



AGENDA - REVISED

City Council Regular Meeting

6:30 PM - Tuesday, May 5, 2020

City Hall Council Chambers, Sammamish, WA

Page

Estimated
Time

MEETING ACCESSABILITY

Pursuant to the Governor's emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

To View Live:

- **City Website:** www.sammamish.us/news-events/tv-21/
- **City Facebook:** www.facebook.com/CityofSammamishWA/
- **Comcast Channel 21** (within Sammamish only)

To View Later: Meeting videos are available the day after the meeting:

- **City Website:** www.sammamish.us/news-events/tv-21/
- **YouTube:**
www.youtube.com/channel/UCouPqQz1MSudhAdgiriLC8A
- **Comcast Channel 21** (within Sammamish only)

CALL TO ORDER

6:30 pm

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

EMERGENCY MANAGEMENT

6:35 pm

COVID-19 UPDATE: Emergency Manager Andrew Stevens

EXECUTIVE SESSION – IF NECESSARY

PUBLIC COMMENT

6:45 pm

Pursuant to the Governor’s emergency Proclamation 20-25, the City is unable to provide an in-person location for the public to listen to the virtual City Council meeting this evening. Meetings are still accessible to the public and public comment is able to be submitted.

Written Comment:

Written public comment will be accepted until 5:00 pm on the day of the meeting. Submit your written comments by email to the City Clerk at manderson@sammamish.us and citycouncil@sammamish.us.

Verbal Comment:

Up to 3 minutes of verbal public comment may be provided per person live during the meeting. Call the following number and input the access code when prompted by 6:30 pm the day of the meeting:

- Phone Number: **+1 (571) 317-3122**
- Access Code: **929-348-197**

Once you have joined, you will be placed on mute. The meeting operator will unmute you when it is your turn to comment.

CONSENT CALENDAR

7:15 pm

- | | |
|---------|---|
| 4 - 7 | 1. Claims: For Period Ending May 5, 2020 In The Amount Of \$844,062.52 For Check No. 56894 Through 56981
View Agenda Item |
| 8 - 12 | 2. Resolution: Accepting The 2019 Citywide Guardrail Project As Complete
View Agenda Item |
| 13 - 17 | 3. Approval: Porter Brothers/Division 9: Defective Tilework at the Sammamish Community & Aquatic Center
View Agenda Item |
| 18 - 33 | 4. Approval: Amended Lease for Reard House
View Agenda Item |
| 34 - 38 | 5. Minutes: For the April 21, 2020 Regular Meeting
View Agenda Item |

PRESENTATIONS / PROCLAMATIONS

PUBLIC HEARINGS

UNFINISHED BUSINESS

7:20 pm

- 39 - 43 6. **Discussion:** Human Services Grant Funding in Response to Covid-19
[View Agenda Item](#)

EXECUTIVE SESSION

* Potential Litigation pursuant to RCW 42.30.110(1)(i)

- 44 - 47 7. ***Discussion:** Development Moratorium Refinement
[View Agenda Item](#)

NEW BUSINESS

8:45 pm

- 48 - 60 8. **Bid Award:** Big Rock Park Site B - Phase I Improvements/Active Construction, Inc.
[View Agenda Item](#)
- 61 - 77 9. **Contract:** Construction Management Services Big Rock Park Site B - Phase I Improvements/KPG
[View Agenda Item](#)
- 78 - 88 10. **Direction:** School Resource Officer for Inglewood Middle School
[View Agenda Item](#)
- 89 - 124 11. **Discussion:** Termination of Lease Agreement with King County Sheriff's Office.
[View Agenda Item](#)

COUNCIL REPORTS/ CITY MANAGER REPORT

9:50 pm

ADJOURNMENT

10:00 pm

* **added** Item # 7 - Discussion: Development Moratorium Refinement

* **moved** the Executive Session from end of meeting to after Item # 6 - Human Services Grant Funding in Response to Covid-19

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



MEMORANDUM

To: Melonie Anderson, City Clerk

From: Tracey, Finance Department

Date: April 23, 2020

Re: Claims for May 5th, 2020

..0..
368,033.80 +
395,967.08 +
80,061.64 +
844,062.52 *

	\$ 368,033.80
	\$ 395,967.08
	\$ 80,061.64
Check #56894-56981	\$ 844,062.52

Top 10 Over \$10,000 Payments

Vendor	Amount	Details
Prime Electric	\$ 190,534.61	Flashing yellow arrow turn signal project
Pro-Vac	\$ 99,099.37	Street sweeping and vactoring
Osborn Consulting	\$ 66,399.86	Ebright Creek fish passage
ICMA401	\$ 58,968.39	Employee benefits
PSE	\$ 52,759.04	Utilities
Patriot Maintenance	\$ 47,228.63	Janitorial services/supplies
City of Bellevue	\$ 26,685.99	eCityGov membership, MBP surcharge Q1
AtWork!	\$ 23,329.63	ROW landscape services
Mainvue Homes	\$ 20,850.00	Refund of cash deposit
ICMA457	\$ 19,278.12	Employee benefits

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56894	04/10/2020	AUTODOC	Auto Doctor	925.50	56,894
56895	04/10/2020	BUDHIRAJ	Nidhi Budhiraja	165.00	56,895
56896	04/10/2020	BELLCITY	City Of Bellevue	26,682.99	56,896
56897	04/10/2020	ISSCITY	City Of Issaquah	4,911.84	56,897
56898	04/10/2020	CREATCIR	Creative Circle, LLC	3,797.50	56,898
56899	04/10/2020	DAVEY	Davey Resource Group	6,340.00	56,899
56900	04/10/2020	DRIFTMIE	Driftmier Architects, P.S.	6,418.64	56,900
56901	04/10/2020	EVERCHEV	Evergreen Chevrolet	153.52	56,901
56902	04/10/2020	FASTENAL	Fastenal Industrial Supplies	51.85	56,902
56903	04/10/2020	FRONTIR2	Frontier	413.07	56,903
56904	04/10/2020	HAMPTONR	Ron Hampton	460.95	56,904
56905	04/10/2020	GALT	John E. Galt	832.50	56,905
56906	04/10/2020	JOHNSOND	Daniel Johnson	200.00	56,906
56907	04/10/2020	KARAKAS	Elif Karakas	148.50	56,907
56908	04/10/2020	LEXIS	Lexis Nexis Risk Data Mgmt	162.90	56,908
56909	04/10/2020	LongBAY	Long Bay Enterprises, Inc	724.75	56,909
56910	04/10/2020	LYNWOODP	Lynnwood Police Dept	65.00	56,910
56911	04/10/2020	MAILPO	Mail Post Sammamish	105.60	56,911
56912	04/10/2020	MAINVUE	Mainvue Homes	20,850.00	56,912
56913	04/10/2020	MICROSOFT	Microsoft	6,583.88	56,913
56914	04/10/2020	MOBERLY	Lynn Moberly	10,994.71	56,914
56915	04/10/2020	MORUP	Morup Signs Inc	90.00	56,915
56916	04/10/2020	NAVIAPAY	Navia Benefit Solutions Client Pay	103.75	56,916
56917	04/10/2020	NCLLAKE	NCL Lake Sammamish	500.00	56,917
56918	04/10/2020	NESCO	Nesco LLC	3,190.00	56,918
56919	04/10/2020	PACPLANT	Pacific Plants	82.50	56,919
56920	04/10/2020	PAPE	Pape Machinery	509.76	56,920
56921	04/10/2020	PATRIOT	Patriot Maintenance Inc	47,228.63	56,921
56922	04/10/2020	PRIMEELE	Prime Electric Inc	190,534.61	56,922
56923	04/10/2020	PROGRESS	Progress Software Corporation	636.91	56,923
56924	04/10/2020	QBSI	QBSI-Xerox	740.86	56,924
56925	04/10/2020	SAM	Sammamish Plateau Water Sewer	1,324.59	56,925
56926	04/10/2020	SPRAGUE	Sprague Pest Solutions	407.00	56,926
56927	04/10/2020	STEINLOT	Stein Lotzkar & Starr P.S. Inc	4,302.00	56,927
56928	04/10/2020	TABLEAU	Tableau Software Inc	924.00	56,928
56929	04/10/2020	VERIZON	Verizon Wireless	9,320.76	56,929
56930	04/10/2020	VOYAGER	Voyager	6,824.51	56,930
56931	04/10/2020	WATREAS	Wa State Treasurer	763.00	56,931
56932	04/10/2020	WESTERNS	Western Systems Inc.	7,218.42	56,932
56933	04/10/2020	ZUMAR	Zumar Industries, Inc.	2,340.80	56,933
Check Total:				368,033.80	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56934	04/17/2020	911SUPP	911 Supply	183.35	56,934
56935	04/17/2020	AMERICAL	Americall International Inc	299.00	56,935
56936	04/17/2020	ATWORK	At Work!	23,329.63	56,936
56937	04/17/2020	AUTODOC	Auto Doctor	969.05	56,937
56938	04/17/2020	BACKGROU	Background Source Intl	315.00	56,938
56939	04/17/2020	BMCHWASH	BMCH Washington LLC	7,500.00	56,939
56940	04/17/2020	CERTIFIE	Certified Backflow Testing,Inc	1,800.00	56,940
56941	04/17/2020	COMCAST2	Comcast	9.40	56,941
56942	04/17/2020	EVANS	David Evans & Associates, Inc	14,566.07	56,942
56943	04/17/2020	DKS	DKS Associates	6,029.59	56,943
56944	04/17/2020	DTGENTER	DTG Enterprises Inc.	264.50	56,944
56945	04/17/2020	ELTEC	Eltec Systems LLC	1,980.00	56,945
56946	04/17/2020	EMPSDFML	Employment Security Dept	11,334.73	56,946
56947	04/17/2020	ECS	Environmental Chemical Solutions Inc	2,258.85	56,947
56948	04/17/2020	ESA	ESA	9,144.14	56,948
56949	04/17/2020	FASTENAL	Fastenal Industrial Supplies	168.65	56,949
56950	04/17/2020	FIREPROT	Fire Protection, Inc.	5,748.42	56,950
56951	04/17/2020	GRAINGER	Grainger	12,690.36	56,951
56952	04/17/2020	HONEY	Honey Bucket	184.95	56,952
56953	04/17/2020	ISNW	Industrial Solutions NW LLC	17,882.70	56,953
56954	04/17/2020	KINGFI	King County Finance A/R	1,949.00	56,954
56955	04/17/2020	KPG	KPG Interdisciplinary Design	1,549.00	56,955
56956	04/17/2020	LAKESIDE	Lakeside Industries	231.10	56,956
56957	04/17/2020	LongBAY	Long Bay Enterprises, Inc	2,159.00	56,957
56958	04/17/2020	MICROSOF	Microsoft	671.78	56,958
56959	04/17/2020	NAPA	NAPA Auto Parts	15.76	56,959
56960	04/17/2020	NUVELOCI	Nuvelocity	2,079.00	56,960
56961	04/17/2020	OSBORN	Osborn Consulting, Inc	66,399.86	56,961
56962	04/17/2020	PACGOLF	Pacific Golf & Turf	245.87	56,962
56963	04/17/2020	PACSOIL	Pacific Topsoils, Inc	6,415.96	56,963
56964	04/17/2020	provac	PRO-VAC	99,099.37	56,964
56965	04/17/2020	PSCLEAN	Puget Sound Clean Air Agency	15,661.75	56,965
56966	04/17/2020	PSE	Puget Sound Energy	52,759.04	56,966
56967	04/17/2020	QUADRANT	Quadrant Corp	7,500.00	56,967
56968	04/17/2020	RESTARTM	Restart Investments LLC	10,000.00	56,968
56969	04/17/2020	SAM	Sammamish Plateau Water Sewer	1,662.39	56,969
56970	04/17/2020	SITEONE	Site One Landscape Supply LLC	154.83	56,970
56971	04/17/2020	SUMNERLA	Sumner Lawn & Saw	1,105.64	56,971
56972	04/17/2020	SUNBELT	Sunbelt Rentals	2,441.30	56,972
56973	04/17/2020	WATERSH	The Watershed Company	1,223.50	56,973
56974	04/17/2020	WORKWEAR	The Workwear Place	158.39	56,974
56975	04/17/2020	TRAFFIX	Traffix Devices Inc	4,778.40	56,975
56976	04/17/2020	USBANKNA	US Bank N.A. - Custody	39.00	56,976
56977	04/17/2020	UTILITIE	Utilities Underground Location Ctr	612.75	56,977
56978	04/17/2020	WESCO	Wescam	396.00	56,978
Check Total:				395,967.08	

Accounts Payable

Check Register Totals Only

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Check	Date	Vendor No	Vendor Name	Amount	Voucher
56979	04/20/2020	ICMA401	ICMA 401	58,968.39	56,979
56980	04/20/2020	ICMA457	ICMA457	19,278.12	56,980
56981	04/20/2020	NAVIA	Navia Benefits Solution	1,815.13	56,981
Check Total:				80,061.64	

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Resolution: Final Project Acceptance: 2019 Citywide Guardrail Project: Contract #C2020-114	
DATE SUBMITTED:	April 21, 2020	
DEPARTMENT:	Public Works	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Adopt the resolution accepting construction of the 2019 Citywide Guardrail Project by Petersen Brothers, Inc. as complete.	
EXHIBITS:	1. Exhibit 1 - 2019 Citywide Guardrail Project Final Contract Voucher 2. Exhibit 2 - 2019 Citywide Guardrail Project Contract Closeout Resolution	
BUDGET:		
Total dollar amount	\$258,198.70	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Traffic Control Devices (101-000-542-64-48-51); Repair & Maintenance (101-000-542-30-48-00); Overlay & Pavement Preservation - Roadway (101-000-542-30-48-51)	<input type="checkbox"/> Budget reallocation required <input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input checked="" type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:
 Shall Council accept the 2019 Citywide Guardrail Project by Petersen Brothers, Inc. as complete?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

All work for the 2019 Citywide Guardrail Project has been completed in accordance with the project specifications. The recommended action approves the final contract amount and constitutes the final acceptance of the work. There were no contractor claims filed against the City, and no liquidated damages were assessed against the contractor. The final project amount was within the approved budget.

Background:

On December 3, 2019 Council authorized the City Manager to award and execute a contract with the lowest responsive and responsible bidder for construction of the 2019 Citywide Guardrail Project. Petersen Brothers, Inc. was approved as the lowest bidder in an amount not to exceed \$258,198.70, with an approved construction contingency of 10%. The project included a final change order to balance the final measured quantities in the amount of -\$5,070.24.

The project was completed on March 6, 2020.

FINANCIAL IMPACT:

The completed improvements were constructed within the project budget. A summary of the actual project expenditures, by budget number, is provided below.

Contract Expenditures:

Approved Contract Amount by Council	\$258,198.70
Change Order (Final)	\$ <u>-5,070.24</u>
Final Completed Contract	\$253,128.46

Breakdown By Budget Number:

Traffic Control Devices, 101-000-542-64-48-51	\$ 39,589.98
Repair and Maintenance, 101-000-542-30-48-00	\$ <u>65,356.79</u>
Overlay and Pavement Preservation - Roadway, 101-000-542-30-48-51	\$148,181.69

The total contract amount was within the approved construction contingency amount authorized by the Council.

OTHER ALTERNATIVES CONSIDERED:

No alternatives. The project has been deemed complete and final authorization is needed to complete the close-out paperwork.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

[Comprehensive Plan Transportation Element](#)

Goal T.3 Operations, Maintenance, Management and Safety: As a high priority, maintain, preserve, and operate the city's transportation system in a safe and functional state.

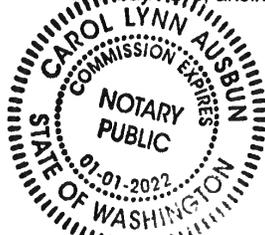


Final Contract Voucher Certificate

Contractor Petersen Brothers Inc.			
Street Address 2008 E. Valley Hwy E.			
City Sumner	State WA	Zip 98390	Date 4/17/2020
City Project Number N/A	Federal Aid Project Number N/A	City Contract Number C2020-114	
Contract Title 2019 Citywide Guardrail Project			
Date Work Physically Completed 3/6/2020		Final Amount \$253,128.46	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Sammamish nor have I rented or purchased any equipment or materials from any employee of the City of Sammamish; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Sammamish for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Sammamish from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X [Signature]
Contractor Authorized Signature Required

Ronald Petersen
Print Signature Name

Subscribed and sworn to before me this 20th day of April 2020

X [Signature] Notary Public in and for the State of Washington
residing at Bonney Lake, Pierce County

City of Sammamish

I, certify the attached final estimate to be based upon actual measurement, and to be true and correct.

Approved Date 4/21/2020

X [Signature] 4/21/2020
Project Engineer/Project Administrator

X [Signature]
City Engineer

This Final Contract Voucher is to be prepared by the Project Engineer or Project Administrator. Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2020-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE 2019 CITYWIDE
GUARDRAIL PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting on December 3, 2019, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the 2019 Citywide Guardrail Project (“the Project”); and

WHEREAS, the City Manager executed contract C2020-114 for construction of the Project with Petersen Brothers Inc.; and

WHEREAS, the Project was substantially completed by Petersen Brothers, Inc. on March 6, 2020; and

WHEREAS, the City Council now wishes to accept the work on the Project as complete;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH,
WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Project Acceptance. The City of Sammamish hereby accepts the 2019 Citywide Guardrail Project as complete.

Section 2. Authorization of Contract Closure Process. The City Manager is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This Resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE __ DAY OF MAY 2020.**

CITY OF SAMMAMISH

Mayor Karen Moran

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Michael R. Kenyon, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Porter Brothers/Division 9: Defective Tilework at the Sammamish Community & Aquatic Center		
DATE SUBMITTED:	April 24, 2020		
DEPARTMENT:	Parks, Recreation & Facilities		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the Interim City Manager to execute an Assignment agreement with Porter Brothers Construction Inc. and authorize the City Attorney to file a related lawsuit against Division 9 as needed, if initial settlement discussions are unsuccessful.		
EXHIBITS:	1. Exhibit 1: Assignment Agreement		
BUDGET:			
Total dollar amount	N/A	<input type="checkbox"/> Approved in budget	
Fund(s)	General Government Capital Improvement Fund Expenditures	<input type="checkbox"/> Budget reallocation required <input checked="" type="checkbox"/> No budgetary impact	
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Should Council authorize the Interim City Manager to execute an Assignment agreement with Porter Brothers Construction Inc. and authorize the City Attorney to file a related lawsuit against Division 9?

KEY FACTS AND INFORMATION SUMMARY:

This agenda bill is regarding the defective tile work at the Sammamish Community & Aquatic Center (SCAC) that was brought to City Council's attention at the Regular Meeting held on March 3, 2020. Porter Brothers Construction inc. was the prime contractor for the project and Division 9 was the subcontractor to Porter Brothers, responsible for the tilework. The tiles on the pool deck and locker rooms at the SCAC facility were not installed properly and lack expansion joints. Expansion joints are

required and is a standard installation practice. Use of expansion joints was called out in the contract specifications for the SCAC. Because of this lack of expansion joints, the tiles are “tenting” and cracking, a condition that would not exist if the tilework had been properly performed.

Since the installation, the tiles on the pool deck and locker rooms have deteriorated to such an extent, that they are a potential safety concern and need to be replaced. The poor condition and continued failure of the tiles is directly linked to the performance of Division 9 during the installation process. The installation is out of warranty and litigation is the only option in order to pursue corrective action.

The City had a contract directly with Porter Brothers, not with Division 9 (Porter Brothers had a subcontract directly with Division 9), and would normally consider litigation against Porter Brothers. However, Porter Brothers is now insolvent and has been administratively dissolved by the Corporations Division in the Washington Secretary of State’s Office. Given Porter Brothers’ insolvency, it would be futile for the City to initiate litigation against Porter Brothers.

The absence of a contract between the City and Division 9 would normally make it difficult for the City to sue Division 9 directly. As an alternative remedy, the City Attorney’s Office worked with Porter Brothers to obtain from Porter Brothers an assignment to the City of Porter Brothers’ rights under the subcontract with Division 9. By executing an Assignment agreement with Porter Brothers, the City would be able to sue Division 9 directly. In exchange for the Assignment, Porter Brothers did require that the City release any claims that it has against Porter Brothers.

The City is requesting Council to take two actions:

1. Authorize the Interim City Manager to execute the Assignment agreement with Porter Brothers.
2. Authorize the City Attorney file a lawsuit against Division 9 as needed if initial settlement discussions are unsuccessful.

FINANCIAL IMPACT:

The approximate order of magnitude of the costs of the demolition and re-installation of the faulty tilework at the SCAC is estimated at roughly \$800,000. The financial impact to the City will initially include attorney fees and staff time. The City will seek recovery of some or all of those costs as part of settlement or trial.

OTHER ALTERNATIVES CONSIDERED:

N/A

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

N/A

LIMITED ASSIGNMENT, ASSUMPTION OF RIGHTS AND RELEASE

This LIMITED ASSIGNMENT, ASSUMPTION OF RIGHTS AGREEMENT AND RELEASE (“Agreement”) is made and entered into this ___ day of _____, 2020, by and between the CITY OF SAMMAMISH (the “City” or “Assignee”), a Washington municipal corporation, and PORTER BROTHERS CONSTRUCTION, INC. (“Porter Brothers” or “Assignor”), an administratively dissolved Washington corporation, and James R. Porter (“Porter”) (collectively, the “Parties”).

I. RECITALS

WHEREAS, in 2014, Porter Brothers entered into an agreement (“Primary Contract”) with the City to construct the Sammamish Community and Aquatic Center located at 831 228th Avenue Southeast, Sammamish, Washington 98075;

WHEREAS, subsequent to execution of the Primary Contract, Porter Brothers entered into a Subcontract Agreement (hereinafter “Subcontract”) with Division 9 Contract Flooring (hereinafter “Division 9”), a Washington corporation located at 8510 Maltby Road Woodinville, Washington 98072;

WHEREAS, under the Subcontract, Division 9 agreed to furnish material and perform tiling work for Porter Brothers on the Sammamish Community and Aquatic project;

WHEREAS, under Section 11 of the Subcontract, Porter Brothers retained the express right to assign the Subcontract at anytime and Division 9 specifically agreed that any assignment shall be considered a complete delegation of all of Porter Brothers’ obligations and liability under the Subcontract; and

WHEREAS, on or about February 03, 2020 Porter Brothers was administratively dissolved by the Washington Secretary of State

WHEREAS, the City alleges a defect with respect to work by Division 9.

WHEREAS, Porter Brothers now wishes to assign certain rights under the Subcontract Agreement to the City.

II. ASSIGNMENT

NOW, THEREFORE, in consideration of good and valuable consideration THE PARTIES DO HEREBY AGREE as follows:

1. RECITALS. The foregoing Recitals are incorporated herein by reference.
2. ASSIGNMENT AND TRANSFER. Porter Brothers hereby immediately transfers, assigns, and conveys to the City all of Porter Brothers’ rights, privileges, obligations, title, and

interest in, to and under the Subcontract, which is attached to this Agreement marked as EXHIBIT A. HOWEVER, Porter Brothers does not transfer, and therefore retains, its rights, privileges, obligations, title, and interest in, to and under Section 2 (Payment) of the Subcontract.

3. ACCEPTANCE OF ASSIGNMENT AND TRANSFER. The City hereby accepts the assignment and transfer, conveyed to it under Section 2 of this Agreement, and agrees to the provisions of the Subcontract conveyed to it. Consent to the assignment shall not discharge Porter Brothers of its obligations under Section 1 of the Subcontract.

4. ASSIGNOR'S WARRANTIES AND INDEMNITY. Assignor hereby represents and warrants to Assignee that Assignor has complied with all of its obligations under the Subcontract as of the date of this Agreement.

5. THE CITY'S RELEASE OF PORTER BROTHERS AND PORTER. Upon Assignment and Transfer identified in Section 2, The City hereby fully, completely, unconditionally, irrevocably and absolutely releases and forever discharges Porter Brothers, its agents, successors, its surety(s), and James R. Porter from all liabilities, claims, demands, actions, causes of action, suits, fees and costs, interests, losses, controversies, injuries, damages, judgments or executions of any type, kind or nature, in law or in equity, known or unknown, which the City had, has, or may have against Porter Brothers its agents, successors, and James R. Porter arising from the Subcontract.

6. CONDITIONS PRECEDENT. This Agreement shall be effective and binding upon the signatories once it has been signed by all signatories.

7. FULL FORCE AND EFFECT. Except as specifically amended herein, all provisions of the Subcontract and the Primary Contract shall remain in full force and effect and are hereby affirmed and ratified. To the extent of any inconsistencies or contractions between the terms and conditions of this Agreement, the Primary Contract, and the Subcontract, the terms and conditions contained in this Agreement shall control.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein. No statements, promises, or inducements inconsistent with the Agreement made by any Party shall be valid or binding, unless in writing and executed by all Parties.

9. BINDING ACCEPTANCE. This Agreement shall bind and benefit the Parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns, and the promises and obligations herein shall survive the expiration date hereof. Any purported transfer of this Agreement is void without the express written consent of the signatories.

10. SEVERABILITY. In the event that this Agreement shall, to any extent, be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

11. DEFINED TERMS. Terms not defined in this Agreement shall have the same meaning as given in the Permit.

12. AMENDMENTS. This Agreement may be amended only by a written instrument duly executed by each of the parties hereto.

13. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the state of Washington.

14. ATTORNEYS' FEES. If any part commences an action against any of the parties arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees, expert witness fees, and costs of suit (including any appeal or bankruptcy proceeding).

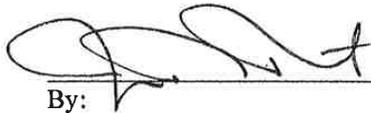
15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single, binding agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF SAMMAMISH

By: _____

**PORTER BROTHERS CONSTRUCTION, INC., an administratively dissolved
Washington Corporation**

By:  _____

JAMES R. PORTER

 _____

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Amended Lease for Reard House										
DATE SUBMITTED:	April 28, 2020										
DEPARTMENT:	Parks, Recreation & Facilities										
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational										
RECOMMENDATION:	Authorize the Interim City Manager to sign an amended lease for the Reard House, with the Sammamish Heritage Society.										
EXHIBITS:	1. Exhibit 1: Amended Lease for Reard House 2. Exhibit 2: Summary of Discussions with the Sammamish Heritage Society										
BUDGET:	<table border="0"> <tr> <td>Total dollar amount</td> <td>\$0</td> <td><input type="checkbox"/> Approved in budget</td> </tr> <tr> <td>Fund(s)</td> <td>This agenda bill does not have a budget impact</td> <td> <input type="checkbox"/> Budget reallocation required <input checked="" type="checkbox"/> No budgetary impact </td> </tr> </table>			Total dollar amount	\$0	<input type="checkbox"/> Approved in budget	Fund(s)	This agenda bill does not have a budget impact	<input type="checkbox"/> Budget reallocation required <input checked="" type="checkbox"/> No budgetary impact		
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Fund(s)	This agenda bill does not have a budget impact	<input type="checkbox"/> Budget reallocation required <input checked="" type="checkbox"/> No budgetary impact									
WORK PLAN FOCUS AREAS:	<table border="0"> <tr> <td><input type="checkbox"/> Transportation</td> <td><input type="checkbox"/> Community Safety</td> </tr> <tr> <td><input type="checkbox"/> Communication & Engagement</td> <td><input type="checkbox"/> Community Livability</td> </tr> <tr> <td><input type="checkbox"/> High Performing Government</td> <td><input checked="" type="checkbox"/> Culture & Recreation</td> </tr> <tr> <td><input type="checkbox"/> Environmental Health & Protection</td> <td><input type="checkbox"/> Financial Sustainability</td> </tr> </table>			<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability
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<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation										
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability										

NEEDED FROM COUNCIL:
Should Council authorize the Interim City Manager to sign an amended lease for the Reard House, with the Sammamish Heritage Society?

KEY FACTS AND INFORMATION SUMMARY:
The City and Sammamish Heritage Society are amending the current lease agreement for the historic Reard House to reflect changes as a result of the construction of Phase I improvements of Big Rock Park Site B and to extend the length of the lease through 2034. Approval of this amended lease is therefore necessary, to be able to award the Big Rock Park Site B - Phase I Improvements project.

Due to the construction timeline for Big Rock Park Site B, the lease amendment includes temporary terms and conditions for before, during, and after the construction period including access, safety, roles/responsibilities, and liabilities. SHS would like to restrict the City’s access to the house and acknowledged their responsibility and liability for the renovations to the house, as outlined in the lease language already. Additional provisions address topics such as interpretive signage, hours of work, logistics for securing the site during construction, clarification of where work is to be performed, notification procedures, and other adjustments.

In addition, the length of the lease was extended in order for the Sammamish Heritage Society to qualify for the Heritage Capital Projects grant. The \$123,000 grant was awarded by the Washington State Historical Society for the reconstruction of the kitchen addition in which the City committed a \$103,000 in-kind match for utility improvements that will support the Reard House.

FINANCIAL IMPACT:

There is no financial impact related to this agenda bill. The City has already committed a \$103,000 in-kind match for utility improvements that will support the Reard House.

OTHER ALTERNATIVES CONSIDERED:

N/A

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

N/A

Amended Lease for Reard House

This AMENDED LEASE (“Amended Lease”) is entered into on the last date signed below by and between the City of Sammamish, Washington (hereafter “the City”) and the Sammamish Heritage Society (hereafter “the Society”), a Washington nonprofit corporation, and amends and fully supersedes the Amended Lease for Reard House last executed by the parties on March 14, 2017.

THE PARTIES hereby agree as follows:

Section 1. Description of the Property and Rights to Use the Property

- A. The City is the owner of the Reard house (“the House”), a structure of historic significance for the City and King County Landmark.
- B. The House is located at 1516 220th Ave SE, Sammamish, Washington on Parcel B of Big Rock Park. The property covered by this lease (the "Site") is the Reard house including the kitchen addition and the immediate five feet around the perimeter of the building footprint. This lease does not pertain to any other portion of Parcel B. The five feet will cover the utility lines the city will bring to the house.
- C. The Society wishes to undertake the restoration of the House and, thereafter, make use of it for historic and cultural purposes.

Section 2. Purpose and Permitted Use.

- A. The purpose of this Amended Lease is to allow the Society to improve and renovate the House. The Society desires to use the House as a historic and cultural resource for the citizens of Sammamish. The Amended Lease for the Reard House last executed by the parties on March 14, 2017 is terminated and shall be of no force or effect.
- B. The permitted uses of the Site under this Amended Lease shall be constructing, reconstructing, assembling, stabilizing, improving, maintaining, repairing, and enhancing the House, and for no other purpose.
- C. The public use and operating policies of the House are to be consistent with the recommendations in the Big Rock Park Master Plan as adopted or amended by the City.
- D. The City and Society agree to the temporary terms and conditions during the pre-construction stage of the City’s development of the Site as described in Section 8.
- E. The City and Society agree to the temporary terms and conditions in section 9 which denies the Society’s access to the site during construction of the City’s project, unless specifically allowed in writing by the City. The Society agrees that it will hold the City and its Contractor harmless for any damage which may occur during such occupation under the terms set forth in section 15.

F. The City and Society agree to the additional terms and conditions during the post-construction stage of the City’s development of the Site as described in Section 10.

Section 3. Term.

A. The term of this Amended Lease shall be from the date of execution until December 31, 2034, and may be renewed as described in Subsection B, below.

B. Unless the City gives written notice to the Society that a renewal will be required at least sixty (60) days prior to the end of the Amended Lease Term set forth in Subsection A, above, renewal will occur automatically on a year-to-year basis at the end of the Amended Lease Term.

Section 4. Compensation to the City. Rent for the term of this Amended Lease shall be \$1.00 and other valuable consideration acknowledged by the parties.

Section 5. Tenant Improvement and Maintenance Obligations.

A. The House shall be deemed leased “as is.” The Society has inspected the House, is familiar with the present condition of the House, and agrees to accept the House in the current condition.

B. Subject to the provisions of this Agreement, the Society shall design and implement a renovation of the House. All work performed by the Society in, on, or about the House shall be subject to prior written review and approval of the City. The Society shall submit for all work requests in writing, via email, to the Parks Project Manager and Parks Administrative Assistant, or such email address as the City may subsequently provide the Society.

C. The Society shall be responsible for the design, fabrication, and installation of interpretive signage for the House. The design and location of the signage shall be reviewed and approved by the City prior to fabrication and installation.

D. The renovation of the House shall be at the sole cost and expense of the Society, except as otherwise agreed to by the City in writing.

E. The Society shall obtain all permits that may be necessary to perform such work and all work shall be performed in a good and workmanlike manner.

F. Before commencing work upon the House, the Society shall obtain a Certificate of Appropriateness from the King County Landmark Commission for any construction requiring a COA.

G. The Society shall be responsible for all volunteers providing work or services related to this Amended Lease and for meeting any requirements imposed by the State of Washington including the Department of Labor and Industries.

H. Due to the intermittent construction activity over a long duration of time, hours of work shall be restricted to 9:00 am to 5:00 pm Monday through Friday.

I. It is the City's desire that the House not be unsightly or unsafe. The Society shall keep the House and the immediate premises neat, clean and in a sanitary condition.

J. The Society shall maintain in good condition and repair the structural components and systems and the exterior components of the House which include, but are not limited to, the roof, exterior walls, foundation, beams, siding, stairs, exterior painting, porch, and all load bearing members. The Society shall also maintain the mechanical, electrical and plumbing systems of the Site once installed.

K. The Society has received a grant to design and construct the exterior shell for an addition to the House. The City Council ("Council") approved the anticipated addition, which includes storage space, an accessible restroom, and a kitchenette. As with the renovations of the main House, all work associated with the addition shall be subject to prior written review and approval by the City. The Society shall place temporary construction fencing around the addition prior to any construction activities. Temporary construction fencing shall be installed with lockable gates that must be closed and locked when not working the site. The fencing shall be chain-link, not less than 5' high, and installed with fence posts using cement concrete block footings only. City routine maintenance activities, trail improvements and volunteer events for restoration planting are on-going and the Society is responsible to keep the limits of construction activity safe and secure at all times. All tenant improvements and maintenance obligations required for the House within this Amended Lease apply to the design and construction of the addition as described in this Section 5(L).

L. Once renovations are complete, including the addition to the House, the Society is responsible for daily maintenance and repair of the interior of the House. The Society's janitorial and routine maintenance responsibilities shall include timely repair or replacement of interior light fixtures or bulbs, electrical switches or controls; and interior and exterior cleaning of windows; and repair of any damage caused by use of the Site premises by the Society.

M. In the event that the House is destroyed or damaged to such an extent that the City, in its sole discretion, decides that it is not economically feasible to restore the same, then the City may terminate the Amended Lease, as of the date of the damage or destruction, by giving the Society written notice to that effect.

Section 6. City Obligations.

A. As deemed appropriate by the City, the City shall provide and maintain temporary or permanent fencing around the perimeter of the Site to limit general access to the Site.

B. The house is not currently connected to utilities. The Society requires some source of water and power for continued improvements. The City agrees to provide a temporary water source as available to the Site and to provide a temporary source of electricity to the Site, PROVIDED that the provision of temporary water and electricity

to the site shall be conditioned upon the availability of such water and electricity. The City shall provide utility stub-outs for future connections to the House to a distance of 5 (five) feet from the House. Location of stub-outs shall be in accordance with the building permit plans for the Big Rock Park Site B Construction Improvements as agreed to by the Society.

C. The City shall maintain the grounds of the Site in an attractive, safe and clean condition.

D. In the event of an emergency, the City or others acting on its behalf, may commence such repair and emergency work as required under the circumstances if the Society is unable to do so, provided that the City shall notify the Society as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable. The City is under no obligation to perform such emergency work and performs the same at its sole discretion.

Section 7. Access to the Site.

A. Society Access. The Society agrees to abide by the following terms:

1. Ingress and egress shall be limited to the existing gravel driveway located between the Site and 220th Avenue Southeast as located at the southwest corner of King County tax parcel no. 0424069019.
2. The Society is only allowed access to the Site after having given the City prior notice as follows: (i) at least twenty-four (24) hours in advance of access, the Society shall send notice, via email, to the Parks Project Manager and Parks Administrative Assistant, or such email address as the City may subsequently provide the Society; and (ii) the Society will wait to access the Site until it receives approval from the City.
3. Access shall be only at such times as approved by the City, and the Society may not access the Site with more than three (3) vehicles in any one day, unless otherwise approved by City for special events such as work parties.
4. The Society is temporarily denied access to the Site and the House during the City's construction stage of the Site as described in Section 9.

B. City Access.

1. Except in the case of an emergency, the City is only allowed access to the Site after having given the Society prior notice as follows: (i) at least twenty-four (24) hours in advance of access, the City shall send notice, via email, to the Reard House Project Manager and Society President; and (ii) the City will wait to access the Site until it receives approval from the Society. As with all other leased facilities, the City shall have a master key to the house.

E. Public Access.

1. The Site will be a City park, and will be opened to the general public once the City has completed planning and improvements necessary to accommodate general public access. At that time, public access to the exterior of the structure and related interpretive signage will be available to the public during regular park hours.
2. Until such time as the Site is opened to the general public during regular park hours, public access to the Site shall be limited to guided walks to view the exterior of the building and interpretive signage, work parties and similar events. The schedule and specifics of public access (e.g. event, parking, schedule, etc.) are to be approved by the City in advance.

Section 8. City’s Pre-Construction Stage of the Site. The City and Society agree to the following temporary terms and conditions prior to the City’s construction stage of the Site:

- A. Temporary terms and conditions described in this section shall apply after this Amended Lease is executed by all parties and will continue until May 26, 2020, or the start of the City’s construction on the site, whichever is later.
- B. If feasible, the City shall provide a portable restroom at the Site for use by the City and Society during all construction on the site.
- C. The Society shall, at its own option, choose to contract with a public utility to install a temporary power pole for use during renovations and construction of the west addition, and be responsible for all costs associated with this effort. Prior to installation the Society shall obtain written approval from the City on the location for the temporary power pole and be responsible for all associated permits and inspections. The Society shall ensure the public utility removes the temporary power pole prior to May 26, 2020 or the start date of the City’s construction of the Site, whichever occurs later.

Section 9. City’s Construction Stage of the Site. The City and Society agree to the following temporary terms and conditions during the City’s construction stage of the Site:

- A. The anticipated start date for the City’s construction of the Site is May 26, 2020.
- B. The City’s substantial completion date is December 31, 2020, or whichever occurs first. During the City’s construction stage of the Site the Society will not have access to the House.

Section 10. City’s Post-Construction Stage of the Site. The City and Society agree to the following additional terms and conditions following the City’s construction stage of the Site:

- A. The Society shall be responsible for final hook-ups of all utilities to the House following the City’s substantial completion date scheduled for December 31, 2020, or

whichever occurs first.

B. The Society and the City shall revise this Amended Lease to address any remaining work to be completed on the House after the City's construction is complete and the Site is open to the public.

Section 11. Damage to Property. Neither the Society, nor any person acting on the Society's behalf, shall take any action or permit any action to be done which may impair or damage the Site or Owner's Property in general. Neither the City, nor any person acting on the City's behalf, shall take any action or permit any action to be done which may impair or damage the House or Society's Owner's Property in general.

Section 12. Relocation or Removal of House In the event that the Society fails to comply with the terms and conditions of this Amended Lease, then within 60 days following written notice from the City, the Society shall temporarily or permanently remove, relocate, demolish, change or alter the position of the House, repairs to the House, and/or materials and equipment placed upon the Site, as directed by the City.

Section 13. Damage to Site. Unless caused by the negligent, willful, or intentional acts of the City, the City shall not be liable for any damage or loss to persons or property occurring on the Site.

Section 14. Insurance. The Society shall procure and maintain for the duration of the term of this Amended Lease insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Society's operation and use of the Site. The Society's maintenance of insurance as required by the Amended Lease shall not be construed to limit the liability of the Society to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A Minimum Scope of Insurance

The Society shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on the Society's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance.

The Society shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Society's property and improvements with no coinsurance provisions.
- C. **Other Insurance Provisions.**
The Society's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Society's insurance and shall not contribute with it.
 - D. **Acceptability of Insurers.**
Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - E. **Verification of Coverage.**
Within ten (10) days of execution of the Amended Lease, the Society 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 requirements of the Society.
 - F. **Waiver of Subrogation.**
The Society and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
 - G. **City's Property Insurance.**
City shall purchase and maintain during the term of this Amended Lease all-risk property insurance covering the Site for the full replacement value without any coinsurance provisions.
 - H. **Notice of Cancellation.**
The Society shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - I. **Failure to Maintain Insurance.**
Failure on the part of the Society to maintain the insurance as required shall constitute a material breach of this Amended Lease, upon which the City may, after giving five business days' notice to the Society to correct the breach, terminate the Amended Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand by the Society.

Section 15. General Indemnification The Society shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any

and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Society's use of the Site, or from the conduct of Society's business, or from any activity, work or thing done, permitted, or suffered by the Society in or about the Site, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Section 16. Assignments or Transfers This Amended Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. The Society shall not assign or transfer this Amended Lease or sublet all or any portion of the leased premises without the prior written consent of the City.

Section 17. Signs. Any signs or symbols placed on the Site by the Society shall be subject to the prior written approval of the City. Any signs or symbols placed upon the Site shall be placed with the understanding and agreement that the Society may be required to remove the same at the termination of this Amended Lease and repair any resulting damage or injury to the Site, if any.

Section 18. Termination.

A. Either party may terminate or suspend this Amended Lease at any time, with or without cause, upon sixty (60) days prior written notice.

B. This Amended Lease may be canceled immediately if the Society's insurance coverage is canceled for any reason.

Section 19. Non-Severability. Each term and condition of this Amended Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Amended Lease are not severable. If any section, sentence, clause or phrase of this Amended Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Amended Lease shall terminate unless suitable replacement terms can be agreed upon by the parties.

Section 20. Merger. This Amended Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein. This Amended Lease supersedes previously executed lease terms and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Amended Lease.

CITY OF SAMMAMISH

SAMMAMISH HERITAGE SOCIETY

By: _____
David Rudat, Interim City Manager

By: _____
Walt Carrel, President

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

_____ [E] Melonie Anderson, City Clerk

APPROVED AS TO FORM:

By: _____
Michael R. Kenyon, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the City Manager of the City of Sammamish, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of the Sammamish Heritage Society, Washington nonprofit corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said _____, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
_____, residing at _____
My commission expires _____



Memorandum

801 - 228th AVENUE SE • SAMMAMISH, WASHINGTON 98075 • TEL: 425-295-0500 • FAX: 425-295-0600 • WEB: WWW.SAMMAMISH.US

DATE: April 29, 2020

TO: City Council

FROM: Dave Rudat, Interim City Manager
Anjali Myer, Interim Parks, Recreation & Facilities Director

RE: Summary of Discussions with the Sammamish Heritage Society

This memo serves to provide the context and a brief summary of the discussions with the Sammamish Heritage Society related to transfer of ownership, the potential relocation of the Reard house, and an amendment to the current lease agreement.

Transfer of Ownership

At the December 3, 2019 Regular Meeting, City Council discussed the transfer of ownership of the City-owned Reard house to the Sammamish Heritage Society (SHS). The Council unanimously voted to “Give direction to the City Attorney for investigating any restrictions, covenants, deeds and anything else Council needs to know relative to the house.”

The general conclusion and findings were that the land donor does not support the ownership transfer of the house. Mary Pigott's view is that the Reard house is to remain under City ownership if it is to remain within the park property. She emphasized that having the house owned by another organization other than the City is not consistent with her vision and intent of the property's use as a park. More detail is available in the [Agenda Bill](#) submitted for the January 7, 2020 Regular Meeting.

At the January 07, 2020 City Council Regular Meeting, City Council voted to direct the City Manager to set up a meeting with the appropriate staff, Sammamish Heritage Society and Councilmembers Ritchie and Ross to try to solve their disagreements and come back to the Council with a joint recommendation.

Potential Relocation

On March 12, 2020, Interim City Manager held an in-person meeting with Sammamish Heritage Society (SHS) members Harry Shedd (Vice President), Mary Moore (Project Manager for the Reard House) and Ella Moore (Treasurer). SHS expressed their interest in relocating the Reard House to the Beaton parcels the City purchased in 2018. They felt the Beaton properties would serve as a better location than the current one at Big Rock Park. On March 13, 2020, Dave Rudat met with Mary Pigott who reiterated her intent for the Reard House to remain under City ownership, if it remained at Big Rock Park.

Following the meeting with SHS, staff consulted with the City Attorney, Mike Kenyon. He reviewed the restrictive covenant on the Deed for the Beaton parcels and his response was, *“In our view, the use of a restored Reard House would fall within the permissible passive recreation use which includes community gardens, cultural uses, and the like. Consistent with our earlier advice regarding the Reard House at Big Rock Park, however, we also recommend that Parks Staff contact Mr. James Beaton as the Personal Representative of the Estate and obtain his confirmation and consent. While the Deed has no express enforcement term, the Estate does have the authority and ability to seek judicial relief if it disagrees with our opinion.”*

Staff then followed up with James Beaton who conferred with his two siblings that jointly inherited the property. All three were in agreement that the placement of a historic structure was not part of their vision for this property. Jim’s response via email was, *“Our intent was to allow restrooms and a possible storage shed to keep a mower and other athletic field equipment. If we had wanted a bigger structure or historic building on the parcels of Beaton Hill Park we would have pushed harder to keep our old house which had been on the property since 1943.”*

Due to COVID-19, staff met with City Council in two’s and three’s in the first week of April to present the bid results for Big Rock Park, Site B – Phase I Improvements and to provide an update of the discussions with SHS and the consideration of Beaton Hill Park as a new location for the Reard House. Some City Council members recalled that one of the considerations when purchasing the property was the possibility of incorporating active use on the site, such as a baseball field. Based on the site topography and sensitive areas, it did not appear that the Reard House could coexist with such a competing use. Additionally, staff noted that a Master Plan for the Beaton parcels would typically be the first step, which includes a significant public outreach process. Regardless, given that the Beatons’ did not see the placement of a historic house on the property as part of their vision, these discussions were not pursued further.

Lease Amendment

Staff held a series of follow-up meetings on April 16, 22 and 24 with the Sammamish Heritage Society and Councilmembers Ritchie and Ross via GoToMeetings. Mayor Moran also attended two of these meetings. Representatives from the Sammamish Heritage Society included Walt Carrel (President), Harry Shedd (Vice President), Mary Moore (Project Manager for the Reard House) and Ella Moore (Treasurer). City staff included Dave Rudat, Anjali Myer and Shelby Perrault.

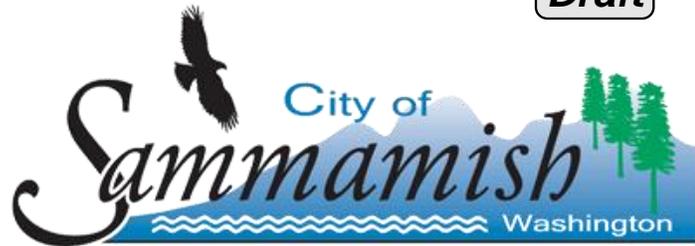
SHS also reached out to the Beatons’ and received similar feedback regarding their vision for the property. Since SHS did not have an alternate location in mind, discussions focused back on Big Rock Park. SHS expressed their concern that a lease amendment had not been executed. The first step to SHS signing a contract with the State for their Heritage Capital Project grant for the Reard House addition, was to have a signed amended lease. No work on the construction of the addition could start until then. Both parties agreed that it would be best for the foundation of the addition to be poured prior to the start of the City’s Phase I Improvements project, if feasible.

The City and Sammamish Heritage Society are amending the current lease agreement for the historic Reard House to reflect changes as a result of the construction of Phase I improvements of Big Rock Park Site B and to extend the length of the lease through 2034.

Due to the construction timeline for Big Rock Park Site B, the lease amendment includes temporary terms and conditions for before, during, and after the construction period including access, safety, roles/responsibilities, and liabilities. SHS would like to restrict the City's access to the house and acknowledged their responsibility and liability for the renovations to the house, as outlined in the lease language already. Additional provisions address topics such as interpretive signage, hours of work, logistics for securing the site during construction, clarification of where work is to be performed, notification procedures, and other adjustments.

The City reviewed SHS changes to the amended lease agreement and requested a handful of modifications. The SHS board voted to approve these modifications and authorized Walt Carrel, President of SHS, to sign the amended lease that is included as Exhibit A with this agenda bill.

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MINUTES

City Council Regular Meeting

6:30 PM - April 21, 2020

City Hall Council Chambers, Sammamish, WA

Mayor Karen Moran called the regular meeting of the Sammamish City Council to order at 6:30 p.m.

Councilmembers Present:

Mayor Karen Moran
Deputy Mayor Christie Malchow
Councilmember Jason Ritchie
Councilmember Kent Treen
Councilmember Chris Ross
Councilmember Ken Gamblin
Councilmember Pam Stuart

Council Attended Virtually via GoToMeeting

Staff Present:

Interim City Manager David Rudat
Sr. Management Analyst Mike Sugg
Director of Community Development David Pyle
Interim Director of Public Works Cheryl Paston
IT Director Jim Hominiuk
Emergency Manager Andrew Stevens
Community Services Coordinator Rita Badh
Assistant City Attorney Lisa Marshall
Deputy Clerk Lita Hachey

ROLL CALL

Roll was called.

PLEDGE OF ALLEGIANCE

Mike Sugg, Senior Management Analyst, led the pledge.

APPROVAL OF AGENDA

Mayor Moran requested to amend the agenda to discuss the adoption of an emergency ordinance regarding a development moratorium.

Councilmember Stuart requested to amend the agenda to discuss additional funding of the Human Services.

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MOTION: Mayor Karen Moran moved to amend the agenda to discuss the adoption of an emergency ordinance regarding a development moratorium and to be placed after the Executive Session. Deputy Mayor Christie Malchow seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Pam Stuart moved to add an item concerning additional funding for Human Services.

Councilmember Jason Ritchie seconded. Motion carried unanimously 7-0.

MOTION: Councilmember Kent Treen moved to approve the agenda as amended.

Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

EMERGENCY MANAGEMENT

Emergency Manager Andrew Stevens gave a situational update on the COVID-19 crisis in Sammamish and Washington State.

PUBLIC COMMENT

Ramiro Valderrama spoke regarding a decision made by the Growth Management Hearings Board and the proposal of a moratorium. A slide of northbound Sahalee Way NE was shown.

Deb Sogge, representing the Chamber of Commerce spoke about possibilities for opening up the Farmer's Market while still socially distancing.

Tom Hornish, spoke regarding the decision made by the Growth Management Hearings Board on the Gerend vs City of Sammamish case.

Written Comments are available upon request to the City Clerk, manderson@sammamish.us and can be found in iCompass Document Center found here:

<https://sammamishwa.civicweb.net/filepro/documents/45097>

CONSENT CALENDAR

Payroll: For the Period Ending April 15, 2020 For a Pay Date of April 20, 2020 in the Amount of \$474,134.36

Claims: For Period Ending April 21, 2020 In The Amount Of \$2,681,743.32 For Check No. 56783 Through 56893

Bid Award: Sammamish-WSDOT-King County ITS Improvement Project (Phase 1A) - Construction

Contract: Financial Software License Renewal/Springbrook

Approval: SE 4th St Improvement Project - Construction Contract Contingency Budget Increase/Marshbank

Supplemental Agreement: SE 4th St Improvement Project - Additional Engineering and Construction Management Services Budget/ Perteet

Grant: Stormwater Outreach/King Conservation District Grant

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Approval: Minutes for April 7, 2020 Regular Meeting

Approval: Minutes for April 14, 2020 Special Meeting

MOTION: Councilmember Jason Ritchie moved to approve the Consent Calendar. Councilmember Pam Stuart seconded. Motion carried 6-1 with Councilmember Kent Treen dissenting.

PRESENTATIONS / PROCLAMATIONS - NONE

PUBLIC HEARINGS - NONE

UNFINISHED BUSINESS

Emergency Ordinance: An Ordinance Of The City Of Sammamish, Washington, In Response To The Covid-19 Pandemic, Postponing Expiration Of The Tent City IV Temporary Homeless Encampment Use Permit Number THEU2019-00620 For 30 Days; Providing For Severability; And Declaring An Emergency

Interim City Manager Dave Rudat gave a staff update and read the proposed Ordinance regarding the Tent City IV Temporary Homeless Encampment.

MOTION: Deputy Mayor Christie Malchow moved to adopt the Ordinance postponing the expiration of the Tent City IV Temporary Homeless Encampment Use Permit Number THEU2019-00620 For 30 days. Councilmember Ken Gamblin seconded. Motion carried unanimously 7-0.

Discussion: Request for Additional Funding for Human Services.

Council's requests to staff for followup at May 5, 2020 Regular meeting:

- staff provide some additional information on what shortfalls in services are in Sammamish.
- requested what finances might still be available. (carry-forward funds, contingency funds or what funds are still on hand)
- which organizations have the greatest need and where funding should be going.
- is there overlap with Government funding and where our funding is specifically needed.

NEW BUSINESS

Emergency Ordinance: An Ordinance Of The City Of Sammamish, Washington, In Response To The Covid-19 Pandemic, Temporarily Extending Expiration Of Issued Building And Construction Permits; Granting The Director Of Community Development Discretion To Grant Extensions To Other Permit Expiration Dates; Authorizing Temporary Administrative Interpretations To Address Deadlines And Other Requirements Related To Permits; Establishing An Expiration Date Consistent With RCW 36.70A.390; Providing For Severability; And Declaring An Emergency

Director of Community Development David Pyle gave a staff update on the temporary extension of the expiration of issued building and construction permits due to the Governor's Order on work stoppages and addressed Council's questions.

Council requested that the City Manager have the final approval in granting extensions to other permit expiration dates; authorizing temporary administrative interpretations to address deadlines and other requirements related to permits after the Director of Community Development's review

Draft

and approval.

MOTION: Deputy Mayor Christie Malchow moved to approve the Ordinance temporarily extending expiration of issued building and construction permits; granting the Director of Community Development discretion to grant extensions to other permit expiration dates; authorizing temporary administrative interpretations to address deadlines and other requirements related to permits as amended. Councilmember Pam Stuart seconded. Motion carried unanimously 7-0.

COUNCIL REPORTS/ CITY MANAGER REPORT

Councilmember Stuart spoke about need for assistance for residence and the state legislation special session for additional funds. She also met with the Lake Washington School District last week.

Councilmember Gamblin spoke about masks at grocery stores and that almost all employees now have them.

Interim City Manager Dave Rudat spoke about a meeting he had with the Lake Washington School District. He also spoke about the economic impacts in the City and the continued effects of the COVID-19 virus.

City Council took a five minute break at 8:15 pm.

EXECUTIVE SESSION

Potential Land Acquisition pursuant to RCW 42.30.110(1)(b) and Potential Litigation pursuant to RCW 42.30.110(1)(i)

Council retired to an Executive Session at 8:20 pm and planned to return at 9:00 pm.

Mayor Moran extended the Executive session at 9:00 pm for one hour until 10:00 pm with the following action:

MOTION: Deputy Mayor Christie Malchow moved to extend the meeting until 11:00 pm Councilmember Kent Treen seconded. Motion carried unanimously 7-0.

Emergency Moratorium Ordinance: An Ordinance Of The City Of Sammamish, Washington, Adopting A Six Month Moratorium On The Acceptance Of Applications For Land Use, Development, And Building Permits Or Approvals Within The City Of Sammamish; Providing For Severability; Declaring An Emergency; And Establishing An Immediate Effective Date.

Mayor Moran read the proposed Emergency Moratorium Ordinance.

Council plans to revisit this topic during the Regular Meeting on May 5, 2020 to refine the types of activities covered by the moratorium.

MOTION: Deputy Mayor Christie Malchow moved to approve the Emergency Moratorium Ordinance. Councilmember Chris Ross seconded. Motion carried 6-1 with Councilmember Jason Ritchie dissenting.

MOTION: Councilmember Pam Stuart moved to adjourn. Councilmember Ken Gamblin seconded. Motion carried unanimously 7-0.

ADJOURNMENT

The meeting adjourned at 10:35 pm.

Draft

Lita Hachey, Deputy City Clerk

Karen Moran, Mayor

Agenda Bill
 City Council Regular Meeting
 May 05, 2020



SUBJECT:	Human Services Grant Funding in Response to Covid-19		
DATE SUBMITTED:	April 29, 2020		
DEPARTMENT:	Human Services		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Approve \$43,000 for allocation to community organizations in response to Covid-19.		
EXHIBITS:	1. Exhibit 1 - Information from Community Organizations		
BUDGET:			
Total dollar amount	\$43,000	<input checked="" type="checkbox"/>	Approved in budget
Fund(s)	001-050-557-20-41-00	<input checked="" type="checkbox"/>	Budget reallocation required
	001-090-518-90-41-09	<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

KEY FACTS AND INFORMATION SUMMARY:

Introduction

On April 21, 2020, the City Council discussed allocating grant funding to assist non-profits working to serve residents through the Covid-19 emergency. Council expressed a desire to see data from the non-profits, in addition to a staff recommendation, for their regular meeting on May 5.

Data

Following the April 21 meeting, staff reached out to a variety of organizations to request any available data that would show Covid-19's impact on their organization, such as an increase in residents served and quantity of services delivered. That information is included in **Exhibit 1**.

While the organizations were able to provide some insightful data, in some cases the most recent data from April (which would best illustrate the impacts of Covid-19) was not yet available. The nature of the

emergency has made it difficult to collect and report out data, whether it be due to staffing limitations or interruptions to traditional methods of collection. One example was an organization that had been collecting client information on paper and filing it away until they have time to tabulate the data electronically so it can be reported out. Staff anticipate that more complete data will become available as the emergency progresses.

Recommendation

On April 28, staff met with the Mayor and Chair of the Human Services Commission to discuss the initial data results and ideas for potential funding approaches. One of the key ideas discussed was a phased approach. This would allow the City to allocate funding over time where appropriate, with consideration for changing needs and other funding distributions (such the upcoming round of Seattle Foundation grants). The first phase would involve carryforward dollars (plus a match), and subsequent phases would potentially be able to utilize other funding sources available to the City (such as CARES Act funding).

Initial Recommendation

Staff will be transferring \$21,500 in unspent human services grant funding from the 2019 budget into the 2020 budget as part of the carryforward process. This is funding that was budgeted in 2019 but never distributed to contracted grantees, primarily due to them being unable to meet stated deliverables.

During the April 28 meeting noted above, there was discussion among the group about matching this carryforward for greater impact, for a total of \$43,000. The group felt this funding would be best allocated as follows:

Organization	Service	Amount
St. Vincent de Paul	Rental Assistance	\$14,000
Eastside Friends of Seniors	Phone Support to Combat Isolation; Grocery Delivery	\$14,000
Issaquah Food & Clothing Bank	Food & Grocery Delivery	\$7,500
Hopelink	Food	\$7,500
	Total	\$43,000

While the \$21,500 in matching funds are not budgeted, staff believe this is an expense that could likely be reimbursed by CARES Act funding (more info below).

Future Recommendation

On April 29, 2020, the City received notice from Governor Inslee's Office that the City would be eligible for \$1,932,300 in pass-through CARES Act funding from the State of Washington. Staff is currently analyzing how this funding could be deployed within the City. One of the options that appears to be an allowable use of the funds is for support to certain non-profits and businesses impacted by Covid-19.

Staff will continue to monitor data from community organizations over the coming weeks, as well as digest the CARES Act requirements, and return at a future Council meeting with further options for funding our community organizations.

FINANCIAL IMPACT:

\$21,500 in carryforward human services grant funding is budgeted in 001-050-557-20-41-00 (Human Services Department - Professional Services).

\$21,500 in matching funding is not budgeted and would come from 001-090-518-90-41-09 (Non-Departmental - Operating Contingency). This match is potentially eligible for reimbursement via CARES Act funding.

Exhibit 1: Information from Community Organizations

Organization	Primary Services	Impact of Covid-19	Funding Received	Funding Need
Issaquah Food & Clothing Bank	Food; Grocery delivery	<p>Emergency Drive-Thru Program <i>(Data from whole service area)</i></p> <ul style="list-style-type: none"> • 1,100 pick-ups • 122 new households (14% increase in new clients from prior month (normal monthly increase is 4%)) <p>Grocery Delivery</p> <ul style="list-style-type: none"> • Delivering to 31 Sammamish households for residents unable to shop at the food bank in-person. <p>Lunch for the Break <i>(K-12 in ISD during spring break)</i></p> <ul style="list-style-type: none"> • Distributed 596 boxes (normal is 400) <p>Funding Impact</p> <ul style="list-style-type: none"> • \$112,250 potential loss of funding from 2020 fundraising events <p>Donation Impact</p> <ul style="list-style-type: none"> • Pre-Covid: 125,000 lbs/week average (from stores, food drives, government, etc.) • Current: 30,000 lbs/week average (from online donation list only) 	<p>Seattle Foundation: \$50,000</p> <p>Sammamish Kiwanis: \$10,000 (pending)</p> <p>Free Hugs: \$5,000</p>	<ul style="list-style-type: none"> • In April, personal inventory was depleted and expenditures increased between \$8,000-\$10,000 above weekly budget • Spending \$32,000 - \$40,000 more per month to purchase supplies and food • If emergency carries on for the remainder of year, they could see an unexpected expenditure of over \$288,000
Hopelink	Food; Rent assistance	<ul style="list-style-type: none"> • Redmond Hopelink location distributed average of 500 food boxes per week since Covid-19 started <ul style="list-style-type: none"> ○ Not tracking details of who is receiving food boxes to reduce transmission and to speed up process. • Redmond Hopelink location received 550 requests for rental assistance (awaiting Sammamish-specific data) <ul style="list-style-type: none"> ○ Planning to distribute \$820,000 across all Hopelink locations in the next 3 months • Operations are roughly 40% of normal (revenue from their Direct Operations Division where they have contacts with King County Metro has been severely impacted) 	<p>Bellevue: \$90,000 (rental assist.)</p> <p>Kirkland: \$30,000 (rental assist.) \$20,000 (food assist.)</p> <p>Seattle Foundation: \$50,000</p>	<ul style="list-style-type: none"> • Continuing to seek funds for general operating costs to replace lost revenue

St. Vincent de Paul	Rental & utility assistance	<ul style="list-style-type: none"> For the period of March 22 - April 18: <ul style="list-style-type: none"> 2019: 27 residents served 2020: 48 residents served (increase of 77%) Q1 2019 donations averaged \$4,100/month from parish donations; no longer receiving this Last year received \$34,000 from a church fundraiser, which is unlikely to happen this year 	Donations: \$1,800 in April representing donations made by parishioners in early March	<ul style="list-style-type: none"> Current cash flow analysis - considering the current lack of donations and anticipated Covid-19 needs - shows St. Vincent de Paul will run out of money by June 2020
Issaquah Community Services	Rental & utility assistance	<ul style="list-style-type: none"> In April alone, have served 23 households (this is more than the entire first quarters of 2019 and 2020 combined) 	Issaquah: \$40,000 (rental assist.)	<ul style="list-style-type: none"> Without additional funding, unsure if they will have enough money available to provide much assistance beyond a couple of months
Lifewire	Domestic violence	<ul style="list-style-type: none"> Too soon to see trends in numbers, however requests from survivors for emergency financial assistance (rent, food, utilities) has grown Postponed fundraiser gala which was their largest fundraiser - may mean significant cash flow problems 	Bellevue: \$90,000 (rental assist.) Seattle Foundation: \$25,000 Kirkland: \$10,000	<ul style="list-style-type: none"> Need money to help survivors to pay for rent, food and other basic needs
Eastside Friends of Seniors	Volunteer transportation for medical appointments and information and referral for seniors	<ul style="list-style-type: none"> Providing telephone support to combat isolation, and shopping pick up for clients April 2019 revenue was \$5,713, and currently for April 2020 revenue is \$1,200 Little change from March to April in volunteer transportation numbers Fundraiser has been postponed 		<ul style="list-style-type: none"> Concerned about operational funding Need for 2 fully functioning laptops to participate in meetings with video

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Development Moratorium Refinement		
DATE SUBMITTED:	May 04, 2020		
DEPARTMENT:	Community Development		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Consider amending the Development Moratorium passed on April 21, 2020 (Ordinance # ORD2020-501) to refine the list of prohibited projects.		
EXHIBITS:			
BUDGET:			
Total dollar amount		<input type="checkbox"/>	Approved in budget
Fund(s)		<input type="checkbox"/>	Budget reallocation required
		<input checked="" type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Should the Council refine the list of projects and actions prohibited under Ordinance ORD2020-501 to focus restriction on projects that cause traffic impacts and allow other projects to proceed?

KEY FACTS AND INFORMATION SUMMARY:

On Monday April 20, 2020 the Growth Management Hearings Board (GMHB) reached a decision in the case of Don Gerend v. City of Sammamish regarding the City’s prior amendments to its transportation concurrency and level of service standards. The decision identified questions that need to be resolved by the City regarding growth and development.

To give the City the necessary time to evaluate these questions, at the April 21, 2020 City Council Regular Meeting the City Council passed a 6-month moratorium on all land use, development, and building permit applications, which went into effect immediately. The City Council has expressed

interest in revisiting this topic during their Regular Meeting on May 5, 2020 to refine the types of activities covered by the moratorium.

To support the Council's conversation on this topic, staff have prepared three primary alternatives for consideration. Each of these alternatives presents a unique approach to refining what permit types and projects may proceed while restricting others. Each alternative also presents a different level of burden on the part of staff in administering the moratorium.

Option #1 -Rewrite moratorium to only prohibit projects of biggest impact. This would include prohibiting the following:

- 1) New Preliminary Subdivisions
- 2) New Preliminary Short Subdivision
- 3) New Commercial Space
- 4) Unified Zone Development Permits
- 5) Commercial Tenant Improvements causing changes in use where the new use would cause additional vehicle trips over the existing use
- 6) Commercial Site Development Permits
- 7) New Multifamily Units

Statement Supporting Option #1: The intent of the moratorium is ensuring that before applications with potential impacts are approved the City has the time to complete SEPA work and Comp Plan/Dev Reg development required by the GMHB FDO remand. Traffic impacts are known to be one of the biggest impacts and concerns in Sammamish. Rewriting the moratorium to focus on prohibiting those projects that are the primary generators of new trips would address the concern and not cause hardship for other permit applicants in the City. This option presents a clear method of sorting which applications would cause concentrations of new trips. Rather than prohibit all development permits under moratoria, a specific type of project would be prohibited, and other activities would be allowed to proceed. Option #1 is considered to be a low-burden option for staff administration.

Option #1 Proposed Language: Replace Section 2 of Ordinance ORD2020-501 as follows:

Section 2. Moratorium Imposed. As authorized by the Growth Management Act, RCW 35A.63.220, a moratorium is hereby enacted on the acceptance of applications for preliminary subdivisions, preliminary short subdivisions, unified zone development permits, commercial site development permits, new multi-family units, new commercial space, and tenant improvements for change in use of existing commercial space where the new use would cause additional vehicle trips over the existing use.

Option #2 – Rewrite moratorium to only prohibit new Concurrency Certificates. This would stop all projects that require processing of a Concurrency Certificate. Projects that have been submitted and are under review that have already received concurrency certificate may continue in review. No new concurrency certificates would be issued until the moratorium is lifted.

Statement Supporting Option #2: Rewriting the moratorium to prohibit new Concurrency Certificates would be simple to follow and very clear and would also address the concerns raised in Option #1 above by prohibiting the things that potentially generate trips and everything else would be allowed. Option #2 is considered to be a low-burden option for staff administration.

Option #2 Proposed Language: Replace Section 2 of Ordinance ORD2020-501 as follows:

Section 2. Moratorium Imposed. As authorized by the Growth Management Act, RCW 35A.63.220, a moratorium is hereby enacted on the acceptance of applications for concurrency certificate.

Option #3 – List out exceptions to the moratorium per Council discretion. Under this option projects and permit types would be created that may continue to be accepted and would be allowed under the moratorium that likely do not cause trips. Things like single family home remodels, commercial TIs that

do not constitute a change of use, parks projects, public works projects, school projects, landscaping projects, and clearing and grading projects would be 'excepted' from the moratorium. This option would require assembly of a comprehensive list the focus of which would be inclusion of projects that are not probable to cause trips.

Statement Supporting Option #3: This alternative allows the City to except certain permits or activities from the moratorium that likely don't cause additional trips and allows for fine tuning of the list at the discretion of the Council to ensure we are allowing the "correct" projects and permits to continue. Option #3 is considered to be a high-burden option for staff administration.

Option #3 Proposed Language: Retain Section 2 as-is and add a new Section 3 to Ordinance ORD2020-501 with a list of excepted permit types to be developed by the Council (see list of possible exceptions below):

Section 2. Moratorium Imposed. As authorized by the Growth Management Act, RCW 35A.63.220, a moratorium is hereby enacted on the acceptance of applications for land use, development, and building activities under the following Titles and chapters of the Sammamish Municipal Code ("SMC"): Title 19A, Land Division; Title 21A, Development Code; Title 21B, Town Center Development Code; Title 25, Shoreline Management; Title 16, Building and Construction; Chapter 15.10, Flood Damage Prevention; Chapter 14A.10, Concurrency; and Chapter 13.20, Surface Water Runoff Regulations

NEW Section 3. Categorical Exemptions. *The term "Applications" shall not include applications for:*

- A. Permits and approvals for churches, synagogues, and temples; health service uses; education service uses; park use; and day care facilities;
- B. Permits and approvals for additions or alterations to existing single family residences including, but not limited to, carports/garages, decks, docks, electrical/mechanical/plumbing, interior building permits, exterior building permits, rockeries/retaining walls, spas/pools, sports courts;
- C. Permits and approvals for additions or alterations to existing multifamily residential and commercial structures when such additions or alterations do not result in the creation of new units, and permits for structures replacing pre-existing structures destroyed by fire or other unintentional casualty;
- D. Permits and approvals for new single-family homes, on any legally created lot;
- E. Permits and approvals for government facilities and structures including, but not limited to, streets, utilities, and surface water improvements;
- F. Permits and approvals for removal and replacement of significant trees;
- G. Permits and approvals for signs;
- H. Permits and approvals for accessory dwelling units;
- I. Permits and approvals for law enforcement, emergency medical, and disaster relief facilities, parking and storage;
- J. Permits and approvals of any type submitted on or before April 21, 2020, including those for which a pre-application meeting was completed with the City to the satisfaction of the Community Development Director and/or designee;
- K. Permits and approvals for development wholly comprised of "affordable housing units" as that term is defined in SMC 21B.75.060(l);
- L. Permits and approvals for Demolition;
- M. Permits and approvals for Clearing and Grading;
- N. Permits and approvals for a Boundary Line Adjustment (BLA);
- O. Permits and approvals for a Reasonable Use Exception (RUE) for any legally created lot resulting in a new single—family residence;
- P. Permits and approvals for Wireless Communication Facilities (WCF);

- Q. Permits and approvals for standalone commercial uses and structures;
 - S. Permits and approvals for preliminary Subdivisions and preliminary Short Plats;
 - T. Permits and approvals for rezones involving matters previously docketed by Resolution;
- OTHER ALTERNATIVES FOR CONSIDERATION:
- U. Single family demolition projects;
 - V. New single family residential replacing existing (demo and rebuild 1:1);
 - W. New single family residential units on existing vacant lots not vested under RCW 58.17.170;
 - X. New single family residential units on recently created existing vacant lots vested under RCW 58.17.170
 - Y. Change of use tenant improvement ;
 - Z. No change of use tenant improvement;
 - AA. Multi-family remodel projects of existing units;;
 - BB. Multi-family addition projects that do not create new units;
 - CC. Land Use/Zoning Variances;
 - DD. All Shoreline Permits;
 - EE. Public Agency Utility Exception (PAUE) permits;
 - FF. Final Subdivisions and Final Short Subdivisions.

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Bid Award: Big Rock Park Site B - Phase I Improvements		
DATE SUBMITTED:	April 27, 2020		
DEPARTMENT:	Parks, Recreation & Facilities		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the City Manager to execute a construction contract for Phase I Improvements at Big Rock Park Site B in an amount not to exceed \$3,431,000.		
EXHIBITS:	1. Exhibit 1 - Bid Tab 2. Exhibit 2 - Construction Contract 3. Exhibit 3 - Final Design		
BUDGET:			
Total dollar amount	\$3,431,000	<input checked="" type="checkbox"/>	Approved in budget
Fund(s)	Parks Capital Improvement Fund	<input checked="" type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation		
<input checked="" type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:

Shall the City Council authorize the City Manager to execute a construction contract with the lowest responsive and responsible bidder for Phase I Improvements at Big Rock Park Site B?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

This is a construction contract for Phase I Improvements at Big Rock Park Site B. This project will construct all necessary improvements to open the park to the public. These include approximately 300 lineal feet of street frontage improvements, a large turn-around for EVA/Fire access, construction of a 12-stall parking lot, improvements associated with the pre-fabricated restroom installation, extensive

septic, utility, and stormwater infrastructure, and pedestrian circulation. Additive alternate work includes electrical upgrades to the tree house, and ADA access to the existing tree house and Reard House.

Work includes the demolition of existing structures, roadway construction, a new parking lot, cement concrete curb and gutter, cement concrete sidewalk, fencing, foundation for a pre-fabricated restroom, sewage system, drainage improvements, electrical system installation, franchise utility coordination, site grading, irrigation, landscaping, channelization, traffic control, permanent signing, and coordination with the restroom building contractor.

The project was advertised for bid on February 4, 2020. Bids were opened on March 4, 2020 and a total of two bids were received. The responsible bidder was determined by the lowest total bid (sum of all bid schedules). Active Construction, Inc. submitted a bid for \$2,566,334.87 which is higher than the Engineer's Estimate of \$1.9 million. Staff evaluated the bids and Active Construction, Inc. was identified as the lowest responsive and responsible bidder.

Bid Schedule Overview

- **Schedule A – 220th Ave SE and 221st Ave SE Roadway Improvements:** right-of-way improvements on 220th Ave SE include construction of a new paved half street, including grading, drainage, sidewalk, lighting, and landscaping. 221st Ave SE improvements will include pavement striping for 3 parallel parking stalls and a turnaround within the right-of-way.
- **Schedule B – Big Rock Park Site B Improvements:** park improvements include a paved parking lot and entry drive, pedestrian circulation, a pre-fabricated restroom, sewage system, drainage improvements, electrical system installation, fencing, tree house security improvements, irrigation, landscaping, and site furnishings.
- **Schedule C – Franchise Utility Items:** construction coordination with Puget Sound Energy and Comcast. Work will also include installing infrastructure for Comcast underground service.
- **Schedule D – Alternate 1, Tree House Ramp Improvements:** construction of an accessible ramp to the existing tree house, with gate, and electrical conduit for wiring.
- **Schedule E – Alternate 2, Tree House Electrical and Electronic Lock Upgrades:** work under this schedule is contingent on approval of Schedule D; includes extending electrical wiring to the existing tree house and gate to allow for remote locking.
- **Schedule F – Alternate 3, Reard House Ramp and Deck:** construction of an accessible ramp with lighting, stairs, and deck to the historic house.

Overview of the Project Bid:

The bid included a total of six schedules as noted in the attached bid tab and in the table below:

Schedule A - 220th Ave SE and 221st Ave SE Roadway Improvements	\$	274,651.25
Schedule B - Big Rock Park Site B Improvements	\$	1,654,948.75
Schedule C - Franchise Utility Connections	\$	4,400.00
Schedule D - Alternate 1, Tree House Improvements	\$	275,000.00
Schedule E - Alternate 2, Tree House Electrical	\$	14,000.00
Schedule F - Alternate 3, Rear House Ramp and Deck	\$	135,000.00
Washington State Sales Tax (Schedules B - F Only)*	\$	208,334.87
TOTAL BID AMOUNT		\$ 2,566,334.87

*Work in the Right of Way is not subject to WSST.

Staff Recommendation:

Staff acknowledge that the bids are higher than the Engineer's Estimate, but recommend that City Council award Schedules A-C at a minimum and authorize the construction contract for the following reasons:

- The property was transferred to the City in 2017 and has been closed to the public since that time. Without these improvements, the property is likely to remain closed to the public.
- The City has committed to the Sammamish Heritage Society (SHS) an in-kind grant match for utility improvements for the kitchen addition grant they recently received. This includes stub outs for water, septic, and electrical that are included in Schedule B.
- The existing tree house is currently only accessible via stairs. Although the City has an opportunity to provide universal access to this amenity, it is not required because the structure was built prior to property transfer. Due to cost, staff are recommending this schedule be deferred to a subsequent phase or omitted.
- While providing ADA access to the Rear House is part of SHS's grant requirements, this schedule can be completed independently at a later date when the addition to the house is complete and outstanding reconstruction work is near completion.
- Reference checks for the low bidder, ACI, are very positive. It is unclear that re-bidding the project at a later date will bring down the price and it will cause us to lose the construction window for this year.

Project Timeline:

- Feasibility: Summer - Fall 2018 (Complete)
- Design, Construction Documents & Permitting: Fall 2018 – Winter 2019 (Complete)
- Bidding & Council Award: February - May 2020
- Construction: May - December 2020

Project Background:

City staff introduced the preliminary design and associated costs for Phase I Improvements at the [October 01, 2018 City Council Study Session](#). The intent of this meeting was to brief City Council on the findings of the Feasibility Study, receive direction on optional amenities that Council could elect to include or exclude from the project scope, and inform City Council of anticipated costs for all project components. At this meeting, the total anticipated project costs were \$3,831,200.

Based on feedback from City Council on the inclusion of a selection of optional amenities, staff revised project costs and presented updated costs with the planning and design services contract for Phase I Improvements at the [November 20, 2018 City Council Regular Meeting](#). Revised anticipated costs were reduced to \$3,384,200, which was about half a million less than previously projected. City Council authorized the City Manager to execute a contract for planning and design services for Phase I Improvements but did not allocate additional funds for the construction of this project.

Staff were required to obtain a total of 17 permits as part of this first phase of development. This phase will open the 20-acre park, provide parking, and may provide ADA access to the Reard House and the tree house. Currently, the primary access is provided from the south via 220th Ave SE which will be converted to a half-street and serve as the only vehicular entrance to Site B. Internal to the site, a roundabout is required to support the Emergency Vehicle/Fire access for the Reard House. A 12-stall parking lot is proposed on-site to support the Reard House and park users. The project will also provide three parallel parking spots within the 221st Ave SE right-of-way to serve a minor pedestrian-only trail entrance. A second pedestrian-only entrance will be provided between Big Rock Park Site A and B.

Pre-fabricated Restroom

City Council authorized the City Manager to execute a contract with the Public Restroom Company at the [July 16, 2019 City Council Regular Meeting](#) for the manufacturing, shipping, and installation of a pre-fabricated restroom. Approval to purchase the restroom last summer was needed to ensure the building would be permitted, manufactured and available for installation prior to the anticipated start date of construction for phase I improvements. The building includes two accessible unisex restrooms, each equipped with one toilet, one urinal and one baby changing station. This company also furnished and installed the pre-fabricated restroom at Sammamish Landing Park.

Trail Restoration

The maintenance crew has completed trail restoration work that is outside the limit of work and excluded from the contractor's scope of work. This work included decommissioning a portion of trails that were identified as being removed in the master plan, restoring and resurfacing the remaining trail network, and installing a trail connection point between Site A and B. Trail restoration work was necessary to complete prior to park opening.

FINANCIAL IMPACT:

The total project costs include construction costs, applicable taxes, utility connection fees, contingencies and soft costs. Although the project costs exceed the current budget, there are sufficient funds within the Parks Capital Improvement Fund from the Parks Capital Contingency Reserve and in the ending fund balance to support the proposed project. For example, a total of \$1,675,000 is available from the East Sammamish Park Playground and Parking Improvements Project, which has been placed on hold because of the Margaret Mead Elementary School rebuild.

The following tables outline available funds from the Parks Capital Improvement Fund, total project costs if all schedules are awarded, and total project costs per staff's recommendation.

Project Funding

2019-20 Parks CIP budget for Phase I Improvements	\$	2,200,000.00
2020 Parks Capital Contingency Reserve	\$	1,065,000.00
2020 Parks CIP budget for Reard House Ramp	\$	150,000.00
Total Project Funds	\$	3,415,000.00

Project Costs - All Schedules

Construction Costs (All Schedules, A - F)	\$	2,358,000.00
Washington State Sales Tax (Schedules B - F)	\$	208,334.87
Construction Contingency	\$	240,000.00
Survey, Site Studies, Design & Engineering Fees	\$	354,301.00
Construction Management, Special Inspections	\$	311,000.00
Sammamish Plateau Water & Sewer District (Estimated)	\$	150,000.00
Puget Sound Energy Connection Fees (Estimated)	\$	25,000.00
Pre-fabricated Restroom Contract	\$	240,000.00
Misc. Site Furnishings & Signage	\$	50,000.00
Total Estimated Project Costs	\$	3,936,635.87
Project Funding	\$	3,415,000.00
Outstanding Balance	\$	(521,635.87)

**Contract for Construction Management services with KPG Interdisciplinary Design is submitted as a separate agenda bill and is contingent upon the bid award.*

Project Costs - Staff Recommendation

Construction Costs (Schedules A - C)	\$	1,917,406.51
Washington State Sales Tax (Schedules B & C)	\$	182,528.36
Construction Contingency	\$	200,000.00
Survey, Site Studies, Design & Engineering Fees	\$	354,301.00
Construction Management, Special Inspections	\$	311,000.00
Sammamish Plateau Water & Sewer District (Estimated)	\$	150,000.00
Puget Sound Energy Connection Fees (Estimated)	\$	25,000.00
Pre-fabricated Restroom Contract	\$	240,000.00
Misc. Site Furnishings & Signage	\$	50,000.00
Total Estimated Project Costs	\$	3,430,235.87
Project Funding	\$	3,265,000.00
Outstanding Balance	\$	(165,235.87)

Misc. Site Furnishings & Signage

A selection of site furnishings and all site signage is excluded from the contractor's scope of work. This will be completed internally by the City's maintenance crew and park planning staff. Examples of this include kiosks with entry maps, trail-side signage to navigate the extensive trail network, interpretive

and park rule signage, and rule signage required by Eastside Fire & Rescue for the Reard House and Tree house.

OTHER ALTERNATIVES CONSIDERED:

Alternative #1 - City Council may choose to award a different selection of alternate schedules.

Alternative #2 - City Council may choose not to award the construction contract and postpone Phase I Improvements. The park will remain closed to the public until the required improvements are completed. The costs for these required improvements will continue to increase annually by approximately 5%. Costs will continue to be incurred for maintenance to site amenities such as the treehouse.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Work under this contract is outlined in the following documents:

- [Big Rock Park Master Plan](#), adopted by City Council in July 2014
- [Parks & Recreation Open Space \(PRO\) Plan](#), adopted by City Council in February 2018



801 228th Ave SE
 Sammamish, WA 98075
www.sammamish.us

BID OPENING
 Parks, Recreation & Facilities Department
Big Rock Park Site B – Phase I Improvements
 March 4, 2020
 2:00 P.M. (Local Time)

BIDDER	SIGNED PROPOSAL	ADDENDUM ACKNOWLEDGED	STATEMENT OF BIDDERS	BID BOND	RESPONSIBLE BIDDER CRITERIA	NON-COLLUSION AFFIDAVIT	MINIMUM WAGE FORM	SCHEDULE A: Right of Way	SCHEDULE B*: Park Improvements	SCHEDULE C*: Franchise Utility Items	SCHEDULE D*: Tree House Ramp Improvements	SCHEDULE E*: Tree House Electrical & Electronic Lock Upgrades	SCHEDULE F*: Rear House Ramps & Deck	TOTAL FOR ALL SCHEDULES:
ACTIVE CONSTRUCTION, INC.	X	X	X	X	X	X	X	\$274,651.25	\$1,820,443.62	\$4,840	\$302,500	\$15,400	\$148,500	\$2,566,334.87
A1 LANDSCAPING & CONSTRUCTION	X	X	X	X	X	X	X	\$443,867	\$2,159,649.80	\$6,490	\$37,950	\$20,900	\$160,270	\$2,829,126.80

**Bid Amount includes Washington State Sales Tax.*

Lowest Responsive and Responsible Bidder: Active Construction, Inc.

Construction Allowance: Engineer's Estimate \$1.9M

A contract will be awarded, if at all, based on the lowest responsible bidder for the **Total Bid Price** for all schedules. Bid alternative schedules may or may not be awarded. Award date anticipated **May 5, 2020**.

Contract No. C2020-xxx

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2020 by and between THE CITY OF SAMMAMISH, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "CITY" and Active Construction, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

- 1) The Contractor shall within the time stipulated, (to-wit: within one hundred twenty [120] working days from date of commencement hereof as required by the Contract, of which this agreement is a component part) perform all the work and services required to be performed, and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in a workmanlike manner, in connection with the City's Project, **Big Rock Park – Site B Phase I Improvements** for the construction of improvements including demolition, site grading, HMA parking lot, road pavement, traffic control, cement concrete sidewalk and trail, cement concrete curb and gutter, foundation for a pre-fabricated restroom building, construction of garden fencing, split rail fencing, chain link fencing, mulch trail, gravel trail, permanent signing, onsite sewage system and drainage improvements, franchise utility coordination, Illumination and electrical system installation, channelization, deck and access ramps to existing historic Reard House and to existing tree house, coordination with restroom building contractor, other underground utilities, landscaping, irrigation, and associated work all in accordance with the attached Contract Plans, Special Provisions, and Standard Specifications.

All the foregoing shall be timely performed, furnished, constructed, installed and completed in strict conformity with the plans and specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances and regulations of the City of Sammamish and any other governmental authority having jurisdiction thereover. It is further agreed and stipulated that all of said labor, materials, appliances, machines, tools, equipment and services shall be furnished and the construction installation performed and completed to the satisfaction and the approval of the City's Public Works Director as being in such conformity with the plans, specifications and all requirements of or arising under the Contract.

- 2) The aforesaid Contract, entered into by the acceptance of the Contractor's bid and signing of this agreement, consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached.
- a) This Agreement
 - b) Instruction to Bidders
 - c) Project Proposal
 - d) Specifications
 - e) Maps and Plans
 - f) Bid
 - g) Advertisement for Bids

Contract No. C2020-xxx

- h) Special Provisions, if any
- i) Addenda, if any

All documents required under this Agreement, including but not limited to:

- j) Documentation evidencing insurance,
 - k) Copy of Contractor's state contractor license and UBI number
 - l) Copy of Contractor's business license
 - m) Employment Security Dept #, if applicable
 - n) State Excise Tax Registration, if applicable
 - o) Industrial Insurance coverage, if applicable
 - p) Proof of required Prevailing Wage/Public Works Training (per RCW 39.04.350 effective 7/1/2019 or proof of exemption)
 - q) and all modifications or changes issued pursuant to the Contract Documents.
- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented

Contract No. C2020-xxx

invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract.

In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by personal delivery thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.
- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 120 working days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2018 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City.
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor.
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) Performance During COVID-19 (Corona Virus).

Contract No. C2020-xxx

This Agreement's effective date follows the Governor's February 29, 2020, declaration of a statewide emergency due to the spread of coronavirus. This Agreement also follows the President's March 1, 2020, declaration of a federal emergency due to coronavirus. The President and the Governor have continued to issue additional orders limiting public gatherings and closing many businesses. The parties to this Agreement are without information as to when this federal and statewide emergency will end and acknowledge that it may continue for months into the future. The parties further acknowledge that the impacts of this federal and statewide emergency may create staffing shortages, supply-chain shortages and delays, as well as shortages and/or delays not reasonably contemplated by the parties on the effective date of this Agreement. In order to address performance uncertainties created by the emergency, the parties agree as follows:

- A. During the term of this Agreement, Contractor will submit written notice to the City of any schedule or performance delays related to the declarations of emergency issued by the Governor and/or the President, including any updates or revisions issued after execution of this Agreement, as soon as Contractor is reasonably aware of such schedule or performance delays. As soon as is practicable under the circumstances, the City and Contractor will meet to discuss possible revisions to this Agreement, including contractor-initiated requests for additional time and other revisions to performance milestones and to the Scope of Work. Upon reaching agreement to such revisions, the revisions will be formalized in writing by amendment(s) to this Agreement.
- B. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 10.A, above, the parties will comply with the dispute resolution requirements set forth in the project specifications.
- C. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 10.A, above, and if Contractor refuses to participate in alternative dispute resolution required by Subsection 10.B, above, the City will have the legal authority to terminate the Agreement pursuant to Section 3 above. If the City should so terminate, it shall be entitled to damages for breach of contract.
- 11) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.
- 12) The total amount of this contract is the sum of _____
Numbers

written words

which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

Contract No. C2020-xxx

IN WITNESS WHEREOF, the City has caused these presents to be signed by its City Manager and attested by its City Attorney and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR

CITY OF SAMMAMISH

President/Partner/Owner

City Manager

ATTEST

Secretary

City Attorney

Firm Name

check one

Individual Partnership Corporation Incorporated in _____

Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If business is a PARTNERSHIP, full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.

