schools Share	\$52,500
Total for SRO	\$172,445

4. Employee Status. The SRO shall at all times remain an employee of the King County Sheriff's Office, as contracted by the City, and shall not be an employee of the School District. The SRO shall remain responsive to the supervision and chain of command of the Sheriff's Office, which shall be responsible for their hiring, training, discipline, and dismissal. Any allegations of improper conduct by a SRO will be referred to the SRO's immediate supervisor or directly to the SeaTac Chief of Police.

Both parties understand and agree that the School District retains its legal responsibility for the safety and security of the school district, its employees, students, and property; and this Agreement does not alter that responsibility.

5. Scheduling. Each SRO will be assigned to a school on a full-time, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SRO's while school is in session will be determined by mutual agreement of the School District administration, the SRO, and the SRO's Department supervisor.

Overtime hours for the SRO that relate to regular law enforcement duties or that reasonably relate to SRO duties must be authorized and approved by their Department supervisor prior to the performance of overtime work and will be paid in accordance with established Department procedures.

Nothing in this Agreement prevents the School District from continuing its practice of hiring off-duty police officers to provide security at sporting events or other special events. The terms of this Agreement do not cover off-duty police officers hired for these purposes.

6. Reporting. The Department shall furnish a monthly report to the School District detailing activities performed by the SRO's at their respective schools.
7. SRO currently at the Tyee Educational Complex and Chinook Middle School Campus. At the time of execution of this Agreement, there is a SRO funded by the City assigned to the Tyee Educational Complex and Chinook Middle School Campus who shall remain in that assignment unless replaced in accordance with Section 9 of this Agreement. In the event that the officer

currently serving as the SRO is reassigned, replaced, or otherwise is unable to serve as the SRO, the selection of a replacement SRO will be in accordance with Section 8 of this Agreement.

8. Selection of SRO. Selection and appointment of a replacement SRO will be made in cooperation with the School District and the Department. Requirements for the SRO assignment include:

- The SRO must volunteer for the assignment. The SRO must have a minimum of two years of police service and have an Associate (or higher) Degree or the equivalent in credit hours.
- The SRO must have an expressed desire and ability to engage in direct daily activity with students, school staff, parents, and the public. The SRO must convey a positive police presence on the school campus and community.
- The SRO must be highly motivated, productive, demonstrate high levels of self-initiative and innovation, and be able to work well with minimum supervision. The SRO must be in good physical condition and present and maintain an excellent uniform appearance.
- The SRO must have the ability to be a positive resource to the school staff, students, parents, and residence in the surrounding neighborhoods.
- The SRO's education, background, experience, interest level, and communication skills must be of such a caliber that the SRO can effectively and accurately be a resource, liaison, and mentor at the schools he/she serves.
- The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.

The School District and the City may jointly interview, evaluate, and recommend the nominees for the SRO position, with the final selection of the SRO to be made by the SeaTac Chief of Police.

In the event of the resignations, dismissal, or long-term absence (more than 30 days) of the SRO, the Department shall provide a replacement within thirty (30) school days of the notification of the absence. In the interim, existing resources will be scheduled to provide partial coverage to all sites.

9. Replacement of SRO. In the event the Principal of the school to which the SRO is assigned has cause to believe that the particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District and the Department that the SRO be removed from the program.

To initiate the replacement of the SRO, the Principal will recommend to the School District Superintendent that the SRO be replaced, stating the reason in writing. Within a reasonable

period of time after receiving the recommendation, the School District Superintendent or his/her designee will meet with the SeaTac Chief of Police or his/her designee, to mediate or resolve the problem that may exist. If the problem cannot be resolved or mediated, and just cause exists, in the opinion of both the School District Superintendent and the SeaTac Chief of Police, or their designees, the SRO will be removed from the program at the school and a replacement SRO will be selected within thirty (30) days in accordance with this Agreement. In the event of the removal of an SRO, replacement shall occur in accordance with Section 8 of this Agreement.

10. SRO Duties. The duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform, including firearm, with civilian attire being worn on such occasions as may be mutually agreed upon by the Principal and the SRO.
- Establish and maintain a working rapport with the school administrator and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking to classes on the law, search and seizure, drugs, motor vehicle law, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of law, will determine whether law enforcement action is appropriate.
- Investigate crimes or other school-related incidences on campus and in the surrounding neighborhoods, making arrests when appropriate, and making the necessary notifications to parents, school staff, and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them resolve disputes in a non-violent manner.
- Participate in school staff meetings, PTA presentations, and other parent involvement programs.
- Maintain an activity log, to include all SRO activities such as meetings, conferences, extracurricular events, arrests, investigations, training, and any other items or occurrences which are required by the school or Department supervisor.
- Provide a monthly report to the Department supervisor and Principal.
- Perform other duties as mutually agreed upon by the Principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this

Agreement and is consistent with Federal and State law, local ordinances, Department and School District policies, procedures, rules, and regulations.

11. Facilities to be provided by the School District. The School District will provide the following facilities for the SRO:

- A private office within the assigned school that is properly lighted, with a telephone, to be used by the SRO for general office purposes.
- A 4-drawer locking cabinet, desk, chair, and reasonable office supplies.
- A police parking space at the designed school.

12. Notices.

The point of contact for the City is:

Chief James Graddon

SeaTac Police Department

4800 South 188th Street

SeaTac, WA 98188

Telephone: (206) 973-4901

The point of contact for the School District is:

Assistant Superintendent

Highline Public Schools

15675 Ambaum Boulevard Southwest

Burien, WA 98166

Telephone: (206) 433-2505

13. Indemnity. The City will protect, defend, indemnify, and hold harmless the School District, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers, employees, or agents. The School District will protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from negligent acts or omissions of the School District, its officers, employees, or agents.

14. Amendments. This Agreement expresses the entire agreement of the parties and may not be altered or modified in any way unless such modifications are reduced to writing, signed by both parties, and affixed to the original Agreement.
15. Termination. Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party. In the event of termination of this Agreement prior to June 30, 2013, the City will refund the School District an amount of \$5,250 (1/10 of \$52,500) for each full calendar month remaining in the 2012-2013 school year at the time of termination of this Agreement.

DATED this _____ day of _____, 2012

HIGHLINE PUBLIC SCHOOLS

CITY OF SEATAC

By: _____

By _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

City Attorney