

**Interlocal Agreement by and Between
the City of Mukilteo, Sound Transit, Port of South Whidbey and Island
County Regarding Conducting a Feasibility Study for Constructing a
New Parking Garage(s) in the City of Mukilteo**

THIS AGREEMENT: The Parties to this Agreement are the City of Mukilteo, a Washington municipal corporation (hereafter “City”), the Central Puget Sound Regional Transit Authority, a regional transit authority under the laws of State of Washington (hereafter “Sound Transit”), Port of South Whidbey, a Port District within Island County (hereafter “Port”) and Island County, a political subdivision of the State of Washington (hereafter “the County”) and may be individually referred to as “Party” and collectively referred to as “the Parties.” The Parties are located in and exist under the laws of the State of Washington.

WHEREAS, the City of Mukilteo sits on the shores of Possession Sound and is home to the Mukilteo/Clinton Ferry terminal and Mukilteo Sounder Commuter Rail Station; and

WHEREAS, Washington State Ferries (WSF), Port of Everett, Sound Transit, Department of Defense/US Air Force, National Oceanic and Atmospheric Administration (NOAA), City of Mukilteo, Island County and others have been meeting regularly over the past five years in connection with an Environmental Impact Statement to relocate the Mukilteo/Clinton Ferry Terminal facilities and establish a smooth transition for the transfer and development of the Mukilteo Tank Farm property; and

WHEREAS, the Mukilteo Tank Farm was transferred from the Federal Government to the Port of Everett in October of 2013; and

WHEREAS, the Mukilteo Multimodal Project includes construction of a new ferry terminal and transit center that connects to the Mukilteo Sounder Commuter Rail Station; and

WHEREAS, Sound Transit runs four daily commuter train round-trips between Everett and Seattle with stops at a single platform in Mukilteo. A “south platform and pedestrian bridge” expansion project is currently under construction and is expected to be opened late spring of 2015; and

WHEREAS, in 2008, Puget Sound voters approved a transit tax that would be used by Sound Transit for high capacity transit projects that provide an alternative to rising gas prices and greenhouse gas emissions. One of Sound Transit’s listed projects includes the possibility of funding one or more transit system access projects for the Mukilteo Sounder Commuter Rail Station; and

WHEREAS, in addition to the parking needs of Sound Transit patrons, there is a high demand for overnight commuter parking spaces, parking for daytime reverse

commuters, both daytime and overnight parking to promote Island County tourism, as well as additional parking to support local businesses in the Downtown Business District; and

WHEREAS, Sound Transit, the Port, the County and the City all desire to have a feasibility study prepared to determine the need, size, and potential location for a Mukilteo Parking Garage; and

WHEREAS, the agencies have agreed to work together to fund a joint feasibility study that comprehensively addresses the parking demand on the Mukilteo waterfront.

NOW, THEREFORE, the Parties agree:

1. AUTHORITY AND PURPOSE

- A) Authority. This Interlocal Agreement (hereafter “Agreement”) is entered into pursuant to chapter 39.34 RCW (Interlocal Cooperation Act).
- B) Purpose. The purpose of this Agreement is to create a binding contract between the Parties with respect to funding a Parking Garage Feasibility Study.

2. PROJECT DESCRIPTION

Part of Mukilteo’s long range vision for the waterfront is to create a pedestrian-friendly and inviting place to visit while balancing waterfront access with parking demand. This vision includes the development and operation of a parking garage within walking distance to high demand areas such as the Sounder station, ferry terminal, businesses and Lighthouse Park. The Parties have agreed to conduct a feasibility study to help identify which location(s) may be appropriate for construction of a new parking garage.

The City has prepared a Request for Qualifications (hereafter “RFQ”) requesting qualified parking facility design consultant firms to assist in determining the feasibility of constructing and operating a new parking garage in Mukilteo (Appendix A). The purpose of the study is to identify the location(s), costs, and constructability of a future shared use parking garage in downtown Mukilteo. Users of the garage could include Sound Transit riders, Whidbey Island day and overnight commuters, park users, business patrons, Downtown Business District employees, and Washington State Ferries employees (Mukilteo Tank Farm site only). Appendix B includes a copy of the City’s standard consultant contract.

3. DURATION

This Agreement shall become effective upon execution by the Parties and recording with the Snohomish County Auditor, and shall remain in effect until the work described below is completed.

4. CITY RESPONSIBILITY

The City of Mukilteo is the Project Manager for the Parking Garage Feasibility Study. As the project lead, the City has the following responsibilities:

- A) **Parking Garage Statement of Qualifications:** The City shall prepare and issue an RFQ to consultants interested in conducting the Mukilteo Parking Garage Feasibility Study. Upon receipt of the statements of qualifications (hereafter "SOQ"s), the City will shortlist, interview, and enter into a consultant contract with the jointly selected firm to conduct the Parking Garage Feasibility Study. The consultant contract, the form of which is attached (Appendix B), shall include a scope of work approved by the City and the Parties.
- B) **Parking Garage Feasibility Study:** The City shall manage the consultant contract according to standard City practices. Work under this element includes managing the project schedule, payment of invoices, and review and approval of work products. Work products shall be distributed to the Parties and the Parties given the opportunity to review and comment on the materials. Timelines for work product turn around shall be discussed and assigned with each distribution.
- C) **Invoices:** The City shall provide a monthly tally sheet of the fund balance, expenditures, and completed tasks to the Parties.
- D) **Open Houses/Public Meetings:** The City shall host any and all public meetings held on the Parking Garage Feasibility Study.
- E) **Draft & Final Report:** The City shall distribute the draft and final report to the Parties for review and comment. Each agency shall determine their adoption process for the final document.

5. SUPPORT STAFF, MEETINGS, REVIEW, AND PAYMENT

The Parties shall provide the staff support necessary to conduct the feasibility study in a timely manner. Work shall include:

- A) **Staff Support:** Each Party shall appoint a staff person as their representative throughout the duration of the feasibility study.
- B) **SOQ Process:** The Parties shall participate in the parking garage SOQ review, interview, consultant selection, and finalization of the scope of work in a process outlined by the City.
- C) **Feasibility Study:** The Parties shall attend and participate in meetings, open houses, or public hearings held on the feasibility study. Review and comments on work product materials shall be provided within the timeline provided by the City's Project Manager.
- D) **Draft & Final Report:** The Parties shall review and provide comments on

both the draft and final report. Each agency shall determine their adoption process for the final document.

- E) Sound Transit will pay the City for 74% of the cost of the study, up to a not to exceed amount of \$35,000, within 30 days of its receipt of a fully documented invoice showing Sound Transit's share of amounts expended by the City to the feasibility study contractor. Invoices must be sent to Sound Transit, Attn: Accounts Payable, 401 S. Jackson Street, Seattle, Washington 98104. The City will not invoice more than once per month.
- F) Port of South Whidbey will pay the City for 21% of the cost of the study, up to a not to exceed amount of \$10,000, within 30 days of its receipt of a fully executed ILA between all of the parties
- G) Island County will pay the City for 5% of the cost of the study, up to a not to exceed amount of \$2,500, within 30 days of its receipt of a fully executed ILA between all of the parties.

6. INDEMNIFICATION

Each Party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents, and shall indemnify and hold the other Parties harmless from claims resulting from that party's acts or omissions. No Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a Party to this Agreement.

7. INSURANCE

- A) The City shall require the consultant performing the work to maintain Commercial General Liability Insurance, Commercial Automobile Insurance, and Workers Compensation insurance.
- B) The City shall require the consultant performing the work to be solely and completely responsible for safety and safety conditions at the job site, including the safety of all persons and property during performance of the work. The consultant shall be required to comply with all applicable City and State regulations, ordinances, orders, and codes regarding safety.

8. TERMINATION

If a Party fails to comply with any material provision of this Agreement, the other Parties may terminate this Agreement, in whole or in part, for default upon 30 days written notice to the defaulting party. Any extra costs, expenses or damages incurred by the non-defaulting party as a result of the termination for default shall be borne exclusively by the Party in default. The rights and remedies of this provision are in addition to any other rights or remedies provided to the non-defaulting party by law or under this Agreement. Any termination of this Agreement for default shall not relieve the defaulting party of any obligation, which may arise out of work already performed prior to such termination.

9. PROJECT RECORDS

During the progress of the contract and for the period specified by the applicable records retention laws, all records pertaining to the Project and accounting shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to this Agreement and the Project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the specified retention period.

10. DISPUTE RESOLUTION

If a dispute arises between the Parties, the Parties agree that they will attempt to resolve the issues through mutual negotiation. In the event that the Parties are not able to reach an agreement through such negotiation, the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be attempted prior to the institution of any lawsuit arising under the Agreement. The Parties agree to share the cost of mediation equally. Venue for any lawsuit arising under this Agreement shall be Snohomish County Superior Court.

11. CHANGES AND MODIFICATIONS

A Party may request changes, amendments, or additions to any portion of this Agreement; however, no such changes, amendments, or addition to any portion of this Agreement shall be valid or binding upon either Party unless it is in writing and executed by all Parties. All amendments shall be attached to and made part of this Agreement.

12. NOTICES AND CONTACTS

A) Unless otherwise directed in writing, notices, reports, invoices and payments shall be delivered to each party as follows:

Notices mailed by either Party shall be deemed effective on the date mailed. Either Party may change its address for receipt of reports, notices, invoices, or payments and/or designation of Project Manager by giving the other written notice of not less than seven days prior to the effective date.

B) Staff contact for each Party is as follows:

City of Mukilteo
Patricia Love
Director of Community Development
11930 Cyrus Way
Mukilteo, WA 98275
425-263-8041
plove@ci.mukilteo.wa.us

Sound Transit
Ken Lee
Project Manager
401 S. Jackson Street
Seattle, WA 98104
206-398-5000
Ken.lee@soundtransit.org

Sound Transit
Attn: Accounts Payable
401 S. Jackson Street
Seattle, WA 98104
206-398-5000
accountspayable@soundtransit.org

Port of South Whidbey
Angi Mozer
Interim Executive Director
1804 Scott Road, Suite 101
Freeland WA 98249
portfinance@portofsouthwhidbey.com

Island County
Island County Public Works
Doug Cox
Transportation Planner
P.O. Box 5000
Coupeville, WA 98239
360-678-7959
d.cox@co.island.wa.us

13. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written, which is not incorporated herein is expressly excluded.

14. SEVERABILITY

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any Party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

CITY OF MUKILTEO

Jennifer Gregerson
Mayor *Jennifer Gregerson*

Date: 6-1-15

APPROVED AS TO FORM

Angela G. Summerfield
Attorney for City of Mukilteo
Angela G. Summerfield

Date: 5/28/15

ISLAND COUNTY

Helen Price Johnson, Chair
Island County Commissioner

Date: *[Signature]*
07/21/15

APPROVED AS TO FORM

Daniel B. Mitchell
Daniel B. Mitchell
Attorney for Island County

Date: 7/8/15

SOUND TRANSIT

Eric Beckman,
Deputy Executive Director
Business and Construction
Services *[Signature]* for Eric Beckman

Date: 6-24-2015

APPROVED AS TO FORM

Jordan Wagner
Senior Legal Counsel

[Signature]
Date: 6/23/15

PORT OF SOUTH WHIDBEY

Curt Gordon
President; Port Commission

[Signature]
Date: 7/6/2015

APPROVED AS TO FORM

Name
Attorney for Port of South
Whidbey *[Signature]* N/A

Date: _____



CITY OF
MUKILTEO

*Planning and Community
Development Department*

Appendix A

REQUEST FOR STATEMENTS OF QUALIFICATIONS
For Professional Consulting Services Related to Preparing a
Feasibility Study for a Joint Use Parking Study

Deadline: TBD

Purpose:

As part of a joint project with Sound Transit and Island County, the City of Mukilteo is seeking Statements of Qualifications (SOQ) from qualified parking facility design consultant firms to assist the City and our partners in determining the feasibility of constructing a new parking garage(s) or lots in Mukilteo. The purpose of the study is to identify the location(s), costs, and constructability of a future shared use parking garage or lots in downtown Mukilteo. Users could include Sound Transit riders, Whidbey Island day and overnight commuters, park users, Business patrons, Downtown Business District employee parking, and Washington State Ferries employee parking (Mukilteo tank farm site only). The preferred consultant will demonstrate extensive experience in the siting, design, and cost evaluation of parking structures in the Pacific Northwest region.

Background:

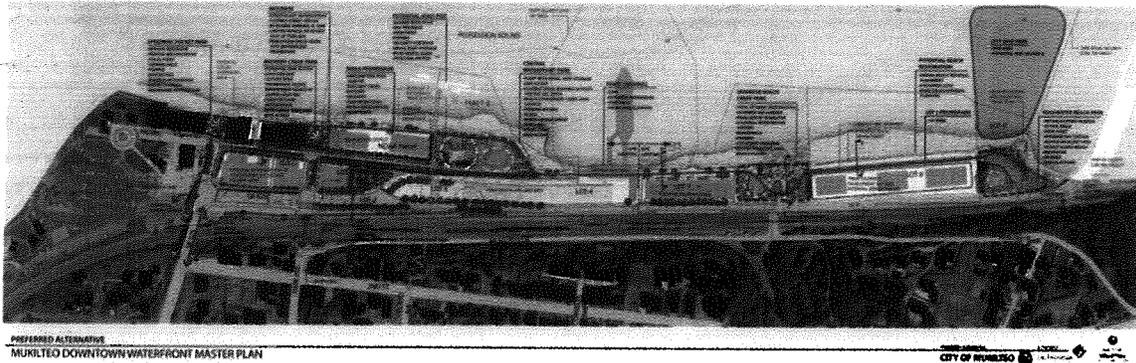
The City of Mukilteo sits on the shores of Possession Sound and is home to the Mukilteo / Clinton Ferry terminal and Mukilteo Sounder Train Station. In addition to the ferry terminal and Sounder Station, this busy waterfront includes: Lighthouse Park & Light Station, Losvar Condominiums, restaurants, a hotel, NOAA facilities, the recently transferred Tank Farm site, Edgewater Beach Park and the Port of Everett Barge Rail Facility. Lighthouse Park alone brings over 750,000 visitors a year to downtown Mukilteo. All of these uses attract daily visitors who compete for the limited amount of available parking.

Washington State Ferries:

Washington State Ferries (WSF), Port of Everett, Sound Transit, Department of Defense / US Air Force, National Oceanic and Atmospheric Administration (NOAA), City of Mukilteo, Island County and others have been meeting regularly over the past five years to issue an Environmental Impact Statement to relocate the Mukilteo / Clinton Ferry Terminal facilities and establish a smooth transition for the transfer and development of the Mukilteo Tank Farm property. This transfer occurred in October 2013. The Mukilteo Multimodal Project includes moving the Mukilteo Ferry Terminal facility eastward from its existing location to the "Modified Elliot Point 2 Alternative" as described in the Mukilteo Multimodal Project Final Environmental Impact Statement issued June 7, 2013. The shoreline permit for this relocation has been approved by the City of Mukilteo and

Park Users & Business Community:

Along with the adoption of the Mukilteo Multimodal Project EIS, WSF Shoreline Permit approval, and construction of the final phase of the Sounder Station, the City of Mukilteo is currently working on a Downtown Waterfront Master Plan that integrates the public and private spaces into a single plan illustrating a cohesive future of Mukilteo's waterfront. The City is approximately halfway through this planning process and has identified a preferred alternative; however this plan has yet to be developed. The Downtown Waterfront Master Plan preferred alternative is shown in this SOQ for information sake and is subject to change.



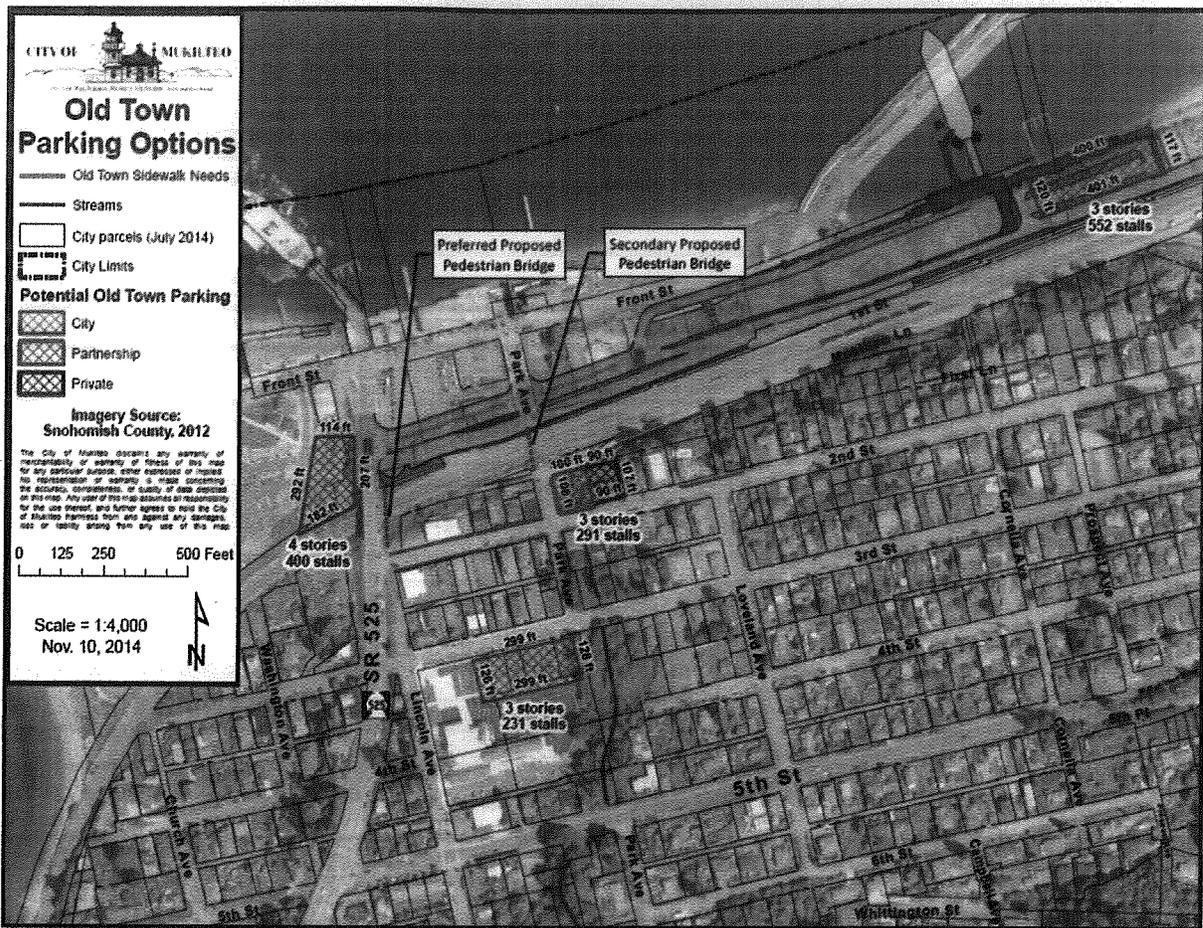
Scope of Project:

All of the users noted above create a high demand for parking along Mukilteo's waterfront. Part of Mukilteo's long range vision for the waterfront is to create a pedestrian friendly and inviting place to visit while balancing waterfront access with parking demand. This vision includes the development and operation of a parking garage / lot within walking distance to high demand areas such as the Sounder Station, ferry terminal, businesses and Lighthouse House Park.

The City and our partners have pre-selected several sites within the City that could be used for a potential parking facility. While several sites have been pre-selected for evaluation, the consultant team should consider other locations that may be just as viable.

The pre-selected parking sites include:

- 1) Transit Center on the Tank Farm,
- 2) Lighthouse Park Commuter Parking Lot,
- 3) Public Works Facility on 2nd Street & Park Avenue,
- 4) Lower Rosehill Parking Lot, and
- 5) The Berry Webber Park & Ride Lot with shuttle service to the Multimodal Facility.



The information gathered from the study will be used to help the project partners identify which location(s) may be appropriate for construction of a new parking garage(s) / lots. The City anticipates that the feasibility study will need to address:

Size: Prepare a needs assessment matrix and sizing model based on the number of parking stalls needed by local businesses, Lighthouse Park users, Washington State Ferries, Island County Commuters, Port of South Whidbey, and any others identified through the initial sizing and parking stall turn over analysis. Sound Transit completed a Station Access Study in September 2012, which identifies the parking need for Sounder patrons and is recommended to be used as reference for this analysis. It is anticipated that the selected consultant team would gather this information through a series of interviews or joint meetings with various interest groups.

Location: Using the pre-selected site map as a starting point at least six sites shall be initially selected for consideration then narrow those sites down to three to be included in the final analysis. On the three selected alternatives, a parking footprint shall be drawn to scale on aerial maps to show the impact to adjacent properties and a preliminary traffic flow pattern that evaluates neighborhood impacts. The analysis shall also include a typical floor plan with an estimated number of parking spaces that can be provided per floor based on the parking garage footprint and zoning by location. As part of the location analysis, any and all property encumbrances such as easements, covenants and restrictions shall be identified and included in the site priority and selection process.

Massing Diagrams: Prepare 3D block renderings or other visual aids that replicates the approximate massing of the proposed parking structures at each site that meet current zoning and bulk dimensions including: height, setbacks, bulk, and scale. This is not a design exercise, but a basic site analysis that should address massing, potential ingress/egress, and circulation. Mukilteo Municipal Code 17.20 contains the bulk Downtown Business District bulk regulations and 17.25A contains the design standards for the DB district. Mukilteo Municipal Code Chapter 17B contains the City's Shoreline regulations.

Cost Recovery Analysis & Funding Opportunities: Neither the City nor our partners are in the parking garage / lot business, therefore the selected consultant will need to identify creative strategies to fund and operate the parking facility. This overall funding strategy must be flexible enough so that it can be applied to any of the selected sites. The funding strategy should include a pricing strategy, demand assumptions, over sell assumptions, operating expenses, escalation factors, public/private partnerships, bonding, potential tax revenue, and/or other successful funding strategies known by the consultant to make the parking garage economically feasible. The pricing strategy should consider Sound Transits current policy of not charging Sounder commuters for parking.

Cost / Benefit Analysis: Based on the information gathered during the site analysis phase of the project, a preliminary cost estimate for each parking site shall be prepared. This cost estimate shall be used to determine a cost-benefit factor of building a parking garage / lot at each of the sites. The final study shall include a ranking of sites for future construction based on the combined factors of cost / benefit, number of stalls and zoning compatibility.

Operations: While the City and our partners will be working together to identify the size and best location for the parking facility, it is anticipated that the City would be responsible for the long term operations and management of the facility. The feasibility plan needs to include a comparison analysis of the pro's and con's of operating and maintaining the facility with City resources or by out sourcing to a private company. This analysis should address long term labor costs including staffing, enforcement, and property / facility maintenance.

Comparison Matrix: A matrix shall be prepared that compares the constructability factors of each site which includes: minimum number of parking spaces, private property impacts, adjacent land uses, level of permitting difficulty, potential access points, cost factors, and some type of ranking or prioritization scale.

Recommendations: A conclusion and recommendations on next steps to move the project forward should be included in the final report including but not limited to: identifying level of effort needed to successfully implement a parking garage program and estimated costs for design, permitting, environmental, land acquisition and construction phases. Include as an element to the report, an all-inclusive cost per stall estimate for the garage alternatives.

Consultant Qualifications & Selection Process:

Consultants are encouraged to identify additional evaluation factors as part of their proposals to demonstrate their experience and approach to the feasibility study. At a

minimum, consultants must demonstrate competence and qualifications related to the services performed and will be selected for interviews based upon:

- Preparing parking garage feasibility studies that identify appropriate garage sites, footprints, structure massing, and stall count based on parking space demand and local zoning regulations; (20 points)
- Evaluating benefits and shortcomings of various site alternatives; (20 points)
- Preparing cost-benefit ratios for site selection; (20 points)
- Being able to facilitate contentious public meetings; (10 points)
- Preparing graphic designs; (10 points)
- Finding balanced solutions to competing interests; (10 points) and
- Working with community advisory committees, commissions, boards, and City Council's; (5 points)
- Ability to respond to unexpected as well as regularly scheduled requests for services with minimal delay. (5 points)

It is the City's intent to invite 2 to 3 firms to an oral interview on the project. The oral interview will be a panel comprised of members from the City and our project partners. Interview times will be selected randomly; if selected for an interview you will need to work within the times provided as the interview day will not be rescheduled. If you cannot make the interview day, it may result in disqualification from further consideration.

Budget:

The City anticipates that this process will cost approximately \$50,000.

Procedures for Submittal:

Proposals must be delivered no later than 4:30 pm on _____, January XX, 2015. All proposals received after that time will be disregarded and not included in the initial proposal review. All proposals shall be submitted to:

Patricia Love
 Community Development Director
 City of Mukilteo
 11930 Cyrus Way
 Mukilteo, WA 98275

Consultants shall submit a total of five (5) copies of their proposals in a sealed envelope, addressed as noted above. Proposals shall be limited to 20 pages including the cover page (or 10 pages double sided) with a minimum font size of 12. All proposals shall address the following items listed below in the order specified:

Proposal Outline

Section	Title	Discussion Highlights
Section 1:	Cover Page / Proposal Summary	Project highlights, key features and experience.
Section 2:	Team	Team profile, key staff, and organization chart
Section 3:	Qualifications	Description of how the team meets the consultant qualifications noted in this SOQ.

Section 4	Innovations	Provide technical or procedural innovations that have been used successfully on other similar type projects.
Section 5	Resumes	Provide resumes of key staff assigned to the project

Responses to this SOQ become the exclusive property of the City of Mukilteo. All responses to the SOQ become a matter of public record and shall be regarded public records with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as “confidential”, “trade secret” or “proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal not clearly marked or if disclosure is required under the Public Records Act. Any proposal which contains language purposing to render all or significant portions of the proposals as “confidential”, “trade secret” or “proprietary” shall be regarded as non-responsive.

Agreement for Services:

The selected consultant(s) will be expected to enter into a standard Professional Services Agreement. Insurance requirements are included in that agreement.

The City reserves the right to reject all proposals and cancel the project at any time.

Schedule

Date	Task
	Deadline for SOQ submittals
	Selection of firms to interview
	Interviews and reference checks
	Select winning firm and prepare contracts with scope of work and fee schedule
	City Council award of contract

The above noted schedule is tentative and may be changed based on the number of proposals submitted.

Inquiries:

Direct all inquiries regarding this request for services to Patricia Love, Community Development Director at 425-263-8041.

Appendix B:

CITY OF MUKILTEO CONSULTANT AGREEMENT	
<p>This agreement is entered into for the provision of CONSULTANT services to the City of Mukilteo for the following Project:</p> <p>Project Title: Parking Garage Feasibility Study Contract - \$50,000.00</p> <p>Work Description: See Attachment A - Scope of Work and Level of Effort</p>	
Parties to the Agreement	
CONSULTANT:	City:
	<p>City of Mukilteo 11930 Cyrus Way Mukilteo, WA 98275</p>
<p>Project Manager: Phone: Fax: E-mail:</p>	<p>Project Manager: Patricia Love, Director of Community Development Phone: (425) 263-8041 Fax: (425) 290-1009</p>
<p>Type of Agreement (Check One): <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Time and Expense, Not to Exceed a Maximum Amount</p>	<p>Original Contract Time: <input type="checkbox"/> ___ Calendar Days <input checked="" type="checkbox"/> Completion on or before</p>
<p>Original Agreement Amount: Actual Cost \$ <u>50,000.00</u> Allowance \$ _____ Total <u>\$50,000.00</u> Not to exceed</p>	<p><input type="checkbox"/> Federal Funding Requirements Apply <input type="checkbox"/> State Funding Requirements Apply <input checked="" type="checkbox"/> N/A</p>

CITY OF MUKILTEO

CONSULTANT AGREEMENT

THIS AGREEMENT is entered into on **January __, 2015** between the City of Mukilteo, Washington, hereinafter called "the CITY", and , a Corporation organized under the Laws of ? and licensed to do business in Washington, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced study;
and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT represents that it is in compliance with Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting Services to the City

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows

I. GENERAL DESCRIPTION OF WORK.

The work under this agreement shall consist of the above-described work and services as herein defined and necessary to accomplish the completed work for this study. The CONSULTANT shall furnish all services, labor, materials and related equipment necessary to conduct and complete the work as designated elsewhere in the agreement, except for services and data agreed to be provided by the City.

II. SCOPE OF WORK

The Scope of Work for this project is detailed in Attachment A - Scope of Work & Schedule, attached hereto and made part of this agreement.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this agreement with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall provide a progress report on interim findings upon the completion of each task as described in Attachment A - Scope of Work & Schedule, in a form approved by the CITY that will outline in written and graphical form the various tasks and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT shall provide a draft of the final report as described in Attachment A – Scope of Work & Schedule, in a form approved by the CITY. The CONSULTANT shall then provide a final version of the final report after receiving the CITY’s comments on the draft report.

All reports, materials, and other data furnished to the CONSULTANT by the CITY shall be returned. All project documents and other work products prepared by the CONSULTANT prior to completion or termination of the agreement are instruments of service for this project and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this project, shall be without liability or legal exposure to the CONSULTANT.

IV. TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under this agreement until authorized in writing by the CITY. All work under this agreement shall be completed by the date shown in the heading of this agreement under completion date.

The established completion time shall not be extended because of delays attributable to the CONSULTANT, but may be extended by the CITY in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion time.

The CONSULTANT will complete all work and submit all deliverables required by this agreement by the completion date.

V. PAYMENT

The CONSULTANT will be paid by the CITY for completed work and services rendered under this agreement as set forth below, based upon the type of agreement as shown in the header to this agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Attachment A - Scope of Work & Schedule.

A summary of the CONSULTANT’s cost break down, or lump sum cost if applicable, by work task is included in Attachment B - Level of Effort & Fee Schedule, attached hereto, including the computation of overhead costs and fixed fee if applicable.

Billings and Payment Processing

The CONSULTANT shall be entitled to invoice the CITY once per calendar month during the term of the contract. Multiple invoices in one monthly period will not be

honored. Invoices shall be inclusive of all work performed on this project and separate invoices on a task basis will be considered as multiple invoices.

Invoices shall detail the work performed or services rendered on a task basis as established in Attachment A - Scope of Work & Schedule and Attachment B - Level of Effort & Fee Schedule, if applicable, attached hereto.

Invoices shall be accompanied by a progress report on interim findings as required under Section III, General Requirements, covering the period for which the invoice is submitted.

The CITY will pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In the event of such a dispute, the CITY will pay the amount not in dispute and will withhold payment on all disputed amounts until such dispute(s) are resolved by the parties.

All costs associated to complete the services defined in Attachment A – Scope of Work & Schedule and Attachment B – Level of Effort & Fee Schedule, if applicable, are included in the “Original Agreement Amount” listed in the heading of this agreement.

Monthly Progress Payments

Payments will be made upon completion of the work and City’s acceptance, as defined in Attachment A – Scope of Work & Schedule, Attachment B – Level of Effort & Fee Schedule, if applicable. The cumulative total of the monthly progress payments shall not exceed 90% (\$26,200.75) of the “Original Agreement Amount” listed in the heading of this agreement.

Maximum Total Amount Payable

The Maximum Total Amount Payable, by the City to the CONSULTANT under this agreement, shall not exceed the amount shown in the heading of this agreement under “Original Agreement Amount”. The Maximum Total Amount may be adjusted by any mutually agreed change orders – see Section X – “Changes in Work”.

Final Payment

A final payment of 10% of the Maximum Total Payment Amount Payable due the CONSULTANT will be made promptly upon verification by the CITY after the completion of the work under this agreement, contingent upon receipt of all reports, and other related documents which are required to be furnished under this agreement. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT agrees to refund such overpayment to the CITY within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the CITY of overpayment.

Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment the cost records and accounts pertaining to this agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

VI. SUBCONTRACTING

The CONSULTANT shall not subcontract for the performance of any work under this agreement without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and Subconsultant, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the CITY shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided on behalf of the CONSULTANT to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT (or to any employee of the CONSULTANT), any sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the City, except regularly retired employees, without written consent of the CITY.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with applicable Regulations relative to nondiscrimination, and the American Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by applicable Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.

- D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.
- E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the agreement, in whole or in part. ;
- F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment unless exempt by the applicable Regulations. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
- G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

IX TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT.

In the event that this agreement is terminated by the City other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as set forth below:

A final payment will be made to the CONSULTANT for all hours worked and all reimbursable expenses incurred prior to the effective date of the termination, provided, that in no event shall such payment exceed the same percentage of the Maximum Agreement Amount set forth on page 1 as the work completed at the time of termination is to the total work required for the project. In addition, the CONSULTANT will be paid for any authorized extra work completed.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for fault on the part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to: The actual cost incurred by the CONSULTANT in performing the work up to the date of termination; the amount of work originally required which was satisfactorily completed to date of termination; whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required, and; the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this agreement.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this agreement, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the agreement between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this agreement, payment shall be made as set forth in the second paragraph of this section.

The CONSULTANT understands that the personnel assigned to this project by the CONSULTANT were a substantial inducement to the CITY to enter into this Agreement. A list of the key personnel assigned to the project by the CONSULTANT at the outset of this Agreement is included in Attachment B – Level of Effort & Fee Schedule. In the event that any or all of the said personnel leave the CONSULTANT's employ for any reason during the term of this Agreement, the CITY reserves the right, in its sole discretion, to terminate this Agreement in its entirety. In the event of such termination, payment shall be made to the CONSULTANT for services satisfactorily rendered prior to the date of such termination as set forth in the second paragraph of this section. The CITY's decision to allow other personnel of the CONSULTANT to perform some further services after any or all of said key personnel leave the CONSULTANT's employ shall not constitute a waiver of the CITY's right to terminate if, upon review of such further services the CITY determines, in its sole discretion, that the loss of such key personnel has affected the quality or value of such services to the CITY, provided, that such further services shall be paid for by the CITY as provided in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of this agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK.

The CONSULTANT shall make such changes and revisions in the completed work of this agreement as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work, or parts thereof, changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section XIV.

Should the CITY find it desirable for its own purposes to modify portions of the agreed upon scope of work, the CITY shall inform the CONSULTANT of such change(s). If the CITY deletes portions of the agreed upon scope of work, the contract amount will be adjusted accordingly to reflect the savings for work not yet performed. If the CITY increases the scope of work, the CONSULTANT will submit for the CITY's approval a proposal for the increased cost necessary to complete the additional work. No additional work shall start without the CITY's approval of cost associated with the increased work.

If the CONSULTANT has previously been given authorization to proceed on the portion(s) to be deleted, the CITY's notice of intent to delete the portion(s) shall constitute notice to cease work on those portions to be deleted. If the CONSULTANT has begun work on a portion of the work to be deleted, the CITY will reimburse the

CONSULTANT in accordance with Section IX - Termination of Agreement as applied solely to the portions to be deleted.

The CITY has provided the CONSULTANT with a budget for the project and has requested that the CONSULTANT develop a Scope of Work that will not exceed this budget. The CONSULTANT understands that the CITY is relying upon the CONSULTANT's expertise to develop a Scope of Work that fits the budget. The CITY and CONSULTANT will work together to bring the project in, on or under budget.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Administrator, whose decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the Administrator's decision, that decision shall be subject to de novo judicial review.

XII MEDIATION / ARBITRATION

In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to RCW Chapter 7.04, et. seq. except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by city, one by Consultant, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Snohomish County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of Washington.

Indemnification/Hold Harmless

The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

- A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the willful misconduct or negligence of the CITY, its officers, agents or employees; and
- B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

Insurance

The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below or on a State of Washington approved equivalent, subject to review by the City's Insurance Authority:

- A. Automotive Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or substitute and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an additional insured under the CONSULTANT'S insurance coverage.

- C. Worker's Compensation coverage is required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the CONSULTANT'S profession.

Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

- A. Automotive Liability insurance with a minimum combined single limit of bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance shall be written with limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Professional Liability insurance shall be written with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- B. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled by the CONSULTANT or Insurance Company, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

Insurance is to be placed with insurers listed as an authorized insurance company with the Washington State Insurance Commissioner and with a current A.M. Best rating not less than A:VII.

Verification of Coverage

CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirement of the CONSULTANT within fourteen (14) days of the execution of the Contract by the CITY, or prior to commencement of the work, whichever should occur first.

XIV EXTRA WORK

- A. The CITY may, at any time, by written order, make changes within the general scope of the agreement for the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY will make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.
- C. The CONSULTANT shall submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the agreement.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the agreement as changed.
- E. Notwithstanding the terms and condition of paragraphs (A) and (B) above, the maximum amount payable for work performed under this agreement shall not be increased or considered to be increased except by specific written supplement to this agreement.

XV FEDERAL AND STATE REVIEW

When Federal or State grant funds or loans are utilized for any part of this contract, the appropriate Federal and State agencies shall have the right to participate in the review or examination of the work in progress.

XVI NOTICES, DESIGNATED REPRESENTATIVES AND NON-WAIVER PROVISION

Notices.

All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the following addresses: Notices to the CONSULTANT shall be sent to the CONSULTANT's identified Project Manager at the address set forth in the header of this Agreement. Notices to the CITY shall be sent to the City's Project Manager at the address set forth in the header of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

Project managers as designated representatives.

The individuals identified as Project Managers in the header of this agreement shall be the designated representatives of the parties to this contract. The CITY's Project Manager is responsible for: Coordinating the CITY'S efforts relating to the work of the CONSULTANT; providing any necessary information and direction to the CONSULTANT; reviewing progress and content of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement; reviewing and monitoring the quality and quantity of such work, and; reviewing and processing invoices from the CONSULTANT for payment. The CONSULTANT shall report to and take any necessary direction from the Project Manager.

Non-waiver

Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

XVII. COMPLETE AGREEMENT

This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

XIII EXECUTION AND ACCEPTANCE.

This agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this agreement, and does hereby accept this agreement and agrees to all of the terms and conditions thereof.

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

CONSULTANT:

CITY:

CITY OF MUKILTEO

By: _____

Jennifer Gregerson

Title:

Mayor

ATTEST/AUTHENTICATED:

Christina J. Boughman, City Clerk

APPROVED AS TO FORM:

Angela G. Summerfield,
Ogden Murphy Wallace
Office of the City Attorney

Attachments: