

Next Ord: 1814-14
Next Res: 909-14

VISION STATEMENT

SEDRO-WOOLLEY IS A FRIENDLY CITY THAT IS CHARACTERIZED BY CITY GOVERNMENT AND CITIZENS WORKING TOGETHER TO ACHIEVE A PROSPEROUS, VIBRANT AND SAFE COMMUNITY

MISSION STATEMENT

TO PROVIDE SERVICES AND OPPORTUNITIES WHICH CREATE A COMMUNITY WHERE PEOPLE CHOOSE TO LIVE, WORK AND PLAY

CITY COUNCIL AGENDA

December 23, 2014

4:00 PM

Sedro-Woolley Municipal Building

Lobby

325 Metcalf Street

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Consent Calendar 1-94

NOTE: Agenda items on the Consent Calendar are considered routine in nature and may be adopted by the council by a single motion, unless any Councilmember wishes an item to be removed. The Council on the regular agenda will consider any item so removed after the Consent Calendar.

- a. Approval of Agenda
- b. Minutes from Previous Meeting
- c. Finance
 - Claim Checks #180587 to #180695 plus EFT's in the amount of \$408,061.77
 - Payroll Checks #58397 to #58409 plus EFT's in the amount of \$197,282.69
- d. Interlocal Agreement with Skagit County for 2014 disposable EMS supplies reimbursement
- e. Interlocal Joint Purchasing Agreement with Snohomish County Fire Protection Dist. No. 24
- f. Professional Service Agreements No. 2015-PS-08, 09, 10, 11, 12 and 13 for Miscellaneous On-Call Professional Services
- g. Possible Contract Award – New Frontload Refuse Truck – Western Peterbilt Inc.
- h. Ordinance 1813-14 – 2014 Budget Amendment #4

- 4. Public Comment.....95

PUBLIC HEARING

UNFINISHED BUSINESS

NEW BUSINESS

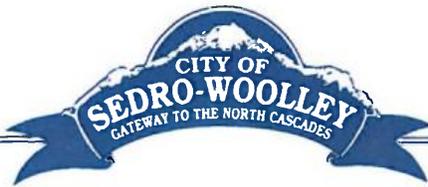
COMMITTEE REPORTS AND REPORTS FROM OFFICERS

EXECUTIVE SESSION

There may be an Executive Session immediately preceding, during or following the meeting.

DEC 23 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 1-3



DATE: December 23, 2014
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: 1) CALL TO ORDER; 2) PLEDGE OF ALLEGIANCE; 3) CONSENT
CALENDAR

1. CALL TO ORDER - The Mayor will call the December 23, 2014 Regular Meeting to Order. The Finance Director will note those in attendance and those absent.

___ Ward 1 Councilmember Kevin Loy
___ Ward 2 Councilmember Germaine Kornegay
___ Ward 3 Councilmember Brenda Kinzer
___ Ward 4 Councilmember Keith Wagoner
___ Ward 5 Councilmember Hugh Galbraith
___ Ward 6 Councilmember Rick Lemley
___ At-Large Councilmember Brett Sandström

2. PLEDGE OF ALLEGIANCE - The Mayor will lead the City Council and citizens in the Pledge of Allegiance to the United States of America.
3. CONSENT CALENDAR - Mayor will ask for Council approval of Consent Calendar items.

DEC 23 2014

CITY OF SEDRO-WOOLLEY

Regular Meeting of the City Council
December 10, 2014 – 7:00 P.M. – Council Chambers

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 36

ROLL CALL: Present: Mayor Mike Anderson Councilmembers: Kevin Loy, Germaine Kornegay, Brenda Kinzer, Keith Wagoner, Hugh Galbraith, Rick Lemley and Brett Sandström. Staff: Recorder Brue, Finance Director Nelson, City Supervisor/Attorney Berg, Public Works Director Freiburger, Planning Director Coleman, Fire Chief Klinger and Police Chief Tucker.

The meeting was called to order at 7:00 P.M. by Mayor Anderson.

Pledge of Allegiance

Consent Calendar

- Approval of Agenda
- Minutes from Previous Meeting (Including December 3, 2014 Worksession)
- Finance
 - Claim Checks #180512 – 180586 in the amount of \$149,151.60
 - Payroll Checks #58377 to #58396 Plus EFT's in the amount of \$259,269.60
- Professional Services Agreements No. 2015-PS-01, 02, 03, 04, 05, 06 and 07 for Miscellaneous On-Call Professional Services
- Interlocal Agreement regarding Transportation Benefit District Operations between the City of Sedro-Woolley and the Sedro-Woolley Transportation Benefit District
- Ordinance 1810-14 – Creating New Funds for the City of Sedro-Woolley, Deleting Superfluous Funds and Repealing SEMC 6.08.440 Relating to a Non-Existent Fund
- Resolution 906-14 – Declaring Certain Property as Surplus and Authorizing its Disposition

Councilmember Galbraith moved to approve the consent calendar A through G. Seconded by Councilmember Wagoner. Motion carried (7-0).

SWHS Cubs Football Team !!!!! (Resolution 908-14 Honoring 2014 Team)

Mayor Anderson addressed the members of the Sedro-Woolley High School Football team and audience members. He stated he is honored to be the Mayor when they won the State Football Championship. He thanked the team, coaches and parents, noting the hard work it has taken to get to the championship. Mayor Anderson spoke of the 1983 championship game coming up short and the flawless play by this year's team. He thanked Coach Ward and his team of coaches for setting the tone of the game and the magical year.

Mayor Anderson presented the key to the City to Coach Ward for his outstanding coaching. Coach Ward received a round of applause and a standing ovation.

Coach Ward addressed the Council and audience speaking of the hard work and dedication of the players, parents and coaching staff. He spoke of the energy level of the game and being part of something special and stated he is already looking forward to next year.

Mayor Anderson read Resolution No. 908-14 A Resolution Congratulating the Sedro-Woolley Football Team for its Decisive Victory in the Washington State Championship and Declaring Saturday, December 13, 2014 Sedro-Woolley Cub's Day in Honor of the Football Team.

Councilmember Wagoner moved to approve Resolution 908-14. Seconded by Councilmember Galbraith.

Congratulatory comments and words of wisdom were made by Councilmembers Loy, Wagoner and audience member George Wolner.

Motion carried (7-0).

Presentation by Skagit County Coalition Against Trafficking

Representatives of the Skagit County Coalition Against Trafficking requested to reschedule their presentation due to technical difficulties. They informed the Council of an upcoming program on January 26, 27 and 28th hosted by the Anacortes Police Department and addressed upcoming rallies on January 11, 2015 for National Stop Human Trafficking Day.

Presentation by Skagit County Community Action with Bill Henkel

Bill Henkel, Executive Director of Skagit County Community Action congratulated the Cubs on their State Championship. He then thanked the City of Sedro-Woolley for their financial support and the partnership with the City. He spoke of former Councilmember Ted Meamber and his focus on veterans. Henkel spoke on the agency, their mission, accomplishments and presented numerous statistics of those helped by Community Action. His presentation was supplemented with a moving power point presentation and answered questions from the Council.

Public Comment

No comment received.

PUBLIC HEARING

Pedestrian Interference Ordinance

City Supervisor/Attorney Berg introduced the second read of the Pedestrian Interference Ordinance noting the only change was the addition of Metcalf Street to the ordinance. He

referred to information provided by the Fire Department on accidents at critical intersections.

Council discussion ensued regarding specific locations within the ordinance.

Mayor Anderson opened the public hearing at 7:42 P.M.

No comments received.

Mayor Anderson closed the public hearing at 7:42 P.M.

Police Chief Tucker spoke on the ordinance giving them the ability to affect the problem when it's happening and as an education tool.

Public Works Director Freiburger reviewed traffic volumes on Cook Road, SR20, SR9, State Street, Ferry Street and SR9 North.

Councilmember Galbraith moved to approve Ordinance 1811-14 An Ordinance of the City of Sedro-Woolley, Skagit County, Washington, Adopting a New Chapter to the Sedro-Woolley Municipal Code Regulating Pedestrian Conduct in Certain Locations Posing Traffic Flows and Safety Risks. Seconded by Councilmember Wagoner. Motion carried (7-0).

Wen Wagoner – 410 Talcott St., addressed the recent demonstration at the High School and questioned if this ordinance would prevent that type of activity around the school and residential areas.

Some discussion ensued regarding free speech.

UNFINISHED BUSINESS

NEW BUSINESS

2015 Salary Ordinance

City Supervisor/Attorney Berg pointed out the late materials information on the 2015 Salary Ordinance, changing the Fire Chief and the Planning Directors salary. The Fire Chief increase is to bring in line with the Police Chief and the Planning Director increase is a result in completing his certification as a building inspector, which will save the City in consultant fees for inspections.

Councilmember Wagoner moved to approve Ordinance No. 1812-14 An Ordinance Establishing the Salaries and Wages for Elected Officials, Union/Guild and Non-Represented Employees of the City of Sedro-Woolley for the Fiscal Year Beginning January 1, 2015. Seconded by Councilmember Kornegay. Motion carried (7-0).

City Prosecutor Contract

City Supervisor/Attorney Berg noted that the current prosecutor will not be returning for the next year. An RFP has been published with three responses received. He noted the committee has not had a chance to meet to bring forward a recommendation. Berg requested authorization to enter into a contract for 2015 of the Mayor's choice.

Councilmember Wagoner moved to authorize the selection and execution of the prosecutor contract for 2015. Seconded by Councilmember Lemley. Motion carried (7-0).

COMMITTEE REPORTS AND REPORTS FROM OFFICERS

Minor Contracts Approved Under SWMC 2.104.060

Fire Chief Klinger – reported on communication with Fire District 6. He noted they have been in contract talks with the City of Burlington and their contract will run out on December 31, 2014. Fire District 6 is requesting us to assist them with protection on structure fires and motor vehicle accidents.

An in-depth discussion followed regarding being transitional in nature, no interest in getting involved in the issues between the two departments, compensation, coverage area, mutual aid and automatic aid responses and being a temporary transition position only.

Planning Director Coleman – reported on notice from County staff on the 2013/2014 UGA docket items. The County is recommending subtraction of several items from the 2014 docket. Coleman reviewed the city request of a land swap for the UGA. The county is insisting the city complete a buildable lands analysis. There is a Commissioners hearing on Monday and Coleman plans to attend to plead for public hearing process. The goal of the city is to grow north and out of flood areas.

Possible Contract Award – Wastewater Replacement Thickener Pump – Correct Equipment Inc.

Public Works Director Freiburger reviewed a late request item for approval of a purchase order for a wastewater replacement thickener Pump. He noted the bid process has been followed with Correct Equipment Inc. being the low quote.

Councilmember Sandström moved to award and authorize the Public Works Director to sign and issue a purchase order in the amount of \$14,453.45, including freight and sales tax, to Correct Equipment, Inc. of Redmond, WA for one (1) Volgelsang VX136 Sludge Thickener Pump Assembly. Seconded by Councilmember Lemley. Motion carried (7-0).

Public Works Director Freiburger updated Council on the design consultant selection for the Jameson Street project.

City Supervisor/Attorney Berg reported on a joint County Commissioner, Port and City Council meeting for December 19th. The meeting would be to discuss the future of the partnership on the adaptive reuse study. Berg polled Councilmembers able to attend. The meeting would be publicized as a special meeting with a limited purpose.

He also reported on the upcoming AWC Legislative meeting to be held February 18 & 19, 2015. He polled Councilmembers interested in attending.

City Supervisor/Attorney Berg presented a late materials item, an interlocal agreement with Skagit Valley Hospital for a 75% tax refund towards health (Fire/EMT). Councilmember Wagoner moved to approve the Interlocal Agreement for Provision of Community Healthcare Services between Skagit County Public Hospital District No. 1 and the City of Sedro-Woolley. Councilmember Kinzer seconded.

Councilmember Wagoner noted that Gregg Davidson and the staff were very welcoming when he went to their meeting to speak on the impact of the original refund to the City.

Motion carried (7-0).

City Supervisor/Attorney Berg reminded Council of the upcoming Employee Recognition Lunch to be held at the Community Center on December 24th at noon. He also reminded Council the next meeting will be held on Tuesday, December 23rd at 4:00 P.M. in the lobby.

Councilmember Kornegay – reported on the nice send off for the Cubs to the State Championship game as well as a great game.

Councilmember Kinzer – commended the OWP worker who was working along Walley Street in the wind storm. She stated he was persistent and did a great job and deserves a pat on the back for his hard work.

Councilmember Wagoner – had a report of aggressive panhandling on Metcalf Street and questioned what can be done.

Councilmember Sandström – congratulated Planning Director Coleman for completing his certification. He also commended Nathan Salseina for all his work as well.

The meeting was adjourned at 8:00 P.M. and was immediately followed by the Transportation Benefit District meeting.

DEC 23 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3C



DATE: December 23, 2014
TO: Mayor Anderson and City Council
FROM: Patsy Nelson, Finance Director
SUBJECT: FINANCE - CLAIMS

Attached you will find the Claim Checks register proposed for payment for the period ending December 23, 2014.

Motion to approve Claim Checks #180587 to #180695 plus EFT's in the amount of \$408,061.77.

Motion to approve Payroll Checks #58397 to #58409 plus EFT's in the amount of \$197,282.69.

If you have any comments, questions or concerns, please contact me for information during the working day at 855-1661. This will allow me to look up the invoices that are stored in our office.

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/23/2014 To: 12/23/2014

Time: 09:11:14 Date: 12/19/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9378	12/23/2014	Claims	2	EFT	US Bank -- Purchase Cards	3,393.37	
					001 - 513 10 43 000 - Meals/Travel	24.08	
					001 - 517 90 49 003 - Employee Wellness (supplies)	24.49	
					001 - 517 90 49 003 - Employee Wellness (supplies)	14.52	
					001 - 518 80 35 000 - Small Tools/Minor Equip	38.50	
					001 - 521 20 31 010 - Printing/Publications	19.98	
					001 - 521 20 31 010 - Printing/Publications	377.58	
					001 - 521 20 49 020 - Special Investigations	79.35	
					001 - 521 40 43 000 - Travel	-17.00	
					001 - 522 20 41 030 - Investigation	10.00	
					001 - 522 20 48 000 - Repairs/Maint-Equip	271.69	
					001 - 522 45 49 010 - Tuition/Registration	20.00	
					001 - 524 20 49 030 - Misc-Tuition/Registration	168.00	
					412 - 537 80 31 010 - Office Supplies	55.71	
					103 - 542 30 43 000 - Travel	18.19	
					105 - 572 20 31 010 - Supplies	117.16	
					105 - 572 20 31 010 - Supplies	1,365.54	
					105 - 572 20 34 001 - Early Literacy Program	48.85	
					105 - 572 20 43 000 - Travel	20.00	
					501 - 594 18 64 501 - Vehicles - Admin	49.25	
					001 - 594 21 64 000 - Machinery & Equipment	510.00	
					105 - 594 72 64 001 - Books - Skagit County	37.95	
					105 - 594 72 64 001 - Books - Skagit County	15.43	
					105 - 594 72 64 001 - Books - Skagit County	124.10	
9379	12/23/2014	Claims	2	EFT	WA State Dept Of Revenue	10,173.52	
					001 - 521 20 31 002 - Office/Operating Supplies	55.67	
					001 - 522 20 31 000 - Operating Supplies	34.60	
					401 - 535 50 48 000 - Maintenance Contracts	97.73	
					401 - 535 80 44 010 - Taxes & Assessments	4,789.50	
					102 - 536 20 44 010 - Taxes And Assessments	22.20	
					412 - 537 80 44 001 - Taxes & Assessments	5,090.69	
					105 - 572 20 31 000 - Operating Supplies	4.06	
					105 - 572 20 44 010 - Taxes & Assessments	8.00	
					101 - 576 80 44 010 - Taxes And Assessments	29.33	
					101 - 576 80 48 000 - Repairs/Maintenance	39.90	
					105 - 594 72 64 000 - Books & Materials	1.84	
9380	12/23/2014	Claims	2	180587	5 Star Services Inc	2,918.62	
					101 - 576 80 48 022 - Evidence Garage	2,918.62	
9381	12/23/2014	Claims	2	180588	AT & T	133.82	
					001 - 512 50 42 020 - Telephone	0.66	
					001 - 513 10 42 020 - Telephone	0.66	
					001 - 514 23 42 020 - Telephone	10.71	
					001 - 515 30 42 001 - Telephone	1.34	
					001 - 521 20 42 020 - Telephone	53.53	
					001 - 522 20 42 020 - Telephone	14.72	
					001 - 524 20 42 020 - Telephone	1.34	
					401 - 535 80 42 020 - Telephone	2.68	
					412 - 537 80 42 020 - Telephone	9.37	
					001 - 558 60 42 020 - Telephone	8.03	
					105 - 572 20 42 020 - Telephone	16.06	
					001 - 595 10 42 020 - Telephone	14.72	
9382	12/23/2014	Claims	2	180589	ATV Signs	464.38	
					501 - 548 30 31 000 - Operating Supplies	390.60	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	73.78	
9383	12/23/2014	Claims	2	180590	All-Phase Electric	313.90	
					103 - 542 64 31 000 - Operating Supplies	189.88	
					101 - 576 80 48 016 - City Hall	124.02	

CHECK REGISTER

City Of Sedro-Woolley
MCAG #: 0647

12/23/2014 To: 12/23/2014

Time: 09:11:14 Date: 12/19/2014
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9384	12/23/2014	Claims	2	180591	Alpine Fire & Safety	185.45	
					401 - 535 80 31 010 - Operating Supplies	170.31	
					401 - 535 80 31 010 - Operating Supplies	15.14	
9385	12/23/2014	Claims	2	180592	Aramark Uniform Services	25.68	
					401 - 535 80 49 000 - Laundry	8.22	
					401 - 535 80 49 000 - Laundry	8.22	
					103 - 542 30 49 000 - Misc-Laundry	4.62	
					103 - 542 30 49 000 - Misc-Laundry	4.62	
9386	12/23/2014	Claims	2	180593	Assoc Petroleum Products	5,585.78	
					001 - 518 20 32 000 - Auto Fuel	118.93	
					001 - 521 20 32 000 - Auto Fuel	1,020.78	
					001 - 522 20 32 000 - Auto Fuel/Diesel	704.46	
					401 - 535 80 32 000 - Auto Fuel/Diesel	78.36	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,287.16	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1,627.52	
					412 - 537 80 32 000 - Auto Fuel/Diesel	220.47	
					412 - 537 80 32 000 - Auto Fuel/Diesel	1.09	
					103 - 542 30 32 000 - Auto Fuel/Diesel	152.80	
					103 - 542 30 32 000 - Auto Fuel/Diesel	248.89	
					101 - 576 80 32 000 - Auto Fuel/Diesel	125.32	
9387	12/23/2014	Claims	2	180594	Association Of WA Cities	3,091.98	
					001 - 521 20 27 000 - Retired Medical	3,091.98	
9388	12/23/2014	Claims	2	180595	Bioscience Inc	1,725.00	
					401 - 535 50 48 010 - Maintenance Of Lines	1,725.00	
9389	12/23/2014	Claims	2	180596	Birch Communications Inc.	382.46	
					101 - 576 80 45 001 - Equipment Rental	382.46	
9390	12/23/2014	Claims	2	180597	Bloomberg Businessweek	63.90	
					105 - 594 72 64 001 - Books - Skagit County	63.90	
9391	12/23/2014	Claims	2	180598	Blumenthal Uniform & Equip	2,290.95	
					001 - 521 20 31 002 - Office/Operating Supplies	27.67	
					001 - 521 20 31 002 - Office/Operating Supplies	27.67	
					001 - 522 20 26 000 - Uniforms	1,849.92	
					001 - 522 20 26 000 - Uniforms	98.75	
					001 - 522 20 26 000 - Uniforms	128.58	
					001 - 594 21 64 000 - Machinery & Equipment	158.36	
9392	12/23/2014	Claims	2	180599	Booklist	147.50	
					105 - 594 72 64 001 - Books - Skagit County	147.50	
9393	12/23/2014	Claims	2	180600	Boulder Park Inc	4,851.22	
					401 - 535 80 35 020 - Solids Handling	4,851.22	
9394	12/23/2014	Claims	2	180601	Brown & Cole Stores	14.05	
					001 - 522 20 31 000 - Operating Supplies	14.05	
9395	12/23/2014	Claims	2	180602	Business Pulse	38.00	
					105 - 594 72 64 001 - Books - Skagit County	38.00	
9396	12/23/2014	Claims	2	180603	Capital One Commercial	791.90	
					001 - 517 90 49 003 - Employee Wellness (supplies)	330.29	
					001 - 521 10 31 000 - Office Supplies	78.62	
					001 - 522 50 48 010 - Repairs/Maint-Dorm	382.99	
9397	12/23/2014	Claims	2	180604	Carl's Towing Inc	194.22	
					001 - 521 20 41 001 - Professional Services	194.22	
9398	12/23/2014	Claims	2	180605	Cascade Natural Gas Corp	4,628.58	
					001 - 521 20 47 000 - Public Utilities	53.08	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 522 50 47 000		Public Utilities	170.40	
			401 - 535 80 47 000		Public Utilities	234.32	
			412 - 537 80 47 000		Public Utilities	426.71	
			103 - 542 63 47 000		Public Utilities	74.07	
			103 - 542 63 47 000		Public Utilities	39.76	
			105 - 572 20 47 000		Public Utilities	206.05	
			101 - 576 80 47 010		Community Center	141.56	
			101 - 576 80 47 020		Senior Center	274.57	
			101 - 576 80 47 050		Hammer Square	86.14	
			101 - 576 80 47 052		Bingham Caretaker	92.78	
			101 - 576 80 47 052		Bingham Caretaker	74.31	
			101 - 576 80 47 070		City Hall	2,754.83	
9399	12/23/2014	Claims	2	180606	Joel & Veronica Chandler	20.00	
					001 - 342 20 00 000 - Fire Control Services	-20.00	
9400	12/23/2014	Claims	2	180607	Cities Insurance Assoc	187,611.63	
					001 - 512 50 46 000 - Insurance & Bonds	2,432.48	
					001 - 514 23 46 000 - Insurance & Bonds	6,253.16	
					001 - 515 30 46 000 - Insurance	940.25	
					001 - 521 20 46 000 - Insurance	39,303.54	
					001 - 522 50 46 000 - Insurance	26,969.17	
					001 - 524 20 46 000 - Insurance	1,609.31	
					425 - 531 50 46 000 - Insurance	4,590.20	
					401 - 535 80 46 000 - Insurance	35,836.69	
					102 - 536 20 46 000 - Insurance	4,316.43	
					412 - 537 80 46 000 - Insurance	16,036.72	
					103 - 543 30 46 000 - Insurance	16,211.05	
					001 - 558 60 46 000 - Insurance	4,146.32	
					105 - 572 20 46 000 - Insurance	9,240.40	
					101 - 576 80 46 000 - Insurance	15,496.20	
					001 - 595 10 46 000 - Insurance	4,229.71	
9401	12/23/2014	Claims	2	180608	Code Publishing Inc	233.89	
					001 - 511 30 34 000 - Code Book	233.89	
9402	12/23/2014	Claims	2	180609	Columbia Ford	66.40	
					501 - 594 18 64 501 - Vehicles - Admin	66.40	
9403	12/23/2014	Claims	2	180610	Community Action Of Sk County	1,975.27	
					001 - 562 00 51 030 - Skagit Comm Action Agency	1,975.27	
9404	12/23/2014	Claims	2	180611	CompuCom	3,178.93	
					001 - 518 80 49 000 - Software Maint & Support	3,178.93	
9405	12/23/2014	Claims	2	180612	Country Living	17.27	
					105 - 594 72 64 001 - Books - Skagit County	17.27	
9406	12/23/2014	Claims	2	180613	Crystal Springs	39.02	
					401 - 535 80 31 010 - Operating Supplies	39.02	
9407	12/23/2014	Claims	2	180614	Data Base Records Destruction LLC	109.08	
					001 - 512 50 31 000 - Supplies	22.39	
					001 - 514 23 31 000 - Supplies	22.39	
					001 - 521 20 31 002 - Office/Operating Supplies	44.78	
					001 - 524 20 31 000 - Off/Oper Supps & Books	6.50	
					001 - 558 60 31 000 - Supplies/Books	6.51	
					001 - 595 10 31 000 - Supplies	6.51	
9408	12/23/2014	Claims	2	180615	David Evans & Assoc Inc	3,674.11	
					104 - 595 30 63 080 - Const-SR20 Cook Realign TI	3,674.11	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
9409	12/23/2014	Claims	2	180616	Demco Inc	156.99	
					105 - 572 20 31 010 - Supplies	156.99	
9410	12/23/2014	Claims	2	180617	Dwayne Lane's North Cascade Ford	464.99	
					001 - 521 20 48 010 - Repair & Maint - Auto	59.69	
					001 - 521 20 48 010 - Repair & Maint - Auto	54.25	
					001 - 521 20 48 010 - Repair & Maint - Auto	45.21	
					001 - 522 20 35 000 - Small Tools & Minor Equip	305.84	
9411	12/23/2014	Claims	2	180618	Dykstra Farms LLC	180.00	
					412 - 537 60 47 020 - Recycling - Yard Waste	180.00	
9412	12/23/2014	Claims	2	180619	E & E Lumber	1,693.56	
					001 - 523 20 31 000 - Office/Operating Supplies	4.97	
					412 - 537 50 48 010 - Repairs/Maint-Building	91.74	
					412 - 537 80 31 000 - Operating Supplies	71.34	
					412 - 537 80 35 000 - Small Tools & Minor Equip	686.37	
					103 - 542 30 35 000 - Small Tools/Minor Equip	98.38	
					101 - 576 80 31 001 - Operating Sup - Riverfront	97.64	
					101 - 576 80 31 002 - Operating Sup - RV Park	9.17	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	68.16	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	95.71	
					101 - 576 80 31 003 - Operating Sup - Parks Shop	13.24	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	21.85	
					101 - 576 80 31 004 - Operating Sup - Comm Cente	64.89	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	127.44	
					101 - 576 80 31 005 - Operating Sup - Senior Ctr	130.55	
					101 - 576 80 31 006 - Operating Sup - City Hall	24.41	
					101 - 576 80 35 010 - Safety Equipment	24.46	
					101 - 576 80 48 006 - Memorial Park	45.08	
					101 - 594 76 64 001 - Holiday Displays	10.78	
					101 - 594 76 64 001 - Holiday Displays	2.04	
					101 - 594 76 64 001 - Holiday Displays	3.01	
					101 - 594 76 64 001 - Holiday Displays	2.33	
9413	12/23/2014	Claims	2	180620	Edge Analytical Inc	82.00	
					401 - 535 80 41 000 - Professional Services	35.00	
					401 - 535 80 41 000 - Professional Services	47.00	
9414	12/23/2014	Claims	2	180621	Emergency Medical Products Inc	298.64	
					001 - 522 20 31 000 - Operating Supplies	26.90	
					001 - 522 20 32 000 - Auto Fuel/Diesel	271.74	
9415	12/23/2014	Claims	2	180622	Enterprise Office Systems	284.82	
					001 - 512 50 31 000 - Supplies	34.71	
					001 - 514 23 31 000 - Supplies	216.70	
					001 - 514 23 31 000 - Supplies	33.41	
9416	12/23/2014	Claims	2	180623	Fastenal Company	152.56	
					412 - 537 80 35 000 - Small Tools & Minor Equip	152.56	
9417	12/23/2014	Claims	2	180624	Brent Frisbee	360.00	
					412 - 537 80 28 000 - Employee Wellness	360.00	
9418	12/23/2014	Claims	2	180625	Frontier	673.66	
					001 - 512 50 42 020 - Telephone	38.52	
					001 - 513 10 42 020 - Telephone	57.78	
					001 - 514 23 42 020 - Telephone	57.78	
					001 - 515 30 42 001 - Telephone	25.68	
					001 - 518 80 42 020 - Telephone	19.26	
					001 - 521 20 42 020 - Telephone	192.16	

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					001 - 522 20 42 020 - Telephone	70.62	
					001 - 524 20 42 020 - Telephone	19.26	
					401 - 535 80 42 020 - Telephone	51.36	
					412 - 537 80 42 020 - Telephone	25.68	
					103 - 542 30 42 020 - Telephone	6.42	
					001 - 558 60 42 020 - Telephone	19.26	
					105 - 572 20 42 020 - Telephone	32.10	
					101 - 576 80 42 020 - Telephone	12.84	
					001 - 595 10 42 020 - Telephone	44.94	
9419	12/23/2014	Claims	2	180626	G.W. Inc. Law Enforcement & Safety Eq.	520.80	
					001 - 594 21 64 000 - Machinery & Equipment	520.80	
9420	12/23/2014	Claims	2	180627	Generator Services NW	2,544.72	
					001 - 522 20 48 000 - Repairs/Maint-Equip	249.55	
					001 - 522 20 48 000 - Repairs/Maint-Equip	130.41	
					001 - 522 50 48 030 - Repair/Maint-Station	130.41	
					425 - 531 50 48 000 - Repairs/Maintenance	130.41	
					401 - 535 50 48 000 - Maintenance Contracts	1,304.11	
					401 - 535 50 48 050 - Maint Of General Equip	599.83	
9421	12/23/2014	Claims	2	180628	Graphic Equipment Corp	476.38	
					401 - 535 50 48 050 - Maint Of General Equip	476.38	
9422	12/23/2014	Claims	2	180629	Jim Gutierrez	100.00	
					103 - 542 30 49 040 - CDL Endorcement Fees	100.00	
9423	12/23/2014	Claims	2	180630	Humane Society Of Skagit	298.00	
					001 - 521 20 41 021 - Humane Society	298.00	
9424	12/23/2014	Claims	2	180631	Ingram Library Services	206.62	
					105 - 594 72 64 001 - Books - Skagit County	73.39	
					105 - 594 72 64 001 - Books - Skagit County	5.85	
					105 - 594 72 64 001 - Books - Skagit County	127.38	
9425	12/23/2014	Claims	2	180632	Interwest Construction Inc	5,528.86	
					401 - 535 50 48 010 - Maintenance Of Lines	4,146.65	
					103 - 542 30 48 000 - Repair/Maint-Streets	1,382.21	
9426	12/23/2014	Claims	2	180633	Teresa Keene	2,500.00	
					001 - 515 30 41 001 - Prosecuting Attorney	2,500.00	
9427	12/23/2014	Claims	2	180634	LN Curtis & Sons	219.87	
					001 - 522 20 35 000 - Small Tools & Minor Equip	219.87	
9428	12/23/2014	Claims	2	180635	Language Exch Inc (The)	181.25	
					001 - 521 20 49 020 - Special Investigations	181.25	
9429	12/23/2014	Claims	2	180636	Livingston Micrographics, LLC	454.45	
					401 - 535 50 48 040 - Maintenance Of Vehicles	454.45	
9430	12/23/2014	Claims	2	180637	Lynn Peavey Company	66.19	
					001 - 594 21 64 000 - Machinery & Equipment	66.19	
9431	12/23/2014	Claims	2	180638	MAILFINANCE	800.99	
					001 - 514 23 45 000 - Operating Rentals/Leases	133.50	
					001 - 521 20 42 010 - Postage	133.50	
					001 - 522 20 42 010 - Postage	133.50	
					001 - 524 20 42 000 - Postage	133.49	
					001 - 558 60 42 010 - Postage	133.50	
					001 - 595 10 42 000 - Postage	133.50	
9432	12/23/2014	Claims	2	180639	Mammoth Stoneworks Inc	37.18	
					101 - 576 80 48 009 - Hammer Square	37.18	

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9433	12/23/2014	Claims	2	180640	William R McCann	3,000.00	
					001 - 515 93 41 000 - Indigent Defender	3,000.00	
9434	12/23/2014	Claims	2	180641	McNeill Polygraph & Inves	175.00	
					001 - 521 20 41 001 - Professional Services	175.00	
9435	12/23/2014	Claims	2	180642	Mister T's Awards & Emb	135.63	
					001 - 513 10 42 000 - Communication	135.63	
9436	12/23/2014	Claims	2	180643	Jack R Moore	1,482.86	
					001 - 524 20 41 000 - Professional Services	1,482.86	
9437	12/23/2014	Claims	2	180644	Motion Picture Licensing Corp	67.87	
					105 - 572 20 41 000 - Professional Services	67.87	
9438	12/23/2014	Claims	2	180645	Motor Trucks Inc	2,050.22	
					412 - 537 50 48 000 - Repairs/maint-equip	2,050.22	
9439	12/23/2014	Claims	2	180646	City Of Mount Vernon	6.00	
					105 - 572 20 41 000 - Professional Services	6.00	
9440	12/23/2014	Claims	2	180647	Syd W. Muzzy	1,040.08	
					401 - 535 80 49 030 - Misc-Tuition/Registration	1,040.08	
9441	12/23/2014	Claims	2	180648	N C Machinery Co	504.13	
					501 - 548 30 31 000 - Operating Supplies	504.13	
9442	12/23/2014	Claims	2	180649	National Geographic	24.00	
					105 - 594 72 64 001 - Books - Skagit County	24.00	
9443	12/23/2014	Claims	2	180650	Newman Signs Inc	275.16	
					103 - 542 64 31 004 - Street Sign Materials	172.96	
					001 - 595 10 31 001 - Address & Street Signs-Reiml	102.20	
9444	12/23/2014	Claims	2	180651	North Hill Resources Inc	660.00	
					412 - 537 60 47 020 - Recycling - Yard Waste	660.00	
9445	12/23/2014	Claims	2	180652	Northend Truck Equipment Inc	209.97	
					401 - 535 50 48 040 - Maintenance Of Vehicles	209.97	
9446	12/23/2014	Claims	2	180653	Northstar Chemical Inc	1,759.74	
					401 - 535 80 31 020 - Op Supplies-Chemicals	11.15	
					401 - 535 80 31 020 - Op Supplies-Chemicals	1,745.36	
					401 - 535 80 31 020 - Op Supplies-Chemicals	3.23	
9447	12/23/2014	Claims	2	180654	Pat Rimmer Tire Ctr Inc	152.99	
					412 - 537 50 48 000 - Repairs/maint-equip	152.99	
9448	12/23/2014	Claims	2	180655	PeaceHealth United General	342.39	
					001 - 523 60 51 000 - Prisoners	342.39	
9449	12/23/2014	Claims	2	180656	Protech Automotive	242.80	
					001 - 518 20 48 000 - Repair & Maintenance	242.80	
9450	12/23/2014	Claims	2	180657	Public Utility Dis No1	1,103.40	
					001 - 521 20 47 000 - Public Utilities	20.80	
					401 - 535 80 47 000 - Public Utilities	213.89	
					102 - 536 20 47 000 - Public Utilities	51.31	
					412 - 537 80 47 000 - Public Utilities	37.24	
					103 - 542 63 47 000 - Public Utilities	44.02	
					105 - 572 20 47 000 - Public Utilities	27.58	
					101 - 576 80 47 000 - Riverfront	180.09	
					101 - 576 80 47 040 - Train	20.80	
					101 - 576 80 47 050 - Hammer Square	94.87	
					101 - 576 80 47 051 - Bingham / Memorial	172.84	

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			101 - 576 80 47 053		- Other Utilities	37.24	
			104 - 581 00 00 000		- Loan Repayment Sewer Res	202.72	
9451	12/23/2014	Claims	2	180658	Puget Sound Energy	31,445.19	
			103 - 542 63 47 000		- Public Utilities	9,926.58	
			104 - 595 61 63 050		- Const SR20/Cook Sidewalks	21,518.61	
9452	12/23/2014	Claims	2	180659	Ronk Brothers Inc	136.71	
			101 - 576 80 31 001		- Operating Sup - Riverfront	136.71	
9453	12/23/2014	Claims	2	180660	Sanderson Safety Supply	66.33	
			001 - 522 20 31 000		- Operating Supplies	66.33	
9454	12/23/2014	Claims	2	180661	Science News	90.00	
			105 - 594 72 64 001		- Books - Skagit County	90.00	
9455	12/23/2014	Claims	2	180662	Scientific Supply	116.17	
			401 - 535 80 31 010		- Operating Supplies	116.17	
9456	12/23/2014	Claims	2	180663	Seawestern Fire Fighting Equip	81.20	
			001 - 522 20 48 000		- Repairs/Maint-Equip	81.20	
9457	12/23/2014	Claims	2	180664	Sedro-Woolley Auto Parts	758.47	
			001 - 518 20 48 000		- Repair & Maintenance	24.76	
			001 - 518 20 48 000		- Repair & Maintenance	33.96	
			001 - 518 20 48 000		- Repair & Maintenance	-22.07	
			001 - 523 20 31 000		- Office/Operating Supplies	-84.63	
			001 - 523 20 31 000		- Office/Operating Supplies	424.02	
			401 - 535 80 31 010		- Operating Supplies	29.07	
			412 - 537 50 48 000		- Repairs/maint-equip	50.12	
			412 - 537 80 31 000		- Operating Supplies	123.97	
			103 - 542 30 35 000		- Small Tools/Minor Equip	21.70	
			103 - 542 30 35 000		- Small Tools/Minor Equip	31.45	
			101 - 576 80 48 021		- Equipment	126.12	
9458	12/23/2014	Claims	2	180665	Sedro-Woolley School Dist	2,649.00	
			621 - 586 00 00 621		- School GMA Impact Fees	2,649.00	
9459	12/23/2014	Claims	2	180666	Seven Sisters Inc	6,041.16	
			101 - 576 80 48 016		- City Hall	6,041.16	
9460	12/23/2014	Claims	2	180667	Sjostrom Law Office	1,353.00	
			425 - 531 50 31 000		- Operating Supplies	54.12	
			401 - 535 80 49 040		- Misc-Filing Fees/Lien Exp	879.45	
			412 - 537 80 49 020		- Misc-Filing Fees/Lien Exp	419.43	
9461	12/23/2014	Claims	2	180668	Skagit CD	1,245.95	
			425 - 531 50 41 002		- Contracted Services	1,245.95	
9462	12/23/2014	Claims	2	180669	Skagit Co Public Works	42,024.40	
			412 - 537 60 47 000		- Solid Waste Disposal	42,024.40	
9463	12/23/2014	Claims	2	180670	Skagit Co. Dept of Public Health	5,685.23	
			001 - 566 00 51 000		- Sk Cty Substance Abuse	574.98	
			001 - 569 00 51 000		- Skagit Senior Services	5,110.25	
9464	12/23/2014	Claims	2	180671	Skagit County GIS	498.98	
			401 - 535 80 41 000		- Professional Services	498.98	
9465	12/23/2014	Claims	2	180672	Skagit County Government	13,986.48	
			001 - 518 80 41 000		- Professional Services	811.36	
			001 - 521 20 51 020		- Spillman System	13,175.12	
9466	12/23/2014	Claims	2	180673	Skagit County Sheriff Office	2,058.76	
			001 - 523 60 51 001		- Prisoner Medical	2,058.76	

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9467	12/23/2014	Claims	2	180674	Skagit Farmers Supply	36.87	
					103 - 542 30 35 000 - Small Tools/Minor Equip	36.87	
9468	12/23/2014	Claims	2	180675	Skagit Law Group, PLLC	7,273.99	
					425 - 531 50 31 000 - Operating Supplies	21.41	
					425 - 531 50 31 000 - Operating Supplies	19.52	
					425 - 531 50 31 000 - Operating Supplies	27.57	
					425 - 531 50 31 000 - Operating Supplies	21.81	
					425 - 531 50 31 000 - Operating Supplies	19.52	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	348.08	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	317.20	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	448.18	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	354.58	
					401 - 535 80 49 040 - Misc-Filing Fees/Lien Exp	317.20	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	166.01	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	151.28	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	213.75	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	169.11	
					412 - 537 80 49 020 - Misc-Filing Fees/Lien Exp	151.28	
					109 - 594 21 62 000 - Seizure - Real Property	4,527.49	
9469	12/23/2014	Claims	2	180676	Skagit Publishing	526.98	
					001 - 511 60 31 001 - Legal Publications	66.63	
					001 - 511 60 31 001 - Legal Publications	92.25	
					401 - 535 80 41 030 - Legal Publications	275.85	
					001 - 558 60 41 010 - Advertising	92.25	
9470	12/23/2014	Claims	2	180677	Sno-Ilse Libraries	174.00	
					105 - 572 20 43 000 - Travel	174.00	
9471	12/23/2014	Claims	2	180678	Sparkle Shop Laundries	60.44	
					001 - 512 50 41 000 - Professional Services	10.31	
					001 - 522 20 49 030 - Misc-Laundry	50.13	
9472	12/23/2014	Claims	2	180679	Staples Business Advantage	193.12	
					001 - 521 20 31 002 - Office/Operating Supplies	72.04	
					001 - 521 20 31 002 - Office/Operating Supplies	57.92	
					001 - 521 20 31 002 - Office/Operating Supplies	63.16	
9473	12/23/2014	Claims	2	180680	Stiles & Stiles	2,914.00	
					001 - 512 50 41 010 - Municipal Court Judge	2,864.00	
					001 - 521 20 41 001 - Professional Services	50.00	
9474	12/23/2014	Claims	2	180681	Summit Law Group	81.00	
					001 - 515 30 41 000 - Professional Services	81.00	
9475	12/23/2014	Claims	2	180682	TKE Corp	1,014.19	
					101 - 576 80 48 016 - City Hall	1,014.19	
9476	12/23/2014	Claims	2	180683	Targhee Fire Svc LLC	601.63	
					501 - 594 18 64 501 - Vehicles - Admin	300.81	
					501 - 594 42 64 000 - Equip & Vehicles - Streets	300.82	
9477	12/23/2014	Claims	2	180684	Payment Center Thomson Reuters -- West	257.08	
					001 - 515 30 41 002 - Westlaw Services	257.08	
9478	12/23/2014	Claims	2	180685	Traffic Sensor Corp.	138.84	
					103 - 542 30 31 000 - Operating Supplies	138.84	
9479	12/23/2014	Claims	2	180686	True Value	216.52	
					001 - 522 20 31 000 - Operating Supplies	21.69	
					401 - 535 80 31 010 - Operating Supplies	8.66	
					412 - 537 80 31 000 - Operating Supplies	13.36	

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			412 - 537 80 31 000		- Operating Supplies	15.58	
			412 - 537 80 34 000		- Containers	60.54	
			103 - 542 30 31 000		- Operating Supplies	23.82	
			103 - 542 30 31 000		- Operating Supplies	8.04	
			101 - 576 80 31 001		- Operating Sup - Riverfront	11.92	
			101 - 576 80 31 004		- Operating Sup - Comm Cente	5.20	
			101 - 576 80 48 009		- Hammer Square	30.36	
			101 - 576 80 48 015		- Library	17.35	
9480	12/23/2014	Claims	2	180687	Valley Auto Supply	665.97	
			412 - 537 80 35 000		- Small Tools & Minor Equip	410.13	
			103 - 542 30 48 010		- Repair/Maintenance-Equip	-2.39	
			501 - 548 30 31 000		- Operating Supplies	258.23	
9481	12/23/2014	Claims	2	180688	WA St Dept Of Agriculture	33.00	
			103 - 542 30 49 010		- Misc-Dues/Subscriptions	33.00	
9482	12/23/2014	Claims	2	180689	WA St Dept Of Prof Licen	168.00	
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	168.00	
9483	12/23/2014	Claims	2	180690	Washington State Patrol	66.00	
			001 - 521 20 51 000		- Intergov Svc-Gun Permits	66.00	
9484	12/23/2014	Claims	2	180691	Waste Management Of Skgt	8,183.40	
			412 - 537 60 47 010		- Recycling - Household	8,183.40	
9485	12/23/2014	Claims	2	180692	Win-911 Software	395.00	
			401 - 535 50 48 000		- Maintenance Contracts	395.00	
9486	12/23/2014	Claims	2	180693	Wood's Logging Supply Inc	223.88	
			001 - 522 20 48 000		- Repairs/Maint-Equip	176.44	
			103 - 542 30 35 010		- Safety Equipment	9.46	
			101 - 576 80 48 000		- Repairs/Maintenance	37.98	
9487	12/23/2014	Claims	2	180694	Carol Worthen	6,472.02	
			425 - 531 50 41 002		- Contracted Services	6,472.02	
9488	12/23/2014	Claims	2	180695	Zoll Medical Corporation GPO	274.16	
			001 - 522 20 31 000		- Operating Supplies	274.16	
						140,577.74	
						31,257.65	
						4,389.94	
						28,975.24	
						25,395.44	
						12,257.27	
						4,527.49	
						62,183.29	
						81,375.94	
						12,602.53	
						1,870.24	
						2,649.00	
						408,061.77	Claims: 408,061.77
* Transaction Has Mixed Revenue And Expense Accounts						408,061.77	

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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Sedro-Woolley and that I am authorized to authenticate and certify to said claim.

Finance Director

Date

Finance Committee Member

Date

Finance Committee Member

Date

Finance Committee Member

Date

DEC 23 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3d

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF SEDRO WOOLLEY
AND
SKAGIT COUNTY

THIS AGREEMENT is made and entered into by and between CITY OF SEDRO WOOLLEY ("Municipality") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the County agrees to provide reimbursement funds to the Municipality for the purchase of disposable emergency medical services supplies approved by the County EMS Director; and

WHEREAS, the Municipality agrees to utilize the disposable EMS supplies in the BLS first-response treatment of patients, and

WHEREAS, the County agrees to reimburse the Municipality up to the amount of \$10,249.86 for the year 2014 for disposable EMS supplies.

2. RESPONSIBILITIES:

- a. Contractor shall provide trauma verified aid services with appropriate licensed aid vehicles and equipment in accordance with WAC Chapter 246-976, North Region and other applicable laws, regulations and MPD established policies.
- b. Field personnel performing services under this Agreement shall at all times be certified to practice in the State of Washington, and in the case of Paramedics, certified in Skagit County.
- c. All Contractor field personnel shall be under the direct medical control and supervision of the Skagit County Medical Program Director (MPD) or his designee, and shall comply with medical protocols, online medical control, and other requirements as established by the MPD and the state.
- d. Contractor is responsible for complying with all current rules and regulations associated with providing services for recipients of and being reimbursed by Medicare, Medicaid and other state and federally funded programs, and any amendment there to.
- e. Contractor acknowledges they are a covered entity under Federal HIPAA regulations, and will comply with all applicable rules and regulations. Contractor agrees to adhere to any specific HIPAA protocols, including any required training, requested by County related to transmitting, storing, and using HIPAA information pursuant to this Agreement.

- f. Any violations of HIPAA rules and regulations, including a breach of PHI, shall be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2014 through December 31, 2014.

4. MANNER OF FINANCING: the County agrees to reimburse the Municipality up to the amount of \$10,249.86 for disposable approved EMS supplies purchased, as supported by receipts, in calendar year 2014.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Mark Raaka, Director of Emergency Medical Services.

5.2 _____'s representative shall be _____.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS: None

GOVERNMENT AGENCY:

Title of Signatory
(Date _____)

Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

DATED this _____ day of _____, 2014.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Sharon D. Dillon, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

DEC 23 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3e

After Recording Return to:

CITY OF SEDRO-WOOLLEY
325 METCALF STREET
SEDRO-WOOLLEY, WA 98284

THE PARTIES AGREE AS FOLLOWS:

INTERLOCAL JOINT PURCHASING AGREEMENT

BETWEEN

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 24

AND

CITY OF SEDRO-WOOLLEY

THIS INTERLOCAL AGREEMENT is entered into under Chapter 39.34 RCW on this _____ day of _____, 2014 between Snohomish County Fire Protection District No. 24, Washington, a special purpose district ("District No. 24"), and the City of Sedro-Woolley, Washington, a municipal corporation ("Sedro-Woolley").

1. PURPOSE:

The parties desire to establish a procedure for making joint purchases so that each party may acquire goods and services upon more favorable terms and conditions. This Interlocal Agreement will provide the framework and authority by which particular joint purchases may hereafter be made.

2. RESPONSIBILITIES:

2.1 Sedro-Woolley, in contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes District No. 24 to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Likewise, District No. 24, in

contracting for the purchase of goods and services for itself, agrees to allow and hereby authorizes Sedro-Woolley to place orders for such goods and services under the same contract, to the extent permitted by law and to the extent agreed upon between the parties and vendors. Any contract for the purchase of goods and services made by Sedro-Woolley prior to the execution of this agreement may be extended to include District No. 24 with the concurrence of the vendor. Any contract for the purchase of goods and services made by District No. 24 prior to the execution of this agreement may be extended to include Sedro-Woolley with the concurrence of the vendor. Pursuant to RCW 39.34.030 (5) (b) any statutory obligation to provide notice for bids or proposals that applies to the parties shall be satisfied if the party that awarded the bid, proposal, or contract complied with its own statutory requirements and posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.

2.2 Neither party shall be responsible to the other for the performance or nonperformance of contracts by vendors.

2.3 In making purchase contracts hereunder, the original contracting party shall be obligated only to comply fully with the legal requirements applicable to its own purchase. It shall be the obligation of the party seeking to place additional orders under the same contract to be certain that legal requirements applicable to that jurisdiction have been met.

2.4 Each party shall have the right to contract independently for the purchase of any goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, with or without notice to the other party. PROVIDED, that nothing in the two preceding sentences shall impair existing or pending joint purchases of the parties.

3. TERM OF AGREEMENT:

This Agreement shall take effect immediately and shall continue in effect until terminated.

4. MANNER OF FINANCING:

This Agreement shall not require financing as neither party shall be responsible to the other for the performance or nonperformance of purchasing contracts entered into by the other party.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement.

In the event such representatives are changed, the party making the change shall notify the other party.

5.1 District No. 24's representative shall be the District Chief.

5.2 Sedro-Woolley's representative shall be the City Supervisor.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the either party by reason of entering into this contract except as expressly provided herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph; PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. **OTHER PROVISIONS:**

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2014.

APPROVED:

SNOHOMISH COUNTY
FIRE PROTECTION DISTRICT NO. 24

Chairman

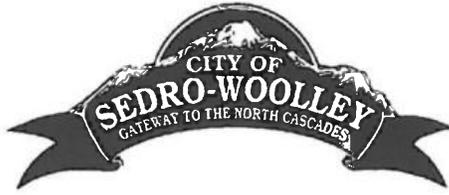
CITY OF SEDRO-WOOLLEY

Mike Anderson
Mayor

Patsy Nelson,
Finance Director

Approved as to form:

Eron Berg
City Attorney



CITY COUNCIL AGENDA CITY OF SEDRO-WOOLLEY
REGULAR MEETING Sedro-Woolley Municipal Building

DEC 23 2014

325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3F

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Mike Anderson
FROM: Mark A. Freiberger, PE
RE: **Professional Services Agreements No. 2015-PS-08, 09, 10, 11, 12, and 13 for Miscellaneous On-Call Professional Services**
DATE: December 17, 2014 (for Council action December 23, 2014)

ISSUE

Should Mayor Anderson execute the attached Professional Services Agreements No. 2015-PS-08, 09, 10, 11, 12, and 13, as noted below for miscellaneous on-call professional service agreements?

BACKGROUND/DISCUSSION

The city has utilized the services of various firms for on-call professional services for miscellaneous engineering and other professional services. The attached agreements represent the remainder of our 2015 on-call services that are currently anticipated.

Following is a list of these agreements and proposed use:

2015-PS-08 – GeoTest Services Inc. – NTE \$20,000 – on-call materials testing and special inspections
2015-PS-09 – Eldred & Associates LLC – NTE \$5,000 – on-call planning, permits and grants writing
2015-PS-10 – Guardian Northwest Title & Escrow – NTE \$5,000 – on-call title and escrow services
2015-PS-11 – DGK Inc., dba Widener & Associates – NTE \$25,000 – on-call environmental services
2015-PS-12 – Katy Isaksen & Associates – NTE \$10,000 – sewer impact fee and rate analysis
2015-PS-13 – SCADA & Controls Engineering Inc. – NTE \$25,000 – on-call SCADA support

FINANCE

Individual Task Orders will be issued for work items as needed. Budgets will be identified and approval sought through the normal process. Task order work will generally be from one of the following budget line items:

595.10.41.000.001 Professional Services – Engineering	\$ 8,000
535.80.41.000.401 Professional Services - Sewer Fund	\$ 46,000
531.50.41.000.425 Professional Services – Stormwater	\$ 36,000

MOTION:

Move to authorize Mayor Anderson to execute the attached Professional Services Agreements No. 2015-PS-08, 09, 10, 11, 12, and 13 as noted above for miscellaneous on-call professional service agreements.



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-08
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **GeoTest Services Inc.** whose address is **741 Marine Drive, Bellingham, WA 98225** hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On-Call Materials Testing and Special Inspections as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City’s office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

[X] as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ 20,000 without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act. Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 **Million**) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. Choice of Law/Venue.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

GeoTest Services Inc.

By: _____

GEO TEST SERVICES, INC. EXHIBIT B

Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2015

ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES

Professional Engineer	135.00 hour
Geotechnical Engineer	135.00 hour
Technical Director	120.00 hour
Engineering Geologist	90.00 hour
Environmental Professional	90.00 hour
Project Manager	80.00 hour
Geotechnical Technician	75.00 hour
Geologist	75.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	75.00 hour

CONSTRUCTION INSPECTION SERVICES

Concrete Inspection	55.00 hour
Prestressed Concrete Inspection	55.00 hour
Masonry Inspection	55.00 hour
Grout Inspection	55.00 hour
Fireproofing Inspection	55.00 hour
Lateral Framing Inspection (Wood & Steel)	55.00 hour
Proprietary Anchor Inspection	55.00 hour
Structural Steel Welding and Bolting Inspection	60.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	60.00 hour
Soils Observation	60.00 hour
Laboratory Technician	55.00 hour
Field Technician	55.00 hour
Field Sampling	55.00 hour
Technical Review/Reporting	65.00 hour

SPECIALTY SERVICES

Bolt Pull-out Tests	90.00 hour
Ground Penetrating Radar (GPR)	150.00 hour
Pachometer (Magnetic) Rebar Location	90.00 hour
Concrete & Asphalt Coring	90.00 hour
Schmidt Hammer	90.00 hour
Windsor Probe	90.00 hour
Brick Shear Testing (2 man crew)	150.00 hour
Floor Flatness Testing (Dipstick)	100.00 hour
Moisture Emission Testing	90.00 hour

GEOTEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2015

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	24.00 ea
Compressive Strength – Concrete (cast by others)	30.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing)	60.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing)	60.00 ea
Shotcrete Panel - 3 Cores Per Panel	200.00 ea
Additional Shotcrete Cores	75.00 ea
Flexural Strength - 6" x 6" Beams	45.00 ea
Air Dry Unit Weight	35.00 ea
Trimming Specimens – Per End (when required)	15.00 ea

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder.....	24.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism.....	24.00 ea
Compressive Strength - 2" x 2" Cubes (Cementitious Grout)	24.00 ea
Compressive Strength - 2" x 2" Cubes (Epoxy Grout)	30.00 ea
Compressive Strength - Composite Prism	100.00 ea
Compressive Strength – Masonry Units.....	100.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve.....	75.00 ea
Specific Gravity and Absorption - Fine Aggregate	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate.....	60.00 ea
Uncompacted Voids – Fine Aggregate.....	150.00 ea
Unit Weight and Voids	40.00 ea
Sand Equivalent	80.00 ea
Moisture Content	35.00 ea
Percent Fracture	60.00 ea
Organic Impurities Test	40.00 ea
Clay Lumps and Friable Particles.....	80.00 ea
Lightweight Pieces.....	75.00 ea
Flat/Elongated Particles.....	80.00 ea

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	225.00 ea
Maximum Specific Gravity (Rice Density)	80.00 ea
Asphalt Core Density/Thickness	40.00 ea
Marshall Method Test - Flow, Stability, Density & Voids	
Hot Mix Furnished, Set of 3.....	300.00 ea
Lab Mixed, Set of 3.....	350.00 ea

GEOTEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE

City of Sedro Woolley On-Call Agreement 2015

SOILS

Sieve Analysis, with Wet Sieve	125.00 ea
Sieve Analysis, Dry Only	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Sieve Analysis w/ Hydrometer	200.00 ea
Moisture Density Relationship (Proctor)	175.00 ea
Moisture Density Relationship (Proctor) w/ Sieve	235.00 ea
Check Point	80.00 ea
Moisture Content	35.00 ea
Atterberg Limits (3 points)	125.00 ea
Specific Gravity	75.00 ea
Consolidation - 5 Loads	350.00 ea
Permeability - Constant Head or Falling Head (each point)	250.00 ea
Organic Content	80.00 ea

MISCELLANEOUS

Fireproofing Density Test	60.00 ea
Floor Moisture Test Kit	35.00 ea
Windsor Probe Pin (Set of 3)	40.00 ea

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- All GeoTest Services, Inc. (GTS) construction inspection services & specialty services are billed portal to portal. A daily four hour minimum charge applies to construction inspection & specialty services. Same day cancelations will incur a two-hour minimum charge.
- Engineering, Geological, and Environmental Services will be billed in accordance with a project specific proposal.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holiday's. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work starting outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the standard rate applies to such work. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- Mileage charge shall be invoiced at \$0.60 per mile portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418
20611 – 67th Ave. NE, Unit A, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124
840 SE 8th Ave. – Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

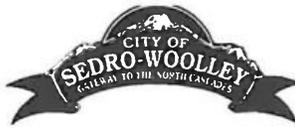
GEO TEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

Issued: December 11, 2014

GENERAL CONDITIONS

1. The client understands that no final letter of compliance will be issued to the building department for the project until all outstanding invoices have been paid.
2. Client acknowledges that GTS has explained the full range of services it offers and the manner in which they could be applied to this project. Client also avers that he/she understands the value and benefit of these services and has of his/her own accord decided upon those identified in the mutually agreed to scope of work. Client agrees to hold GTS harmless and indemnify GTS for claims, demand, suit, action or assertion of any kind that arise from any work performed by GTS, and/or arise from any source due to GTS' failure to provide services that Client has specifically not included in the list of services identified in the mutually agreed to scope of work. Such duty extends to and applies to any claim, demand, suit, action or assertion raised by an employee of Client, and for this limited purpose Client waives the protection afforded by any exclusivity provision under any applicable workers' compensation or industrial insurance act, including, but not limited to, RCW Title 51. Client further agrees to indemnify and pay GTS for the cost of defending any such claims and rewards or settlements resulting there from.
3. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GTS's work. GTS shall have no duty or obligation to any third party greater than that set forth in GTS's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GTS shall constitute acceptance of the terms of GTS's proposal and these General Conditions.
4. Client shall initiate all tests and inspections of the site, materials and work performed by GTS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GTS's recommendations. No claims for loss, damage or injury shall be brought against GTS by Client or any third party unless all tests and inspections have been so performed and unless GTS's recommendations have been followed. Client agrees to indemnify, defend and hold GTS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed, or GTS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GTS, its officers, agents or employees.
5. GTS's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. GTS shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. GTS's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
6. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay GTS's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
7. The extension of unit prices herein with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for a construction project. The quantities when given are estimated based on contract documents and construction schedules made available at the time of proposal preparation. Since construction schedules, performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.
8. GTS is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions, with a combined single limit of \$2,000,000 dollars per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, GTS will take out additional General Liability Insurance to the limits Client requires at client's expense.
9. GTS will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in GTS reports are opinions and/or interpretations based on professional judgment, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact GTS immediately to authorize further appropriate evaluation. GTS agrees to hold harmless and to indemnify Client on account of any damages due to bodily injury or property damage, or breach of contract, arising directly out of a negligent act or omission in the performance of professional services by GTS; provided, however, that any such liability to any third party arising out of GTS's performance of professional services, shall not exceed Fifty Thousand Dollars (\$50,000.00), or the total amount of the fee paid.
10. Except to the extent specifically addressed in Paragraph 9, Client agrees to indemnify, defend and hold GTS, its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have arisen out of the performance of GTS's work. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GTS to the extent that GTS shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to GTS the costs and expenses incurred by GTS to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, court costs, witness fees and other related expenses.



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-09
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this **1st** day of **January, 2015**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Eldred & Associates LLC** whose address is **5205 South 2nd Avenue, Suite A, Everett, WA 98203**, hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **environmental, land use planning, and permitting services as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City’s office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed
[] not later than _____
[X] pursuant to the schedule set forth by assigned task order

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$5,000.00** without prior approval of the Director of Public Works.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2016**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.

b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act. Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. Choice of Law/Venue.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY

A Washington municipal corporation

By: _____
City Supervisor

CONTRACTOR:

Eldred & Associates, LLC

By: _____

EXHIBIT B

Eldred & Associates, LLC Fee Schedule

Effective January 1, 2015

Labor Classifications Per Hour

Expert Witness \$195

Principal Planner \$155

Senior Planner \$125

Associate Planner \$105

Assistant Planner \$85

Administrative \$70

Intern \$35

Other Direct Expenses

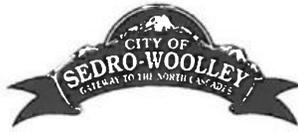
Copy Center Services:

- Color printing (8.5" x 11" --11" x 17") \$0.16 to \$0.32/page
- Black & White printing (8.5" x 11" --11" x 17") \$0.08 to \$0.16/page
- CDs \$2.00/each

Automobile mileage at current IRS rate \$0.56/mile

Other costs are billed at cost plus 15%

Billing rates are subject to revision effective January 1 of each year



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-10
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as “City” and **Guardian Northwest Title & Escrow**, whose address is **PO Box 1667, Mount Vernon, WA 98273** hereinafter referred to as the “Contractor”.

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Title and Escrow Professional Services as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City’s office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as

to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$5,000.00** without prior approval of the Director of Public Works.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act. Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City. (*WAIVED / MF*)

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 Million**) as are acceptable to the City. (*WAIVED / MF*)

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect. (*WAIVED / MF*)

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. Choice of Law/Venue.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
City Supervisor

CONTRACTOR:

Guardian Northwest Title & Escrow

By: _____



GUARDIAN NORTHWEST TITLE & ESCROW *Formerly First American Title Company of Skagit County*

1301-B Riverside Drive / PO Box 1667, Mount Vernon, WA 98273
Toll Free: 800-869-7045 Phone: 360-424-0115 Fax: 360-424-5885 www.gnwttitle.com

**EXHIBIT "B" TO
PROFESSIONAL SERVICES AGREEMENT NO. 2012-PS-08**

Guardian Northwest Title & Escrow Company will charge the following rates for its work with the City of Sedro-Woolley during 2012 pursuant to the above referenced Agreement No. 2012-PS-08:

- 1 Requests for title policies, guarantees and cancellations of same will be billed pursuant to our state approved rate schedule.
- 2 Requests of miscellaneous research projects without a policy or guarantee will be billed at \$200 for the first hour and \$110 for each subsequent hour.
- 3 Requests to record documents not associated with a title policy will be billed at up to \$25 per document plus Skagit County collected excise and recording fees.

Guardian Northwest Title & Escrow

By John S. Milnor
John S. Milnor
Senior Title Officer

Julie Rosario

From: John Milnor <John.Milnor@GNWTitle.com>
Sent: Tuesday, December 09, 2014 12:47 PM
To: Julie Rosario
Subject: RE: 2015 Professional Services Agreement - Need Rate Sheet

Julie:

Thank you for getting back to us, I was swamped at the moment you sent the request last week and forgot to follow up. We are good with the Exhibit "B" to Professional Services Agreement No. 2014-PS-08 which Exhibit "B" is labeled "Exhibit "B" to Professional Services Agreement No. 2012-PS-08. Let me know if you need anything else for us at this time. It is always a pleasure working with and the City of Sedro-Woolley.

John S. Milnor
Special Projects Coordinator
Senior Title Officer
Guardian NW Title Co.

From: Julie Rosario [<mailto:jrosario@ci.sedro-woolley.wa.us>]
Sent: Tuesday, December 9, 2014 11:45 AM
To: John Milnor
Subject: FW: 2015 Professional Services Agreement - Need Rate Sheet

Hi John~

Just following up....

Our last council meeting of the year is fast approaching. Did you have a chance to put together a rate sheet for 2015?

Any questions – let us know.

Thank you,

JULIE ROSARIO
PUBLIC WORKS ASSISTANT
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Direct (360) 855-9932 * Fax (360) 855-0733
jrosario@ci.sedro-woolley.wa.us

From: Julie Rosario
Sent: Monday, December 01, 2014 4:39 PM
To: 'John Milnor'
Subject: 2015 Professional Services Agreement - Need Rate Sheet

Hi John~

We are putting together our 2015 On-Call Professional Services Agreements. Can you send us a current rate sheet for 2015?

Any questions – let us know.

Thanks!



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-11
(To be used for *consultant services excluding engineers and architects*)

This Agreement made and entered into this **1st** day of **January, 2015**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **DGK Incorporated, DBA Widener & Associates** whose address is **10108 32nd Avenue W., Suite D, Everett, WA 98204-1302**, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **environmental services as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

[x] as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

[] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$25,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.

b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (\$1 million minimum) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. Choice of Law/Venue.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

DGK Incorporated,
DBA Widener & Associates

By: _____

Widener Associates
 City of Sedro-Woolley
 2015 Rates

EXHIBIT B

<u>Position</u>	<u>Direct Hourly Salary Cost</u>	<u>Overhead 110.00%</u>	<u>Fixed Fee 30%</u>	<u>Hourly Billing Rate</u>
Environmental Manager	\$64.00	\$70.40	\$21.12	\$155.52
Senior Biologist/Archaeologist	\$50.00	\$55.00	\$16.50	\$121.50
Biologist II	\$23.00	\$25.30	\$7.59	\$55.89
Biologist I	\$19.00	\$20.90	\$6.27	\$46.17



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-12
(To be used for consultant services excluding engineers and architects)

This Agreement made and entered into this **1st** day of **January, 2015**, by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **Katy Isaksen & Associates** whose address is **PO Box 30008, Seattle, WA 98113**, hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **Utility Financial Planning, Rate Studies, Fees & Connection Charges as assigned by task order** as requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

on or before _____

as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed
[] not later than _____
[] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**. The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed **\$10,000.00** without prior approval of the Director of Public Works/City Engineer.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

a) Material violation of this agreement.

b) Failure to maintain professional standards in the performance of services related to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification.

The Contractor shall indemnify, defend, and hold the City harmless from and against any claim, damages, losses, liability or expense arising out of its breach of contract or negligence.

The Contractor's duty to indemnify City shall not apply to liability for damages arising out of bodily injury to persons or damage caused to property caused by or resulting from the sole negligence of City or City's agents or employees.

The Contractor's duty to indemnify City for liability for damages arising out of bodily injury or damage to property caused by or resulting from the concurrent negligence of (a) City or City's agents or employees, (b) Contractor and Contractor's agents or employees, or (c) any third parties shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this AGREEMENT shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City, and not include, or extend to, any claims by Contractor's employees directly against Contractor.

The Contractor's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liabilities to which it applies, City's personnel-related costs, attorneys' fees, and all other costs whether or not taxable by statute or court rule.

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 million minimum**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the

work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 million minimum**) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. Choice of Law/Venue.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

Katy Isaksen & Associates

By: _____

EXHIBIT B

Katy Isaksen & Associates

Utility Financial Planning, Rate Studies, Fees & Connection Charges

PO Box 30008

Seattle, WA 98113

(206) 706-8893

Katy@kisaksenassociates.com

2015 Hourly Rates

Katy Isaksen \$118 per hour

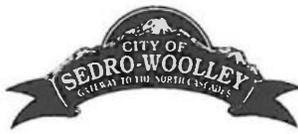
Associate \$105 per hour

Direct Expenses

Direct expenses at cost + 3%

Mileage at Federal Rate

Postage/Delivery – Charge for delivery other than standard US Postal Service



PROFESSIONAL SERVICES AGREEMENT No. 2015-PS-13
(To be used for engineering and architect services)

This Agreement made and entered into this **1st** day of **January, 2015** by and between the City of Sedro-Woolley, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City" and **SCADA & Controls Engineering Inc.** whose address is **2020 Maltby Road, Ste 7, PMB 170, Bothell, WA 98021** hereinafter referred to as the "Contractor".

WHEREAS, the City desires to engage the Contractor to perform certain duties relating to professional services, and

WHEREAS, the Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented and by entering into this Agreement now represents that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement:

1. Scope of Services.

The Contractor agrees to perform in a satisfactory and proper manner, as determined by the City, as **On Call Engineering Support Services related to the city's wastewater treatment plant and pump station SCADA systems as assigned by task order** that are requested by the City of Sedro-Woolley.

2. Relationship of Parties.

The Contractor, its subcontractors, agents and employees are independent Contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The contractor, subcontractors, agents, and employees shall not have the authority to bind City any way except as may be specifically provided herein.

The Contractor represents that it is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the contract of services, and that it maintains a principal place of business other than City's office that is eligible for a business deduction under IRS regulations, and that on the effective date of this agreement it assumes responsibility for filing, at the next applicable filing period, a schedule of expenses with the IRS for the services subject to this agreement, it has established all required tax accounts with state government agencies, has a Washington State Uniform Business Identifier number, and is maintaining a separate set of books and records reflecting all expenses and income items of its business.

3. Time of Performance.

The service of the Contractor is to commence

[] on or before _____

[X] as soon as practicable after the execution of this Agreement shall be undertaken so as to ensure its expeditious completion in light of the purpose of this Agreement.

The service of the Contractor is to be completed

- [] not later than _____
- [] pursuant to the schedule set forth on Attachment C, Schedule of Work.

4. Standard of Care.

Contractor shall exercise the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed.

5. Delays and Extensions of Time.

If either party is delayed at any time in the progress of providing services covered by this Agreement, by any causes beyond the party's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the other party.

6. Compensation and Schedule of Payments.

City shall pay the Contractor its hourly rates pursuant to the schedule set forth on **Exhibit B**.

The Contractor shall be paid monthly on the basis of invoices for compensation earned by the Contractor during the billing period, as agreed by the parties. Payment shall be made within ten (10) days after approval of the voucher by the City council.

Cost not to exceed \$ 25,000.00 without prior approval of the Director of Public Works.

7. Ownership of Records and Documents.

The written, graphic, mapped, photographic, or visual documents prepared by the Contractor under the scope of work of this Agreement are instruments of the Contractor's services for use by the City with respect to this project and, unless otherwise provided, shall be deemed the property of the City. The City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, duplicates of 35 mm slides, and copies in the form of computer files, for the City's use. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, drawings, images or other material prepared under this Agreement, provided that the Contractor shall have no liability for the use of the Contractor's work product outside of the scope of its intended purpose.

8. Termination.

The term of this agreement shall be from the date signed through **December 31, 2015**.

A. This agreement may be terminated by either party for reasonable cause, upon written notice to the other party. Reasonable cause shall include:

- a) Material violation of this agreement.
- b) Failure to maintain professional standards in the performance of services related

to this agreement.

B. This agreement may be terminated without cause upon thirty (30) days notice by either party.

C. Termination of this agreement shall not relieve either party of their obligations under this agreement which accrues prior to the date of termination, or which, by their nature, is intended to survive completed performance of the scope of work, including the obligation of the City to pay for competent services performed prior to the date of termination.

9. Evaluation and Compliance with the Law.

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations, including laws governing equal employment opportunity, and prevailing or area standard wage laws, if applicable.

10. Joinder in Arbitration Proceedings.

If the City and any third party agree to binding arbitration as the method of dispute resolution between them and their claims or any of them arise out of or are related to Contractor's services, Contractor agrees to be joined in such arbitration proceeding as a party and that the Arbitrator(s) decision therein shall be final and binding on Contractor and judgment may be entered upon it in any court having jurisdiction thereof.

11. City Business and Occupation License.

Prior to performing work under this Agreement, Contractor shall secure a City of Sedro-Woolley Business and Occupation License.

12. Indemnification / Hold Harmless.

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

13. Insurance.

The Contractor shall provide proof to the City that it **and its subcontractors** are insured under professional liability insurance policies covering the work within the scope of this agreement, in such form and amounts (**\$1 Million**) as are acceptable to the City.

The Contractor shall provide proof to the City that it is insured under **automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, and general **comprehensive** liability insurance covering the work within the scope of this agreement, in such form and with policy limits in such amounts (**\$1 Million**) as are acceptable to the City.

The Contractor agrees to name the City as an **additional insured** when obtaining liability insurance and to provide a **Certificate of Insurance** to this effect.

14. Employment Security.

The Contractor shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith.

15. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between the City and the Contractor and shall be incorporated in written amendments to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto which are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement or written amendment hereto.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Assignability.

This agreement is not assignable by either party, without written consent of the other party.

19. Notices.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

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Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Washington. Venue for any court proceeding arising under or related to this agreement shall be in Skagit County Superior Court.

21. Attorneys Fees.

The prevailing party in any litigation of any dispute arising out of this agreement shall be entitled to its actual attorneys fees incurred and all costs of such litigation (including expert witness fees) in addition to any costs otherwise taxable by statute or court rule.

22. Non-exclusive Agreement.

This agreement shall not prevent the City of Sedro-Woolley from entering into a contract with another person or firm for similar services.

23. MRSC Roster Registration.

The Contractor shall register or maintain registration on the MRSC Consultant Roster.

24. Washington State Department of Retirement Systems.

Have you retired under the 2008 early retirement factors? Yes No N/A

25. Debarment.

Contractor represents and agrees that it is not listed on any state or federal debarment list and further agrees that none of its sub-consultants are listed on any state or federal debarment list.

DATED this _____ day of _____, _____.

CITY OF SEDRO-WOOLLEY
A Washington municipal corporation

By: _____
Mayor

Attest:

Finance Director

Approved as to Form:

City Attorney

CONTRACTOR:

SCADA & Controls Engineering Inc.

By: _____



SCADA & Controls Engineering, Inc.
2020 Maltby Rd Ste 7 PMB170
Bothell, WA 98021

EXHIBIT B
PHONE (206) 354-1779
FAX (425) 806-5056
E-MAIL smith@scadace.com
WEB SITE www.scadace.com

Standard Labor Rates

The following is a list of hourly rates for specific services.

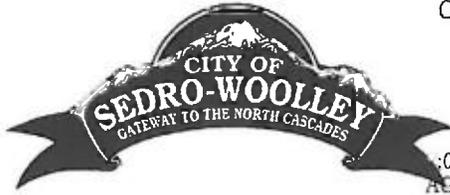
Registered Professional Engineer	\$165.00 per Hour
Senior Project Engineer	\$145.00 per Hour
Senior Software Programmer	\$145.00 per Hour
Junior Project Engineer	\$125.00 per Hour
Junior Software Programmer	\$125.00 per Hour
Control Panel Fabrication	\$85.00 per Hour
Auto-Cad Design & Drafting	\$75.00 per Hour
Administrative	\$65.00 per Hour

Services in excess of 12 hours per day, Monday through Friday, will be billed at 1.5 times the hourly rate. Saturdays, Sundays, and all business holidays will be billed at 2 times the hourly rate. Emergency services are billed at a minimum of four (4) hours. All travel time will be billed, portal to portal, at the hourly rate in effect on the day of travel.

General Terms and Conditions

Services will be billed via invoice, with service reports when requested. All vehicle travel will be charged by total mileage at the current IRS reimbursement rate for mileage. All other expenses, (hotel, airline, rental car, etc.), will be billed at documented cost. All invoices are Net 30 days.

Rates are valid for the period January 1, 2015 through December 31, 2015.



CITY COUNCIL AGENDA
REGULAR MEETING

DEC 23 2014

6:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 3

CITY OF SEDRO-WOOLLEY
Sedro-Woolley Municipal Building
325 Metcalf Street
Sedro-Woolley, WA 98284
Phone (360) 855-0771
Fax (360) 855-0733

Mark A. Freiberger, PE
Director of Public Works

MEMO TO: City Council and Mayor Anderson

FROM: Mark A. Freiberger, PE

RE: **Possible Contract Award
New Frontload Refuse Truck
Western Peterbilt Inc.**

DATE: December 17, 2014 (for Council action December 23, 2014)

RECOMMENDATION: The Public Works Department Solid Waste Division recommends that a contract in the amount of \$332,584.96 be awarded to Western Peterbilt Inc.. for one (1) New Frontload Refuse Truck. This award is done under the terms of the Agreement for Ride-On to the City of Tacoma Bid #ES14-0216F.

EXPLANATION: The 2015 ERR includes purchase of an automated refuse truck to replace Unit 509, the 2005 Autocar Front Loader refuse truck. This truck was purchased used. This truck is on the Equipment Replacement Fund for replacement in 2015 (10 year replacement cycle from original in service date), at a budgeted amount of \$309,000, based on 2011 purchase prices plus inflation of 2% per year. The actual price based on the current Tacoma bid specification is \$332,584.96, an increase of \$23,584.96.

The 2015 purchase will be made as a ride on under our Interlocal Agreement with the City of Tacoma and per terms of Tacoma's contract ES14-0216F with Western Peterbilt Inc. contract. Orders placed by December 31, 2014 with Western Peterbilt Inc. will realize a 3.5% cost savings which is their anticipated increase on all 2015 orders, a savings of approximately \$11,700. The contract also anticipates a chassis early pay discount of \$1,585. This contract represents the anticipated cost savings. Ordering the unit now will avoid the 2015 price increase, but the actual payment will be in 2015 after delivery of the unit, less the chassis prepayment. Estimated delivery is 120 days, or June 2015. The chassis prepayment is approximately 60 days, or March 2015.

FINANCIAL:

REVENUE – to June 2015

Account 501 ERR estimated Fund balance at 12/31/14	\$419,581
Additional Deposits planned for to June 2015 (\$51,447/mo)	\$308,680
Subtotal Revenue - through June 2014	\$728,261

ESTIMATED EXPENDITURES – to June 2015

Fleet Maintenance (\$4,340/mo)	\$ 26,040
This Acquisition	\$332,585

Other planned purchases (Street, Police)	\$175,000
Subtotal 2015 Expenditures through June 2014	\$533,625
Expected Ending Fund Balance through June 2014	\$194,636

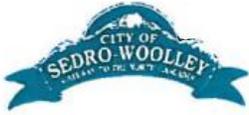
ANALYSIS:

Sufficient funds are currently available from the ERR for this acquisition. We anticipate additional scheduled deposits of \$308,680 for the period January – June 2015, leaving an expected fund balance of \$194,636 at the end of June 2015 after the proposed acquisition and other scheduled acquisitions and operations costs.

This purchase is included in the 2015 Budget at \$309,000. A budget amendment to the 2015 Budget will be required to reflect the price increase.

MOTION:

Move to award a contract in the amount of \$332,584.96 with Western Peterbilt, Inc. for one (1) new frontload refuse truck under the terms of the Agreement for Ride-On to the City of Tacoma Bid #ES14-0216F. Move to authorize our Director of Public Works, Mark A. Freiburger to sign a purchase order in the amount of \$332,584.96 with Western Peterbilt Inc.



**PURCHASE ORDER
CITY OF SEDRO-WOOLLEY**

Purchase Order No. 2014-PO-21

Product 2015 Peterbilt 320 Dual Drive RH Hand Standup Chassis and 2014 Wittke Starlight 40 cy Resi-Front Loader Body per City of Sedro-Woolley Specifications.

Vendor Name Western Peterbilt Inc.

Vendor Address 3801 Airport Way South, Seattle, WA 98108

Vendor Contact Stu fox Phone 206-624-7383 Email _____

Ship To City of Sedro-Woolley, 315 Sterling Street, Sedro-Woolley, WA 98284

Bill To City of Sedro-Woolley, 325 Metcalf Street, Sedro-Woolley, WA 98284

City Contact Leo Jacobs Phone 360-661-6449 Email ljacobs@ci.sedro-woolley.wa.us

City Department Solid Waste Budget (BARS) No. 594.37.64.501.501

DESCRIPTION OF PRODUCT

Per Attached Bid Extension Agreement for Ride on to the City of Tacoma Bid-Refuse Truck – Reference ES14-0216F

COMPENSATION

LUMP SUM – Compensation for the product will be on a Lump Sum price basis, not to exceed \$332,584.96 without written authorization.

Equipment and Selling Price Summary:

- 1 - 2015 Peterbilt 320 Dual Drive RH Hand Standup Chassis per the City of Sedro-Woolley specifications.
- 1 - 2014 Wittke Starlight 40 cubic yard Resi-Front Loader body per the City of Sedro-Woolley specifications.

Total: \$ 332,584.96 per attached quote (bid extension) dated December 8, 2014.

SCHEDULE The Vendor shall deliver the product and services as described above:

- By Estimated 120 days
- In accordance with the attached schedule.

APPROVED

CITY OF SEDRO-WOOLLEY

By: Mark A. Freiberger, PE, Director of Public Works

Signature _____

Date _____



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



December 8, 2014

Mr. Leo Jacobs
Sanitation Supervisor
City of Sedro-Woolley
315 Sterling Street
Sedro-Woolley, WA 98284

**REF: AGREEMENT FOR RIDE-ON TO THE CITY OF TACOMA
BID-REFUSE TRUCK –ES14-0216F.**

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Sedro-Woolley for the purchase of (1) one or more Residential Front Loader Refuse Trucks through a bid extension with the City of Tacoma, reference ES14-0216F. All conditions that applied to this bid will apply to this extension.

Following, please find the breakdown of the base prices and options:

-2015 Peterbilt 320 Dual Drive RH Hand Standup Chassis per the City of Sedro-Woolley specifications. Current list price \$ 197,279.00 minus 26.5% discount of \$52,278.94 for a total of \$ 145,000.00.	\$ 145,000.00
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-2014 Wittke Starlight 40 cubic yard Resi-Front Loader body per the City of Sedro-Woolley specifications. Current list of \$174,181.72 minus 7% discount of \$12,192.72 for a total of \$161,989 00.	\$ 161,989.00
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Sub Total Per Unit	\$ 306,989.00
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-Early pay discount for chassis-(chassis to be paid for upon arrival at AA Welding.	(\$ 1,585.00)
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Sub Total Per Unit	\$ 305,404.00
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Washington State Sales Tax (8.9%)	\$ 27,180.90
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Total	\$ 332,584.96 =====
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3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7293

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

Again, all other terms, prices, delivery quotations and all conditions will remain the same as this Tacoma bid. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.

Memorandum

CITY COUNCIL AGENDA
REGULAR MEETING

DEC 23 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 35

To: Mayor Anderson and City Council

From: Patsy Nelson *Patsy*

Date: 12/17/2014

Re: 2014 Budget Amendment #4

Issue: Should the Council adopt the attached ordinance which amends the 2014 budget?

	<u>Revenue</u>	<u>Expenditures</u>
<u>General Fund</u>		
<i>(Increased Jail pass-through sales tax, change in admin fees due to new utility cost allocation plan, increased election costs, unanticipated IT costs and change in BARS classification for Police support staff)</i>		
313.15.00.001 001 Sales Tax – Jail	60,000	
397.00.00.104 001 Drug Fund Transfer	1,760	
397.00.00.401 001 Sewer Admin Transfer	33,425	
397.00.00.412 001 Solid Waste Admin Transfer	-10,775	
397.00.00.425 001 Stormwater Admin Transfer	24,665	
514.40.51.000 001 Election Costs		6,000
518.80.49.000 001 Software Maint & Support		5,000
594.18.64.001 001 Network Hardware		5,000
521.10.11.000 001 Salaries Police Support		21,000
521.10.21.001 001 Industrial Insurance		550
521.10.22.001 001 Social Security		4,400
521.10.23.001 001 PERS Retirement		5,500
521.10.25.001 001 Medical/Dental/Vision		14,500
521.20.11.000 001 Salaries Police Commissioned		-21,000
521.20.21.001 001 Industrial Insurance		-550
521.20.22.001 001 Social Security		-4,400
521.20.23.001 001 LEOFF & PERS Retirement		-5,500
521.20.25.001 001 Medical/Dental/Vision		-14,500
523.60.51.021 001 Jail Sales Tax Pass Through 2/10	60,000	
508.80.00.001 001 Ending Cash & Investments		33,075

	<u>Revenue</u>	<u>Expenditures</u>
<u>Arterial Streets</u>		
<i>(Additonal costs and reimbursement primarily from local governments and increase in interfund loan for cash flow purpose.)</i>		
334.03.60.000 104 SRTS SR9 Lucas to Park Cottages	4,201	
334.03.80.008 104 TIB SR20/Cook Rd Realign	115,560	
344.10.00.000 104 Construction Charges	217,753	
345.84.00.000 104 Special Impact Fees	6,000	
381.10.02.000 104 Loan from Sewer	130,500	
581.00.00.000 104 Loan Repayment to Sewer		151,450
595.30.63.031 104 Construction Third St Overlay PUD		173,295
595.30.63.080 104 Construction SR20/Cook Realign TIB		79,861
595.30.63.081 104 Construction SR20/Cook Realign PUD		64,065
595.61.63.001 104 Construction SR9 Lucas to Park Cottages		5,343
<u>Library Fund</u>		
<i>(Skagit County Grant)</i>		
347.20.10.000 105 Local Government User Fees	8,848	
594.72.64.001 105 Books (Skagit County)		8,848
<u>Special Investigation Fund</u>		
<i>(Increased costs for seizure of real estate)</i>		
369.30.00.000 109 Evidence Confiscations	1,950	
594.21.62.000 109 Seizure – Real Property		8,300
597.00.00.001 109 Seizure – Real Property General Fund		1,760
597.00.01.101 109 Seizure – Real Property Park Fund		101
508.80.00.109 109 Ending Cash & Investments		-8,211
<u>Sewer Operations Fund</u>		
<i>(Change in cost allocation plan)</i>		
597.00.04.401 401 General Fund Administration Fee		33,425
508.80.00.401 401 Ending Cash & Investments		-33,425
<u>Sewer Capital Projects Reserve</u>		
<i>(Increase interfund loan for cash flow purposes)</i>		
381.20.10.040 410 Loan Repayment from Arterial Streets	151,450	
581.10.00.000 410 Loan to Arterial Streets		130,500
508.10.00.410 410 Ending Cash & Investments		20,950
<u>Solid Waste Operations Fund</u>		
<i>(Change in cost allocation plan)</i>		
597.00.00.412 412 General Fund Administration Fee		-10,775
508.00.00.412 412 Ending Cash & Investments		10,775

Revenue Expenditures

Stormwater Operations Fund

(Change in cost allocation plan)

597.00.00.425	425	General Fund Administration Fee	24,665
508.00.00.425	425	Ending Cash & Investments	-24,665

ERR/Fleet Fund

(Increased costs for public safety vehicles)

548.30.31.000	501	Operating Supplies	2,000
594.21.64.501	501	Vehicles – Public Safety	27,250
508.80.00.501	501	Ending Cash & Investments	-29,250

Recommendation: Approve Ordinance # _____ -14 an Ordinance amending Ordinance No. 1783-13 entitled, “An Ordinance adopting the Annual Budget for the City of Sedro-Woolley, Washington, for the fiscal year ending December 31, 2014.”

ORDINANCE NO. -14

AN ORDINANCE AMENDING ORDINANCE 1783-13 ADOPTING THE ANNUAL BUDGET FOR THE CITY OF SEDRO-WOOLLEY, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014

WHEREAS, the Sedro-Woolley City Council has determined that it is in the best interest of the City to amend the 2014 Budget.

NOW, THEREFORE, the City Council of the City of Sedro-Woolley do ordain as follows:

Section 1. The 2014 Budget, adopted by Ordinance 1783-13, and passed by the City Council on November 26, 2013 and is hereby amended as set forth in this Ordinance.

Section 2. Estimated resources, including fund balances or working capital from each separate fund of the City of Sedro-Woolley, and aggregate totals for all such funds combined, for the year 2014 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2014 as set forth below:

FUND:	AMOUNT:
001 GENERAL FUND	5,400,515
101 PARKS FUND	721,552
102 CEMETERY FUND	177,370
103 STREET FUND	853,663
104 ARTERIAL STREET FUND	3,815,153
105 LIBRARY FUND	345,095
106 CEMETERY ENDOWMENT FUND	124,346
107 PARKS RESERVE FUND	15,651
108 LODGING TAX FUND	43,087
109 SPECIAL INVESTIGATIONS FUND	27,208
111 DOG FUND	1,587
112 CODE ENFORCEMENT FUND	29,082
113 PATHS AND TRAILS FUND	41,663
205 G/O BOND REDEMPTION FUND 2008	238,772
206 G/O BOND 2008 RESERVE FUND	150,000
230 G/O BOND 1996 REDEMPTION FUND	277,376
302 CAPITAL PROJECTS RESERVE FUND	307,418
303 BUILDING MAINTENANCE RESERVE FUND	246,880

310 POLICE MITIGATION RESERVE FUND	11,672
311 PARKS IMPACT FEE RESERVE FUND	31,361
312 FIRE IMPACT FEE RESERVE FUND	7,124
401 SEWER OPERATIONS FUND	3,716,423
402 SEWER OPERATIONS RESERVE FUND	769,675
407 98 SEWER REV BOND REDEPTION FUND	822,141
410 SEWER FACILITES RESERVE FUND	2,900,292
411 98 SEWER REV BOND RESERVE FUND	376,482
412 SOLID WASTE OPERATIONS FUND	1,952,924
413 SOLID WASTE RESERVE FUND	260,516
425 STORMWATER OPERATIONS FUND	639,440
426 STORMWATER RESERVE FUND	148,392
501 EQUIPMENT REPLACEMENT FUND	674,876
621 SUSPENSE (SWSD)	41,950
 TOTAL ALL FUNDS	 25,169,686

Section 3. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR THIS 23RD DAY OF DECEMBER, 2014.

Mike Anderson, Mayor

ATTEST:

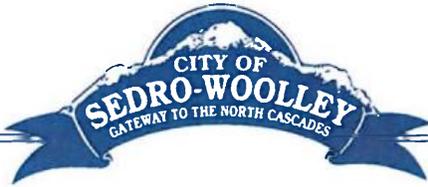
APPROVED AS TO FORM:

Finance Director

City Attorney

DEC 23 2014

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. 4



SUBJECT: PUBLIC COMMENT

Name:
Address:
Narrative:

