

# SULTAN CITY COUNCIL

## AGENDA ITEM COVER SHEET

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**ITEM NUMBER:** Discussion D 2

**DATE:** August 13, 2009

**SUBJECT:** Property Acquisition  
Certified Land Services Corporation – Professional Services  
Contract for Property Acquisition Services

**CONTACT PERSON:** Laura Koenig, Clerk/Deputy Finance Director

**ISSUE:**

The issue before the Council is to discuss potential funding sources to acquire property adjacent to the Wastewater Treatment Plant and to negotiate a contract with Certified Land Services to provide an appraisal and acquisition services.

**SUMMARY:**

The owners of property adjacent to the Wastewater Treatment Plant have offered to sell the parcel to the city. The parcel would provide additional access to the WWTP and provide land for future expansion.

The City has completed a title search on the property and the Council requested an independent appraisal of property.

At the July 23, 2009 Council meeting the Council requested staff provide information on potential funding sources for the property acquisition prior to the completion of the appraisal.

Staff has identified the following fund source alternatives:

- 1) The City could use reserve funds for the purchase. The CR Sewer Utility fund has \$358,000 available. This is not a preferred option as it would deplete the reserve funds that are needed to move forward with the WWTP expansion.
- 2) The City could enter into a multi-year contract with the property owner for the purchase. This would need to be at least a five year (5) contract with interest rates comparable to the Local Options program.
- 3) The City could make application to the State of Washington Local Options program to fund the purchase. The term of the loan is 5 to 20 years and the current interest rates are 3.30% to 5.26% depending on the term. (Attachment A).

**FISCAL IMPACT:**

The cost for Certified Land Services Corporation services will not exceed \$4,000. The purchase price of the property has not been determined.

**STAFF RECOMMENDED:**

Direct staff to work with the Local Options program to determine if the City is eligible for funding and authorize the Mayor to sign a Professional Services Contract with Certified Land Services Corporation for Property and Right-of-Way acquisition not to exceed \$4,000.

**Attachments:**

- A. Local Options Program Information
- B. Contract - Certified Land Services Corporation

# Checklist for Financing



## Real Estate

Booklet and forms in Word format are available at website: [www.tre.wa.gov](http://www.tre.wa.gov)

- 1) Notify County Treasurer, if applicable.....
- 2) Submit **Notice of Intent with Real Estate Worksheet** .....
- 3) Receive acknowledgment of Notice of Intent.....
- 4) Complete **Credit Form** .....
- 5) Receive credit approval .....
- 6) Provide the following signed documents prior to the cut-off date:
  - Reimbursement Resolution** .....
  - Authorizing Resolution** or, for cities, **Ordinance – Real Prop.** .....
  - Certificate of Authorizing Resolution or Ordinance** .....
  - Certificate Designating Authorized Agency Representatives** .....
  - Local Agency Financing Lease - Real Property** .....
  - Site Lease – Real Property** .....
  - Opinion of Local Agency Counsel – Real Property** .....
  - Tax Certificate** .....
  - Evidence of Incumbency** .....
- 7) Provide the following items: 
  - Evidence of property insurance (fire insurance in amount of financing or guaranteed replacement and proof of \$1million in liability coverage).....
  - Copy of current title insurance policy .....
  - Copy of construction contract, if construction .....
  - Copy of current loan documents, if a refinance .....
  - Proof of items paid for (i.e. cancelled warrants), if a reimbursement .....

**Remember: All completed documentation must be provided to the Office of the State Treasurer by the cutoff date to be included in the next financing.**

Contact: Noah Crocker, Lease/Purchase Specialist – Real Estate, 360-902-9020, [Noah@tre.wa.gov](mailto:Noah@tre.wa.gov)

## ***Recent LOCAL Lease/Purchase Interest Rates***

*All financing costs are included in Interest Rates... there are no additional financing costs.*

### ***Real Estate Only***

<i>Term</i>	<i>2/11/09</i>	<i>6/24/09</i>
5 years	3.30	
10 years		4.47
15 years	4.51	
20 years	5.12	5.26

These historic rates do not indicate what future issue rates will be. Actual interest rates are determined by the competitive bids received on the date of sale.

Maximum term is determined by OFM's Useful Life Table at:

<http://www.ofm.wa.gov/policy/30.50.htm>

For additional information please contact:

Wendy Kancianich, Lease/Purchase Specialist, (360) 902-9022 or [WendyK@tre.wa.gov](mailto:WendyK@tre.wa.gov)

Noah Crocker, Lease/Purchase Specialist, (360) 902-9020 or [Noah@tre.wa.gov](mailto:Noah@tre.wa.gov)

Pam Johnson, Lease/Purchase Specialist, (360) 902-9021 or [Pam@tre.wa.gov](mailto:Pam@tre.wa.gov)

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**Notice of Intent**

State of Washington LOCAL(Local Option Capital Asset Lending)

**Local Government Information**

County: \_\_\_\_\_  
Legal Name: \_\_\_\_\_ MCAG No.: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Would you prefer to receive financing documents (check one):  Already have financing documents  
 MS Word 6.0 by e-mail  3.5" disk - Word 97 by U.S. mail  Hard copy by U.S. mail

**Property (Real Estate or Equipment)**

Property description (include quantity, if applicable): \_\_\_\_\_  
Total cost: \$ \_\_\_\_\_ Maximum amount to finance: \$ \_\_\_\_\_  
Finance term: \_\_\_\_\_ Useful life: \_\_\_\_\_ Desired financing date: \_\_\_\_\_  
Purpose of property (Please be specific and include dept. of use): \_\_\_\_\_

If real estate, the Real Estate Worksheet:  Is attached  Will be provided by (date) \_\_\_\_\_

If equipment, will the property purchase price be paid with:  program proceeds or  general funds to be reimbursed from program proceeds? If general funds are to be used, include a copy of the local agency's reimbursement resolution with the financing documents.

**Security Pledge**

Voted general obligation of local government..  Non-voted general obligation of local government

**Other Information**

Approximate population: \_\_\_\_\_ (not required for cities and counties).

If any of the following apply, please provide a complete discussion on a separate page:

- Yes  No Does the local government use registered warrants, interfund loans or other cash flow borrowing?
- Yes  No Is the local government a party to significant litigation?
- Yes  No Is this a reimbursement? If yes, date funds spent \_\_\_\_\_

We are not required to submit the Credit Form because \_\_\_\_\_

Does local government have a bond rating?  Yes  No Bond rating(s): \_\_\_\_\_  
(attach rating agency letter)

By executing this Notice of Intent, the local agency acknowledges, agrees to and accepts its designation and appointment as the agent of the nominal lessor in connection with the acquisition of the project. By executing this Notice of Intent, the local agency further acknowledges and agrees that certificate counsel and any other special counsel to the state in connection with the authorization, issuance and delivery of the certificates and the related financing documents shall not be acting, and shall not be deemed to act, as counsel to the local agency, nor shall any attorney-client relationship exist or be deemed to exist between such counsel and any participating local agency in connection with such matters.

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Real Estate Worksheet

## LOCAL Program

(3 pages)

### General

Common name of property/building: \_\_\_\_\_

Address of property/building: \_\_\_\_\_

Agency contact re: real estate/construction: \_\_\_\_\_

Agency contact re: financing: \_\_\_\_\_

Expected interim financing provider \_\_\_\_\_

### Timing

If acquisition, what is target acquisition date? \_\_\_\_\_

If construction, what is expected timing?

    Bid date: \_\_\_\_\_

    Construction start: \_\_\_\_\_

    Construction completion: \_\_\_\_\_

### Estimated Project Budget\*\*

Please provide an estimated project budget as follows. All soft costs should be identified.

Acquisition price	0
Acquisition costs (provide detail)	0
Title insurance	0
Phase I	0
Other _____	0
Other _____	0
Construction Costs	0
Contract price	0
Architect/Engineer	0
Other _____	0
Other _____	0
<b>Total project cost</b>	<b>0</b>
<b>Amount paid by agency</b>	<b>0</b>
<b>Total amount to borrow</b>	<b>0</b>

\*\* Include only costs to be incurred by the agency. All costs relating to the LOCAL Program financing will be estimated and provided by the Office of the State Treasurer.

