

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: C-11
DATE: February 12, 2009
SUBJECT: Shockey Brent - Second Amendment to Service Agreement
CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is to authorize the Mayor to sign the Second Addendum to the Service Agreement with Shockey Brent.

The Second Addendum changes the payment plan authorized by the City Council in April 2008 and provides for payment in full by June 1, 2009. In exchange for early payment, Shockey Brent is offering the City a 5% discount on the balance as of May 1, 2009.

STAFF RECOMMENDATION:

Authorize the Mayor to sign the Second Addendum (Attachment A) to the Service Agreement with Shockey Brent.

SUMMARY:

Reid Shockey contacted the City to inquire if the City could pay the current balance owing of \$50,000 as of February 1, 2009. In exchange for early payment, Shockey Brent would discount the remaining bill by 10%.

The City does not receive its property tax revenues until after April 30, 2009. City staff are reluctant to commit to payment in full until after the City has received its property tax disbursements. City staff and Shockey Brent negotiated paying the balance in full as of June 1, 2009 in exchange for a 5% discount on the balance of \$35,000.

The City shall make the following payments toward the remaining balance of fifty thousand dollars (\$50,000) effective February 1, 2009:

February 2009	\$5,000
March 2009	\$5,000
April 2009	\$5,000
May 2009	\$35,000 Less 5% discount <\$1,750>
Total final payment in May of \$33,250	

FISCAL IMPACT:

The City negotiated a payment plan in 2008 when expenses for work on the Comprehensive Plan exceeded the City's ability to pay. Shockey Brent agreed to a payment plan of \$5,000 per month to accommodate the City's fiscal constraints.

City staff understand the economic reality consulting firms are facing as the region continues to anticipate an economic recovery. Assisting the firm by paying off the balance early may ensure Shockey Brent can continue to employ its staff through 2008 and meet its own financial obligations.

In addition, the City receives a modest discount on the balance owing. These funds can be obligated towards other unanticipated expenses such as the review of the PUD preliminary license plan approved by Council in January.

ALTERNATIVES:

1. Discuss the staff recommendation, determine the City has the ability to change the payment plan, accept a 5% discount on the balance owing and make the final payment of \$33,250 in May 2009. Authorize the Mayor to sign the Second Addendum to the Service Agreement with Shockey Brent.
2. Discuss the staff recommendation. Determine the City **does not have** the financial ability to change the payment plan and make a final payment of \$33,250 in May 2009. Do not authorize the Mayor to sign the Second Addendum.
3. Discuss the staff recommendation and identify any areas of concern. Direct staff as necessary to meet the Council's desired outcome(s).

RECOMMENDED ACTION:

Authorize the Mayor to sign the Second Addendum (Attachment A) to the Service Agreement with Shockey Brent.

ATTACHMENT

- A - Second Addendum to the Service Agreement with Shockey Brent
- B - First Addendum to the Service Agreement
- C - Service Agreement with Shockey Brent

**SECOND ADDENDUM
BY AND BETWEEN THE CITY OF SULTAN AND
SHOCKEY BRENT, INC.**

THIS SECOND ADDENDUM, is made on this 12th day of February, 2009, by and between the City of Sultan (hereinafter referred to as “City”), a Washington Municipal corporation, and Shockey Brent (hereinafter referred to as “Service Provider”) doing business at 2716 Colby Avenue, Everett, WA 98201.

WHEREAS, on December 1, 2007, the City and the Service Provider entered into that certain Agreement for Services (“Agreement”) for the provision of planning services to achieve a compliant Comprehensive Plan; and

WHEREAS, on April 14, 2008, the City and the Service Provider entered into the First Addendum to the Agreement for Services to allow the City to pay a minimum payment of five thousand dollars (\$5,000.00) per month beginning January 1, 2008 for the services described in the Agreement; and

WHEREAS, on November 10, 2008 the Central Puget Sound Growth Management Hearings Board found the City’s Comprehensive Plan compliant with the Growth Management Act; and

WHEREAS, the City has been making minimum payments on the unpaid balance as required by the Agreement and has been reducing the balance as required; and

WHEREAS, the Service Provider has offered the City a five percent (5%) discount on the remaining balance of as of May 1, 2009 if the balance would be paid in full by June 1, 2009;

WHEREAS, the City and Service Provider agree to amend the Agreement to provide for payment in full by June 1, 2009 in exchange for a five percent discount;

NOW THEREFORE, IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Payment

Section 2 Payment of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- A. The City shall pay Service Provider at the hourly rate set forth in **Attachment B** of the Agreement, but not more than a total of one hundred and sixteen thousand five hundred dollars (\$116,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
- B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

C. Minimum Payment Required. The City shall make the following payments toward the remaining balance of fifty thousand dollars (\$50,000) effective February 1, 2009:

February 2009 \$5,000
March 2009 \$5,000
April 2009 \$5,000
May 2009 \$35,000 Less 5% discount <\$1,750>
Total final payment in May of \$33,250

D. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

Section 2. Effect of Addendum. This Second Addendum is in addition to the First Addendum and Agreement. Except as otherwise provided herein, the provisions of this Second Addendum modify, but do not supersede the provisions of the First Addendum and Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Second Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Second Addendum to be signed and executed this 15th day of February, 2009.

CITY OF SULTAN:

SERVICE PROVIDER:

By: _____
Mayor Carolyn Eslick

By: Reid Shockey
Title: _____
Taxpayer I D Number: _____
Address: _____
Phone: _____

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Office of the City Attorney

**FIRST ADDENDUM
BY AND BETWEEN THE CITY OF SULTAN AND
SHOCKEY BRENT, INC.**

THIS First ADDENDUM, is made on this 15th day of April, by and between the City of Sultan (hereinafter referred to as “City”), a Washington Municipal corporation, and Shockey Brent (hereinafter referred to as “Service Provider”) doing business at 2716 Colby Avenue, Everett, WA 98201.

WHEREAS, on December 1, 2007, the City and the Service Provider entered into that certain Agreement for Services (“Agreement”) for the provision of planning services, and

WHEREAS, the City and Service Provider agree to amend the Agreement to provide for a minimum monthly payment in recognition of the City’s financial constraints and the Service Provider’s desire to continue providing services to the City; **NOW THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Payment

Section 2 Payment of the Agreement is hereby revised to provide in its entirety as follows:

2. Payment.

- E. The City shall pay Service Provider at the hourly rate set forth in **Attachment B** of the Agreement, but not more than a total of one hundred and sixteen thousand five hundred dollars (\$116,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
- F. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
- G. Minimum Payment Required. In recognition of the City’s financial constraints, the City shall make a minimum payment of five thousand dollars (\$5,000) per month beginning January 1, 2008 for the services described in this Agreement. Each month the City will be required to make the minimum payment toward the balance that is shown on the monthly billing statement. The balance represents services provided or charges incurred by the City less payments or credits made during the previous billing period.

The City agrees, when the Scope of Work is complete or this Agreement is otherwise terminated, to pay Service Provider the then unpaid balance in up to twelve consecutive monthly installments in substantially equal amounts sufficient to pay the balance in full. If the minimum monthly payment indicated in Section 2(C) does not serve to pay the outstanding balance in a maximum of twelve monthly installments, the minimum monthly payment will be adjusted upward to the lowest minimum monthly payment that results in payment in full within twelve months. If the minimum monthly payment indicated in Section 2 (C) shall serve to fully pay the outstanding

balance in less than twelve monthly installments, Service Provider shall not be required to lower the minimum monthly payments.

H. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

Section 2. Effect of Addendum. This 1st Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this 1st Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this 1st Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this 1st day of April, 2008.

CITY OF SULTAN:

SERVICE PROVIDER:

By: _____
Mayor Carolyn Eslick

By: _____
Title: _____
Taxpayer I D Number: _____
Address: _____
Phone: _____

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Office of the City Attorney

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
SHOCKEY BRENT**

THIS AGREEMENT, is made this 1st day of December, 2007, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Shockey Brent (hereinafter referred to as "Service Provider"), doing business at 2716 Colby Avenue, Everett, WA 98201.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of planning services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

- 1. Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
- 2. Payment.**
 - I. The City shall pay Service Provider at the hourly rates set forth in Attachment B, but not more than a total of one hundred and sixteen thousand five hundred dollars (\$116,500) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - J. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.
 - K. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.
- 3. Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment

insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** 2008 Capital Facilities Plan and Comprehensive Plan Update
5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before December 31, 2008.
6. **Termination.**
 - A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.
7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider 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 in connection with the 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 Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and

expressly understood that the indemnification provided herein constitutes the Service Provider'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.

9. Insurance. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Service Provider shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **Verification of Coverage.** Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.
 - F. **Subcontractors.** Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
 11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
 12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
 13. **Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

- 14. Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
- 15. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
- 16. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 17. Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
- 18. Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Benjamin Tolson, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

ATTACHMENT A

SCOPE OF WORK City of Sultan Capital Facilities Plan and Comprehensive Plan Update

OBJECTIVES AND SCOPE-OF-WORK

The City of Sultan (City/CLIENT) has been working since 2005 to address issues raised by the Central Puget Sound Growth Management Hearings Board concerning the 2004 update of its comprehensive plan. Many issues have been resolved; however, several issues related to capital facilities planning remain. Generally, these involve documenting the need for sewer, water, storm water, parks, and transportation infrastructure to serve a projected 2025 population of 11,119 within the current Urban Growth Area boundaries.

The City must also document how it intends to finance or otherwise provide for the development of infrastructure concurrent with development. The Hearings Board has found the City's Capital Facilities Plan and Comprehensive Plan non-compliant with the Growth Management Act.

The City completed draft revisions to its Comprehensive Plan in September 2007. Upon conclusion of a public comment period on October 15, 2007, the City is completing its revisions. It intends to address issues regarding the Capital Facilities Plan, capital facilities element, utilities element and transportation element as part of this process.

The following scope-of-work has been designed to achieve a compliant Comprehensive Plan meeting the mandates of the Growth Management Hearings Board.

The CONSULTANT agrees to perform certain consulting, planning studies, and/or advisory services for the CLIENT. These tasks are outlined as follows and would be conducted concurrent with each other as directed by the CLIENT:

Task 1: Needs Assessment

Budget: \$ 8,700.00

All existing Capital Facilities Plans will be reviewed to determine if they contain an adequate "needs assessment" for the public facilities. CONSULTANT will assess the following plans for consistency with elements of the 2007 Comprehensive Plan update, including a Needs Assessment meeting the requirements of the Growth Management Act and the Growth Hearings Board Final Decision and Order:

- ◆ Water Systems Plan
- ◆ Sewer Systems Plan
- ◆ Surface Water Management Utility
- ◆ Transportation Plan

A Draft Needs Assessment will be completed. It will include notations of areas of further analysis necessary to meet the requirements of the Growth Hearings Board Final Decision and Orders in Fallgatter V, VIII and IX; McVittie v. Snohomish County (Case No. 99-3-0016c) and KCRP VI v. Kitsap County (CPSGMHB No. 06-3-007).

Task 2: Level-of-Service (LOS)

Budget: \$11,250.00

As each new or revised public facilities element (roads, sewer, water, parks, surface water) is prepared and for purposes of documenting the Needs Assessment, LOS will be established or revised. LOS standards will be developed for:

- Transportation level-of-service, currently at LOS B, will be analyzed at LOS C and LOS D to determine the incremental effects of each on congestion and cost. CONSULTANT will assist Perteet Inc. to incorporate its findings into the Comprehensive Plan document.
- The Parks and Recreation element of the Comprehensive Plan currently has an LOS of 42.6 acres/1,000 residents. CONSULTANT will develop and evaluate two alternate levels-of-service including an LOS based on park facilities rather than acres/1,000 population for the City to consider including project cost estimates. Dugan Planning Services will analyze the fiscal capacity of the City to support the alternatives. CONSULTANT will incorporate findings into the Capital Facilities Plan.
- Levels-of-service for Sewer Facilities will be evaluated in terms of needed treatment capacity and utility extensions necessary to serve the UGA. Policies for extension of sewer services to unserved areas will be developed by CONSULTANT for the City's consideration.
- Levels-of-service for Water Facilities will be evaluated in terms of needed supply, fire flow and water pressure to serve the 2025 population and land use.
- Police Facilities will be evaluated in terms of office space needs, and for the number of uniformed officers. CONSULTANT will develop and evaluate up to three alternative levels-of-service as determined by the City Council. Dugan Planning Services will analyze the fiscal capacity of the City to support the alternatives.

Task 3: Capital Facilities Plan Reconciliation

Budget: \$ 6,750.00

Existing Capital Facilities Plans are being reviewed and integrated by Dugan Planning Services (“Dugan”). Dugan is charged with outlining: a) a detailed capital investment strategy for the first six years; and b) a more general strategy for subsequent years through 2025. The work by Dugan will form the basis for an updated Capital Facilities Plan and will be incorporated into the Comprehensive Plan. CONSULTANT will work with Dugan to ensure consistency with other elements of the Comprehensive Plan, the Needs Assessment, level-of-service analysis, etc.

Task 4: Surface Water Improvement Plan

Budget: \$5,290.00

The City is in the process of creating a Surface Water Utility (see Task 11). Specific surface water improvements are unknown at this point. A Surface Water Management Plan has been budgeted for 2008 and will document need and both short- and long-term capital improvements. CONSULTANT will work with Perteet Engineering to identify existing storm water facilities, level-of-service alternatives and financing strategies. CONSULTANT will confer with storm water experts at Perteet, Inc. as needed to confirm the accuracy of the discussion. The City will negotiate a separate services contract with Perteet for this work.

Task 5: Capital Facility Plan Adjustments

Budget: \$ 6,000.00

The land use and other elements of the Comprehensive Plan will be reassessed and City funding sources will be adjusted, wherever indicated, so that the City can build and pay for facilities serving

the 2025 goals of the Plan. CONSULTANT will assist Dugan in any modifications or updates to Capital Facilities Plans as necessary to reflect current and accurate information.

Task 6: Comprehensive Plan Adjustments

Budget: \$13,450.00

Relevant sections of the Comprehensive Plan (land use, economic development, parks, etc.) will be adjusted to relate updated needs assessment and capital facilities information to the other portions of the Plan (land use, population, parks, etc.) CONSULTANT will determine components of those plans that may require adjustment or amendment to achieve consistency with the Comprehensive Plan and its updated information. CONSULTANT will coordinate with Dugan and authors of various plans as necessary to confirm the validity of adjustments to the respective plan sections.

Task 7: Unserved Areas

Budget: \$ 5,925.00

The General Sewer Plan and the Water System Plan will be revised to provide a mechanism to provide service to un-served areas in existing developed areas in the City. Policies will be drafted as warranted to the Capital Facilities Plan and the Comprehensive Plan. Code language will be drafted as warranted. CONSULTANT will work with Sewer and Water engineers as needed to identify existing facilities, level-of-service alternatives and financing strategies. CONSULTANT will confer with sewer and water experts as needed to confirm the accuracy of the discussion. The City will negotiate a separate services contract for the technical engineering work.

Task 8: Graphics Update

Budget: \$ 5,600.00

Maps and graphics will be reviewed and modified to reconcile conflicts between maps and plans contained in existing Capital Facility Plans (e.g. water and sewer). Maps will be updated to reflect changes in the Comprehensive Plan. CONSULTANT will amend maps as necessary to depict the City's Capital Facilities Plan and policies; project phasing; public verses private responsibilities, etc.

Task 9: Code Updates

Budget: \$ 6,900.00

Local codes will be amended to implement the Plan in accordance with WAC 365-195-805. CONSULTANT will develop resolutions or ordinances for review and adoption by the City, implementing changes to the referenced plans coincident with adoption of the Comprehensive Plan.

Task 10: Public Participation

Budget: \$23,410.00

CONSULTANT will participate in meetings of a proposed Advisory Committee. CONSULTANT will support City Staff in preparation for these meetings as directed, but the principal role of the CONSULTANT will be to attend said meetings and participate in discussions.

This task is anticipated to consist of at least one meeting with City Staff and the planning team of two hours per month. Participation and presentations as may be required to be made to various City policy bodies, including one meeting per month of two hours each for a working committee, the Planning Board and City Council. CONSULTANT will participate in four Community Workshops to present policy issues and work product.

Task 11: Supplemental EIS or EIS Addendum

Budget: \$19,690.00

CONSULTANT will prepare a Supplemental Environmental Impact Statement or EIS Addendum consistent with the State Environmental Policy Act (SEPA) and applicable rules (WAC 197-11) for

review of Capital Facilities Plan revisions. Task may involve completion of the current SEPA review for the Comprehensive Plan with recirculation of draft Plan for additional public comment.

Task 12: Surface Water Utility

Budget: \$ 3,300.00

CONSULTANT will work with the City Staff to develop an implementing ordinance creating a Surface Water Utility. Information from previous Tasks 1-11 will be incorporated into the effort to ensure consistency.

This Scope-of-Work does not include the following:

- Application filing fees and mitigation fees.
- Preliminary or final engineering design.
- Wetland analysis, Critical Areas Report (CAR), mitigation plan and wetland monitoring.
- Surveying, traffic analysis, or work performed by other consultants.
- Appeals or court appearances beyond the jurisdiction of the City of Sultan Council.
- Permits requiring State or federal approval unless otherwise identified within the previous scope-of-work.
- Mailing, posting and/or publication costs associated with issuance of SEPA, public notices, etc.

ATTACHMENT B

FEE SCHEDULE

Task 1: Needs Assessment

	Hours	Rate	Cost
Principal	40	\$150	\$6,000
Planner	30	\$90	\$2,700
CADD Design		\$85	
Clerical	5	\$50	\$
	Total		\$8,700
Direct Expenses			
Shockey/Brent Total			\$8,700

Task 2: Level of Service			
	Hours	Rate	Cost
Principal	60	\$150	\$9,000
Planner	25	\$90	\$2,250
CADD Design		\$85	
Clerical	5	\$50	\$
	Total		\$11,250
Direct Expenses			
Shockey/Brent Total			\$11,250

Task 3: Capital Facilities Plan Reconciliation			
	Hours	Rate	Cost
Principal	30	\$150	\$4,500
Planner	25	\$90	\$2,250
CADD Design		\$85	
Clerical	5	\$50	\$
	Total		\$6,750
Direct Expenses			
Shockey/Brent Total			\$6,750

Task 4: Surface Water Improvement Plan			
		Hours	Rate Cost
Principal		30	\$150 \$4,500
Planner		5	\$90 \$450
CADD Design		4	\$85 \$340
Clerical		5	\$50 \$ -
		Total	\$5,290
Direct Expenses			
		Shockey/Brent Total	\$5,290

Task 5: Capital Facility Plan Adjustments			
		Hours	Rate Cost
Principal		25	\$150 \$3,750
Planner		25	\$90 \$2,250
CADD Design			\$85
Clerical		5	\$50 \$ -
		Total	\$6,000
Direct Expenses			
		Shockey/Brent Total	\$6,000

Task 6: Comprehensive Plan Adjustments			
		Hours	Rate Cost
Principal		60	\$150 \$9,000
Planner		40	\$90 \$3,600
CADD Design		10	\$85 \$850
Clerical		20	\$50 \$ -
		Total	\$13,450
Direct Expenses			
		Shockey/Brent Total	\$13,450

Task 7: Unserved Areas			
	Hours	Rate	Cost
Principal	25	\$150	\$3,750
Planner	10	\$90	\$900
CADD Design	15	\$85	\$1,275
Clerical	5	\$50	\$
	Total		\$5,925
Direct Expenses			
Shockey/Brent Total			\$5,925

Task 8: Graphics Update			
	Hours	Rate	Cost
Principal	5	\$150	\$750
Planner	5	\$90	\$450
CADD Design	40	\$85	\$3,400
Clerical		\$50	
	Total		\$4,600
Direct Expenses			\$1,000
Shockey/Brent Total			\$5,600

Task 9: Code Updates			
	Hours	Rate	Cost
Principal	40	\$150	\$6,000
Planner	10	\$90	\$900
CADD Design		\$85	
Clerical	20	\$50	\$
	Total		\$6,900
Direct Expenses			
Shockey/Brent Total			\$6,900

Task 10: Public Participation			
	Hours	Rate	Cost
Principal	136	\$150	\$20,400
Planner	24	\$90	\$2,160
CADD Design	10	\$85	\$850
Clerical		\$50	
	Total		\$23,410
Direct Expenses			
	Shockey/Brent Total		\$23,410

Task 11: Supplemental EIS/Addendum			
	Hours	Rate	Cost
Principal	60	\$150	\$9,000
Planner	80	\$90	\$7,200
CADD Design	20	\$85	\$1,700
Clerical	30	\$50	\$ -
	Total		\$17,900
Direct Expenses			\$1,790
	Shockey/Brent Total		\$19,690

Task 12: Surface Water Utility			
	Hours	Rate	Cost
Principal	20	\$150	\$3,000
Planner		\$90	
CADD Design		\$85	
Clerical	20	\$50	\$ -
	Total		\$3,000
Direct Expenses			\$300
	Shockey/Brent Total		\$3,300

Total			
	Hours	Rate	Cost
Principal	531	\$150	\$79,650
Planner	279	\$90	\$25,110
CADD Design	99	\$85	\$8,415
Clerical	120	\$50	\$ -
Total			\$113,175
Direct Expenses			3,090
Publication			At Cost
Shockey/Brent Total			\$116,265