If business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

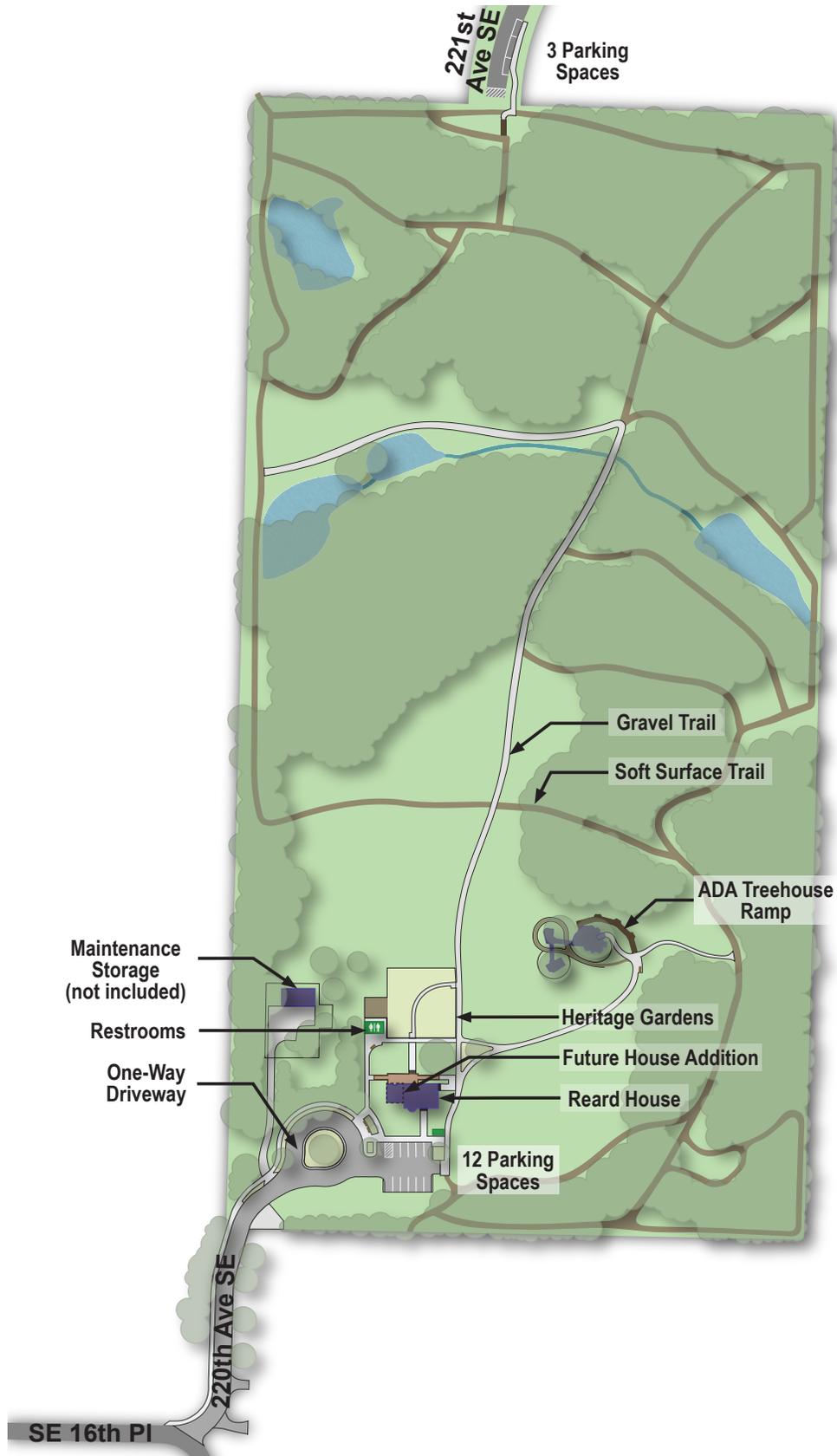


Exhibit 3 - Site B Final Design

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Construction Management Services: Big Rock Park Site B - Phase I Improvements	
DATE SUBMITTED:	April 28, 2020	
DEPARTMENT:	Parks, Recreation & Facilities	
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	Authorize the City Manager to execute a contract with KPG Interdisciplinary Design for Construction Management Services for \$283,000 and authorize an additional \$28,000 contingency (total authorization not to exceed \$311,000) for additional services if needed. Authorization of this contract is contingent on the bid award for the Big Rock Park Site B - Phase I Improvement Project.	
EXHIBITS:	1. Exhibit 1 - Construction Management Services Contract	
BUDGET:		
Total dollar amount	\$311,000	<input checked="" type="checkbox"/> Approved in budget
Fund(s)	Parks Capital Improvement Fund	<input type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input checked="" type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input checked="" type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Shall the Council authorize the City Manager to execute a contract with KPG Interdisciplinary Design for Construction Management Services for the Big Rock Park Site B - Phase I Improvements Project?

KEY FACTS AND INFORMATION SUMMARY:

Summary:

This contract is for construction management services for the Big Rock Park Site B - Phase I Improvement project and is contingent upon the bid award for the construction contract, which is submitted in a separate agenda bill.

The Big Rock Park Site B - Phase I Improvement project will construct all necessary improvements to open the park to the public. This requires approximately 300 lineal feet of street frontage improvements, a large turn-around for EVA/Fire access, a 12-stall parking lot, improvements associated with the pre-fabricated restroom installation, and extensive septic, utility, and stormwater infrastructure that requires observation, testing, documentation, and reporting.

Scope of Work:

Under the Construction Management Services contract, KPG Interdisciplinary Design will ensure that the improvements are constructed in accordance with the approved Plans and Specifications, and all required project documentation is accounted for. KPG will provide project management, on-site observation, field inspections, material (field and lab) testing, special inspections (septic, structural, seismic, welding, etc), contract administration (organize and lead meetings, review pay applications, etc.), change management, quality assurance, and project closeout. The proposed construction management team will include an inspector on site full-time during the anticipated 120-day project duration, in addition to part-time engineers in office to complete required project documentation (including the Engineer of Record for the design phase).

Project Background:

In November 2018, City Council authorized a contract for design and engineering services with KPG to prepare plans and specifications for the final design of Big Rock Park Site B - Phase I Improvements. A selection of the proposed construction improvements are required to open the park and the Reard House for public use.

This project will open the 20-acre park, provide parking, and may provide ADA access to the Reard House and the treehouse. Currently, the primary access is provided from the south via 220th Ave SE which will be converted to a half-street and serve as the only vehicular entrance to Site B. Internal to the site, a roundabout is required to support the Emergency Vehicle/Fire access for the Reard House. A 12-stall parking lot is proposed on-site to support the Reard House and park users. The project will also provide three parallel parking spots within the 221st Ave SE right-of-way to serve a minor pedestrian-only trail entrance. A second pedestrian-only entrance will be provided between Big Rock Park Site A and B.

Additional improvements include the demolition of the existing house and sauna/laundry structures, new utilities and associated infrastructure (water, septic, electric, fiber), stormwater conveyance infrastructure, a pre-fabricated restroom building, renovations to the existing tree house for accessibility, an internal pedestrian trail network, ornamental and native landscaping, irrigation, and site furnishings.

FINANCIAL IMPACT:

The total authorization amount requested for this contract is not to exceed \$311,000. This includes a contract with KPG Interdisciplinary Design in the amount of \$283,000. The remaining authorized amount of \$28,000 will cover additional services (if needed) for construction management services.

A total of \$2,200,000 is allocated in the 2019-2020 Parks CIP for Phase I Improvements at Big Rock Park Site B. There is sufficient funding in the Park Capital Contingency and ending fund balance to support this project.

OTHER ALTERNATIVES CONSIDERED:

N/A

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

Work under this contract is outlined in the following documents:

- [Big Rock Park Master Plan](#), adopted by City Council in July 2014
- [Parks & Recreation Open Space \(PRO\) Plan](#), adopted by City Council in February 2018



CONTRACT NUMBER

801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • Web: www.sammamish.us

AGREEMENT FOR SERVICES

	Yes	No	
Insurance Required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If Yes – See Paragraph 6

This Agreement is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: KPG Interdisciplinary Design hereinafter referred to as the "Consultant."

Project Description: Construction Management Services for Big Rock Park Site B – Phase I Improvements

Commencing: May 6, 2020

Terminating: December 31, 2021

WHEREAS, the City desires to have certain services performed for its citizens; and
 WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;
 NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.

2. Contract Documents. The Agreement consists of the following documents, which are all incorporated by reference:

- a) This Agreement and all exhibits attached thereto;
- b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals
- c) The submitted project quote, bid or proposal
- d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable
- e) W-9 Request for Taxpayer Identification #
- f) Scope of Work

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. Payment. The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

<u>The City shall pay the Consultant:</u>	Fill in applicable method of payment	
	YES	NO
According to the rates set forth in "Exhibit A"	<input type="checkbox"/>	<input type="checkbox"/>
A sum not to exceed: (incl W.S.S.T., if applicable)	\$282,305.00	
Other (ex. Hourly):	\$	

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. Termination

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. Indemnification/Hold Harmless.

5.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from any willful misconduct or negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

5.2 Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

5.3 It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.



6. Insurance. (If applicable) The Consultant shall procure and maintain insurance as required in this section, without interruption from commencement of the Consultant's work through the term of the Contract and for thirty (30) days after physical completion date, unless otherwise indicated herein. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant.

6.1 No Limitation. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

6.2 Minimum Scope of Insurance. Consultant required insurance shall be of the types and coverage as stated below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-complete operations, stop gap liability, personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO [Additional Insured endorsement CG 20 10 10 01](#).
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d) Professional Liability insurance appropriate to the Consultant's profession.

6.3 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

- a) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
- b) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage.
- c) Worker's Compensation insurance at the limits established by the State of Washington.
- d) Professional Liability insurance (if any) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4 Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

6.5 Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.



6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

6.7 Verification of Coverage. Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Consultant before commencement of the work. Upon request by the Public Entity, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in the contract and evidence of all subcontractors' coverage.

6.8 Notice of Cancellation. The Consultant shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

6.9 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

7. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

8. Non-Discrimination. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

9. Non-Endorsement: As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

10. Non-Collusion: By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.

11. Wages and Other Costs. The City assumes no responsibility for the payment of any compensation, wages, benefits or taxes owed by the Consultant by reason of this Agreement. The Consultant shall indemnify and hold the City, its officers, agents, and employees harmless against all liability and costs resulting from the Consultant's failure to pay any compensation, wages, benefits or taxes.

12. Waiver. Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

13. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

14. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

15. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination unless such disclosure is required by law or court order.

16. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

17. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Record Keeping and Reporting.

18.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical and financial data (if applicable) will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

18.2 The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

18.3 On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

18.4 Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

18.5 The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

18.6 The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

19. Ownership of Documents On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.



20. Performance During COVID-19 (Corona Virus). The Consultant and the City agree that Governor Inslee's "Stay Home – Stay Healthy" Order 20-25 has significantly impacted the City's day-to-day operations and has required the City to allocate many of its staffing resources to managing the COVID-19 emergency. Accordingly, Consultant agrees that it shall not seek from the City any compensation for delays in contract performance, and Consultant agrees further that it shall be entitled only to the contract amount set forth in (include section number) of the original Agreement between the parties."

21. Notices. Notices to the City of Sammamish shall be sent to the following address:
 City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone number: (425) 295-0500

 Project Manager: Shelby Perrault

 Email: sperrault@sammamish.us

Notices to the Consultant shall be sent to the following address:

Company Name: KPG Interdisciplinary Design
 Contact Name: Liz Gibson
 Street Address: 3131 Elliott Ave Suite #400, Seattle, WA 98121
 Phone Number: 206-286-1640
 Email: Liz@kpg.com

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

23. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.



By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON:

By:	Date:
Print Name:	Title:

CONSULTANT: Company Name: KPG Interdisciplinary Design

By: <i>Elizabeth Gibson</i>	Date: 4/28/20
Print Name: Elizabeth Gibson	Title: Principal Landscape Architect

CONTRACT ADMINISTRATOR:

By:	Date:
Print Name:	Title: Contract Administrator

APPROVED TO AS FORM: (IF NEEDED)

By:	Date:
Print Name:	City Attorney

EXHIBIT A-1

**Scope of Work for
Construction Management Services**

**City of Sammamish
Big Rock Park Site B - Phase 1 Improvements**



February 28th, 2020

This work will provide construction management services for the construction contract to complete the City of Sammamish Big Rock Park Site B – Phase 1 Improvements project. These services will include project management, documentation control, all required inspections, materials testing, and contract administration during the construction of the project, as detailed below. KPG (“Consultant”) will provide to the City of Sammamish (“City”) construction management services for the project.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The **proposed project team** will include one part-time resident engineer, one part-time office engineer, and one full-time inspector during construction activities. Sub-consultants will provide services for materials testing, special inspections, and other supporting tasks as deemed necessary.
- The level of service is based on construction project duration of approximately **120 working days** and no additional working days to account for changes during construction.
- KPG estimates a total contract duration of 140 working days (approx. 6.5 months) including 10 days for preconstruction service, 120 days for construction services, and 10 days for project closeout.
 - The 1-year PSIPE period is excluded from Consultant’s scope. Consultant shall prepare the final estimate(s) related to PSIPE progress payments for the City’s use, but otherwise shall close out all documentation at Substantial Completion and hand off final closeout of PSIPE and issuance of Project Completion to the City.
- Should additional working days be granted to the Contractor, Consultant’s budget may also need to be updated to reflect the increased effort. The City has a contingency fund in place to cover common changes of condition that may occur during construction.
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all Community Outreach will be completed by the City or Contractor.

EXHIBIT A-1

- Services will be performed in accordance with the Contract plans & special provisions, and City of Sammamish 2016 Public Work Standards.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as amended or revised, and that all the required Project documentation is accounted for.

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

Construction Manager shall provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures and CM team scope activities. Prepare and submit project progress narratives to the City along with invoices describing CM services provided each month.

Deliverables:

- Monthly invoices

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 **Preconstruction Conference:** The Consultant will prepare an agenda, distribute notices, and conduct a pre-construction conference in the City's offices. The Consultant's resident engineer, office engineer, and inspector will attend the pre-construction conference. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

At the pre-construction conference, the Consultant shall assist in facilitating discussions with the Contractor concerning the plans, specifications, schedules, issues with utilities, unusual conditions, State and local requirements, and any other items that will result in better project understanding among the parties involved.

Prior to construction, the Consultant shall also perform a thorough review of the plans, specifications, and permits as well as prepare any required tracking forms, templates, file structures, and other items of work necessary to provide construction management services during the construction phase.

Deliverables:

- Prepare agenda and conduct pre-construction conference.
- Attendance at pre-construction conference.
- Generate and distribute pre-construction conference meeting minutes.

EXHIBIT A-1**TASK 3 – CONSTRUCTION SERVICES - FIELD**

3.1 **On-site Observation:** The Consultant shall provide the services of one full-time inspector during construction activities and other tasks necessary to monitor the progress of the work. Consultant shall oversee the work on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with Contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction contractor and the City of noncompliance.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports which record the Contractor's operations and work performed as observed by the Consultant; includes quantities of material placed that day, Contractor's equipment and crews, and other pertinent information (weather conditions, tests performed, pertinent field conversations, field direction, photos).
- v. Interpret Contract Documents in coordination with the City and KPG.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.
- vii. Establish communications with adjacent property owners and respond to questions from property owners and the general public.
- viii. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
- ix. For items bid by unit price, collect and calculate delivery tickets and scalesman daily reports of aggregates. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- x. Attend and actively participate in regular on-site weekly construction meetings.
- xi. Take photographs during construction, and record photo locations. Photographs shall be included in daily inspections.
- xii. Coordinate with the City's maintenance personnel.

Assumptions:

- Consultant will provide observation services for the days/hours that the Contractor's personnel is on-site completing unit price or force account work, including occasions where dual shifts (both day and night) occur within a single 24-hour period.
- The Consultant's monitoring of the Contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents. In case of

EXHIBIT A-1

noncompliance, the Consultant will reject non-conforming work, and pursue the other remedies in the interests of the City, as detailed in the Contract Documents. The Consultant cannot guarantee the Contractor's performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.

- 3.2 **Substantial Completion:** Upon substantial completion of work, coordinate with the City and any other affected agencies to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. A punch list and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City. Consultant will develop a list of special warranties, obtain all warranties, and compile for City.
- 3.3 **Materials Testing:** Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies. Frequency of testing shall be determined by the resident engineer. It is anticipated that compaction testing for concrete, trench backfill, base course, and HMA will be required.

Deliverables:

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance
- Weekly progress meeting attendance by Resident Engineer and Construction Inspector.
- Non-conformance reports
- Special warranties info

TASK 4 – CONSTRUCTION SERVICES – OFFICE

- 4.1 **Document Control:** Resident Engineer and Office Engineer shall generate and manage documentation which will be housed at the Consultant's office and filed in accordance with standard filing protocol. A copy of working files will be maintained at a location coordinated with the City to be determined at a later date.
- i. **Project Coordination:** Consultant will act as liaison with City, construction contractor, engineer, utilities, and property owners on a regular basis to discuss project issues and status.
 - ii. **Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes. Contact and coordinate with Engineer of Record to resolve issues that arise during construction.

EXHIBIT A-1

- iii. **Weekly Meetings:** Lead weekly meetings, including preparation of agenda and meeting minutes, as well as distribution of minutes to all involved parties. Outstanding issues to be tracked on a weekly basis.
- iv. **Initial Schedule Review:** Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.
- v. **Lump Sum Breakdown:** Evaluate construction contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data.
- vi. **Monthly Pay Requests:** Review and verify monthly requests for payment from Contractor and submit to City for payment authorization. Ensure Contractor utilizes City's pay estimate format.
- vii. **Monthly Schedule Review:** At the monthly cutoff, review contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on contractor provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- viii. **Certified Payroll:** Consultant will verify filing of intent to pay prevailing wages and of affidavit of wages paid for Contractor and all Subcontractors. City will accept letter of compliance from Contractor in lieu of regular Certified Payroll reviews.
- ix. **Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- x. **Subcontractor Documentation:** Process / Approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG's subcontractor logs.
- xi. **Record Drawings:** Review record drawings prepared by the Contractor and prepare a conformed set of project record drawings based on Contractor provided information and from inspection notes. Record drawings to be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor-provided markups will be verified for completeness and supplemented with inspection information. The Consultant will provide the marked up plan sheets with both the contractors and inspectors as-built information.
- xii. **Physical Completion Letter:** Following completion of all punch list work, prepare physical completion letter, and recommend that City and/or Utilities accept the project and issue the letter once PSIFE period has ended.
- xiii. **Project Closeout:**

EXHIBIT A-1

- Schedule review comments
- Meeting agendas and notes
- Monthly Pay Estimates
- Subcontractor Packets
- Physical Completion Letter
- Final Project Documents

4.2 Submittal / RFI Processing:

- i. **Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents (coordinate and route submittals to other agencies if needed). Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.
- ii. **Request for Information (RFI):** Review and respond to RFI's. RFI's shall be logged and tracked. RFI's which require knowledge of design background will be forwarded to the Engineer of Record.
- iii. **Record of Materials (ROM):** KPG will prepare a ROM for tracking material purposes only. KPG will record and track all submittals.

Deliverables:

- Submittal log
- RFI Log
- Record of Materials (ROM)
- Weekly Statements of Working Days
- Monthly Pay Estimates
- Serial Letters for Substantial and Physical Completion

4.3 Change Management:

- i. **Case Log:** Develop and maintain a case log which includes change orders, RFI's, Field Work Directives.
- ii. **Change Orders:** Develop change orders and provide technical assistance to negotiate change orders and assist in resolution of disputes which may occur during the course of the project. Each change order will be executed in accordance with WSDOT Standard Specifications.
- iii. **Field Work Directives:** Field work directives will be prepared as necessary to keep the contractor on schedule.
- iv. **Force Account:** Track contractor force account labor, equipment and materials. All force account calculations will be verified by the engineer and double checked by the office engineer.

Deliverables:

- Change Order(s)
- Case Management Log

EXHIBIT A-1

- RFI Log
- Force Account Records
- Field Work Directives

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Direction: School Resource Officer for Inglewood Middle School	
DATE SUBMITTED:	April 29, 2020	
DEPARTMENT:	City Manager's Office	
NEEDED FROM COUNCIL:	<input type="checkbox"/> Action <input checked="" type="checkbox"/> Direction <input type="checkbox"/> Informational	
RECOMMENDATION:	If the position is desired, direct the Interim City Manager to work with the Lake Washington School District to revise the Interlocal Agreement to add an SRO at Inglewood Middle School and return at a future Council meeting for approval.	
EXHIBITS:	1. Exhibit 1 - Memo from Chief Pingrey 2. Exhibit 2 - Existing Interlocal Agreement with LWSD	
BUDGET:		
Total dollar amount	\$120,964.66	<input type="checkbox"/> Approved in budget
Fund(s)	001-021-521-20-51-01 (Police Services Contract)	<input checked="" type="checkbox"/> Budget reallocation required
		<input type="checkbox"/> No budgetary impact
WORK PLAN FOCUS AREAS:		
<input type="checkbox"/> Transportation	<input checked="" type="checkbox"/> Community Safety	
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability	
<input type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation	
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability	

NEEDED FROM COUNCIL:

Should the City Council add a school resource officer position at Inglewood Middle School?

KEY FACTS AND INFORMATION SUMMARY:

In 2006, the City established a school resource officer (SRO) program at the two public high schools in Sammamish - Eastlake High School and Skyline High School. This program is administered through Interlocal Agreements (ILAs) with the respective school districts - Lake Washington School District (LWSD) and Issaquah School District (ISD).

The LWSD is working towards having an SRO at every middle and high school in their district. Inglewood Middle School is one of the two remaining schools in their district without an SRO (the other being Tesla STEM High School in unincorporated King County). The LWSD has previously budgeted the funds needed to cover their portion of the costs for this SRO under the current shared cost structure of the ILA.

For more information on this proposed position, please see the memo from Sammamish Police Chief Daniel Pingrey included as **Exhibit 1**. The current ILA between the City and LWSD for the SRO at Eastlake High School is included as **Exhibit 2**. For information about the cost of the position, please see the **financial impact** section below.

If the Council is interested in considering the position, the Interim City Manager will work with the LWSD to revise the existing ILA to include an SRO at Inglewood Middle School as part of the agreement. This revised ILA would return at a future Council meeting for further discussion and approval by the Council.

FINANCIAL IMPACT:

Based on the King County Sheriff's Office (KCSO) contracted personnel cost information, a contracted SRO costs \$207,368. This is the fully-loaded cost, including salary, benefits, overtime, equipment, vehicle, precinct support staff, etc.

Article V of the current ILA with the LWSD includes the cost sharing methodology between the City and District. The LWSD pays 50% of the cost of the SRO multiplied by 10/12. (This is the same methodology in the ILA with the ISD as well.)

The following is a calculation of the cost share of the proposed \$207,368 cost of the additional SRO:

- If the City agrees to add this position to their contract with KCSO, then they would owe KCSO \$207,368 for that position.
- If the City agrees to use the same cost share methodology that is contained in the existing ILA, then that method would require the LWSD to pay 50% of 10/12 of the annual cost of an SRO, which equals \$86,403.34. The resulting City cost of this added position would be a net \$120,964.66.
- The City would need to be reimbursed \$86,403.34 from LWSD to pay the \$207,368 bill that the City would receive from KCSO for this additional SRO position in 2020.

The City's portion of the cost of this additional position is not included in the 2019-2020 Budget.



Memorandum

Date: April 29, 2020

To: Dave Rudat, Interim City Manager

From: Daniel M. Pingrey, Police Chief

Subject: Request to add a School Resource Officer Position

Summary:

Approximately two years ago the Lake Washington School District (LWSD) and the community members that live in that district approved a bond measure that provided funding for a School Resource Officer (SRO) at every middle School and high school in the district. Currently the Tesla STEM High School in unincorporated King County and Inglewood Middle School in the City of Sammamish are the only schools not yet staffed. The District's funding represents approximately 50% of a full time/fully loaded FTE. Staffing the Inglewood Middle School position at this time would be meeting the expectations of our community members, improve the safety of the school and continue to build relationships within our youth community.

Purpose:

Inglewood Middle School services approximately 1,258 students living in the north end of the City of Sammamish. The mission and goals of the SRO that would be assigned to that school are as follows:

1. Be an educator and subject matter resource for law enforcement matters;
2. Develop crime prevention programs appropriate to the school environment;
3. Establish working relationships with school staff, students and families;
4. Work as an emergency manager or planner for the school;
5. Assist students and staff in conflict resolution;
6. Be a positive role model and mentor; and
7. Provide law enforcement, security and investigation.

Once SRO relationships within the school are established, it promotes a multidisciplinary approach to significant issues such as violence, threats, bullying, etc. A collaborative approach makes certain that each situation is carefully assessed so there is not an under or over-reaction to a situation. The multidisciplinary approach is preventive because it identifies students that could be on the path to violence and intervenes to get them the wraparound services they could be needing to put them on a more positive path. Most threats are considered transient, however each and every threat must be properly assessed with the help of an SRO since the consequences can be so severe. This approach can

help contribute to reduced suspensions, less bullying, better school climate and increased safety for all students.

A second reason that this position is so important at this time is the increased number of drug overdose incidents we have responded to over the last two years. Most of these overdoses have involved students from the Lake Washington and Issaquah School districts and involve dangerous drugs, such as Opioids and Acid. Continuing education, intervention and positive relationships through the diligent work by the SROs, school counselors and the community can hopefully prevent these incidents from occurring.

While at school, SROs are treated as staff and report to the principal or other school administrators. Sgt. Christine Elias is their direct supervisor and is a liaison with the school in the event there are any questions or issues that need to be addressed. When not at school, they are managed by the Sammamish Police Dept. and work patrol within the community they serve as an SRO. This assignment, during the summer and school breaks, allows for SRO's to continue to build on the relationships developed at school, when they or other officers contact students in the field.

Impacts:

The Inglewood Middle School SRO is a new position. Filling this position now will help secure the funds available from the Lake Washington School District and as noted, continue to enhance the safety of our youth community and schools. The FTE will be added to the King County Sheriff's Office contract and will reflect the fully loaded cost of a School Resource Officer. A separate ILA is already signed between the City and the Lake Washington School district where they agree to pay for just under 50% of the cost of a fully loaded FTE per the KCSO contract.

If you have any further questions, please contact me or Sergeant Elias. Thank you for your consideration of this request.

I2016-104

**INTERLOCAL AGREEMENT
SCHOOL RESOURCE OFFICER**

Pursuant to Chapter 39.34 RCW, this Interlocal Agreement ("Agreement") is made and entered into this **5th day of October, 2016** by **Lake Washington School District** (referred to herein as "District"), and the **City of Sammamish** (referred to herein as "City"), for the purpose of establishing a School Resource Officer (referred to herein as "SRO") program in the public school system in the City of Sammamish. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this Agreement is for the City to provide contract services in the form of SRO's to the District. The services provided include law enforcement and related services as described in this Agreement.

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

- (A) Provision of an SRO. The City shall assign one (1) regularly employed officer to the following areas of coverage: Eastlake High School.

Although generally assigned to Eastlake High School, the SRO may provide coverage to other schools and areas near Eastlake High School and within the City. The services provided by the SRO are in addition to normal police services already provided by the City.

- (B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:
-

- (1) The SRO must have the ability to deal effectively with a diverse student population.
- (2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the school to which they are assigned.
- (3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the

I2016-104

SRO must be of a high caliber, such that the SRO can effectively and accurately provide resource teaching services.

- (4) The SRO must have the desire and ability to work cooperatively with the School Principal and other building administrative staff and employees.
- (5) The SRO must be a state certified law enforcement officer.

(C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or fulfilling training requirements as determined to exist by the Chief of Police or designee.

(D) Duties of SRO. While on duty, the SRO shall perform the following duties:

- (1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and School Principal or designee.
- (2) Serve as a resource person in the area of law enforcement education.
- (3) Conduct criminal investigations of violations of the law on District property or property immediately surrounding District property as assigned by the Sammamish Police Department.
- (4) Provide law enforcement input into school based security, including teaching District security personnel. Review fencing and security systems on District property.
- (5) Maintain the peace on District property.
- (6) Make arrests and referrals of criminal law violators.
- (7) Provide police counseling to students when requested by the School Principal or designee and student and mutually agreed to by all parties.
- (8) Secure, handle and preserve evidence.
- (9) Recover District property through working with other police agencies.
- (10) Make referrals to social agencies as appropriate.
- (11) Wear an official police uniform, which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may

I2016-104

be mutually agreed upon by the School Principal and the Chief of Police or designee.

- (12) Perform such other duties as mutually agreed upon by the School Principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Sammamish Police Department and the District.
-
- (13) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Sammamish Police Department.
- (14) Follow all state and federal laws.
- (15) Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the City.
- (16) Coordinate with other Sammamish Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services.
- (17) Attend all Sammamish Police Department mandated training as required to maintain law enforcement qualifications and certifications.
- (E) Support Services to be Provided by Sammamish Police Department. The Police Department and the SRO will supply the following services:
-
- (1) Provide information on all offense reports taken by the SRO to the School Principal or designee, upon request, as the law may allow.
- (2) Receive and dispatch via telephone, walk-in, radio, District radio frequency and/or pager.
- (3) Maintain and file uniform crime reporting (UCR) records according to law.
- (4) Process all police reports.
- (5) Provide coordination, development, implementation and evaluation of security programs in the school assigned.

I2016-104

-
- (6) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the City.
 - (7) Maintain copies of reports generated by officers in compliance with state and federal law.
 - (8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.
 - (9) Make presentations to civic groups.
 - (10) Maintain criminal justice standards as required by law.
 - (11) Coordinate and participate with the School Safety Committee.
 - (12) Coordinate crime prevention activities at the assigned school locations.
 - (13) Provide security training for selected District Personnel.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE V

In consideration of the services provided herein, the District's contribution shall be based on the following equation:

- (1) 50% of the annual King County Rate for a School Resource Officer times ten (10) divided by twelve (12) to reflect the number of months school is in session.
- (2) Since the City's Contract with King County for Law Enforcement Services runs January-December and the School Resource Officer Contract runs August-July, the King County rate for the first half of the School Year will be used to compute the School District's share of each School Year's cost.

I2016-104

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the City Manager or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this Agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

The term of this Agreement shall be for five (5) years commencing August 1, 2016, and ending July 31, 2021. The District shall receive the SRO services described in Article II for the full term of this Agreement.

ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this Agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

- (1) Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.
- (2) Location for files and records which can be properly locked and secured.

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-
- (3) A desk with drawers, a chair, working table, filing cabinet and necessary office supplies.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws are at issue. If final judgment is rendered against the District and its officers, agents and employees, or any of them, or jointly against the District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, the City's liability hereunder—including the duty and cost to defend—shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action,

I2016-104

loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment is rendered against the City and the District and their perspective officers, agents and employees, or any of them, the District shall satisfy the same.

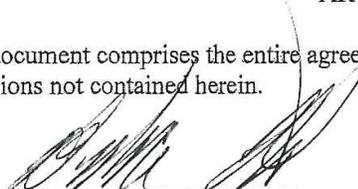
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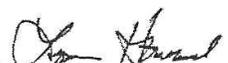
ARTICLE XIV

TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may also be terminated without cause by either party upon ninety (90) days written notice. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District will be entitled to a prorated refund in accordance with the formula contained in Article IX for each day that the SRO services are not provided because of termination of this Agreement.

ARTICLE XV

This document comprises the entire agreement between the parties and supersedes any provisions not contained herein.


Barbara Posthumus, Assistant Superintendent
Lake Washington School District


Lyman Howard, City Manager
City of Sammamish

Approved as to Form


Michael R. Kenyon, City Attorney
City of Sammamish

Agenda Bill

City Council Regular Meeting
May 05, 2020



SUBJECT:	Termination of Lease Agreement with King County Sheriff's Office.		
DATE SUBMITTED:	April 24, 2020		
DEPARTMENT:	Parks, Recreation & Facilities		
NEEDED FROM COUNCIL:	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Informational		
RECOMMENDATION:	Authorize the City Manager to sign a notice of intent to terminate the lease agreement between the City of Sammamish and the King County Sheriff's Office.		
EXHIBITS:	1. Exhibit 1: Notice of Intent to Terminate Lease between Sammamish and KCSO 2. Exhibit 2: KCSO Signed Lease Agreement		
BUDGET:			
Total dollar amount	-\$145,000 a year, approximately	<input type="checkbox"/>	Approved in budget
Fund(s)	General Fund	<input type="checkbox"/>	Budget reallocation required
		<input type="checkbox"/>	No budgetary impact
WORK PLAN FOCUS AREAS:			
<input type="checkbox"/> Transportation	<input type="checkbox"/> Community Safety		
<input type="checkbox"/> Communication & Engagement	<input type="checkbox"/> Community Livability		
<input checked="" type="checkbox"/> High Performing Government	<input type="checkbox"/> Culture & Recreation		
<input type="checkbox"/> Environmental Health & Protection	<input type="checkbox"/> Financial Sustainability		

NEEDED FROM COUNCIL:
Should City Council authorize the City Manager to sign a notice of intent to terminate the lease agreement between the City of Sammamish and the King County Sheriff's Office?

KEY FACTS AND INFORMATION SUMMARY:
The King County Sheriff's Office (KCSO) currently leases a portion of the second floor at City Hall from the City of Sammamish ("the City") which includes 5,200 square feet of office space and secured parking for up to 36 vehicles. The lease is dated April 26, 2011 with an initial 10-year term which expires on April 25, 2021. Section 3.3(a) provides that notwithstanding KCSO's right to extend the term of the lease, the City retains the right to terminate the lease at the conclusion of the initial 10-year

term subject to providing KCSO no less than 12 months' prior written notice of the City's intent to terminate.

The City wishes to exercise its right to terminate the lease by providing a 12-month notice, in order to provide the needed workspace and parking for employees to effectively continue their work and provide high-quality services to Sammamish residents. Renovations to City Hall over the last year were made to offer short-term solutions to constrained work spaces, but in order to effectively meet the future needs, the City will require expanded work space for its employees. The City has valued the partnership between the City and KCSO over the years and recognizes the benefits of having Sammamish Police and KCSO in close proximity at Sammamish City Hall.

Staff will be utilizing the next few months to compile information on the City's needs for additional space now and in the future, costs for renovation, and other analysis to weigh this decision against the loss of rent, access to KCSO resources, and other benefits of the current lease agreement. It is possible the City may be able to amend the lease to allow KCSO to use part of the space and turn over the rest to the City. The City Manager needs time to review this information, but recommends that we give notice in conformance with the terms of the contract.

FINANCIAL IMPACT:

The 2020 budgeted annual revenue related to this lease is \$145,000. Terminating this lease would remove this rental income as a revenue source plus general inflation for the 2021 period. Additionally, the City would be unable to collect 125% of the then-prevailing rent under Section 25 "Holding-Over", for any period beyond the 10-year lease period.

OTHER ALTERNATIVES CONSIDERED:

City Council could choose not to terminate the lease. We would have to look for alternate locations in the City, to meet the needs for employees, due to constrained work spaces at City Hall.

RELATED CITY GOALS, POLICIES, AND MASTER PLANS:

N/A



801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500 • Fax: 425-295-0600 • web: www.sammamish.us

April 28, 2020

Anthony Wright
Director, King County Facility Management Division
500 Fourth Avenue, Suite 500
Seattle, WA 98104-3279

Re: Notice of Intent to Terminate Lease between King County Sheriff's Office and
the City of Sammamish

Dear Mr. Wright:

The City of Sammamish (hereafter "City") provides this notice pursuant to Paragraph 3.3(a) of the Lease between the City and King County (hereafter "KCSO") for a portion of the Sammamish City Hall located at 801 228th, Sammamish, WA 98074 (hereafter "Lease"). Paragraph 3.3(a) of the Lease states in pertinent part as follows:

Notwithstanding Lessee's right to extend the term of this Lease in accordance with the preceding subsection 3.2, Lessor retains the right to terminate this Lease at the conclusion of the initial ten (10) year term, and at the conclusion of the second ten (10) term, subject to providing Lessee no less than twelve (12) months' prior written notice of Lessor's intent to terminate.

The Lease is dated April 26, 2011; the initial ten (10) year term expires on April 25, 2021. The City hereby provides a 12-month notice of the City's intent to terminate the Lease on May ____, 2021. We have valued the partnership between the City and KCSO over the years. However, the City needs additional workspace and parking for our employees.

A copy of the Lease is attached for your reference. Please let us know if you have any questions.

Dave Rudat
Interim City Manager

cc: Mayor Moran and Members of the City Council
Mitzi Johanknecht, King County Sheriff



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

July 5, 2011

Ordinance 17133

Proposed No. 2011-0231.1

Sponsors Patterson

1 AN ORDINANCE approving the King County sheriff's
2 office east precinct command center lease with the city of
3 Sammamish.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. The King County sheriff's office provides essential services within King
7 County including the eastern portion of the county.

8 B. The King County executive has negotiated a lease for the King County
9 sheriff's office east precinct command center to provide essential public services to the
10 eastern portion of the County, located as follows:

11 King County Sheriff's Office East Precinct Command Center
12 Sammamish City Hall, 801 228th Avenue SE, Sammamish, WA 98075

13 C. The King County executive is authorized to lease real property for use by the
14 county as provided by K.C.C. 4.56.186, and consistent with K.C.C. chapter 4.04.
15 Pursuant to K.C.C. 4.04.040.A.5.b, any lease or agreement for real property for a
16 cumulative total of more than two years requires approval by ordinance of the King
17 County council.

18 **SECTION 2.** The appropriate county officials, agents and employees are hereby
19 authorized to take all actions necessary to implement these leases and all actions up to

Ordinance 17133

20 now taken by county officials, agent and employees consistent with the terms and
21 purposes of the lease agreement are hereby ratified, confirmed and approved.

22 SECTION 3. If any one or more of the covenants or agreements provided in this
23 ordinance to be performed on the part of the county is declared by any court of competent
24 jurisdiction to be contrary to law, then such covenant or covenants, agreement or
25 agreements are null and void and shall be deemed separable from the remaining
26 covenants and agreements of this ordinance and in no way affect the validity of the other
27 provisions of this ordinance or of the lease.

28 SECTION 4. The lease at the following location, executed by the King County

Ordinance 17133

29 executive, is hereby approved:

30 King County Sheriff's Office East Precinct Command Center

31 Sammamish City Hall, 801 228th Avenue SE, Sammamish, WA 98075

32

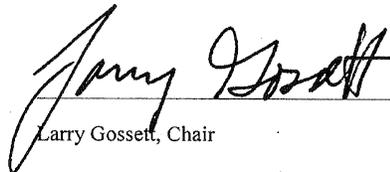
Ordinance 17133 was introduced on 6/6/2011 and passed by the Metropolitan King County Council on 7/5/2011, by the following vote:

Yes: 7 - Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott

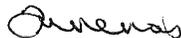
No: 0

Excused: 2 - Mr. Phillips and Mr. von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

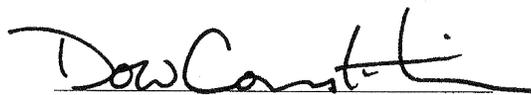
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2011 JUL 13 PM 4:04
CLERK
KING COUNTY COUNCIL

APPROVED this 13 day of JULY 2011.



Dow Constantine, County Executive

Attachments: A. Lease Agreement--Lease #1940

Lease # 1940**LEASE AGREEMENT**

THIS LEASE AGREEMENT, dated April 26, 2011 (for reference purposes only), is made by and between **City of Sammamish**, a municipal corporation (hereinafter called Lessor) and **King County**, a political subdivision of the State of Washington (hereinafter called Lessee) (collectively, the "Parties"). For and in consideration of the mutual promises, covenants and conditions herein, the Parties agree to the Lease as follows:

1. **Premises.**

Lessor does hereby agree to lease to Lessee the following demised space (the "Premises") consisting of a portion of the Sammamish City Hall located at 801 228th Avenue SE, Sammamish, WA 98075, as depicted in Exhibit A attached hereto with a legal description of the building attached hereto as Exhibit B (the "Building"). The Premises shall include the following:

1.1. Exclusive use of the following:

1.1.1. Approximately 5,200 square feet of space located on the second floor of the Building, including the right of public ingress and egress to the first and second floors, as shown on the attached Exhibit A-1. (Lessee shall make best efforts to allow Lessor's use of the property room located within the Premises as reasonably determined by Lessee.)

1.1.2. The secure parking area abutting the northwest side of the Building for parking purposes for no less than thirty-six (36) vehicles together with reasonable access thereto, as shown on the attached Exhibit E-1.

1.1.3. Lessor and Lessee shall collaborate to select a location for a storage shed for Lessee's use, together with reasonable access thereto, reasonably situated relative to the Premises.

1.2. Non-exclusive use and reasonable access to the following:

1.2.1. The conference rooms and council chambers located on the westerly side of the first floor of the Building as described on the attached Exhibit A-2 (the "Conference Rooms"), which non-exclusive use shall be based on a reservation system to be implemented and maintained by Lessor. Lessor and Lessee shall cooperate as reasonably required regarding the shared use of said Conference Rooms.

1.2.2. The sally port, booking area, holding cells, interview room, drying room, conference room and hot desk area located on the easterly side of the first floor of the Building as listed on the attached Exhibit A-3 (the "Law Enforcement

Facilities”).

1.2.3. The remote parking lot located southwesterly of the Building as shown on the attached Exhibit E-2. Lessee shall have no less than twenty-two (22) parking spaces available at all times for shared use between Lessor and Lessee on a first-come first-served basis. In the event that Lessee requires additional parking, Lessor and Lessee shall collaborate to address Lessee’s need for additional parking.

1.2.4. Public parking as currently exists at the Building, or as revised in the future, on a first-come first-served basis.

2. **Use.**

Lessee shall use the Premises for office and law enforcement facility purposes including, without limitation, the King County Sheriff’s East Precinct Command Center, and any other legal use.

3. **Term.**

3.1 The Term of this Lease shall be for ten (10) years, commencing on the date of Lessor’s Substantial Completion (“Substantial Completion” as defined in Exhibit C) of construction of Lessee’s Tenant Improvements (defined in Exhibit C), as provided herein (the “Commencement Date”), and shall terminate on the date that is ten (10) years thereafter.

3.2 Lessee shall have two (2) options to extend the Term of this Lease for an additional ten (10) years, subject to providing Lessor no less than twelve (12) months’ prior written notice of Lessee’s intent to exercise said option(s). Lessee’s options to extend the Term of this Lease shall in all instances terminate commensurate with the expiration or earlier termination of this Lease

3.3 (a) Notwithstanding Lessee’s right to extend the term of this Lease in accordance with the preceding subsection 3.2, Lessor retains the right to terminate this Lease at the conclusion of the initial ten (10) year term, and at the conclusion of the second ten (10) term, subject to providing Lessee no less than twelve (12) months’ prior written notice of Lessor’s intent to terminate.

(b) Lessee shall have the right to terminate this Lease following the first three (3) years of the Lease Term subject to providing Lessor no less than twelve (12) months’ prior written notice of Lessee’s intent to terminate.

3.4 If Lessor cannot deliver possession of the Premises to Lessee on or before the Commencement Date, provided that delivery of the Premises can be made within a reasonable timeframe, this Lease shall not terminate; but, in that event, there shall be a proportionate reduction of Rent, based on the percentage of the Premises available for Lessee’s intended use as described in Section 2, covering the period between the Commencement Date and the time when Lessor can deliver possession. If Lessor has failed to deliver possession of the Premises with Tenant Improvements Substantially Complete within one hundred and eighty (180) days after execution of this Lease, through no fault of Lessee, Lessee shall have the right to terminate this Lease and shall

have no further obligations thereunder.

4. **Preparation of Premises and Delivery of Possession.**

Prior to the commencement of the term hereof and within one-hundred eighty (180) days of Lease execution by both parties, Lessor shall arrange for the Tenant Improvements to the Premises, pursuant to the provisions of **Exhibit C** attached hereto. The Premises shall be deemed completed and Premises delivered on the date the Tenant Improvements are Substantially Complete or on the date specified in Section 3 as the Commencement Date, whichever is later.

5. **Rent.**

5.1 **Base Rent:** Lessee covenants and agrees to pay Lessor, at Lessor's address, without deduction or offset, monthly Base Rent in the amount of **Eight Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$8,666.67)** based on the annual rate of Twenty Dollars (\$20.00) per square foot, including leasehold excise tax, if any, payable in advance, without prior notice or demand, on the first day of each month of the Lease term. Rent for any fractional calendar month, at the beginning of the calendar term, shall be prorated.

5.2 **Base Rent Adjustment:** Commencing on the first anniversary of the Commencement Date, and every year thereafter during the Term, or any extension thereof, Base Rent, excluding any Additional Rent, shall be adjusted based on the cumulative increase in the Consumer Price Index for All Urban Customers- All Items- Seattle-Tacoma-Bremerton published by the United States Department of Labor, Bureau of Statistics for the preceding twelve consecutive month period. However, in no event shall the adjusted Base Rent be less than the immediately preceding Base Rent.

6. **Operating Costs.**

6.1 **Lessee's Share.** "Lessee's Share" shall mean Lessee's proportionate share of the Building's Operating Costs, defined as the cost of operating the Building, including janitorial, utilities (unless separately metered and invoiced to Lessee directly), taxes and assessments (if any) and insurance, which shall be based upon the ratio of the area of the Premises to the leaseable area in the entire Building (whether occupied or not).

6.2 **Payment of Additional Rent for Estimated Operating Costs.** Within thirty (30) days following the Commencement Date and the close of each Calendar Year, as applicable, or as soon thereafter as is practicable, Lessor shall provide Lessee with a written statement of Lessee's share of estimated Operating Costs for such year. Lessee shall pay 1/12 of the amount of Lessee's share of Operating Costs as Additional Rent as provided in Section 5 each month during such year and until such time as Lessor provides Lessee with a statement of estimated Operating Costs for the subsequent year. If at any time or times during such year, it appears to Lessor that Lessee's Operating Costs will vary from the estimated Operating Costs by more than five percent (5%) on an annual basis, Lessor may, by written notice to Lessee, revise its estimate for such year and Additional Rent payable by Lessee under this Section 6 for such year shall be increased or decreased based on Lessor's revised estimate.

6.3. Reconciliation. Lessor shall within ninety (90) days after the close of each calendar year during the Term hereof, deliver to Lessee a written statement (the "Reconciliation Statement") setting forth Lessee's actual Operating Costs paid or incurred by Lessor during the preceding year (or such prorated portion of such year if this Lease commences or terminates on a day other than the first or last day of a year, based on a 365-day year). If the actual Operating Costs shown on the Reconciliation Statement for any year exceed estimated Operating Costs paid by Lessee to Lessor pursuant to Section 6.2, Lessee shall pay the excess to Lessor as Additional Rent within thirty (30) days after receipt of the Reconciliation Statement. If the Reconciliation Statement shows that actual Operating are less than the estimated Operating Costs paid by Lessee to Lessor pursuant to Section 6.2, then the amount of such overpayment shall be credited by Lessor to the next Additional Rent payable by Lessee (or refunded to Lessee in the event of the termination or expiration of this Lease).

6.4. Determinations. The determination of actual and estimated Operating Costs shall be made by Lessor in good faith and in conformance with generally accepted accounting principles. Lessor or its agent shall keep records in reasonable detail showing all expenditures made for Operating Costs. Lessee shall have the right at its own cost and expense to review and/or inspect Lessor's records with respect to any Operating Costs shown on Lessor's annual reconciliation statement provided to Lessee. Lessee's review/inspection shall be conducted at Lessor's main business office, or at such other location as Lessor may keep its relevant business records, and on a date reasonably agreed upon by Lessor and Lessee. Lessee must provide written notice to Lessor specifying any and all claims it may have determined in good faith. Lessee agrees to diligently pursue its review/inspection of Lessor's records in order to determine if it concurs or disagrees with Lessor's statement.

Except as required by the Washington Public Records Act, ch. 42.56 RCW, and other applicable law, the information and results of any inspection conducted by or on behalf of Lessee shall be kept confidential by Lessee. All such inspection(s) shall be at the sole cost and expense of Lessee, provided that in the event Lessee's review reasonably determines there is an overcharge of Operating Costs which has not been credited to Lessee, said overcharge being more than five percent (5%) of Lessee's share of the Operating Costs, and Lessor does not contest the Lessee's results, then Lessor shall pay Lessee's reasonable out-of-pocket costs of such inspection, not to exceed Two Thousand Dollars (\$2,000). If Lessor desires to contest the result of Lessee's inspection, Lessor may do so within ten (10) business days of its receipt of the inspection results, by submitting the results of the inspection to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted by a mutually acceptable single arbitrator with not less than ten (10) years experience as a real estate attorney, or a retired judge with experience in commercial real estate litigation and/or leases. Any overcharge or undercharge determined as a result of Lessee's inspection or by the arbitrator shall be paid by the appropriate party to the other within thirty (30) days after the inspection results are provided to Lessor. In the case of arbitration, the non-prevailing party shall pay to the prevailing party all attorneys' fees and costs as provided in this Lease. Nothing in this paragraph shall relieve Lessee of its obligation under Section 5 to pay Additional Rent without notice, demand, offset or deduction.

7. Utilities and Service.

The Lessor shall provide electricity, water, sewer, and garbage removal service subject to direct payment by Lessee if separately metered or subject to reimbursement to Lessor as Operating Costs and payable as Additional Rent as provided in Section 6.2.

8. **Parking.**

Lessor shall provide, at Lessor's sole cost and expense, secure parking for Lessee's use as provided herein and shown on Exhibit E, including the portion of the Tenant Improvements attributable to parking as provided in Exhibit C.

9. **Alterations and Maintenance.**

9.1 Lessee shall not make any alterations or additions to the Premises without the prior written permission of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations shall become the property of Lessor upon termination of the Lease.

9.2 The Lessor agrees to keep the Building in which the Premises are located and the Premises in good repair, suitable for use as the purpose so defined in Section 2 of this Lease, commensurate with good building management practices as defined by the guidelines of the Building Owners and Managers Association. During the Term of this Lease, the Lessor shall repair malfunctioning fixtures, and repair and maintain the structural portions of the Building, landscaping, sidewalks and exterior improvements, parking areas and associated Tenant Improvements made by Lessor, and the Premises including, without limitation, the basic plumbing, air conditioning, heating and electrical systems, and garbage removal service unless such repairs are required as a result, in whole or in part, of the act or neglect of any duty by Lessee, its agents, servants, employees, or invitees. Lessor shall also provide janitorial service for the Premises subject to Lessee's option to provide janitorial service at its own cost and expense. Lessee shall pay to Lessor as Additional Rent the reasonable and actual cost of such maintenance and repairs as provided herein (the "Operating Costs"). Lessor shall be solely responsible for the cost to repair and maintain the structural portion of the Building including the roof and roof surface. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Lessor by Lessee, after which time Lessee may make or cause to be made such repairs as reasonably necessary at Lessor's cost and expense.

10. **Signs.**

All signs placed by Lessee on or about the Premises shall be subject to Lessor's reasonable prior written approval.

11. **Fixtures.**

All fixtures attached to the Premises solely by the Lessee may be removed by the Lessee at any time provided (a) that the Lessee shall restore the Premise to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Lessee shall not then be in default; and (c) that

the removal will be made on or before the expiration of the Term or any extension thereof.

12. **Indemnity and Hold Harmless.**

Lessor and Lessee mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and /or operations of this Lease, including the Premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing alleged damages or injuries. Notwithstanding the provisions of Section 20 (below), each party agrees to indemnify the other to the extent of the indemnitor and indemnitee's proportional share.

As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

The foregoing indemnity covers actions brought by indemnitor's own employees and it is specifically and expressly intended to constitute a waiver of indemnitor's immunity, as respects the indemnitee only, under Washington's Industrial Insurance Act, RCW Title 51, only to the extent necessary to provide the indemnitee with a full and complete indemnity from claims made by indemnitor and its employees, to the extent provided herein. LESSOR AND LESSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF SECTION 12 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

13. **Insurance.**

13.1. The Parties acknowledge, accept, and agree that they are each self-insured government entities for all liability exposure. Each party shall provide the other with notice of any change in self-insured status within 30 days of electing to cease self-insurance. Upon any change in such self-insured status, the party ceasing self-insurance shall provide the other with proof of liability insurance reasonably acceptable to the other party.

13.2. Lessor shall carry "All Risk" property insurance in an amount equal to the full replacement value of all Improvements in the Premises, as well as all exterior Improvements and the Building.

13.3. Lessee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its personal property located in the Premises.

13.4. In consideration of the duration of this Lease, the parties agree that the insurance requirements herein, as reasonably required by Lessor, may be reviewed and adjusted periodically throughout the Term and any extension. Any adjustments made as determined by Lessor, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective upon 90 days written notice by Lessor.

14. **Mediation.**

Lessor and Lessee agree that should any dispute arise concerning this Lease both parties shall submit to mediation as a condition precedent to initiating any legal action. Lessor and Lessee shall each bear their respective costs of mediation.

15. **Subletting and Assignment.**

Lessee shall not sublet the whole or any part of the Premises, nor assign this Lease or any interest thereof, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

16. **Damage or Destruction.**

In the event the Premises are damaged to such an extent as to render them unleaseable in whole or in part and Lessor elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. Rent shall be abated while such work is in progress, in the same ratio that the portion of the leased Premises that is unfit for occupancy shall bear to the whole of the leased Premises. If after a reasonable time the Lessor shall fail to proceed to repair or rebuild, Lessee shall have the right to declare this Lease terminated by written notice served on the Lessor. In the event the building, in which the leased Premises are located, shall be destroyed or damaged to such extent that in the opinion of the Lessor it shall not be practical to repair or rebuild, it shall be optional with Lessor to terminate this Lease by written notice to Lessee within one hundred twenty days after such damage or destruction.

17. **Liens.**

Lessor and Lessee shall keep the Premises and the building in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee or Lessor and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien.

18. **Right of Entry.**

Lessor reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, supply janitorial service and any other service to be provided by the Lessor to Lessee hereunder, to show the Premises to prospective purchasers or Lessees, and to repair the Premises and any portion of the Building of which the Premises or any area of nonexclusive use are a part and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, all as providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of Lessee shall not be interfered with unreasonably. Except for emergencies, Lessor shall give reasonable notice before entry to repair the Premises.

For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the Premises, excluding Lessee's vaults, safes, and files,

and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Lessee except for any failure to exercise due care for Lessee's property. Any entry to the Premises obtained by Lessor by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee for the Premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

19. **Hazardous Substances.**

19.1 Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of hazardous substances (Hazardous Substances) exist on the Premises. Lessor acknowledges and fully discloses that the Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this Lease, if Lessor or Lessee subsequently discovers the existence of Hazardous Substances on the Premises, Lessor and Lessee shall disclose to each other this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this Lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding Section 20 (below), each party agrees to indemnify, defend and hold harmless Lessor or Lessee, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against Lessor or Lessee by a third party, including without limitation, any agency or instrumentality of the federal government, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing or emanating from the Premises, except that which existed or emanated from the Premises prior to Lessee's possession of the Premises or to the extent caused by the act or omission of Lessor. Lessor's and Lessee's obligations under this Section 19 shall survive the expiration or other termination of this Lease.

19.2 Definition of Hazardous Substances: "Hazardous Substances" as defined in this Lease shall mean:

- 19.1.1. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or
- 19.1.2. Any dangerous waste, hazardous waste, or hazardous substance as defined in:
 - i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. § 9610 et seq.);
 - ii. Resource Conservation and Recovery Act, as now or hereinafter amended (42 U.S.C. § 6901 et seq.);
 - iii. Washington Model Toxics Control Act, as now or hereinafter

amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or

19.1.3. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

20. **Waiver of Subrogation.**

Lessor and Lessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

21. **Eminent Domain.**

Should the Premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby other than that portion of said award, if any, based upon a taking of the Lessee's leasehold Improvements or fixtures, shall belong and be paid to Lessor, and Lessee hereby assigns, transfers, and sets over to Lessor all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the Premises so taken shall be more than twenty-five percent (25%) of the entire area leased by Lessee, Lessee shall have the option, to be exercised by written notice given to Lessor within thirty (30) days after the date of notice of taking, to terminate this Lease or relocate, at Lessor's expense. If either less or more than twenty-five percent (25%) of the Premises is taken and the Lessee does not elect to terminate as herein provided, the rental thereafter to be paid shall be reduced in the same proportion as the amount of leased floor space is reduced by such taking, and Lessor shall make such reconstruction of the Premises as may be required.

22. **Default.**

Following the Commencement Date, the occurrence of any one or more of the following events shall constitute a "Default" by Lessee and shall give rise to Lessor's remedies set forth in Section 23 (below): (i) failure to pay when due all or any portion of Rent or Additional Rent, if the failure continues for three (3) business days after written notice to Tenant; (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent or Additional Rent, unless such failure is cured within a reasonable period of time following notice thereof, but in no event more than sixty (60) days following notice from Lessor (provided, if the nature of Lessee's failure is such that more time is reasonably required in order to cure, Lessee shall not be in

Default if Lessee commences to cure promptly and thereafter diligently prosecutes such cure to completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous or interferes with the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Lessor or its agents or affiliates; (iv) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days). The occurrence of any of the aforementioned events of Default shall not under any circumstance excuse or relieve Lessee from any of its obligations under this Lease, including payment of Rent and Additional Rent pursuant to Section 3.

23. **Default Remedies.**

If Lessee defaults on its obligations as provided in Section 22, Lessor shall have the right without notice or demand (except as provided in Section 22) to pursue any of its rights or remedies at law or in equity which shall be cumulative with and in addition to any other right or remedy allowed under this Lease. Lessor may elect to terminate this Lease and Lessee's right to possession, at any time following a Default and upon sixty (60) days written notice to Lessee.

In the event of any such reentry by Lessor, Lessor may, at Lessor's option, require Lessee to remove from the Premises any of Lessee's property located thereon. If Lessee fails to do so, Lessor shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Premises and place the same elsewhere in the Building or in storage in a public warehouse at the cost, expense and risk of Lessee with authority to the warehouseman to sell the same in the event that Lessee shall fail to pay the cost of transportation and storage. In any and all such cases of reentry Lessor may make any repairs in, to or upon the Premises which may be necessary, desirable or convenient, and Lessee hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Premises or any part thereof.

Forbearance by Lessor to enforce one or more remedies shall not constitute a waiver of any Default.

24. **Default by Lessor and Lessee's Remedies.**

Lessor's failure to perform or observe any of its obligations under this Lease or to correct a breach of any warranty or representation made in this Lease within thirty (30) days after receipt of written notice from Lessee setting forth in reasonable detail the nature and extent of the failure referencing pertinent Lease provisions or if more than thirty (30) days is required to cure the breach, Lessor's failure to begin curing within the thirty (30) day period and diligently prosecute the cure to completion, shall constitute a default.

If Lessor commits a default that materially affects Lessee's use of the Premises, and Lessor has failed to commence to cure such default within thirty (30) days (or such shorter time as is commercially reasonable in the case of an emergency threatening imminent harm to persons or property), Lessee may, without waiving any claim for damages for breach of agreement, thereafter cure the default for the account of the Lessor. Such notice shall include notice of

Lessee's plans to undertake the cure if Lessor does not do so within thirty (30) days (or less as provided above). The reasonable cost of such cure shall be deemed paid or incurred for the account of Lessor, and Lessor shall reimburse Lessee for these costs. Lessor shall reimbursement Lessee within thirty (30) days after completion of the cure and invoice to Lessor itemizing the costs of cure. If Lessor disputes either the necessity of the cure or the cost thereof, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Rules for the Real Estate Industry before a single neutral arbitrator of the American Arbitration Association sitting in Seattle, Washington. The arbitrator shall be a person having at least ten (10) years' experience and knowledge about commercial leasing and property management. The arbitration shall be held within sixty (60) days of Lessor notifying Lessee it disputes Lessee's cure. The costs of the arbitrator shall be shared equally by the Parties. The prevailing party shall be entitled to an award of reasonable attorney's fees. The arbitrator's award shall be final and binding on the Parties.

25. **Holding-Over.**

If, with Lessor's written consent, which such consent shall not be unreasonably withheld, Lessee holds possession of the Premises after the Term of this Lease or any extension thereof, Lessee shall become a Lessee from month-to-month upon the terms herein specified, but at a monthly rent equivalent to 125% of the then prevailing rent payable by Lessee at the expiration of the term of this Lease or any extension thereof and subject to the continued application of all of the provisions of paragraph five and six herein, payable in advance on the first day of each month.

26. **Surrender of Premises.**

At the end of the term of this Lease or any extension thereof or other sooner termination of this Lease, Lessee will peaceably deliver up to Lessor possession of the Premises in the same condition as received on the Commencement Date, except for ordinary wear and tear and damage by fire, earthquake, or force majeure, and Lessee will deliver all keys to the Premises to the Lessor. In addition, Lessee at Lessee's expense will remove Lessee's goods and effects and trade fixtures, and those of all persons claiming under Lessee, and Lessee will repair any damage resulting from such removal.

27. **Costs and Attorney's Fees.**

If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease will be in Superior Court of King County, Washington.

28. **Successors and Assigns.**

All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

29. **Intentionally Deleted.**

30. **Quiet Enjoyment.**

Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provision of this Lease and subject to all underlying leases and other underlying matters of record to which this Lease is or may become subject.

31. **Notices.** All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

To Lessee: King County Real Estate Services Section
500 Fourth Avenue, Suite 500
Seattle, WA 98104-3279

To Lessor: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

or at such other address as either party may designate to the other in writing from time-to-time.

32. **Time.**

Time is of the essence of this Lease and of each and all of the agreements, conditions, and provisions herein.

33. **Entire Agreement.**

This Lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the leasing, occupancy and use of the Premises and Lessee's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

34. **Interpretation - State Law.**

The titles to paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be governed by the laws of the State of Washington. Any action at law between Lessor and Lessee shall be filed in the superior court of King County, Washington.

35. **Severability.**

The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other

provisions unenforceable, invalid or void.

36. Addenda.

Any addendum attached hereto and either signed or initialed by the Lessor and Lessee shall be deemed a part hereof.

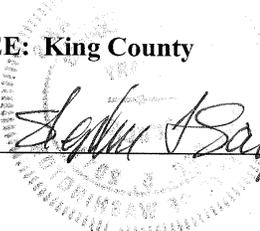
IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the dates specified below.

LESSOR: City of Sammamish

LESSEE: King County

By: 

By: 



Date: April 26, 2011

Date: July 25, 2011

APPROVED AS TO FORM:

By: 
Tim Barnes, Senior Deputy
Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY:

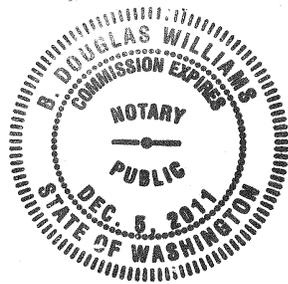
By: 

Date: 5/3/11

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Stephen L. Salysa signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Manager - Real Estate Services of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 25 July 2011

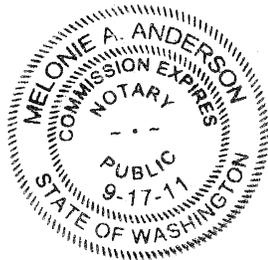


[Signature]
NOTARY PUBLIC in and for the State of Washington residing at Seattle. My appointment expires 12/5/2011.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Ben Yazici, to me known to be the City Manager of the Municipal Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 26th, day of April, 20 11.



Notary: Melonie A. Anderson
Melonie A. Anderson
NOTARY PUBLIC in and for the State of Washington residing at Sammamish. My appointment expires 9/11/2011.

EXHIBIT A-1
PREMISES (EXCLUSIVE USE)

TOTAL SF ROOM 202 : 7,800 SF
TOTAL CITY SF: 2,400 SF
TOTAL KCSO SF: 5,200 SF

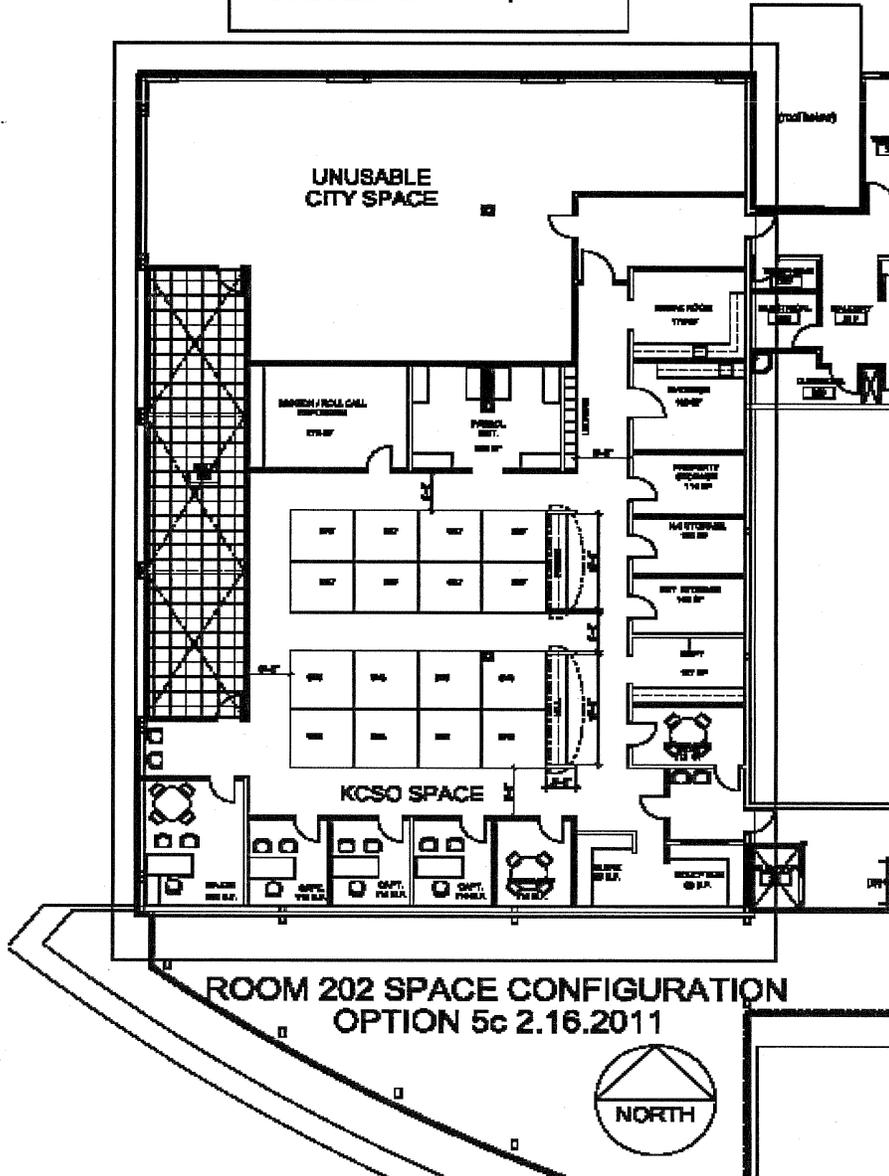


EXHIBIT A-2
PREMISES (NON-EXCLUSIVE USE- BUILDING CONFERENCE ROOMS)

Conference Rooms located throughout City Hall including the Council Chambers.

EXHIBIT A-3
PREMISES (NON-EXCLUSIVE USE- LAW ENFORCEMENT
FACILITIES)

The sally port, booking area, holding cells, interview room, drying room, conference room and hot desk area located on the easterly side of the first floor of the Building.

EXHIBIT B
LEGAL DESCRIPTION

PACEL NUMBER: 042406-9255

NAME: SAMMAMISH CITY HALL

SITE ADDRESS: 801 228th AVE SE 98075

LEGAL DESCRIPTION: A portion of "NEW LOT B" TGW NORTH 200.00 FT OF EAST 230.00 FT LESS CO RD TGW UND INT IN "NEW TRACT Y" SAMMAMISH BOUNDARY LINE ADJUSTMENT NO PLN2008-0029 REC NO 20080605900003 BEING POR OF NE ¼ OF NE ¼ STR 04-24-06 LY WLY OF 228th AVE SE.

EXHIBIT C
CONSTRUCTION WORK LETTER ADDENDUM

This Construction Work Letter Addendum ("Work Letter") is part of and incorporated into that certain lease (the "Lease") between King County, a political subdivision of the State of Washington (hereinafter called "Lessee") and the City of Sammamish, a municipal corporation (hereinafter called "Lessor") for the Premises, as defined in Section 1 of the Lease, located at 801 228th Avenue SW, Sammamish, WA 98075. Capitalized terms shall have the meaning defined in the Lease unless otherwise specific herein.

1) **SHELL AND CORE IMPROVEMENTS TO BE PROVIDED BY LESSOR:**

Lessor shall deliver the Premises to Lessee within one-hundred eighty (180) days of execution of this Lease with the following Improvements in the Premises constructed at Lessor's sole cost and expense (collectively the "Shell and Core Work"):

- (a) Walls. Core and perimeter walls including metal framing, sound batt insulation, drywall, to be completely finished (taped and painted).
- (b) Ceiling. Suspended ceiling to be completely finished including ceiling tiles.
- (c) Floor. Concrete slab floor prepared to receive floor covering. Floor loading capacities: eighty pounds (80) per square foot live load; twenty pounds (20) per square foot partition load.
- (d) Mechanical. The heating ventilation and air conditioning system for the Building is a VAV system with medium velocity ductwork installed in a loop on the floor and is available for Lessee's connection via Lessee's branch ductwork. A one inch hydronic hot water supply and return piping are available within the Premises for Lessee's connection to a Lessee-supplied VAV unit. Primary cooling duct loop: based on Building standard mechanical system is designed to accommodate heating loads generated by lights and equipment up to 3.0 watts per square foot; if Lessee's design or use of the Premises results in concentrated loads in excess of 3.0 watts per square foot, then any additional engineering design and installation of mechanical equipment and/or controls required to accommodate such excess shall be provided at Lessee's cost pursuant to Section 2 of this Exhibit C.
- (e) Electrical. Not less than 100 amp, 3 phase, 120/208 volt electrical panel, and e-mon d-mon are provided at the Electrical Room 104, located 6' from the Premises, as needed for Lessee's exclusive use.
- (f) Fire Sprinklers. Code compliant fire sprinkler system with upright heads provided in the Premises.
- (g) Telephone/Data Closet. Code compliant closet for Lessee's use together with access thereto.

(h) **Parking Improvements.** The following parking Improvements shall be included as part of the Shell and Core Improvements to be provided by Lessor, as provided herein:

(1) The parking area abutting the northwest side of the Building for parking purposes for no less than thirty-six (36) vehicles, as shown on the attached Exhibit E-1, and fencing with a controlled-access gate and a video monitoring system; and

(2) The remote parking lot located southwesterly of the Building as shown on the attached Exhibit E-2. Lessee shall have no less than twenty-two (22) parking spaces available at all times on a first-come first-served basis.

2) **TENANT IMPROVEMENTS TO BE PROVIDED BY LESSOR:** Design and construction of all Tenant Improvements, which shall include Lessor's Shell and Core Work, in the Premises (the "Tenant Improvements") shall be provided by Lessor within one-hundred eighty (180) days of execution of this Lease (the "Required Completion Date") subject to reimbursement by Lessee as provided herein. The Tenant Improvements to be provided by Lessor shall include, without limitation, architectural design; permitting and special inspections; structural review and engineering; mechanical and electrical engineering; partitioning, millwork, and finishes; fire sprinkler modifications to meet codes; plumbing lines, connection and fixtures; HVAC equipment, connection to Building systems, distribution and controls, testing and balance; electrical wiring, equipment and fixtures; voice, data and security cabling, connection to Building systems and Improvements.

3) **DESIGN OF TENANT IMPROVEMENTS:** Lessor shall use its space planners, architects and construction general contractor in the design and construction of the Tenant Improvements. Lessor's build-out will complement Lessor's existing lobby finishes.

Lessor's space planners and architects shall ensure that the work shown on Lessor's plans is compatible with the basic Building plans and that necessary basic Building modifications are included in Lessor's plans. Such modifications shall be subject to the Lessee's approval and the cost thereof shall be paid by Lessor. Lessor's space planners and architects shall use CAD System, which system shall be compatible with the other Building drawings.

Lessor's and Lessee's space planners and architects shall collaborate in preparing a space plan for Lessee's Tenant Improvements which shall be the basis for Lessor's Tenant improvement plans as provided herein. All plans for the Tenant Improvements shall be subject to Lessee's reasonable review and approval prior to construction including, without limitation, construction cost as estimated by Lessor's space planners, architects and construction general contractor. Lessor shall supply Lessee with said plans for review and approval at sixty percent (60%) and ninety percent (90%) design review. Lessee shall provide written comments, requested revisions and/or approval for Lessor's construction plans within ten (10) days of receipt. Lessor and Lessee shall cooperate as reasonably necessary to approve said construction plans including, without limitation, the scope of work as it affects the construction cost of Tenant Improvements. Lessee's Project Manager for purposes of contact, approval of design and change orders and administration of this Work Letter shall be Steve Salyer, Manager, Real Estate Services Section,

Facilities Management Division, King County. Upon final agreement of Lessor and Lessee's Project Manager, the approved construction plans shall become the Final Plans. Lessor shall complete construction of the Tenant Improvements in conformance with said Final Plans, subject only to usual and customary Change Orders (defined below). Final Plans are to be signed by Lessor and Lessee and shall include, in addition to the aforementioned Shell and Core Work, the following:

- (a) Basic Plans. These shall be fully dimensioned floor plans showing partition layout and identifying each room with a number and each door with a number. The Basic Plans must clearly identify and locate equipment requiring plumbing or other special mechanical systems, area(s) subject to above-normal floor loads, special openings in the floor, and other major or special features, including:
 - (1) Electrical and Telephone Outlets. Locate all power and telephone requirements: Dimension the position from a corner and give height above concrete slab for all critically located outlets. Identify all dedicated circuits and identify all power outlets greater than 120 volts. For the equipment used in these outlets which require dedicated circuits and/or which require greater than 120 volts, identify the type of equipment, the manufacturer's name and the manufacturer's model number, and submit a brochure for each piece of equipment. Also identify the manufacturer's name of the phone system to be used and the power requirements, size, and location of its processing equipment. Provide for a secure communications closet for Lessee's sole use.
 - (2) Reflected Ceiling Plan. Lighting layout showing location and type of all Building Standard and special lighting fixtures.
 - (3) Furniture Layout. Layout showing furniture location so that Lessor's engineer can review the location of all light fixtures.
 - (4) Millwork Details. These drawings shall be in final form with Lessee's office planner's title block in the lower right hand corner of the drawing, and shall include construction details of all cabinets, paneling, trim, bookcases, and door and jamb details for non-Building Standard doors and jambs.
 - (5) Keying Schedules and Hardware Information. This information shall be in final form and include a Keying Schedule indicating which doors are locked and which key(s) open each lock, plus an "X" on the side of the door where the key will be inserted if a keyed door. Complete specifications for all non-Building Standard hardware will also be provided.
 - (6) Room Finish and Color Schedule. This information shall be in final form and include locations and specifications for all wall finishes, floor covering and base for each room.
 - (7) Construction Notes and Specifications. Complete specifications for every item included except those specified by the Lessor.

(8) Lessor will coordinate all engineering at Lessor's expense.

(b) Change Orders. Lessee shall notify Lessor in writing of any desired material changes to the Final Plans, hereinafter referred to as a "Change Order." Lessor shall have five (5) days from receipt to approve any Change Orders, which shall not be unreasonably withheld or conditioned, and notify Lessee's Project Manager of the cost for said Change Order. Following Lessee's approval of the cost by Lessee's Project Manager of any Change Order, the Change Order shall become part of the Final Plans and shall be subject to reimbursement by Lessee and payable as provided herein.

(c) As-Built Plans. After completion of construction, Lessor shall supply to Lessee within thirty (30 days) a complete set of construction documents for Lessor's files including as-built plans.

(d) Lessor shall be allowed to recommend and implement Change Orders, with notice to Lessee's Project Manager, to take advantage of value engineering opportunities and unforeseen construction conditions, but only if such changes (i) do not materially impact the appearance, safety or mechanical systems and operations of the Premises, and (ii) will not result in an extension of the Required Completion Date. If a Change Order initiated by Lessor, due to unforeseen construction conditions, has the potential to increase the cost of construction of the Tenant Improvements, Lessor shall obtain Lessee's written approval from Lessee's Project Manager in advance.

4) **LESSEE'S REIMBURSEMENT OF THE COST OF TENANT IMPROVEMENTS AND CHANGE ORDERS:**

(a) Lessee's Cost Allocation of the Tenant Improvements. Lessee shall reimburse Lessor, as provided in Section 4(c) below, for the cost of those certain Tenant Improvements, which costs shall not include Lessor's Shell and Core Work, the cost of which is allocated to Lessee as provided in Exhibit D.

(b) Lessor's Certification of Cost. Upon Lessor's completion of the construction of the Tenant Improvements, and Change Orders, if any, Lessor shall certify to Lessee the actual cost of construction for that portion of the Tenant Improvements whose cost is allocated to Lessee, as provided in Exhibit D, and Change Orders, if any. Lessor shall provide Lessee with copies of receipts and other documentation of the cost of said construction in detail reasonably acceptable to Lessee.

(c) Lessee's Reimbursement. Within sixty (60) days following Substantial Completion (as defined below), and only after Lessee is in receipt of Lessor's certifications of cost reasonably acceptable to Lessee, as provided herein, Lessee shall reimburse Lessor the Tenant Improvement Costs, the cost of which has been allocated to Lessee as provided in Exhibit D, including approved Change Orders, if any.

(d) Substantial Completion. As used herein, "Substantially Completed" or

"Substantial Completion" shall mean that on or before the one-hundred eightieth (180th) day following execution (execution is herein defined as the date on which both Lessor and Lessee have signed and notarized the Lease) each of the following have occurred subject only to completion of customary "punch list" items: (a) Lessor's contractor shall have notified Lessor in writing that Lessor's Work is substantially complete in accordance with the Final Plans; (b) the City of Sammamish has issued a certificate of occupancy or temporary certificate of occupancy such that Lessee is legally entitled to occupy the Premises for its permitted use; and (c) the director of the King County Facilities Management Division shall have issued a written statement to Lessor confirming that the Tenant Improvements are sufficiently complete in accordance with the Final Plans to permit Lessee to utilize the Premises for the intended uses as defined in Section 2 of the Lease. Lessee shall not unreasonably withhold, delay or condition its concurrence if each of the items (a) and (b) has occurred, and provided further, it shall be deemed unreasonable hereunder for Lessee to withhold its concurrence. Lessor agrees to provide Lessee no less than ten (10) business days advance notice of the anticipated Substantial Completion date, for the sole purpose of determining Substantial Completion hereunder.

5) **INSTALLATION OF LESSEE'S FURNITURE, FIXTURES AND EQUIPMENT:**

(a) Improvements Installed by Lessee. For any work to be performed in connection with installation of Lessee's furniture, fixtures and equipment on the Premises by Lessee or Lessee's contractor prior to commencement of the Lease Term, the following shall apply:

(1) Such work shall proceed upon Lessor's written approval of (i) Lessee's contractor, (ii) general liability and property damage insurance satisfactory to Lessor carried by Lessee's contractor, (iii) detailed plans and specifications for such work, pursuant to Section 4 above, and (iv) amount of general conditions, if any, to be paid by Lessee to Lessor for the services still provided by Lessor's contractor. Lessor will provide Lessee coordination of Lessee's contractor at no expense to Lessee.

(2) All work by Lessee or Lessee's contractor shall be scheduled through Lessor.

(b) Lessee's Entry to Premises. Lessee's entry to the Premises for any purpose, including without limitation, inspection or performance of Lessor's Construction by Lessor's agents, prior to the Commencement Date of the Lease shall be scheduled in advance with Lessor and shall be subject to all the terms and conditions of the Lease, except the payment of Rent. Lessee's entry shall mean entry by Lessee, its officers, contractors, office planner, licensees, agents, servants, employees, guests, invitees, or visitors.

(c) Lessee's Telephone and Computer/Data Service. Lessee is responsible for Lessee's telephone service, computer and data service and obtaining any applicable permits. Lessee shall select and coordinate installation of such communication and information systems with the Lessor as provided herein.

6) **GENERAL:**

(a) Warranties. Upon Substantial Completion of all Tenant Improvements, Lessor shall ensure that its contractor warrants that the Tenant Improvements have been completed in substantial accordance with the Final Plans and are free from defects in workmanship and materials for a period of two (2) years following Substantial Completion.

(b) Prevailing Wages. Lessor agrees that all contractors and subcontractors shall pay Prevailing Wages in accordance with chapter 39.12 RCW.

(c) This Work Letter, the Final Plans, and any approved Change Orders shall constitute the complete construction specifications and no other representations, or oral agreements between the parties shall be recognized in the event of a dispute between Lessor and Lessee, unless this Work Letter has been specifically amended by the parties.

(d) Time is of the essence with respect to each of the duties and obligations of Lessor and Lessee set forth in this Work Letter. Notwithstanding any of the foregoing provisions hereof, default by Lessor or Lessee under any provisions of this Work Letter which are not cured within applicable notice and cure periods set forth in the Lease shall constitute a default under the Lease.

(e) Any notice, statement, advice, approval, consent or other communication required or permitted to be given by either party to the other pursuant to this Work Letter shall be given in the manner set forth in Section 31 of the Lease. A default by Lessor of any obligation hereunder shall constitute a default by Lessor under the Lease, except that Lessor's failure to deliver the Premises in Substantially Complete condition within 180 days of execution of the Lease shall be governed by the provisions of Section 3.4 of the Lease, which shall constitute Lessee's exclusive remedy..

SIGNED:

LESSOR: City of Sammamish

LESSEE: King County

By: *Ba [Signature]*

By: *[Signature]*

Date: *April 26, 2011*

Date: *7/25/11*

EXHIBIT D
LESSEE'S COST ALLOCATION OF THE TENANT IMPROVEMENTS

All work to be consistent with existing building standards for the City of Sammamish City Hall.

DIVISION 5 – METALS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
05400 COLD-FORMED METAL FRAMING	

DIVISION 6 - WOOD AND PLASTICS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
06100 ROUGH CARPENTRY	
06200 FINISH CARPENTRY @counters	06200 FINISH CARPENTRY window sills

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH Perimeter walls only
07210 Acoustic INSULATION @ offices	07210 BUILDING INSULATION
07841 Revised	07841 THROUGH-PENETRATION FIRESTOP SYSTEMS
07920 JOINT SEALANTS @ Tenant partitions	

DIVISION 8 - DOORS AND WINDOWS

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH Perimeter walls only
08111 STEEL DOORS AND FRAMES @ offices	-
08211 FLUSH WOOD DOORS	-
08311 ACCESS DOORS AND FRAMES	08311 ACCESS DOORS AND FRAMES
08710 FINISH HARDWARE @ offices	-
08800 GLAZING @offices & rooms	-

DIVISION 9 - FINISHES

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH Perimeter walls only
09250 GYPSUM BOARD ASSEMBLIES @ offices	09250 GYPSUM BOARD ASSEMBLIES exterior & common
	09511 ACOUSTICAL TILE CEILINGS
09653 RESILIENT WALL BASE AND ACCESSORIES	09653 RESILIENT WALL BASE AND ACCESSORIES
	09680 CARPET
09912 PAINTING (PROFESSIONAL LINE PRODUCTS)	09912 PAINTING (PROFESSIONAL LINE PRODUCTS)
09960 HIGH PERFORMANCE COATINGS @ evidence floor	09960 HIGH PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
10100	MISCELLANEOUS SPECIALTIES		
10431	SIGNAGE staff titles	10431	Directional lobby SIGNAGE & room numbers
		10520	FIRE-PROTECTION SPECIALTIES

DIVISION 11 – EQUIPMENT

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
NO WORK ON THIS DIVISION			

DIVISION 12 – FURNISHINGS: Lessee to provide all other furniture, fixtures, cubicles and equipment except as provided herein.

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
		12494	ROLLER SHADES

DIVISION 13 - SPECIAL CONSTRUCTION

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
13080	SOUND AND VIBRATION CONTROL evidence venting		

DIVISION 14 - CONVEYING SYSTEMS

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH	
NA		NA	

DIVISION 15 – MECHANICAL

KING COUNTY SHERIFF OFFICE	CITY OF SAMMAMISH
15050 TESTING AND BALANCING	
15060 NOISE, VIBRATION AND SEISMIC CONTROL	
15100 BASIC MATERIALS AND METHODS	
15180 INSULATION sink	
15210 INTERIOR WATER SYSTEM sink	
15320 SOIL AND WASTE SYSTEM sink	
15400 PLUMBING FIXTURES AND TRIM sink	
15500 FIRE SPRINKLER SYSTEM alterations	
15520 CLEAN AGENT EXTINGUISHING SYSTEM evidence room	
	15700 HOT WATER SYSTEM
	15750 PACKAGED HEATING AND COOLING SYSTEM
	15800 Central AIR HANDLING EQUIPMENT
	15810 AIR DISTRIBUTION SYSTEM VAV zone boxes
	15900 ENERGY MANAGEMENT AND TEMPERATURE CONTROLS
158?? Server room venting	

DIVISION 16 - ELECTRICAL

KING COUNTY SHERIFF OFFICE		CITY OF SAMMAMISH Perimeter walls only	
16010	ELECTRICAL WORK	16010	ELECTRICAL WORK
16051	INSPECTIONS AND TESTING	16051	INSPECTIONS AND TESTING
16100	BASIC MATERIALS AND METHODS	16100	BASIC MATERIALS AND METHODS
16110	RACEWAYS	Exterior Perimeter	
		16114	CABLE TRAYS, CABLE RUNWAYS AND CABLE SUPPORT SLINGS
16120	CONDUCTORS AND TERMINATIONS		
16130	OUTLET, JUNCTION AND PULL BOXES	16130	OUTLET, JUNCTION AND PULL BOXES exterior perimeter
16140	WIRING DEVICES	16140	WIRING DEVICES exterior perimeter
		16450	GROUNDING
		16460	DRY TYPE TRANSFORMERS
		16470	Secondary distribution SWITCHBOARDS
		16471	PANELBOARDS
		16475	FUSES
		16476	DISCONNECT SWITCHES AND CIRCUIT BREAKERS
16481	MOTOR CONTROLLERS evidence exhaust		
16500	LIGHTING 50%	16500	LIGHTING 50%
16665	TRANSIENT VOLTAGE SURGE PROTECTION (TVSS)		
		16721	FIRE ALARM SYSTEM
16740	TELEPHONE & DATA RACEWAY SYSTEM	??	check building standard
16741	SERVER RACKS		
16745	VOICE/DATA CABLING INFRASTRUCTURE SYSTEM		
16780	CABLE TELEVISION DISTRIBUTION SYSTEM		
16820	AUDIOVISUAL SYSTEMS		
		16930	LIGHTING CONTROL EQUIPMENT
	SECURITY ELECTRONICS – All devices added to the City's Security System		SECURITY ELECTRONICS – Security Electrical Head System and Programming for additional devices.
16999	PROJECT CLOSEOUT		

EXHIBIT E-1
PARKING (EXCLUSIVE USE)

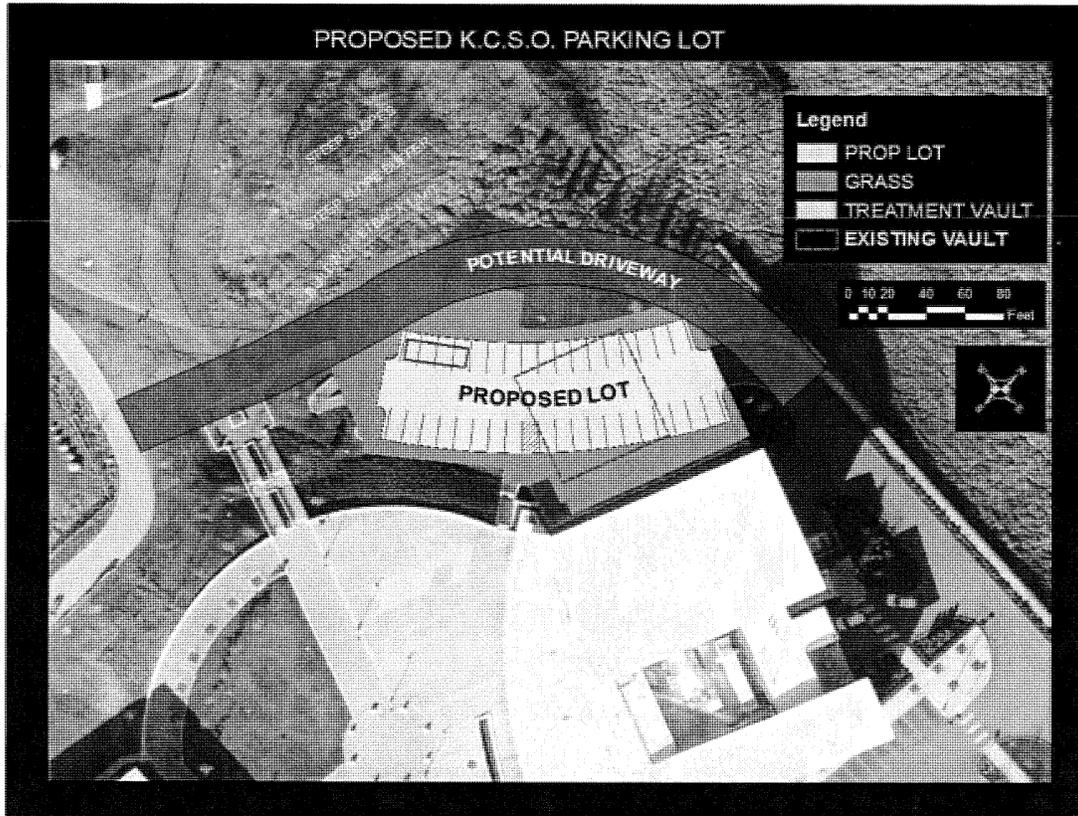


EXHIBIT E-2
PARKING (NON-EXCLUSIVE USE)

