

Project title: Authorize the Mayor to sign Amendment No 2 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LLP

Council Bill # *interoffice use*

Agenda dates requested:

May 5, 2021

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes No

Attachments:

Amendment #2

Department(s) involved:

Procurement & Parks

Contact person:

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Initialed by:

sh

Department head

Administration

Council President

Project: Amendment No 2 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LLP

Partner/Supplier : Argosy LLP

Location: *If relevant*

Preceding action: Council Award of Request for Proposal #2018-009 on November 14, 2018
Council approved Contract Amendment #1 on June 10, 2020

Fund:

101 5403000000410 – Jetty Island Professional Services

Fiscal summary statement:

The City of Everett is being reimbursed for the entire cost of Jetty Island Ferry Service in 2021 from the Port of Everett. The Port is working in partnership with Snohomish County to create an online reservation portal that will allow visitors to reserve a specific ferry time for just \$3 per person. All fees will be retained by the Port of Everett as a partial repayment for the cost of ferry service in 2021.

Project summary statement:

On November 18, 2018, Council authorized a ten-year contract with Argosy LLP for ferry service to and from Jetty Island during the summer as part of the Parks and Community Services Jetty Island Days program.

Contract Amendment #1 canceled the Jetty Island Days program, including the ferry service, for the 2020 season in response to social distancing requirements from COVID-19.

Contract Amendment #2 amends the contract to provide five days of service for the 2021 season and adds a cost-of-living increase which was requested but not included in the original contract.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No 2 to Contract #2018-009 for Jetty Island Ferry Service to Argosy LLP

AMENDMENT NO. 2
CONTRACT #2018-009 – JETTY ISLAND FERRY SERVICE
BETWEEN THE CITY OF EVERETT
AND ARGOSY LP

This Amendment No. 2 is dated for reference purposes April 19, 2021. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and Argosy LP (“Service Provider”).

RECITALS

A. The City and Service Provider are parties to an Agreement for the provision of Ferry Service to Jetty Island dated as of May 14, 2019, as amended (the “Agreement”).

B. Under the Agreement, the Scope of Work is Section 2.01 to 2.21 of the RFP. The City and the Service Provider desire to amend the Agreement for the purpose of modifying the Scope of Work in Section 2.04 of the RFP for the 2021 season and adding a price increase provision.

AGREEMENT

The City and Service Provider agree as follows:

1. The portion of the Scope of Work contained in RFP #2018-009, Section 2.04 is modified for the 2021 season to read as follows:
 - 1) Jetty Island Passenger Service – Passenger Ferry Service to and from the Island, five days per week starting at 11:00 am to 6:45 pm on Wednesday, Thursday, and Sunday. Friday and Saturday service will be offered from 10:00 am to 7:45 pm. Service will be provided on July 5th and September 6th from 10:00 am to 7:45 pm.
 - 2) July 4th Cruise - This is a one-time scheduled event lasting three (3) hours that takes place on the Fourth of July. The tour provides visitors a close-up experience of the fireworks displays from the west side of Jetty Island. Exhibit C shows the typical route.
 - 3) Port of Everett Harbor Tour – Five (5) Port of Everett Harbor Cruises lasting 1-1/2 hours each. Cruises start at the departure dock used for Jetty Island and continue up to the mouth of the Snohomish River and back down to the Port of Everett shipyards then returning to the Jetty Island departure dock. These cruises will be scheduled on during normal operating hours. Tour dates and times will be set at the beginning of each season.
 - 4) Sunset Harbor Cruise – Nine (9) cruises lasting 1 hour each. Cruises start at the departure dock used for Jetty Island and continue up to the mouth of the Snohomish River and back down to the Port of Everett shipyards returning to the Jetty Island departure dock. Announcing services may be provided by others.

The modifications in 1) through 4) above do not apply to years 2022 and after.

2. Section 3 of the Agreement is modified to read as follows:

The City shall pay Contractor only for completed Services. The compensation in this Section is complete compensation for the Services (including without limitation labor, materials, vessel costs, and fuel).

Compensation under this Contract for each Contract year is determined as follows:

2019	\$109,000
2020	\$0 (cancelled due to COVID-19, as set forth in Amendment No. 1)
2021	\$99,300 (This amount includes base compensation of \$99,000, which has been adjusted for CPI-U, plus an additional \$300.00 for additional COVID-19 PPE requirements.)
2022	\$109,000 which will be adjusted based on CPI using CPI-U, December 2018 data from https://data.bls.gov/timeseries/CUURS49DSA0 . The purpose of using 2018 data is to “catch up” CPI increases, so that compensation in 2022 is same as it would have been if CPI increases had occurred in 2020 and 2021 based on the \$109,000 initial 2019 compensation.
2023 and after	Previous year’s compensation adjusted based CPI change from previous year to current year

All CPI adjustments are based on the Consumer Price Index – Seattle-Tacoma-Bellevue – CPI-U, Series Id: CUURS49DSA0 - not seasonally adjusted.

The CPI adjustments for 2022 and after shown in the table above will only occur if requested by the Service Provider. Such request must be submitted in writing 90 days prior to the effective date of the price revision and submitted to the Procurement Professional in the City Procurement division.

3. If a governmental order restricts vessel passenger capacity to 49% or less of full capacity during 2021, then the City may by written notice to Service Provider terminate or suspend the 2021 season, in which case Service Provider will be compensated a pro-rated amount of the 2021 compensation based on Services actually rendered in 2021 prior to the termination or suspension date. This right to terminate or suspend the 2021 season is addition to and does not affect the City’s termination right in the General Conditions.

4. Section 12, Force Majeure of the Agreement is added to read as follows:

Force Majeure. Whenever a party's performance of any obligation under this Agreement is prevented by an occurrence of an event beyond the reasonable control of a party that cannot be prevented or remedied with the exercise of reasonable diligence, including an act of nature; pandemic, war or war-like operation; civil commotion; riot; terrorist acts, labor dispute including a strike, lock-out, or walkout; sabotage; initiative or governmental regulation or control, then performance of such affected obligation shall be suspended but only for so long as such occurrence remains beyond the reasonable control of such party or cannot be prevented or remedied by such party. This Section shall not apply to payment obligations, but in no event will a party be required to pay for suspended Services not rendered. In the event of a labor dispute, the party directly involved in the same shall make a good faith effort to ensure, through available legal means, that such person's obligations under this Agreement during the period of such dispute are not prevented or unreasonably delayed, but nothing herein shall require such party to waive or otherwise reduce its claims in such dispute.

5. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since May 14, 2019.
6. At the sole discretion of the City, the City may consent to the Service Provider's signature on this Amendment being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Amendment by the Mayor of the City. This Amendment may be signed in counterparts.
7. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

By: _____
Cassie Franklin, Mayor

Date

Argosy LP

Signature: Kevin J. Clark
Typed/Printed Name: KEVIN J. CLARK
Title: ACTING GENERAL PARTNER

4/20/2021

Date

ATTEST:

Sharon Fuller, City Clerk

Date: _____

STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY