

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7510

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 for fees and costs associated with legal challenges to the NPDES Phase II permits issues by the State Department of Ecology.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) in substantially the form of the draft Interlocal Agreement available to Council that has been given Clerk's Receiving No. 40665.

Section 2. The City Manager or his designee is hereby authorized to execute an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 for fees and costs associated with legal challenges to the NPDES Phase II permits issues by the State Department of Ecology, a copy of which agreement has been given Clerk's Receiving No. 40642.

ORIGINAL

1702-RES
2/1/2007

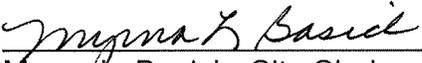
Passed by the City Council this 5th day of February, 2007,
and signed in authentication of its passage this 5th day of February,
2007.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

CR# 40665 DATE 02.23.07.00 07.14.1
Res 7510

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ANACORTES,
AUBURN, BELLEVUE, BELLINGHAM, BOTHELL, BREMERTON, BUCKLEY,
BURIEN, BURLINGTON, CAMAS, DES MOINES, ELLENSBURG, EVERETT,
FEDERAL WAY, FIRCREST, KENNEWICK, KENT, LONGVIEW,
MARYSVILLE, MOUNT VERNON, NORMANDY PARK, ORTING, PORT
ANGELES, PULLMAN, PUYALLUP, RENTON, RICHLAND, SAMMAMISH,
SEATAC, SUMNER, UNIVERSITY PLACE AND VANCOUVER AND KITSAP
COUNTY REGARDING LEGAL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the Cities of Anacortes, Auburn, Bellevue, Bellingham, Bothell, Bremerton, Buckley, Burien, Burlington, Camas, Des Moines, Ellensburg, Everett, Federal Way, Fircrest, Kennewick, Kent, Longview, Marysville, Mount Vernon, Normandy Park, Orting, Port Angeles, Pullman, Puyallup, Renton, Richland, Sammamish, SeaTac, Sumner, University Place, Vancouver, and Kitsap County and any other Phase II Permittees that might join this Coalition of Governmental Entities (collectively, "Coalition").

RECITALS

1. The members of the Coalition are public agencies as defined by Ch. 38.34 of the Revised Code of Washington, and may enter into interlocal agreements on the basis of mutual advantage to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

2. The Phase II National Pollutant Discharge Elimination System (NPDES) Permit is required under provisions of the Federal Clean Water Act and requires members of the Coalition in Washington to develop and maintain storm water programs. The Department of Ecology (DOE) has adopted standards (DOE Standards) purportedly under the NPDES Permit authority that may impose costly burdens on landowners, including members of the Coalition and may also cause costly legal challenges to members of the Coalition as a result of enforcing DOE Standards.

3. The potential impact of the DOE Standards on members of the Coalition and property owners is so significant and far-reaching, members of the Coalition are joining together to explore all legal and other avenues available to challenge the DOE Standards including but not limited to filing an appeal with the Pollution Control Hearings Board. The appeal deadline is February 16, 2007, the effective date of the DOE Standards. Members of the Coalition wish to retain outside counsel (Counsel)

to represent the Coalition in said legal challenge(s) and wish to collectively pay Counsel as further set forth below.

4. NOW THEREFORE, in consideration of the terms and provisions contained herein, Coalition agrees as follows:

AGREEMENT

1. Purpose: It is the purpose of this Agreement to have the Coalition collectively pay for the legal services of Foster Pepper PLLC (Legal Services) to represent the Coalition's interests in any legal challenges to the NPDES Phase II permits (Litigation).

2. Duration: This Agreement shall be effective January 25, 2007, irrespective of the date members of the Coalition execute this Agreement. Unless terminated by any party in accordance with Paragraph 5, Termination, the Agreement shall remain in full force and effect through conclusion of the Legal Services either through settlement of the dispute with the State of Washington, Pollution Control Hearings Board order, court order or other court disposition by the highest court authorized to hear an appeal of this matter, and/or other mutual resolution of the legal challenge or Legal Services as agreed to among members of the Coalition as provided in Paragraph 5.2 of this Agreement.

3. Administration: Coalition shall enter into a Joint Prosecution Agreement for the administration of the Legal Services and Litigation. Said Joint Prosecution Agreement shall include, but need not be limited to, a confidentiality agreement, establishing a structure for the administration and oversight of the Legal Services and Litigation that is efficient and effective given the number of Coalition who are parties to this Agreement, including oversight of the legal costs incurred pursuant to this Agreement and any other subjects necessary or appropriate to the administration of the Legal Services and prosecution of the Litigation. If this Agreement is effective prior to finalizing the Joint Prosecution Agreement, Coalition authorize the City of Bellevue to be Lead Agency to do all things necessary and/or appropriate to pursue the Litigation on behalf of Coalition including but not limited entering into an agreement for Legal Services as contemplated herein.

4. Payment:

4.1 The Legal Services' fees and costs shall be shared equally by all Coalition regardless of a member of the Coalition's population or nature or any other factor distinguishing it from another member of the Coalition. This obligation shall continue through conclusion of the Legal Services as provided in Paragraph 2 above, unless a member of the Coalition terminates its participation in this Agreement as provided in Paragraph 5. Members of the Coalition hereby authorize said fees and

costs up to a total of \$275,000. Additional fees and/or costs may be approved by written amendment to this Agreement by Coalition.

4.2 The provider of Legal Services shall provide a monthly bill of its fees and costs to Bellevue. Bellevue shall timely pay the bill on behalf of Coalition. Within 15 days of approval of this Agreement, each member of the Coalition shall remit its proportionate share of the fees and costs to the City of Bellevue. Bellevue shall place these funds into an interest-bearing account, with any interest derived from these funds to be applied to the costs of the provider of Legal Services. At the time of drafting of this Agreement 33 governmental entities have committed to joining this appeal; therefore the proportionate share of each member of the Coalition is \$ 8, 333.33. In the event Bellevue must take legal action to collect any amount due from a member of the Coalition, Bellevue shall be entitled to recover all costs for said action including reasonable attorney's fees.

4.3 In the event additional governmental entities join this Agreement, the proportionate share of each member of the Coalition shall be reduced accordingly. In the event fewer governmental agencies participate in this Agreement or terminate their participation, the proportionate share of each remaining participating member of the Coalition shall increase accordingly.

4.4 While it is recognized that some members of the Coalition may not be able to sign this Agreement before February 16, 2007, it is agreed that the members will benefit from the Legal Services provided herein. Therefore, it is presumed that a member of the Coalition which enters and signs this Agreement agrees to pay for Legal Services performed as of January 25, 2007, regardless of the date of signing. Adjustments to amounts previously billed and received by Bellevue due to later joining members of the Coalition will be reconciled on a semi annual basis.

5. Termination:

5.1 Termination by Notice: Any participating member of the Coalition may terminate its participation in this Agreement by providing at least three months prior written notice to all other participating members. The terminating member must pay the full share of the Legal Services Fees and Costs due through the date of termination three months from the date of Notice. Should it become necessary to amend this Agreement to increase the authorized total amount of fees and costs set forth in Paragraph 4.1, or a member's proportionate share pursuant to Paragraph 4.3 any member may terminate its participation in this Agreement by providing written notice to all other participating members within 15 days of receiving written notice of the request to amend fees and costs. This termination shall not affect the obligation of the terminating member to pay its full share of the currently authorized Legal Services Fees and Costs. Except as provided in Paragraph 5.2, the termination of a member's participation in this Agreement shall not result in the termination of this Agreement with respect to other members of the Coalition.

5.2 Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of a majority of the then participating members of the Coalition. Members shall be obligated to pay for Legal Services incurred to the date of Notice to the provider of Legal Services that its services are no longer needed and any reasonable additional fees and costs necessary to conclude its Legal Services.

5.3 Distribution of Assets upon Termination. It is not anticipated that any assets will be acquired as a result of participating in this Agreement. If, however, any assets are acquired with joint funds of the Members of the Coalition, those assets will be equally divided among the members at the asset's fair market value upon termination. The value of the assets shall be determined by using commonly accepted methods of valuation. Additionally, any funds remaining in the interest-bearing account following conclusion of all Legal Services shall be equally divided among the members of the Coalition.

6. Miscellaneous:

6.1 Amendments. This Agreement may only be amended by mutual written agreement of the members of the Coalition.

6.2 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

6.3 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.

6.4 Ownership of Property. Any property owned and used by Bellevue in connection with this Agreement shall remain the property of Bellevue and any property owned and used by any other participating member of the Coalition shall remain the property of that member, unless otherwise specifically provided in this Agreement or its amendment.

6.5 Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or any other address if later specified in writing. Except for the requirement of Notice as provided in this Agreement, nothing herein shall be construed to prevent the members of the Coalition from communicating among themselves by email, fax or other electronic means. Any governmental agency not specifically named herein, that later joins in this Agreement, shall give to all members of the Coalition then participating under this Agreement written notice of the name

and address of the person that can accept notices on behalf of such joining governmental agency.

6.6 Counterparts. This Agreement may be entered into with any number of counterparts which, taken collectively, will constitute one entire agreement.

6.7 Ratification and Confirmation. All acts taken prior to the effective date of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed retroactive to January 25, 2007.

6.8 Dispute Resolution. Should any dispute arise among members of the Coalition or between one or more members related to the interpretation, application or administration of this Agreement, the disputing parties shall participate in a good faith mediation effort to resolve their differences prior to bringing any legal action.

6.9 Compliance with RCW 39.34.040. Members of the Coalition entering into this Agreement shall be responsible for ensuring that it is filed in accordance with RCW 39.34.040.

IN WITNESS, the parties below execute this Agreement, which shall become effective February _____, 2007.

<p>ANACORTES:</p> <p>CITY OF ANACORTES</p> <p>By: <u>H. Dean Maxwell</u> Print Name: <u>H. DEAN MAXWELL</u> Its: <u>MAYOR</u> Date: <u>2/12/07</u></p>	<p>AUBURN:</p> <p>CITY OF AUBURN</p> <p>By: _____ Print Name: _____ Its: _____ Date: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p><u>DEAN MAXWELL/Town Muncie</u> <u>FRED Buckner/mayor</u> <u>P.O. Box 547 Anacortes WA</u> <u>98221</u></p> <p>(<u>360</u>) <u>294</u> - <u>1950</u> (Telephone) (<u>360</u>) <u>297</u> - <u>1938</u> (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____ _____ _____</p> <p>() _____ - _____ (Telephone) () _____ - _____ (Facsimile)</p>
<p>APPROVED AS TO FORM:</p>	<p>APPROVED AS TO FORM:</p>

and address of the person that can accept notices on behalf of such joining governmental agency.

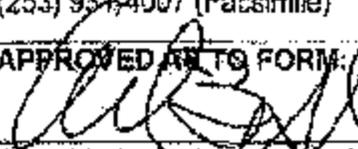
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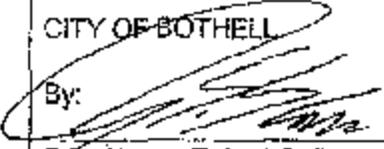
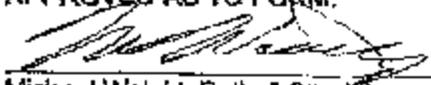
ANACORTES: CITY OF ANACORTES By: _____ Print Name: _____ Its: _____ Date: _____	AUBURN: CITY OF AUBURN By:  Peter B. Lewis Print Name: Peter B. Lewis Its: Mayor Date: 6/22/07, nunc pro tunc
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: Daniel B. Heid Auburn City Attorney 25 West Main Street Auburn, WA 98001 (253) 931-3054 (Telephone) (253) 931-4007 (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM:  Daniel B. Heid, Auburn City Attorney

() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

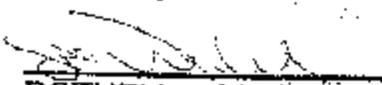
BELLEVUE	BELLINGHAM:
CITY OF BELLEVUE	CITY OF BELLINGHAM
By: <i>Brad Miyake</i>	By: _____
Print Name: <u>BRAD MIYAKE</u>	Print Name: _____
Its: <u>DEPUTY CITY MGR</u>	Its: _____
Date: <u>2-21-07</u>	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
<u>Lori M. Riordan</u>	_____
<u>City Attorney's Office</u>	_____
<u>P. O. Box 90012</u>	_____
<u>Bellevue, WA 98009-9012</u>	_____
(425) <u>452-7220</u> (Telephone)	() _____ (Telephone)
(425) <u>452-7256</u> (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
<i>Lori M. Riordan</i>	_____
BOTHELL	BREMERTON:
CITY OF BOTHELL	CITY OF BREMERTON

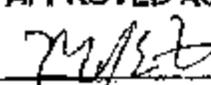
() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

BELLEVUE CITY OF BELLEVUE By: _____ Print Name: _____ Its: _____ Date: _____	BELLINGHAM: CITY OF BELLINGHAM By: <i>Tim Douglas</i> Print Name: <u>TIM DOUGLAS</u> Its: <u>Mayor</u> Date: <u>4-16-2007</u> Attest: <i>Sheneae Hahn</i> Finance Director
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	Departmental Approval: <i>By J. Smith, City Engineer</i> NOTICES TO BE SENT TO: Dick McKinnley, Pw Director, 210 Lottie St., Bellingham WA 98225 (360) 676-6961 (Telephone) (360) 676-6899 (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: <i>Joan Houston</i>
BOTHELL CITY OF BOTHELL	BREMERTON: CITY OF BREMERTON

By: _____ Print Name: _____ Its: _____ Date: _____	By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____
BOTHELL CITY OF BOTHELL By:  Print Name: Robert S. Stowe Its: City Manager Date: March 7, 2007	BREMERTON: CITY OF BREMERTON By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: Michael Weight, City Attorney 18305 101 st Ave NE Bothell, WA 98011 (425) 485-3256, ext 4361 (Telephone) (425) 489-4876 (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM:  Michael Weight, Bothell City Attorney	APPROVED AS TO FORM: _____

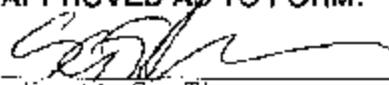
ATTEST:


BOTHELL CITY CLERK

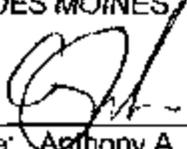
BELLEVUE CITY OF BELLEVUE By: _____ Print Name: _____ Its: _____ Date: _____	BELLINGHAM: CITY OF BELLINGHAM By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____ _____	APPROVED AS TO FORM: _____ _____
BOTHELL CITY OF BOTHELL By: _____ Print Name: _____ Its: _____ Date: _____	BREMERTON: CITY OF BREMERTON By:  Print Name: Carl Bozeman Its: Mayor Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: Mark E. Koontz and Mike Mechem City of Bremerton 345 16th Street, Suite 600 Bremerton WA 98337 (360) 473-2345 (Telephone) 360 473-5288 (Mechem) (360) 473-5161 (Facsimile) 360 473-5398 (Mechem)
APPROVED AS TO FORM: _____ _____	APPROVED AS TO FORM: 

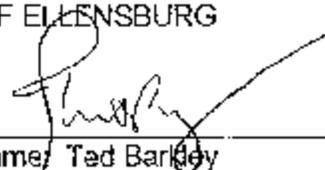
By: _____ Print Name: _____ Its: _____ Date: _____	By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____	NOTICES TO BE SENT TO: _____ _____ _____
() _____ (Telephone) () _____ (Facsimile)	() _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____

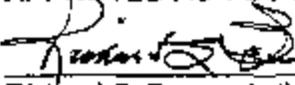
BUCKLEY: CITY OF BUCKLEY By: <u>Pat Johnson</u> Print Name: <u>PAT Johnson</u> Its: <u>MAYOR</u> Date: <u>3/2/07</u>	BURIEN: CITY OF BURIEN By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: <u>DAVE SCHMIOT</u> <u>PO Box 1960</u> <u>Buckley, WA 98321</u>	NOTICES TO BE SENT TO: _____ _____ _____
(<u>360</u>) <u>829 - 1921</u> (Telephone) (<u>360</u>) <u>829 - 1659</u> (Facsimile)	() _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: <u>[Signature]</u>	APPROVED AS TO FORM: _____

<p>BURLINGTON:</p> <p>CITY OF BURLINGTON</p> <p>By: <u>Roger Tjeerdsma</u> Print Name: <u>Roger Tjeerdsma</u> Its: <u>Mayor</u> Date: <u>March 8, 2007</u></p>	<p>CAMAS:</p> <p>CITY OF CAMAS</p> <p>By: _____ Print Name: _____ Its: _____ Date: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p><u>Scott G. Thomas, City Attorney</u> <u>900 E. Fairhaven Avenue</u> <u>Burlington, WA 98255</u></p> <p>(<u>360</u>) <u>755-0531</u> (Telephone) (<u>360</u>) <u>755-1297</u> (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>() _____ (Telephone) () _____ (Facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p><u></u> <u>Scott G. Thomas</u></p>	<p>APPROVED AS TO FORM:</p> <p>_____</p>
<p>DES MOINES:</p> <p>CITY OF DES MOINES</p> <p>By: _____ Print Name: _____ Its: _____ Date: _____</p>	<p>ELLENSBURG:</p> <p>CITY OF ELLENSBURG</p> <p>By: _____ Print Name: _____ Its: _____ Date: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone) () _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone) () _____ (Facsimile)</p>

<p>BURLINGTON:</p> <p>CITY OF BURLINGTON</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>CAMAS:</p> <p>CITY OF CAMAS</p> <p>By: <u>Paul Dennis</u></p> <p>Print Name: <u>Paul Dennis</u></p> <p>Its: <u>Mayor</u></p> <p>Date: <u>3/6/07</u></p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p><u>MONTE BRACHMANN</u></p> <p><u>CITY OF CAMAS</u></p> <p><u>P.O. Box 1055</u></p> <p><u>CAMAS, WA 98607</u></p> <p>(360) <u>817-1534</u> (Telephone)</p> <p>(360) <u>834-1535</u> (Facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>APPROVED AS TO FORM:</p> <p><u>[Signature]</u></p>
<p>DES MOINES:</p> <p>CITY OF DES MOINES</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>ELLENSBURG:</p> <p>CITY OF ELLENSBURG</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>

BURLINGTON: CITY OF BURLINGTON By: _____ Print Name: _____ Its: _____ Date: _____	CAMAS: CITY OF CAMAS By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____ _____	APPROVED AS TO FORM: _____ _____
DES MOINES: CITY OF DES MOINES By:  Print Name: <u>Anthony A. Piasecki</u> Its: <u>City Manager</u> Date: <u>March 1, 2007</u> <u>22 JF</u>	ELLENSBURG: CITY OF ELLENSBURG By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: <u>Richard S. Brown</u> <u>Acting City Attorney</u> <u>21630 11th Ave. S., Suite C</u> <u>Des Moines WA 98198-6398</u> (206) <u>870 - 6518</u> (Telephone) (206) <u>870 - 4387</u> (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)

<p>BURLINGTON:</p> <p>CITY OF BURLINGTON</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>CAMAS:</p> <p>CITY OF CAMAS</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p>
<p>DES MOINES:</p> <p>CITY OF DES MOINES</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>ELLENSBURG:</p> <p>CITY OF ELLENSBURG</p> <p>By: </p> <p>Print Name: Ted Barley</p> <p>Its: City Manager</p> <p>Date: February 27, 2007</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>James Pidduck City Attorney 501 N. Anderson St. Ellensburg, WA 98926</p> <p>(509) 962-7259 (Telephone)</p> <p>(509) 962-7143 (Facsimile)</p>

APPROVED AS TO FORM:  Richard S. Brown, Acting City Attorney	APPROVED AS TO FORM: _____
EVERETT: CITY OF EVERETT By: _____ Print Name: _____ Its: _____ Date: _____	FEDERAL WAY: CITY OF FEDERAL WAY By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____

FIRCREST: CITY OF FIRCREST By: _____ Print Name: _____ Its: _____ Date: _____	KENNEWICK: CITY OF KENNEWICK By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____	NOTICES TO BE SENT TO: _____ _____ _____

APPROVED AS TO FORM:	APPROVED AS TO FORM:
EVERETT:	FEDERAL WAY:
CITY OF EVERETT	CITY OF FEDERAL WAY
By: <i>Ray Stephanson</i>	By: _____
Print Name: Ray Stephanson	Print Name: _____
Its: Mayor	Its: _____
Date: <i>3-9-07</i>	Date: _____
<i>Attest: Mayor Markes, City Clerk</i>	
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Elmer E. "Ned" Johnston, Jr. Everett City Attorney 2930 Wetmore Ave. # 10C Everett, WA 98201	_____
(425) 257-7000 (Telephone)	() _____ - _____ (Telephone)
(425) 257-8693 (Facsimile)	() _____ - _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
<i>[Signature]</i> Elmer E. "Ned" Johnston, Jr.	

FIRCREST:	KENNEWICK:
CITY OF FIRCREST	CITY OF KENNEWICK
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____
_____	_____
_____	_____

APPROVED AS TO FORM: 	APPROVED AS TO FORM:
EVERETT: CITY OF EVERETT By: _____ Print Name: _____ Its: _____ Date: _____	FEDERAL WAY: CITY OF FEDERAL WAY By: <u>Patricia A. Richardson</u> Print Name: <u>Patricia A. Richardson</u> Its: <u>City Attorney</u> Date: <u>3/7/07</u>
NOTICES TO BE SENT TO: () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: <u>Amy Jo Pearsall</u> <u>Assistant City Attorney</u> <u>Po Box 9718</u> <u>Federal Way, WA 98003-9718</u> <u>(253) 835-2562</u> (Telephone) <u>(253) 835-2569</u> (Facsimile)
APPROVED AS TO FORM: 	APPROVED AS TO FORM: <u>AmyJoPearsall</u>

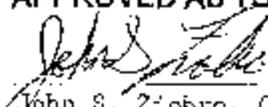
FIRCREST: CITY OF FIRCREST By: _____ Print Name: _____ Its: _____ Date: _____	KENNEWICK: CITY OF KENNEWICK By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: 	NOTICES TO BE SENT TO:

APPROVED AS TO FORM:	APPROVED AS TO FORM:
EVERETT:	FEDERAL WAY:
CITY OF EVERETT	CITY OF FEDERAL WAY
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____
_____	_____
() _____ (Telephone)	() _____ (Telephone)
() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

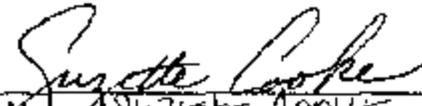
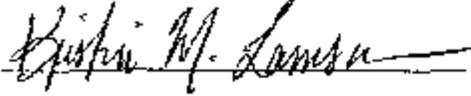
FIRCREST:	KENNEWICK:
CITY OF FIRCREST	CITY OF KENNEWICK
By: 	By: _____
Print Name: Bill Brandon	Print Name: _____
Its: Manager	Its: _____
Date: August 30, 2007	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Bill Brandon	_____
City Manager	_____
City of Fircrest	_____
115 Ramsdell	_____
Fircrest, WA 98466	_____

APPROVED AS TO FORM: 	APPROVED AS TO FORM:
EVERETT: CITY OF EVERETT By: _____ Print Name: _____ Its: _____ Date: _____	FEDERAL WAY: CITY OF FEDERAL WAY By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () - (Telephone) () - (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () - (Telephone) () - (Facsimile)
APPROVED AS TO FORM: 	APPROVED AS TO FORM:

FIRCREST: CITY OF FIRCREST By: _____ Print Name: _____ Its: _____ Date: _____	KENNEWICK: CITY OF KENNEWICK By: <i>Robert R. Hammond</i> Print Name: Robert R. Hammond Its: City Manager Date: February 20, 2007
NOTICES TO BE SENT TO: _____ _____ _____	NOTICES TO BE SENT TO: Peter M. Beaudry, Public Works Dir. PO Box 6108 Kennewick WA 99336-0108 peter.beaudry@ci.kennewick.wa.us

() - (Telephone)	(509) 585 - 4292 (Telephone)
() - (Facsimile)	(509) 585 - 4451 (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:  John S. Zlobro, City Attorney
KENT: CITY OF KENT By: _____ Print Name: _____ Its: _____ Date: _____	LONGVIEW: CITY OF LONGVIEW By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____	NOTICES TO BE SENT TO: _____ _____
() - (Telephone)	() - (Telephone)
() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:

MARYSVILLE: CITY OF MARYSVILLE By: _____ Print Name: _____ Its: _____ Date: _____	MOUNT VERNON: CITY OF MOUNT VERNON By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:

() - (Telephone)	() - (Telephone)
() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
KENT:	LONGVIEW:
CITY OF KENT	CITY OF LONGVIEW
By: 	By: _____
Print Name: SUZANNE COOKE	Print Name: _____
Its: N/A	Its: _____
Date: 3/6/07	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
Kristin Lamson, Asst. City Atty City of Kent Law Department 700 PAVEN AVE. S. Kent, WA 98032	_____
(83) 856 - 5770 (Telephone)	() - (Telephone)
(82) 856 - 6770 (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	_____

MARYSVILLE:	MOUNT VERNON:
CITY OF MARYSVILLE	CITY OF MOUNT VERNON
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____

() _____ (Telephone)	() _____ (Telephone)
() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
KENT: CITY OF KENT By: _____ Print Name: _____ Its: _____ Date: _____	LONGVIEW: CITY OF LONGVIEW By: <i>Robert J. Gregory</i> Print Name: <u>Robert J. Gregory</u> Its: <u>Longview City Manager</u> Date: <u>2-20-07</u>
NOTICES TO BE SENT TO: _____ _____ _____	NOTICES TO BE SENT TO: <u>Marilyn K. Dittberg-Hoan</u> <u>Longview City Attorney</u> <u>P.O. Box 128</u> <u>Longview, WA 98632</u>
() _____ (Telephone)	(360) <u>442-5004</u> (Telephone)
() _____ (Facsimile)	(360) <u>442-5150</u> (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM: <i>Marilyn K. Dittberg-Hoan</i> #1841

MARYSVILLE: CITY OF MARYSVILLE By: _____ Print Name: _____ Its: _____ Date: _____	MOUNT VERNON: CITY OF MOUNT VERNON By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____	NOTICES TO BE SENT TO: _____ _____ _____

() - (Telephone)	() - (Telephone)
() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
KENT:	LONGVIEW:
CITY OF KENT	CITY OF LONGVIEW
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____
_____	_____
_____	_____
() - (Telephone)	() - (Telephone)
() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

MARYSVILLE:	MOUNT VERNON:
CITY OF MARYSVILLE	CITY OF MOUNT VERNON
By: <i>Dennis L. Kendall</i>	By: _____
Print Name: <i>Dennis L. Kendall</i>	Print Name: _____
Its: <i>Mayor</i>	Its: _____
Date: <i>3-15-07</i>	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____

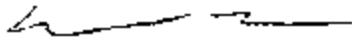
<i>Grant Weed</i> Weed, Grantstru & Benson 21 Ave A SUNDWORTH WA 98290	
(360) 568 - 3119 (Telephone)	() - (Telephone)
(360) 568 - 4437 (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM: <i>Grant Weed</i>	APPROVED AS TO FORM:

NORMANDY PARK: CITY OF NORMANDY PARK By: _____ Print Name: _____ Its: _____ Date: _____	ORTING: CITY OF ORTING By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () - (Telephone) () - (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () - (Telephone) () - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:

PORT ANGELES: CITY OF PORT ANGELES By: _____ Print Name: _____	PULLMAN CITY OF PULLMAN By: _____
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APPROVED AS TO FORM:	APPROVED AS TO FORM:
KENT:	LONGVIEW:
CITY OF KENT	CITY OF LONGVIEW
By:	By:
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____
_____	_____
() _____ (Telephone)	() _____ (Telephone)
() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

MARYSVILLE:	MOUNT VERNON:
CITY OF MARYSVILLE	CITY OF MOUNT VERNON
By:	By: 
Print Name: _____	Print Name: Brad Norris
Its: _____	Its: Mayor
Date: _____	Date: March 14, 2007
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	Ken Rogerson
_____	City Attorney - Mount Vernon
_____	PO Box 809
_____	Mount Vernon, WA 98273

(360) 336-6203 (Telephone)	() - (Telephone)
(360) 336-6247 (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM: 	APPROVED AS TO FORM:

NORMANDY PARK:	ORTING:
CITY OF NORMANDY PARK	CITY OF ORTING
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____
_____	_____
() - (Telephone)	() - (Telephone)
() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

PORT ANGELES:	PULLMAN
CITY OF PORT ANGELES	CITY OF PULLMAN
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

() _____ (Telephone)	() _____ (Telephone)
() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:

NORMANDY PARK:	ORTING:
CITY OF NORMANDY PARK	CITY OF ORTING
By: <i>Douglas Schutze</i>	By: _____
Print Name: <i>Douglas Schutze</i>	Print Name: _____
Its: <i>City Manager</i>	Its: _____
Date: <i>3/2/07</i>	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
<i>Doug Schutze, City Manager</i>	_____
<i>City of Normandy Park</i>	_____
<i>801 S.W. 174th St</i>	_____
<i>Normandy Park, WA 98166</i>	_____
<i>(206) 248 - 7603</i> (Telephone)	() _____ (Telephone)
<i>(206) 439 - 8674</i> (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
<i>William Simpson</i>	_____
<i>City of Normandy Park</i>	_____

PORT ANGELES:	PULLMAN
CITY OF PORT ANGELES	CITY OF PULLMAN
By: _____	By: _____
Print Name: _____	Print Name: _____

() - (Telephone)	() - (Telephone)
() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:

NORMANDY PARK:	ORTING:
CITY OF NORMANDY PARK	CITY OF ORTING
By:	By: Cheryl M. Temple
Print Name:	Print Name: Cheryl M. Temple
Its:	Its: Mayor
Date:	Date: 16 Apr 09
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
	Mark Bethune
	City Administrator
	PO Box 489
	Orting, WA 98360
() - (Telephone)	(360) 893-2219 x15 (Telephone)
() - (Facsimile)	(360) 893-6809 (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:

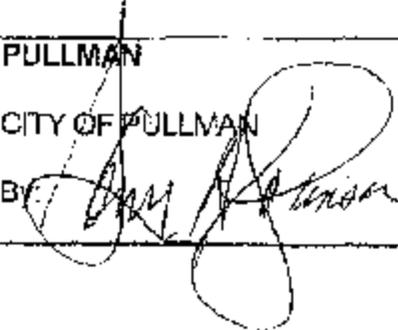
PORT ANGELES:	PULLMAN
CITY OF PORT ANGELES	CITY OF PULLMAN
By:	By:
Print Name:	

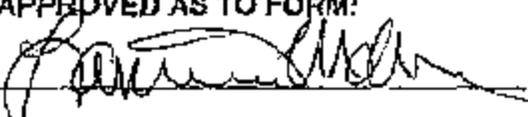
Its: <u>City Manager</u>	Print Name: _____
Date: <u>2/21/07</u>	Its: _____
	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
<u>William Bloor</u>	_____
<u>City Attorney</u>	_____
<u>P.O. Box 1150</u>	_____
<u>Port Angeles, WA 98362</u>	_____
(<u>360</u>) <u>417-4531</u> (Telephone)	() _____ (Telephone)
(<u>360</u>) <u>417-4529</u> (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
<u>[Signature]</u>	_____

PUYALLUP:	RENTON
CITY OF PUYALLUP	CITY OF RENTON
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____
NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
_____	_____
_____	_____
() _____ (Telephone)	() _____ (Telephone)
() _____ (Facsimile)	() _____ (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____

<p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p> <p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p> <p>APPROVED AS TO FORM:</p> <p>_____</p>
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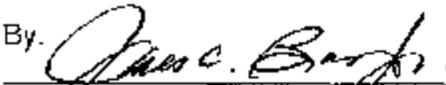
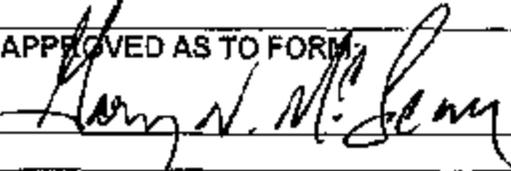
<p>NORMANDY PARK:</p> <p>CITY OF NORMANDY PARK</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p> <p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p> <p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>ORTING:</p> <p>CITY OF ORTING</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p> <p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p> <p>APPROVED AS TO FORM:</p> <p>_____</p>
--	--

<p>PORT ANGELES:</p> <p>CITY OF PORT ANGELES</p> <p>By: _____</p> <p>Print Name: _____</p>	<p>PULLMAN</p> <p>CITY OF PULLMAN</p> <p>By: </p>
---	--

Its: _____ Date: _____	Print Name: <u>Glenn A. Johnson</u> Its: <u>Mayor</u> Date: <u>3.13.07</u>
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: <u>Mark Workman</u> <u>Public Works Director</u> <u>325 SE Paradise</u> <u>Pullman, WA 99163</u> (509) <u>338-2222</u> (Telephone) (509) <u>338-3282</u> (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: 

PUYALLUP: CITY OF PUYALLUP By: _____ Print Name: _____ Its: _____ Date: _____	RENTON CITY OF RENTON By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____

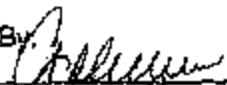
Its: _____ Date: _____	Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____

PUYALLUP: Passed by the Puyallup City Council on March 19, 2007 CITY OF PUYALLUP By:  Print Name: <u>James C. Bacon, Jr.</u> Its: _____ City Manager Date: <u>3-21-07</u>	RENTON CITY OF RENTON By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: <u>Gary N. McLean</u> <u>City Attorney, City of Puyallup</u> <u>330 Third Street S.W.</u> <u>Puyallup, WA 98371</u> (253) 770-3324 (Telephone) (253) 770-3352 (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: 	APPROVED AS TO FORM: _____

Its: _____ Date: _____	Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____	NOTICES TO BE SENT TO: _____ _____
() _____ (Telephone) () _____ (Facsimile)	() _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: _____

PUYALLUP: CITY OF PUYALLUP By: _____ Print Name: _____ Its: _____ Date: _____	RENTON CITY OF RENTON By: <i>Kathy Keolker</i> Print Name: <i>Kathy Keolker</i> Its: Mayor Date: <i>4/2/07</i>
NOTICES TO BE SENT TO: _____ _____	NOTICES TO BE SENT TO: Ron Straka Surface Water Utility Engineering Supervisor
() _____ (Telephone) () _____ (Facsimile)	(425) 430-7248 _____ (Telephone) (425) 430-7241 _____ (Facsimile)
APPROVED AS TO FORM: _____	APPROVED AS TO FORM: <i>Lawrence J. [Signature]</i>

Attest: *Bonnie I. Walton*
Bonnie I. Walton, City Clerk

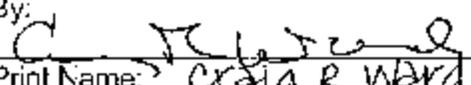
RICHLAND: CITY OF RICHLAND By:  Print Name: <u>Cynthia JOHNSON</u> Its: <u>C. Johnson</u> Date: <u>12/29/07</u>	SAMMAMISH: CITY OF SAMMAMISH By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: <u>Pete Rogalsky</u> <u>Public Works</u> <u>P.O. Box 190</u> <u>Richland WA 99152</u> (SD) <u>942-7558</u> (Telephone) (SD) <u>942-7468</u> (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: 	APPROVED AS TO FORM: _____

SEATAC: CITY OF SEATAC By: _____ Print Name: _____ Its: _____ Date: _____	SUMNER: CITY OF SUMNER By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)

<p>RICHLAND:</p> <p>CITY OF RICHLAND</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>SAMMAMISH:</p> <p>CITY OF SAMMAMISH</p> <p>By: <u><i>[Signature]</i></u></p> <p>Print Name: <u>Ben Jeniec</u></p> <p>Its: <u>City Manager</u></p> <p>Date: <u>September 7, 2007</u></p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p><u>City of Sammamish</u></p> <p><u>801 228th Ave. SE</u></p> <p><u>Sammamish, WA 98075</u></p> <p>_____</p> <p>_____</p> <p>(425) 395 - 0500 (Telephone)</p> <p>(425) 295 - 0600 (Facsimile)</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p>	<p>APPROVED AS TO FORM:</p> <p><u><i>[Signature]</i></u></p>

<p>SEATAC:</p> <p>CITY OF SEATAC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>SUMNER:</p> <p>CITY OF SUMNER</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>() _____ (Telephone)</p> <p>() _____ (Facsimile)</p>

RICHLAND: CITY OF RICHLAND By: _____ Print Name: _____ Its: _____ Date: _____	SAMMAMISH: CITY OF SAMMAMISH By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)
APPROVED AS TO FORM: _____ _____	APPROVED AS TO FORM: _____ _____

SEATAC: CITY OF SEATAC By:  Print Name: <u>Craig R. Ward</u> Its: <u>City Manager</u> Date: <u>2/22/07</u>	SUMNER: CITY OF SUMNER By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: <u>MARK JOHNSON</u> <u>SENIOR ASSISTANT CITY ATTORNEY</u> <u>4600 South 108th STREET</u> <u>SEATAC, WA 98108</u> (206) <u>973 - 4635</u> (Telephone) (206) <u>973 - 4649</u> (Facsimile)	NOTICES TO BE SENT TO: _____ _____ _____ () _____ (Telephone) () _____ (Facsimile)

() - (Facsimile)	() - (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM:

SEATAC: CITY OF SEATAC By: _____ Print Name: _____ Its: _____ Date: _____	SUMNER: CITY OF SUMNER By: <u>David L. Enslow</u> Print Name: <u>David L. Enslow</u> Its: <u>Mayor</u> Date: <u>3/23/07</u>
NOTICES TO BE SENT TO: _____ _____ _____	NOTICES TO BE SENT TO: <u>Pal Bosmans</u> <u>City Attorney</u> <u>1104 Maple Street, Suite 242</u> <u>Sumner, WA 98390</u>
() - (Telephone) () - (Facsimile)	(253) 299 - 5611 (Telephone) (253) 299 - 5508 (Facsimile)
APPROVED AS TO FORM:	APPROVED AS TO FORM: <u>P. Bosmans</u> P. Bosmans, City Attorney

UNIVERSITY PLACE: CITY OF UNIVERSITY PLACE By: _____ Print Name: _____ Its: _____ Date: _____	VANCOUVER: CITY OF VANCOUVER By: _____ Print Name: _____ Its: _____ Date: _____
NOTICES TO BE SENT TO: _____ _____	NOTICES TO BE SENT TO: _____ _____

SEATAC:

CITY OF SEATAC

By: _____
Print Name: _____
Its: _____
Date: _____

NOTICES TO BE SENT TO:

() _____ (Telephone)

APPROVED AS TO FORM:

UNIVERSITY PLACE:

CITY OF UNIVERSITY PLACE

By: _____
Print Name: _____
Its: _____
Date: _____

NOTICES TO BE SENT TO:

() _____ (Telephone)

APPROVED AS TO FORM:

SUMNER:

CITY OF SUMNER

By: _____
Print Name: _____
Its: _____
Date: _____

NOTICES TO BE SENT TO:

() _____ (Telephone)

APPROVED AS TO FORM:

VANCOUVER:

CITY OF VANCOUVER

By: *Betsy Williams for*
Print Name: *Pat McDonnell*
Its: *City Manager*
Date: *March 19, 2007*

NOTICES TO BE SENT TO:

By: *Carrie Lewellen*
Deputy City Clerk
PO Box 9995 Vancouver, WA 98668
(360) 679-1082 (Telephone)

APPROVED AS TO FORM:

Ted H. Gathe
Ted H. Gathe, City Attorney

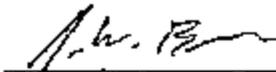
**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WA**



Chris Endresen, Chair



Jan Angel, Commissioner



Josh Brown, Commissioner

ATTEST



OPAL ROBERTSON, CLERK OF THE BOARD



NOTICES TO BE SENT TO:

Lisa Nickel, Deputy Prosecuting Attorney
814 Division ST. MS-35A
Port Orchard, WA 98366

(360)-337-4992 (Telephone)

(360)-337-7083 (Facsimile)

APPROVED AS TO FORM:

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7510

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 for fees and costs associated with legal challenges to the NPDES Phase II permits issues by the State Department of Ecology.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) in substantially the form of the draft Interlocal Agreement available to Council that has been given Clerk's Receiving No. 40665.

Section 2. The City Manager or his designee is hereby authorized to execute an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 for fees and costs associated with legal challenges to the NPDES Phase II permits issues by the State Department of Ecology, a copy of which agreement has been given Clerk's Receiving No. 40642.

ORIGINAL

1702-RES
2/1/2007

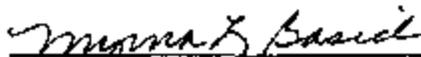
Passed by the City Council this 5th day of February, 2007,
and signed in authentication of its passage this 5th day of February,
2007.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Resolution 7510

page 4

item 11(a)

page 1 of 5

Agenda

City Council Regular Session

MONDAY
February 5, 2007

8:00 – 10:00 p.m.
Council Chambers

Page

1. Call to Order
2. Roll Call, Flag Salute
 - (a) Commending King County Journal Staff Mayor 2-1
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager
 - (a) Management Brief on Network on Aging

PARK Patrick Foran Cathy Von Wald	<u>5-1</u>
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 - (b) Management Brief regarding Clyde Hill water and sewer franchise fee decreases

UTIL Denny Vidmar Nav Ojal	<u>5-3</u>
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City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance.



City of Bellevue

6. Council Business
7. Approval of the Agenda
8. Consent Calendar
 - (a) Minutes of January 8, 2007 Extended Study Session 8a-1
 Minutes of January 16, 2007 Study Session
 Minutes of January 16, 2007 Regular Session
 - (b) Resolution No. 7501 ratifying payment for a claim filed against the City for property damage to the Query residence caused by a wastewater system failure. CAO 8-1
 - (c) Resolution No. 7502 authorizing execution of a Settlement Agreement and Release to implement settlement in the amount of \$119,987.53 to resolve claims related to property damage sustained to the Rice residence caused by a water system failure. CAO 8-5
 - (d) Resolution No. 7503 authorizing execution of an extension of the professional services agreement with ImageSource, Inc., in an amount not to exceed \$136,000 for the City's pilot electronic content management system (CIP Plan No. G-57). CCO 8-9
 - (e) Motion to approve payment of claims for the period December 30, 2006 through February 2, 2007 and payroll for the period December 16, 2006 through January 15, 2007. FIN 8-13
 - (f) Resolution No. 7504 authorizing execution of an agreement with Washington State Department of General Administration for the disposal of City surplus property. FIN 8-15
 - (g) Motion to reject all bids received for Bid No. 0651, Landscape Materials. FIN 8-19
 - (h) Resolution No. 7505 authorizing approval of the fifth amendment to the City of Bellevue Employee's Retirement Benefit Plan (Bellevue MEBT Plan) to HR 8-21

include the new hardship events for 401 (k) Plans and to approve any future hardship events deemed to meet the "safe-harbor" definition by the Internal Revenue Service.

- | | | | |
|-----|--|------|-------------|
| (i) | Resolution No. 7506 authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill. | POL | <u>8-25</u> |
| (j) | Resolution No. 7507 authorizing execution of the first amendment to the Emergency Fire and Medical Communication Services Agreement with the Zone One fire dispatch customers. | POL | <u>8-29</u> |
| (k) | Motion to amend the Street Overlays project title to "Overlay Program" and to amend the project description to include conducting Americans with Disabilities Act (ADA) retrofit work (CIP Plan No. PW-M-1). | TRAN | <u>8-35</u> |
| (l) | Resolution No. 7508 authorizing execution of a professional services agreement for the 2007 AC Watermain Replacement project, with Roth Hill Engineering Partners, LLC, in the amount of \$290,000 for engineering services (CIP Plan No. W-16). | UTIL | <u>8-41</u> |
| (m) | Resolution No. 7509 authorizing execution of an amendment to the Software Maintenance Agreement with Advanced Utility Systems Corporation for the Utility Billing Customer Information System. | UTIL | <u>8-47</u> |
| (n) | Motion to award Bid No. 0704 for 3135 Hunts Point Circle sanitary sewer repair, to Northern Con-Agg, Inc., as low bidder, in the amount of \$264,879.04 to replace existing sewer main (CIP Plan No. S-24). | UTIL | <u>8-51</u> |
| (o) | Motion to award Bid No. 0705, 2006 AC Water Main Replacement, Phase 2, to Bonner Brothers Construction, Inc., as low bidder, in the amount of \$1,905,289.68 to replace aging and undersized water main pipe (CIP Plan No. W-16). | UTIL | <u>8-55</u> |

9. Public Hearings

10. Land Use

- (a) *Ordinance No. 5715 approving the rezone application of the City of Bellevue to rezone nine parcels at the northwest corner of Factoria Boulevard and Southeast 38th Street and at 3724 Factoria Boulevard from General Commercial and Office to Community Business. File No. 06-121724-LQ.

HE 10-1

(Discussed with Council on January 16, 2007.

This is a Process III application, in which the Hearing Examiner provides a written recommendation to Council, which is the decision-making body. Should Council deny the application, their decision would be appealable to Superior Court.

The Hearing Examiner recommends Council approval.)



Other Ordinances, Resolutions and Motions

- (a) Resolution No. 7510 authorizing execution of an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) (that will be substantially in the form of the Interlocal Agreement available to Council) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 to pursue legal challenges.

CAO
Lori Riordan

11-1

12. Unfinished Business

13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

* Quasi-judicial matters are those in which the Councilmembers sit as "judges" to decide issues involving specifically identified property or other rights between individuals or parties. This differs from Council's usual role of acting in a legislative or policy-making capacity.

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 7510 authorizing execution of an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) (that will be substantially in the form of the Interlocal Agreement available to Council) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 to pursue legal challenges.

FISCAL IMPACT:

The Interlocal Agreement provides for the equal sharing of legal fees and costs among the Cities. This action obligates Bellevue to an increase of \$275,000 for outside legal services with Foster Pepper on behalf of the Cities. Under the Interlocal Agreement, the Cities are obligated to pre-pay their share of the fees to Bellevue to be placed in an interest-bearing account set up for the purpose of paying the fees and costs associated with the legal challenges.

Total Contract amount to be expended by Bellevue:	\$275,000
1/21 of the Contract amount: (Bellevue share)	\$13,095
20/21 of Contract amount to be prepaid to Bellevue	\$261,905

This agreement was not originally contemplated in the 2007 budget; however, sufficient funding exists within the Utilities Fund to cover Bellevue's share of the costs.

STAFF CONTACT:

Lori M. Riordan, City Attorney, 452-7220

POLICY CONSIDERATION

Should the City enter into an Interlocal Agreement with Cities to pursue legal challenges to the Phase II NPDES Permit by retaining outside counsel to represent Cities where the cost for the

legal challenge will be reduced because of the equal joint sharing of said fees and costs? Should the City enter a Professional Services Agreement with Foster Pepper who has the needed expertise to represent Cities in the Legal Challenge?

BACKGROUND

The Phase II NPDES Permit is required under provisions of the Federal Clean Water Act and requires Cities in Washington to develop and maintain storm water programs. The Clean Water Act allows states to include additional and more stringent requirements for permits. The Department of Ecology (DOE) has adopted permit conditions, purportedly under the NPDES Permit authority, that will impose costly burdens on private landowners and Cities and may also cause costly legal challenges to Cities as a result of enforcing the permit conditions. The impact of some of the permit conditions is so severe and far-reaching, Cities wish to join together to explore all legal and other avenues available to challenge certain permit conditions including but not limited to filing an appeal with the Pollution Control Hearings Board. The appeal deadline is February 16, 2007, the effective date of the Standard. Cities wish to retain outside counsel to represent them in said Legal Challenges and wish to equally share the fees of costs of Counsel. The Cities have decided that the law firm of Foster Pepper PLLC has the needed expertise to represent the Cities in the legal challenges to the NPDES Phase II permits.

Cities also wish to enter into a Joint Prosecution Agreement for the administration of the legal challenges. Said Joint Prosecution Agreement shall include, but need not be limited to, a confidentiality agreement, establishing a structure for the administration and oversight of the legal challenges that is efficient and effective given the number of Cities who are parties to this Agreement, including oversight of the legal costs incurred by outside counsel and any other subjects necessary or appropriate to the administration of outside counsel and prosecution of the litigation. Through the approval of the Interlocal Agreement, Council is also authorizing the City Manager to execute the Joint Prosecution Agreement. If this Interlocal Agreement is effective prior to finalizing the Joint Prosecution Agreement, Cities authorize the City of Bellevue to be Lead Agency to do all things necessary and/or appropriate to pursue the legal challenges on behalf of Cities including entering into the agreement with Counsel.

EFFECTIVE DATE

If adopted, this Resolution will be effective immediately. The Interlocal Agreement will be effective pursuant to provisions of state law.

OPTIONS

1. Adopt Resolution No. 7510 authorizing execution of an Interlocal Agreement between Cities (that will be substantially in the form of the Interlocal Agreement available to Council) providing for legal challenges to the Phase II NPDES permit including the joint administration of and equal cost sharing for outside counsel and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP to provide legal representation and services to Cities to pursue the legal challenges.
2. Do not adopt Resolution No. 7510, and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7510 authorizing execution of an Interlocal Agreement between Cities (that will be substantially in the form of the Interlocal Agreement available to Council) providing for Legal Challenges to the Phase II NDPES permit including the joint administration of and equal cost sharing for outside counsel and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP to provide legal representation and services to Cities to pursue the legal challenges.

MOTION

Move to adopt Resolution No. 7510 authorizing execution of an Interlocal Agreement between Cities (that will be substantially in the form of the Interlocal Agreement available to Council) providing for Legal Challenges to the Phase II NDPES permit including the joint administration of and equal cost sharing for outside counsel and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP to provide legal representation and services to Cities to pursue the legal challenges.

ATTACHMENTS

Proposed Resolution No. 7510

AVAILABLE IN COUNCIL OFFICE

Interlocal Agreement for Services (Professional Services Contract) substantially in the form to be executed.
Professional Services Agreement

ORIGINAL

CR# 40642 DATE 02-20-07 LCC 08-140 PO# 750112-000
Res 7510

CITY OF BELLEVUE
Contracting Services Group
425-452-7876

**PROFESSIONAL SERVICES
AGREEMENT**

City of Bellevue Contract Identification Information:

Contract Title: Agreement for Legal Services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the **CITY OF BELLEVUE, WASHINGTON ("CITY")** AND Foster Pepper, PLLC
1111 3rd Avenue, Suite 3400, Seattle, WA; Telephone: (206) 447-4400 ("CONTRACTOR").

1. SERVICES BY CONTRACTOR

A. Performance of Services. The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
B. Modification. The City periodically may make changes to the Services that are within the general scope of the Agreement, by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor's compensation hereunder shall be modified accordingly.

2. PAYMENT

A. The City shall pay the Contractor for such services: (Check One)

- Hourly: _____ per hour, plus actual expenses, but not more than a total of _____.
- Fixed Sum: A total amount of: _____.
- Other: Contract not to exceed \$275,000 without prior written authorization
for all services performed, and expenses incurred under this agreement.

B. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

C. All invoices shall be paid by mailing a city warrant within 30 days of receipt of a proper invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.

D. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City's representatives for three (3) years after final payment. Copies shall be made available on request.

E. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

- B. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Bellevue City Code § 4.28.143.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- A. Term. This Agreement shall remain in effect until completion of the services described in Attachment A and final payment therefor unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. Rights Upon Termination. This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. Noninterference with business. During the course of the Contractor's performance of the Services for the City and for a period of twelve (12) months after the completion of such Services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefor.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of the _____ City Attorney _____ Department of the City of Bellevue, or his/her designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks, as set forth in Attachment B. The Contractor will cause the indemnified parties, as described in Section 7, above, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 8. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such loss or damage, the Contractor will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

9. INDEPENDENT CONTRACTOR

A. **Nature of Relationship.** The Contractor shall be and act as an independent contractor (and not as the employee, agent, or representative of the City) in the performance of the Services for the City. The Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the City. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner, the Contractor shall not be required to devote the Contractor's full time to the performance of the Services called for under the Agreement, and it is acknowledged that the Contractor has other clients and/or offers services to the general public. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.

B. **Contractor Responsible for Taxes and Records.** The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Contractor's performance of the Services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Agreement. No part of the Contractor's compensation will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. SUBLETTING OR ASSIGNING CONTRACT

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

11. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set forth in this Agreement.

12. GENERAL PROVISIONS

A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

C. Nonwaiver. Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.

D. No Assignment. Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

E. City Marks. The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

F. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth below.

G. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

H. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of Feb 1, 2007.

CONTRACTOR

By: Kathryn L Gerla
Printed Name: Kathryn L. Gerla
Title: Attorney
Date Signed: 2/19/07
Address: 1111 Third Ave, Suite 3400
City/State/Zip: Seattle, WA 98101-3299

CITY OF BELLEVUE:

By: Brad Miyake
Printed Name: Brad Miyake
Title: Deputy City Manager
Date Signed: _____
Approved as to form: _____
By: [Signature]
Dep. Assistant City Attorney

ATTACHMENT A
SERVICES & COMPENSATION

1. The Services

1.1 General Description

Legal services and representation of Cities relating to NPDES Phase II stormwater discharge permits.

1.2 Term of Contract

Contractor will begin providing services on or about 02/01/2007, or upon contract execution (signature of both parties), whichever is later, and will complete services on 12/31/2009, however, contractor shall not initiate, or otherwise begin work on any services covered by this agreement until notification to proceed is provided by the City's designated personnel, as identified below.

1.3 Renewal of Contract

- City may exercise an option to renew the contract for a period of _____ term(s) of _____ year(s).
- There is no renewal option on this contract.

1.4 Deliverable Items

Contract not to exceed a total of \$275,000 without prior written authorization. Contractor should notify City when fees and cost reach \$250,000. Billing rates will vary between \$200.00 - \$315.00 per hour depending on attorney.

1.5 Designated Personnel

Contractor's main point of contact at the City will be Loi M. Riordan, or such other personnel as City may designate from time to time.

2. Compensation

2.1 Amount and Basis

Contractor will submit an invoice to City for Services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the Services performed; (b) the number of hours expended performing the Services; and (c) any reimbursable expenses. Contractor will furnish such receipts, documents and other supporting materials as City reasonably may request to verify the contents of any invoice.

ATTACHMENT "B"

INSURANCE

Professional Liability

The contractor shall provide proof of professional liability coverage by attaching a certificate of coverage at the time this contract is signed, and shall maintain such insurance at all times that this contract is in effect.

ALAS



ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP

December 20, 2006

Foster Pepper P.L.L.C.
1111 Third Avenue
Suite 3400
Seattle, WA 98101

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Foster Pepper has Professional Liability Coverage under Policy ALA#1209 with an annual limit of \$20,000,000 per claim and \$40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$500,000 each claim up to an aggregate of \$1,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2007 to January 1, 2008.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP**

By: _____

Joseph R. Suster
Assistant Director of Underwriting

Date: _____

12/20/06

311 South Wacker Drive, Suite 5700
Chicago, IL 60606-6629

tel 312-697-6800 fax 312-697-8901 web www.alas.com

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7510

A RESOLUTION authorizing the City Manager or his designee to execute an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 for fees and costs associated with legal challenges to the NPDES Phase II permits issues by the State Department of Ecology.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Camas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) in substantially the form of the draft Interlocal Agreement available to Council that has been given Clerk's Receiving No. 40665.

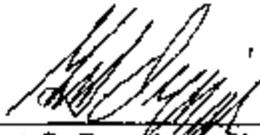
Section 2. The City Manager or his designee is hereby authorized to execute an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 for fees and costs associated with legal challenges to the NPDES Phase II permits issues by the State Department of Ecology, a copy of which agreement has been given Clerk's Receiving No. 40642.

ORIGINAL

1702-RES
2/1/2007

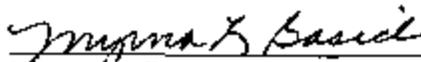
Passed by the City Council this 5th day of February, 2007,
and signed in authentication of its passage this 5th day of February,
2007.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Resolution 7510

page 4

item 11(a)

page 1 of 5

Agenda

City Council Regular Session

MONDAY
February 5, 2007

8:00 – 10:00 p.m.
Council Chambers

	<u>Page</u>
1. Call to Order	
2. Roll Call, Flag Salute	
(a) Commending <i>King County Journal Staff</i>	Mayor <u>2-1</u>
3. Communications: Written and Oral	
<i>Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.</i>	
4. Reports of Community Council, Boards and Commissions	
5. Report of the City Manager	
(a) Management Brief on Network on Aging	PARK <u>5-1</u> Patrick Foran Cathy Von Wald
(b) Management Brief regarding Clyde Hill water and sewer franchise fee decreases	UTIL <u>5-3</u> Denny Vidmar Nav Ota

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance.



City of Bellevue

6. Council Business
7. Approval of the Agenda
8. Consent Calendar
 - (a) Minutes of January 8, 2007 Extended Study Session 8a-1
 Minutes of January 16, 2007 Study Session
 Minutes of January 16, 2007 Regular Session
 - (b) Resolution No. 7501 ratifying payment for a claim filed against the City for property damage to the Query residence caused by a wastewater system failure. CAO 8-1
 - (c) Resolution No. 7502 authorizing execution of a Settlement Agreement and Release to implement settlement in the amount of \$119,987.53 to resolve claims related to property damage sustained to the Rice residence caused by a water system failure. CAO 8-5
 - (d) Resolution No. 7503 authorizing execution of an extension of the professional services agreement with ImageSource, Inc., in an amount not to exceed \$136,000 for the City's pilot electronic content management system (CIP Plan No. G-57). CCO 8-9
 - (e) Motion to approve payment of claims for the period December 30, 2006 through February 2, 2007 and payroll for the period December 16, 2006 through January 15, 2007. FIN 8-13
 - (f) Resolution No. 7504 authorizing execution of an agreement with Washington State Department of General Administration for the disposal of City surplus property. FIN 8-15
 - (g) Motion to reject all bids received for Bid No. 0651, Landscape Materials. FIN 8-19
 - (h) Resolution No. 7505 authorizing approval of the fifth amendment to the City of Bellevue Employee's Retirement Benefit Plan (Bellevue MEBT Plan) to HR 8-21

include the new hardship events for 401 (k) Plans and to approve any future hardship events deemed to meet the "safe-harbor" definition by the Internal Revenue Service.

- | | | | |
|-----|--|------|-------------|
| (i) | Resolution No. 7506 authorizing execution of the first amendment to the Emergency Police Communication Services Agreement with the City of Clyde Hill. | POL | <u>8-25</u> |
| (j) | Resolution No. 7507 authorizing execution of the first amendment to the Emergency Fire and Medical Communication Services Agreement with the Zone One fire dispatch customers. | POL | <u>8-29</u> |
| (k) | Motion to amend the Street Overlays project title to "Overlay Program" and to amend the project description to include conducting Americans with Disabilities Act (ADA) retrofit work (CIP Plan No. PW-M-1). | TRAN | <u>8-35</u> |
| (l) | Resolution No. 7508 authorizing execution of a professional services agreement for the 2007 AC Watermain Replacement project, with Roth Hill Engineering Partners, LLC, in the amount of \$290,000 for engineering services (CIP Plan No. W-16). | UTIL | <u>8-41</u> |
| (m) | Resolution No. 7509 authorizing execution of an amendment to the Software Maintenance Agreement with Advanced Utility Systems Corporation for the Utility Billing Customer Information System. | UTIL | <u>8-47</u> |
| (n) | Motion to award Bid No. 0704 for 3135 Hunts Point Circle sanitary sewer repair, to Northern Con-Agg, Inc., as low bidder, in the amount of \$264,879.04 to replace existing sewer main (CIP Plan No. S-24). | UTIL | <u>8-51</u> |
| (o) | Motion to award Bid No. 0705, 2006 AC Water Main Replacement, Phase 2, to Bonner Brothers Construction, Inc., as low bidder, in the amount of \$1,905,289.68 to replace aging and undersized water main pipe (CIP Plan No. W-16). | UTIL | <u>8-55</u> |

9. Public Hearings

10. Land Use

- (a) *Ordinance No. 5715 approving the rezone application of the City of Bellevue to rezone nine parcels at the northwest corner of Factoria Boulevard and Southeast 38th Street and at 3724 Factoria Boulevard from General Commercial and Office to Community Business. File No. 06-121724-LQ. HE 10-1

(Discussed with Council on January 16, 2007.

This is a Process III application, in which the Hearing Examiner provides a written recommendation to Council, which is the decision-making body. Should Council deny the application, their decision would be appealable to Superior Court.

The Hearing Examiner recommends Council approval.)



Other Ordinances, Resolutions and Motions

- (a) Resolution No. 7510 authorizing execution of an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Carnas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) (that will be substantially in the form of the Interlocal Agreement available to Council) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 to pursue legal challenges. CAO Lori Riordan 11-1

12. Unfinished Business

13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

* Quasi-judicial matters are those in which the Councilmembers sit as "judges" to decide issues involving specifically identified property or other rights between individuals or parties. This differs from Council's usual role of acting in a legislative or policy-making capacity.

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. **7510** authorizing execution of an Interlocal Agreement between Bellevue, Anacortes, Bremerton, Burien, Burlington, Carnas, Clyde Hill, Dupont, Federal Way, Kennewick, Kent, Longview, Marysville, Normandy Park, Pacific, Poulsbo, Puyallup, Renton, Sumner, Tukwila and Vancouver, and any other cities that later join the Interlocal (Cities) (that will be substantially in the form of the Interlocal Agreement available to Council) related to joint administration of and equal cost sharing for legal representation to challenge the Phase II National Pollutant Discharge Elimination System (NPDES) Permit, and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP in a total contract amount not to exceed \$275,000 to pursue legal challenges.

FISCAL IMPACT:

The Interlocal Agreement provides for the equal sharing of legal fees and costs among the Cities. This action obligates Bellevue to an increase of \$275,000 for outside legal services with Foster Pepper on behalf of the Cities. Under the Interlocal Agreement, the Cities are obligated to pre-pay their share of the fees to Bellevue to be placed in an interest-bearing account set up for the purpose of paying the fees and costs associated with the legal challenges.

Total Contract amount to be expended by Bellevue:	\$275,000
1/21 of the Contract amount: (Bellevue share)	\$13,095
20/21 of Contract amount to be prepaid to Bellevue	\$261,905

This agreement was not originally contemplated in the 2007 budget; however, sufficient funding exists within the Utilities Fund to cover Bellevue's share of the costs.

STAFF CONTACT:

Lori M. Riordan, City Attorney, 452-7220

POLICY CONSIDERATION

Should the City enter into an Interlocal Agreement with Cities to pursue legal challenges to the Phase II NPDES Permit by retaining outside counsel to represent Cities where the cost for the

legal challenge will be reduced because of the equal joint sharing of said fees and costs? Should the City enter a Professional Services Agreement with Foster Pepper who has the needed expertise to represent Cities in the Legal Challenge?

BACKGROUND

The Phase II NPDES Permit is required under provisions of the Federal Clean Water Act and requires Cities in Washington to develop and maintain storm water programs. The Clean Water Act allows states to include additional and more stringent requirements for permits. The Department of Ecology (DOE) has adopted permit conditions, purportedly under the NPDES Permit authority, that will impose costly burdens on private landowners and Cities and may also cause costly legal challenges to Cities as a result of enforcing the permit conditions. The impact of some of the permit conditions is so severe and far-reaching, Cities wish to join together to explore all legal and other avenues available to challenge certain permit conditions including but not limited to filing an appeal with the Pollution Control Hearings Board. The appeal deadline is February 16, 2007, the effective date of the Standard. Cities wish to retain outside counsel to represent them in said Legal Challenges and wish to equally share the fees of costs of Counsel. The Cities have decided that the law firm of Foster Pepper PLLC has the needed expertise to represent the Cities in the legal challenges to the NPDES Phase II permits.

Cities also wish to enter into a Joint Prosecution Agreement for the administration of the legal challenges. Said Joint Prosecution Agreement shall include, but need not be limited to, a confidentiality agreement, establishing a structure for the administration and oversight of the legal challenges that is efficient and effective given the number of Cities who are parties to this Agreement, including oversight of the legal costs incurred by outside counsel and any other subjects necessary or appropriate to the administration of outside counsel and prosecution of the litigation. Through the approval of the Interlocal Agreement, Council is also authorizing the City Manager to execute the Joint Prosecution Agreement. If this Interlocal Agreement is effective prior to finalizing the Joint Prosecution Agreement, Cities authorize the City of Bellevue to be Lead Agency to do all things necessary and/or appropriate to pursue the legal challenges on behalf of Cities including entering into the agreement with Counsel.

EFFECTIVE DATE

If adopted, this Resolution will be effective immediately. The Interlocal Agreement will be effective pursuant to provisions of state law.

OPTIONS

1. Adopt Resolution No. 7510 authorizing execution of an Interlocal Agreement between Cities (that will be substantially in the form of the Interlocal Agreement available to Council) providing for legal challenges to the Phase II NPDES permit including the joint administration of and equal cost sharing for outside counsel and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP to provide legal representation and services to Cities to pursue the legal challenges.
2. Do not adopt Resolution No. 7510, and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7510 authorizing execution of an Interlocal Agreement between Cities (that will be substantially in the form of the Interlocal Agreement available to Council) providing for Legal Challenges to the Phase II NDPES permit including the joint administration of and equal cost sharing for outside counsel and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP to provide legal representation and services to Cities to pursue the legal challenges.

MOTION

Move to adopt Resolution No. 7510 authorizing execution of an Interlocal Agreement between Cities (that will be substantially in the form of the Interlocal Agreement available to Council) providing for Legal Challenges to the Phase II NDPES permit including the joint administration of and equal cost sharing for outside counsel and authorizing execution of an Agreement for Professional Services between the City of Bellevue, as lead agency for Cities, and Foster Pepper PLLP to provide legal representation and services to Cities to pursue the legal challenges.

ATTACHMENTS

Proposed Resolution No. 7510

AVAILABLE IN COUNCIL OFFICE

Interlocal Agreement for Services (Professional Services Contract) substantially in the form to be executed.

Professional Services Agreement



CITY OF BELLEVUE
Finance - Contracting Services
425-452-7876

CR# 40642 DATE 02-20-07 Loc 02-144
Res 7510 ^{02/20 P} Moved to
08.140

PO# 750112-000

CONTRACT ROUTING/APPROVAL

CURRENT CONTRACT INFORMATION:

Contract Title: Foster Pepper, PLLC - Agreement for Legal Services
Contract Description: Legal services & representation of Cities relating to NPDES Phase II stormwater discharge permits
Total Aggregate Value: \$275,000.00
(includes orig. + prev. amends + new amend)
New Amendment Value: 0
Budget Impact: Expenditure Contract - Sufficient Funds
Department: City Attorney
Contract Manager 1: Lori M. Riordan **2:**
Contract Manager has the authority to approve invoices for payment on this contract.
Contract Type: Professional Services
Contract Form: Standard COB document with no changes

Additional Comments

Proposals were solicited from three law firms with expertise in this area of law. A coalition of government agencies will be paying for this litigation and they selected this firm to represent us.

Does the contractor meet criteria listed on the data entry screen? If no, independent contractor checklist should be attached.

VENDOR INFORMATION:

Vendor Name: Foster Pepper, PLLC
New Vendor: No
JDE Vendor Number: 93755
Tax ID #: 910606972
COB Bus. License #: 73259
(OS to complete)
UBI # (if known): 601-787-436

CONTRACT TERMS:

Orig. Effective Date: 2/1/2007 **End Date:** 12/31/2009
Subject To: No Renewal

RELATED CONTRACT INFORMATION:

Is this an Amendment/Chng. Ord.? No **Amendment #:** N/A
Amendment Effective Date:
Orig. Clerk's Receiving Number: N/A
Orig. Contract Value:
(w/o amendments)
Total Value of Previous Amends/Chng Ord's:
Other Amendment CR#s:

SELECTION METHOD:

Please provide explanation of process in add'l comments

Process: No Competitive Process
Method: See additional comments by Lori Riordan
Bid / RFP / RFQ / ITQ #: N/A

COUNCIL APPROVAL:

Motion to Award: No **Council Award Date:** 2/5/07
Ordinance #: N/A
Resolution #: 7510 - Attached

Yes ● No

ROUTING & APPROVAL

Authorized Department Signature: Lori M. Riordan
City Attorney

Date: 2/14/07 **Title:** City Attorney

ROUTE: FEB 15 2007 **Out**

CONT SVCS: Contracting Services 2/16/07

ITD: NOT REQUIRED

LEGAL: Not done 2/15/07

INSURANCE REVWD BY: City 2-16 2-16-07

CMO: Reqd: P. Mynick (in) 2/20 2/20

CCO: Changera 02-20 02-20

CONT SVCS:

Return To: Lori M. Riordan
or Sharon (6831)

RECEIVED

FEB 20 2007

form 200.100104

CITY MANAGERS OFFICE

CONTRACT REVIEW CRITERIA

Contract Title **Foster Pepper, PLLC - Agreement for Legal Services** Vendor Name **Foster Pepper, PLLC**

Received

FEB 15 2007

Contracting Services

DEPT (1) CONTRACTING SERVICES

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the Contract Values (i.e.: aggregate values, yearly budget totals, taxable amounts, acct numbers, etc.) accurate?
- d) Is the JDE vendor name & number accurate? **33755**
- e) Does Contractor have a Bellevue Business License? If not, date Tax Office was notified: **#73259**
- f) Do the Contract Start/Enc Dates comply with current policies (maximum 4 years unless exception noted)?
- NO** g) Is this an amendment or renewal? If so, are the original contract #s and values indicated?
- YES** h) Has the Selection Method been explained in Additional Comments? Are results attached? **N/A**
- YES** i) Is there an ordinance resolution motion for this contract? If so, is date and # noted? Is copy attached? **YES**
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- YES** k) Is Attachment "A" (Scope of Work and/or Services) attached?
- YES** l) Is Attachment "B" (Insurance Requirements) attached?
- m) Does the Contractor's Certificate of Insurance meet Attachment "B" requirements?
- NA** n) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance?
- o) Are the policy expiration date(s) on the Certificate of Insurance current?
- YES** p) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment **YES**
- q) Does the Contractor have an open account with the Washington State Dept. of Revenue? **Attached**
- r) Are the Contractor's worker's comp. premiums current? **attached**
- NA** s) Is the Contractor on the Federal Debarred Suspended List?
- t) Does the vendor have an active Professional/Contractor License with the Washington State Dept. of Licensing? **attached**

(2) INFORMATION TECHNOLOGY DEPARTMENT (if applicable):

- a) Do the technology components meet the enterprise technology standards for the City?
- b) Does the purpose of the contract comply with the City's IT strategic plan?
- c) Has ITGC approved the project?
- d) Are the vendors IT City qualified vendors for technology work?

(3) RISK MANAGEMENT:

- a) Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- b) Does the contractor's Certificate of Insurance comply with the requirements?
- c) Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- d) Does the Hold Harmless clause include language referencing Title 51 releases?

(4) CITY ATTORNEY'S OFFICE:

- a) Has the Contractor signed all originals and initialed any proposed changes to standard language?
- b) Are contract terms and conditions consistent throughout entire contract?
- c) Are there any unlawful provisions?

(5) CITY MANAGER'S OFFICE:

- a) Does contract meet overall consistency with City contracting policy, budget, etc.?

Moved to 06.140

Received

FEB 15 2007

Contracting Services

**CONTRACT ROUTING/APPROVAL SUMMARY
ALPHA CON001**

NOTE: This page MUST accompany all contracts being routed for approval. Contracts lacking this page will be considered incomplete and will be returned to the originating department.

JDE BUDGET INFORMATION:

Line No	Description	CIP No. (if)	GL Date	AccountNo	Subtotal	Taxable? (enter)	Total
1	Agreement for Services		02/01/07	42213.541900.3810	\$275,000.00	No	\$275,000.00

FOR CITY CLERK'S OFFICE USE:

Vendor Number 33755

Vendor Name: Foster Pepper, PLLC

Start Date: 2/1/2007 End Date: 12/31/2009

Contract Type: Professional Services Bid / RFP / RFQ / ITQ # N/A

Amendment / Renewal? No Amend #: N Original Contract # N/A

Ordinance # N/A Resolution # N/A Council Bid Award Date N/A

Selection Method: see comments on page 1 - by city attorney

Department: City Attorney Document Value: \$275,000.00

Contract Description: Legal services & representation of Cities relating to NPDES Phase II stormwater discharge permits