

**Interlocal Agreement between City of Everett and Port of Everett  
relating to Engineering Study for  
Everett Area Freight Mobility & Access**

This Agreement is entered into by and between the Port of Everett, a port district organized under the laws of the State of Washington (the "Port") and the City of Everett, a first-class charter city organized under the laws of the State of Washington (the "City"), on this 30<sup>th</sup> day of May, 2008.

**Whereas**, The City and Port jointly recognize that the efficient movement of freight is beneficial to the local economy; and

**Whereas**, the Port has certain facilities along the waterfront area within the City limits of Everett that require freight mobility access; and

**Whereas**, an Everett Area Freight Mobility & Access Study, completed in 1998 was a useful and beneficial tool in improving our area's freight mobility infrastructure; and

**Whereas**, the City of Everett has expressed an interest in updating the Everett Area Freight Mobility & Access Study; and

**Whereas**, the City of Marysville has expressed an interest in collaborating with the City of Everett and Port of Everett in updating the study; and

**Whereas**, both the City of Everett and the Port wish to proceed with a study updating Everett Area Freight Mobility & Access; and

**Whereas**, both the City and the Port are authorized to contract for and obtain benefit from engineering consultant services; and

**Whereas**, the Interlocal Cooperation Act, Chapter 39.34 RCW allows government agencies to cooperate on the basis of mutual benefit and contract with each other to jointly pay for consultant services; and

**Whereas**, the City of Everett is prepared to enter into a contract with a consultant to perform the engineering study and the Port has reviewed and approved the choice of the consultant and the consultant's scope of work; and

**Whereas**, the City and the Port acknowledge the mutual benefit and efficiency of pooling their resources to pay an engineering consultant to perform an engineering study;

**NOW, THEREFORE** the parties agree:

1. **Purpose.** The purpose of this Agreement is to identify the parties' mutual obligations with respect to undertaking the engineering study updating the Everett Area Freight Mobility & Access study within the city limits of the City of Everett and the City of Marysville.
2. **Consultant's Scope of Work.** The consultant's scope of work involves an engineering study analyzing and updating the Everett Area Freight Mobility & Access study. A copy of the consultant's agreement and scope of work are referenced as Attachment A.

3. **Manner of Payment of Costs.** The City and the Port shall each pay forty five percent (45%) of the cost of the consultant's services and the City of Marysville will pay ten percent (10%) of the cost of the consultant's services performing the engineering study which such cost is specified in Attachment A. In the event there are any requested modifications or changes to Attachment A that add to the cost of the consultant's services, such modifications or changes are subject to the mutual agreement of both the City and the Port.
4. **Study Administration.** The City shall administer the consultant contract for the study. No costs from this contract administration by the City shall be billed against the engineering study or reimbursed by the Port. Notwithstanding that the City shall have responsibility for administration of the consultant contract, the Port shall be notified of and allowed to participate in meetings that the City has with the consultant.
5. **Payment.** The City shall promptly forward a copy of every invoice from the consultant contractor related to the engineering study. The Port shall pay to the City forty five (45) percent of the total amount of each such invoice within 15 days after receipt of such invoice.
6. **Product of the Study.** The City shall provide a draft copy of the resulting engineering study to the Port within 15 days of receiving said report from the consultant. The City shall arrange for a meeting between the City, the Port and the consultant to discuss the draft engineering study prior to that study becoming final.
7. **Duration.** This Agreement shall be in effect as of the date of its execution until December 31, 2008, unless sooner terminated as provided herein.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the City or the Port during the term of this Agreement and for three (3) years after its termination.
9. **No Third Party Rights.** Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City or the Port, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
10. **Indemnification.** Each party shall defend and indemnify the other party, its officers, agents, and employees from any and all judgment, claims, actions, suits, liability, loss costs, expenses, including reasonable attorney's fees, and damages of any nature, arising out of that respective party's negligent action in the performance of this Agreement.
11. **Termination.** Subject to the Survival provisions of this Agreement in Section 12, below, each party may terminate this agreement upon thirty (30) days' written notice to the other party.
12. **Survival.** The obligation to make payment in Section 5, to provide the product of the study in Section 6 and to allow for audit and inspections in Section 8 shall survive the termination of this Agreement.

13. Notices. All notices pursuant to this Agreement shall be given in writing and delivered by U.S. mail or delivered in person to the following:

**Port of Everett**

Attn: Graham Anderson.  
Senior Planner  
Port of Everett  
P.O. Box 538  
Everett, WA 98206

**City of Everett**

Attn: Ryan L. Sass, P.E.  
City Engineer  
Engineering & Public Services  
3200 Cedar Street  
Everett, WA 98201-4516

14. Entire Agreement. This Agreement, together with any attachments or exhibits, represents the entire and integrated agreement between the City and the Port.
15. Amendment/Modification. This Agreement may be amended or modified only by a written instrument signed by both parties.
16. Statutory Provisions.

A. Recording. Upon execution, a fully executed original of this Agreement to be filed with the Snohomish County Auditor or, alternatively, listed on the respective web sites of the Port and the City, pursuant to RCW 39.34.040.

B. No Legal or Administrative Entity. There shall be no separate legal or administrative entity created by this Agreement.

C. No Financing or Separate Budget. The Port and the City shall each, respectively pay the consulting costs as specified in Section 3 above. There shall be no interlocal financing or separate budget for this joint undertaking.

D. No Acquisition of Property. This Agreement does not provide for the acquisition of property so there are no required property disposition provisions.

WHEREFORE, the Port of Everett and the City of Everett have executed this Agreement on the dates set forth below.

**CITY OF EVERETT**

Ray Stephanson  
By: Ray Stephanson, Mayor  
Dated: 5-30-08

Attest:

Sharon Marks  
Sharon Marks, City Clerk

**PORT OF EVERETT**

John M. Mohr  
By: John M. Mohr, Executive Director  
Dated: May 5, 2008

Approved As To Form:

[Signature]  
Port Attorney

Approved as to Form:

Elmer E. "Ned" Johnston  
Elmer E. "Ned" Johnston, City Attorney  
for Everett City Attorney's office

Everett Freight Mobility & Access Study Update  
Engineering & Public Services

**Everett Area Freight Mobility & Access Study Update - Scope of Work**

**Introduction**

The Everett Freight Mobility and Access Study was a joint study by the City of Everett and the Port of Everett to identify the future transportation needs for rail and road freight and then to identify and evaluate the benefits of specific freight mobility improvement projects. The study was completed in 1998 and was used for evaluating projects under the region-wide criteria developed by the Freight Mobility Advisory Committee (FMAC) and subsequently for funding applications under the Freight Mobility Strategic Investment Board (FMSIB)

The Everett Freight Mobility and Access Study needs to be updated. The transportation needs for freight movements in the Everett area have changed significantly in the past decade and most of the projects recommended in the 1998 report have been completed or are under construction.

The following tasks are proposed to prepare the *Everett Freight Mobility and Access Study Update*.

**Task 000 – Project Management**

**010 – Kick-off Meeting –**

The consultant will organize a kick-off meeting with the City and Port to review the project schedule, identify data sources, and identify potential stakeholders.

**020 – Client Meetings –**

The consultant will facilitate three (3) progress meetings with the City and Port to review the project findings

**020 – Monthly Reports / Invoices –**

The consultant will prepare and submit monthly progress reports and invoices.

**Task 100 – Data Collection and Document Review**

**110 – Collect data and review reports from City of Everett**

The consultant will collect and review relevant data and reports from the City of Everett, including but not limited to:

- Everett Freight Mobility & Access Plan (1997-1998)
- City of Everett Transportation Element of the Comprehensive Plan
- City of Everett Six Year Transportation Improvement Plan
- City of Everett GIS and aerial photo data
- City of Everett's Downtown Plan
- City of Everett Shoreline Public Access Plan
- Port Gardner Wharf (North Marina Redevelopment EIS)
- Preliminary Development Plans for Jeld-Wen Property (City Comp Plan and Zoning Action in 2007)
- Relevant Development proposals pending
- City FMSIB Grant Applications

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**120 – Collect data and review reports from Port of Everett**

The consultant will collect and review relevant data and reports from the Port of Everett, including but not limited to:

- Port of Everett Comprehensive Scheme of Harbor Improvements (1995)
- Draft Port Marine Terminals Master Plan
- Port of Everett 5-year Capital Improvement Program 2007-2011 (the 2008-2012 CIP to be adopted prior to the end of November)
- other relevant documents (Port Baywood Property); Port Riverside Business Park Supplemental EIS

**130 – Collect data and review reports from other sources**

The consultant will collect and review relevant data and reports from other sources, including but not limited to:

- City of Marysville HDR I-5 / 4<sup>th</sup> Street Interchange Improvement Study

**140 – Stakeholder Interviews**

The consultant will conduct up ten (10) interviews with freight stakeholders, including manufacturers, shippers, the BNSF, WSDOT, and trucking companies, to obtain data to estimate future freight movements.

**Task 200 – Evaluate Road Freight Corridors & Access**

The consultant will prepare analyses for each identified truck corridors and provide evaluations including:

- Preliminary design and construction cost estimates
- Evaluate Right of Way requirements and constructability
- Determine freight mobility and access benefits, in terms of truck and freight (tonnage) travel time savings, safety improvements, and general environmental impacts

The following road corridors will be analyzed:

**210 – Evaluate Smith Island Access Alternatives**

- I-5 / SR529 Interchange including:
  - upgrade from half to full interchange
  - improving Marysville access/entry via State Street
- I-5 / 12<sup>th</sup> Street Interchange

**220 – Evaluate West Marine View Drive to Rucker (new SR 529 Corridor)**

- Phase 1
  - WMVD & Pacific intersection improvements
  - Pacific & Rucker intersection improvements
  - Rucker & 41<sup>st</sup> intersection improvements
- Phase 2
  - WMVD to Rucker realignment
  - Reclassification of Everett Avenue

**230 – Evaluate I-5 / EMVD Interchange Completion**

- Upgrade SB I-5 to EMVD and EMVD to NB I-5 from half to full interchange
- Upgrade EMVD / SR 529 Interchange including clearance under SR 529

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**240 - Evaluate SR 526 Freeway Extension Concept**

- Phase 1 – two road extension from I-5 to SR-2
- Phase 2 – four lane freeway I-5 to SR-2

**Task 300 – Evaluate Rail Freight Corridors and Access**

The consultant will prepare analyses for each identified rail freight corridor and provide evaluations including:

- Preliminary design and construction cost estimates
- Evaluate Right of Way requirements and constructability
- Determine freight mobility and access benefits, in terms of travel time savings at rail crossings, safety improvements, and general environmental impacts

The following rail freight corridors will be analyzed:

**310 - Lenora Street Overcrossing**

**320 – East Everett Avenue Overcrossing**

**330 – East Pacific Avenue Overcrossing**

**340 - Additional rail spur to Port Marine Terminal Facilities**

**350 - Mt. Baker Terminal rail service**

**Task 400 - Reports and Presentations**

**410 - Develop Freight Mobility Project List**

The consultant will prepare a priority list of freight mobility projects by:

- Review evaluations of truck and rail projects
- Prepare evaluation of potential funding sources
- Conduct workshop with City and Port to prioritize projects

**420 - Prepare Draft Summary Report**

The consultant will prepare a draft report of the *Everett Freight Mobility and Access Update* including:

- Review status of the 1998 study projects
- Describe new challenges and opportunities
- Update the Road Freight Evaluations and Project List
- Update the Rail Freight Evaluations and Project List
- Summarize project lists and potential funding
- Recommended Action Plan and project list
- Update FGTS designations on freight corridors

**430 - Prepare Project Fact Sheets**

The consultant will prepare color fact sheets in 11" x 17" format suitable for attachments for funding applications including:

- Project concept plan
- Probable project lead agency
- Freight mobility and other benefits
- Estimated project costs
- Preliminary environmental issue list

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**420 – Submit and Present Final Summary Report**

The consultant will prepare a final report of the *Everett Freight Mobility and Access Study Update* based on comments from the clients. The consultant will prepare a Powerpoint

Presentation for:

- City and Port staff review (up to 2 meetings)
- City Council and Port Commission (up to 2 meetings)
- Other Agencies, such as WSDOT, FMSIB, City of Marysville (up to 2 meetings)

**Study Schedule**

The Everett Freight Mobility and Access Study Update will be completed within six (6) months of a notice-to-proceed.

## Consultant Fee Determination - Summary Sheet

**Project:** Everett Freight Mobility & Access Study Update  
**Client:** City of Everett / Port of Everett

HOURLY COST						
Classification	Hours		Rate	=	Cost	
Principal/Sr. Associate	142	x	\$170.00	=	\$24,140	
Associate	42	x	\$165.00	=	\$6,930	
Lead Engineer/Manager	84	x	\$130.00	=	\$10,920	
Engineer I	332	x	\$75.00	=	\$24,900	
Lead Planner/Manager	182	x	\$130.00	=	\$23,660	
Planner I	224	x	\$70.00	=	\$15,680	
Lead Designer/Technician	96	x	\$100.00	=	\$9,600	
Accountant	14	x	\$75.00	=	\$1,050	
TOTAL HOURLY COST					=	\$116,880

REIMBURSABLES:		
Data & reports		\$200
Mileage		\$200
CADD		\$3,000
Misc.		\$100
Traffic counts		\$2,500
TOTAL REIMBURSABLE COST =		\$6,000

SUB-CONSULTANTS:		
Rail Consultant		\$20,000
TOTAL SUBCONSULTANTS COST =		\$20,000
<b>GRAND TOTAL:</b>		<b>= \$142,880</b>

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Michael Stringam

Date: *May 5, 2008*