### Required Information and Documentation

- 1) Please provide a copy of the **legal description** of the property to OST, who will provide a copy to certificate counsel as well.   —   —
  
- 2) Has a title report or preliminary commitment for **title insurance** been obtained? Yes  No   
If so, please provide a copy to OST
  
- 3) Has a Phase 1 **environmental review** been performed? Yes  No   
If not, why not? If so, were there any items that indicated the need for a Phase 2 review?
  
- 4) Is the agency seeking:

**Reimbursement** through the LOCAL Program? Yes  No

If so, a Reimbursement Resolution must be completed and provided to OST as soon as possible.

Describe the source of funds being reimbursed.   —   —

**Refinancing** through the LOCAL Program? Yes  No

If so, please provide a copy of the existing financing contract to OST.

### Financing Structure and Terms

Amount to be financed           — 0 —

Desired length of financing   —   —

First payment date desired   —   —  
(All payments are due on June 1 and December 1 of each year)

Final payment date           —   —

Repayment source           —   —  
(i.e. voted levy, revenues, savings from payment reductions)

**Use of Land or Building**

- 1) What is the size of the building (square feet)? \_ \_
- 2) What is the intended use of the building? \_ \_
- 3) Is the property to be acquired currently occupied by any agency of the State, or any local government agencies? \_ \_
- 4) Is the property currently occupied by any private or federal government tenants (including non profits)? If so, are any private or federal government tenant leases expected to continue?  
\_ \_
- 5) For any private or federal government leases that are expected to continue, please provide the following for EACH tenant:

**Business/agency use** \_ \_

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Ending date of lease term \_\_\_\_\_

Terms of any renewal options \_\_\_\_\_

Periodic lease payments \_\_\_\_\_ (monthly) (annually)

Square footage occupied \_\_\_\_\_

Intended use of property by the agency \_\_\_\_\_

- 6) Any leases that are expected to continue must be assigned to the local agency. Also, for any private tenants, estoppels must be provided, and all security deposits and prepaid rents should be transferred to the agency.
- 7) Does the agency expect to enter into ANY type of management agreements, service contracts or other business arrangements relating to the property with any other parties? \_ \_

# Office of the State Treasurer

State of Washington

LOCAL Program

8.7

## Credit Form

Please provide the following information so the Office of the State Treasurer (OST) can review the agency's application to borrow the funds requested in the Notice of Intent. Remember, it is important that all information be provided. When appropriate, feel free to provide explanatory information.

When OST receives the completed form, you will be notified in writing of acceptance or non-acceptance to borrow through the LOCAL Program.

### 1) General Information – Please modify as necessary

\_\_ [Name of entity] \_\_ is located in the (incorporated) (unincorporated) community of \_\_ \_\_. The applicant provides \_\_ \_\_ services to approximately \_\_ \_\_ residents living in approximately \_\_ square miles.

Please provide a brief background on the agency, when it was formed, what changes have occurred in service area and tax base (annexations, mergers, etc.) or changes that have been proposed. Also indicate the form of governance.

### 2) Assessed valuation of the agency

Year of tax Collection (include last 5 years)	Total assessed value for regular levy	Reduced assessed value for excess or bond levy
Current year		

### 3) Tax Levy and Rate

Provide the levy rate per \$1,000 assessed to taxpayers, and the dollar amount of regular levy

Year of Tax Collection	Regular Levy Rate per \$1,000	Regular Levy Total \$\$ Levied		Other Levy Rate per \$1,000	Bond Levy Rate per \$1,000
Current Year					

- 4) **Outstanding debt**  
Include the following information on all outstanding debt, including bonds, loans or leases, and any short-term obligations including registered warrants, interfund loans or loans from the County Treasurer, if applicable. Also, include any outstanding state loans.

	Debt No. 1	Debt No. 2	Debt No. 3
Description of debt			
First payment date			
Last payment date			
Voted or non-voted			
Amount originally borrowed	0	0	0
Amount currently outstanding	0	0	0
Annual payments due	0	0	0
Cash in bond fund, if any	0	0	0
Fund responsible for repayment			

Provide information on additional obligations on an attached page.

- 5) Does the applicant have future, additional financing plans? Please discuss anticipated borrowing plans over the next 18 to 24 months. Be sure to discuss any borrowing that is in process, either here or above.

— —

- 6) **Special Purpose Districts only:** List facilities and equipment operated by the district, and services provided. If you are a port, PUD or hospital district, briefly discuss the district's service area and competition.

— —

- 7) Briefly discuss any **service contracts**, including contracts with cities, counties or special purpose districts within the applicant's boundaries, if any.

— —

- 8) Discuss the applicant's levy rate history. Has the levy rate been reduced because of other taxing district levies? Are you aware of any potential problems with the municipality's levy rates?

— —

- 9) Discuss any **significant employers or taxpayers** in the area. Are you aware of pending closures or changes in employment or tax base?

— —

- 10) **If a special purpose district or county**, does the district or county know of any intentions by cities to annex portions of the district or county? Are there any intentions by residents to de-annex from the district, or dissolve the district? **If a city**, are there any annexations plans that will significantly impact the size and operations of the city?

— —

- 11) Insurance – Please modify as appropriate, the following:

The [city/county/district] will insure the financed property in a minimum amount equal to the amount outstanding under the financing contract by means of [commercial insurance/insurance pool/other]. If other, please specify method of insuring the financed property.

— —

12) Litigation – Please accept or modify as appropriate, the following:  
There [is/is not] now pending or, to the best of knowledge, threatened, any litigation restraining or enjoining the execution of the Local Agency Financing Agreement or the levy and collection of taxes to pay the payments thereunder. [The city/county/district is party to routine legal proceedings and claims, and the collective impact of these legal proceedings and claims [is/is not] likely to have a material impact on revenues of the entity.]

— —

13) List number of employees for past three years. Are employees represented by unions or bargaining groups? If yes, are all contracts in place and are labor relations good or poor?

— —

14) **Financial Operations** (include as attachment to credit form)

**Please attach copies of the Statement of Revenues and Expenditures and Fund Balance Report for the General or Operating Fund, for the past five years.** Clearly indicate whether or not each year has been audited. If financial statements are not available for the most recent year, please provide preliminary numbers (and indicate that they are in process of completion). If there was unusual activity in any year (one-time expenditures or revenues), please provide details.

15) **Basis of Accounting:** \_\_\_\_\_

16) **Budget – General/Operating Fund (2 years) (INCLUDE AS ATTACHMENT TO CREDIT FORM)**

Please attach the budget summary for the General or Operating fund for the current and past year. Be sure it includes summary information on revenues and expenditures – do not send the entire budget.

Provide additional information that you think would be helpful in reviewing the applicant’s credit for purposes of LOCAL Program qualification.

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The information provided above is complete and accurate to the best of my knowledge. I am not aware of any additional information that would affect the Office of the State Treasurer’s review of the municipality.

Signed: \_\_\_\_\_

Title: \_\_ \_\_

Date: \_\_ \_\_

**AGREEMENT FOR SERVICES  
BETWEEN THE CITY OF SULTAN AND  
CERTIFIED LAND SERVICES CORPORATION**

THIS AGREEMENT, is made this 23 day of July, 2009 by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Certified Land Services Corporation (hereinafter referred to as "Service Provider").

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 such services for property acquisition, 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 1, 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.**
  - A. The City shall pay Service Provider at the hourly rate set forth in Attachment 1, but not more than a total of four thousand dollars (\$4,000) 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. 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.** Wastewater Plant Property Acquisition
5. **Duration of Work.** Service Provider shall complete the work described in Attachment 1 on or before September 30, 2009.
6. **Termination.**

**319 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.

**320 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.

**321 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.

322 **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.

323 **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.

324 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:

2. 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.
  3. 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.

**319 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.

**320 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.

321 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**

**SERVICE PROVIDER**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Carolyn Eslick, Mayor Title: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_

**CITY CONTACT**

**SERVICE PROVIDER CONTACT**

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

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney

## SCOPE OF WORK

### PROJECT OVERVIEW

The project consists of acquiring a portion of one parcel in fee from a private property owner for expansion of the Wastewater Treatment Plant property.

There may be relocation of persons or personal project associated with this project.

CERTIFIED will work closely with all project stakeholders including project managers, staff, engineering project managers and designers, property owners and their representatives and the public.

The tasks may included the following:

1. Assist with project management
2. Prepare and review documents, files, maps, title reports, legal descriptions and other information provided.
3. Provide for an appraisal and appraisal review of the property.
4. Assist with negotiation with the property owner
5. Assist with relocation if required
6. Assist with closing and conveyance of the property purchase.