



**CITY OF MOUNT VERNON
SPECIAL CITY COUNCIL MEETING
AGENDA
March 26, 2020 7:00 p.m.
(Virtual Meeting)**

The Mount Vernon City Councilmembers will be participating in this meeting via video/teleconference technology.

To virtually attend the meeting, the public may:

- 1. Call the conference line:** 1-888-924-9240; Access Code: 3366211
(please 'mute' your phone, if possible, to minimize distractions)
- 2. Watch the meeting live on TV10:** Comcast/Xfinity Channel 10
- 3. Watch the meeting live, online:**
https://www.youtube.com/channel/UCUob_hcQUmd4S93YkletdrA

I. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call of Councilmembers

II. CONSENT AGENDA

- A. Approval of March 11, 2020 Regular Council Meeting Minutes
- B. Approval of March 20, 2020 payroll checks numbered 109944 - 109969 direct deposit checks numbered 76075 - 76319, and wire transfers numbered 834 – 838 in the amount of \$1,227,051.39
- C. Approval of March 25, 2020 Claims numbered 8271 and 8279 - 8472 in the amount of \$1,033,466.02

III. REPORTS

- A. Review of Emails from the Public
(All public comments must be sent via email to council@mountvernonwa.gov. The comments will be read aloud into the record during the public comment portion of the agenda.)

IV. NEW BUSINESS

- A. Bid Award – 2020 Sanitary and Storm Sewer Lining
(Staff is requesting that Council award the bid for the 2020 Sanitary and Storm Sewer Lining project to Michels Corp and to authorize the Mayor to enter into an agreement for the project.)
(required action – motion)
(staff contact – William Bullock)
- B. Approval of Agreement with PBS Engineering and Environmental Inc.
(Staff is requesting that Council authorize the Mayor to enter into an agreement with PBS Engineering and Environmental, Inc. to assist the City with the repair of the North 19th Street culvert emergency repair work.)
(required action – motion)
(staff contact – William Bullock)

C. Ratification of Emergency Executive Orders

(Upon the proclamation of a disaster or emergency, and during its existence, the Mayor has authority to make executive orders, pursuant to Municipal Code, such orders shall at the earliest practicable time be presented to the City Council for ratification and confirmation, modification or rejection, and if rejected shall be void.)

(required action – motion)

(staff contact – Kevin Rogerson)

D. Approval of Agreement with Skagit County

(Staff is requesting that Council authorize the Mayor to enter into an agreement with Skagit County for reimbursement of expenses related to increased sanitation services.)

(required action – motion)

(staff contact – Peter Donovan)

E. Discussion on Future Council Meetings

(Mayor and Council will discuss how best to proceed with future meetings.)

F. For the Good of the Order:

- COVID 19 pandemic response and discussion
- Potential hiring freeze (30 days)
- Non-essential spending freeze (30 days)



DATE: March 25, 2020
TO: Mayor Boudreau and City Council
FROM: William Bullock, PE
SUBJECT: AWARD OF BID FOR PROJECT # SS-2020-003: 2020 SANITARY AND STORM SEWER LINING

RECOMMENDED ACTION:

Staff recommends a motion be made by Council to award the 2020 Sanitary and Storm Sewer Lining project to Michels Corporation for the bid amount of \$881,381.97.

INTRODUCTION/BACKGROUND:

On March 4, 2020, bids were opened and read for the 2020 Sanitary and Storm Sewer Lining project. The project includes lining approximately 8,273 feet of sanitary sewer pipe and approximately 948 feet of storm sewer pipe with a cured in place pipe (CIPP) liner system. A total of 2 bids were received and considered.

FINDINGS/CONCLUSIONS:

After reviewing the bids, staff determined that the bid submitted by Michaels Corporation for \$881,381.97 was the lowest bid from a responsible bidder per the contract and per RCW 39.04.010 and RCW 39.04.350.

RECOMMENDATION:

In order to contract for the work, the bid must be awarded by Council in accordance with MVMC Chapter 2 and RCW 39.04.

ATTACHED:

Bid Tabulation



910 Cleveland Avenue
 Mount Vernon, WA 98273
 Phone: (360) 336-6204

LOWEST RESPONSIVE BIDDER

Called By: For:	City of Mount Vernon 2020 Sanitary and Storm Sewer Lining 1024 Cleveland Avenue Mount Vernon, WA 98273	1 Michels Corporation 1715 16th St SE Salem, OR 97302 (503) 364-1199	2 Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 (636) 530-8000
--------------------	--	--	--

By: Date:	CERTIFIED BID TABULATION Darin Christen, P.E. March 4, 2020		
--------------	--	--	--

Item No.	Section	Description	Quantity	Unit	Unit Price	Amount	UnitPrice	Amount
SCHEDULE SS1 (I-5)								
SS1-01	1-09	Mobilization	1.00	LS	\$57,706.00	\$ 57,706.00	\$5,500.00	\$ 5,500.00
SS1-02	1-07	Project SPCC Plan	1.00	LS	\$275.00	\$ 275.00	\$350.00	\$ 350.00
SS1-03	1-10	Project Temporary Traffic Control	1.00	LS	\$50,560.00	\$ 50,560.00	\$47,065.00	\$ 47,065.00
SS1-04	7-20.5	Access Manhole on I-5	1.00	EA	\$17,500.00	\$ 17,500.00	\$15,670.00	\$ 15,670.00
SS1-05	7-20.5	Lateral Reconnection and Grouting	7.00	EA	\$655.00	\$ 4,585.00	\$416.00	\$ 2,912.00
SS1-06	7-20.5	CIPP - 10 to 18 In. Diameter	599.00	LF	\$81.00	\$ 48,519.00	\$277.00	\$ 165,923.00
Subtotal Schedule SS1					\$ 179,145.00		\$ 237,420.00	
8.70% Tax for Schedule SS1					\$ 15,585.62		\$ 20,655.54	
Total Schedule SS1					\$ 194,730.62		\$ 258,075.54	

SCHEDULE SS2 (BRICK HILL)								
SS2-01	1-09	Mobilization	1.00	LS	\$100.00	\$ 100.00	\$2,750.00	\$ 2,750.00
SS2-02	1-07	Project SPCC Plan	1.00	LS	\$275.00	\$ 275.00	\$350.00	\$ 350.00
SS2-03	1-10	Project Temporary Traffic Control	1.00	LS	\$429.00	\$ 429.00	\$6,484.00	\$ 6,484.00
SS2-04	7-20.5	Lateral Reconnection and Grouting	3.00	EA	\$698.00	\$ 2,094.00	\$416.00	\$ 1,248.00
SS2-05	7-20.5	CIPP - 12 to 30 In. Diameter	922.00	LF	\$108.00	\$ 99,576.00	\$163.00	\$ 150,286.00
Subtotal Schedule SS2					\$ 102,474.00		\$ 161,118.00	
8.70% Tax for Schedule SS2					\$ 8,915.24		\$ 14,017.27	
Total Schedule SS2					\$ 111,389.24		\$ 175,135.27	

SCHEDULE SS3 (HILL TOP)								
SS3-01	1-09	Mobilization	1.00	LS	\$100.00	\$ 100.00	\$2,750.00	\$ 2,750.00
SS3-02	1-07	Project SPCC Plan	1.00	LS	\$275.00	\$ 275.00	\$350.00	\$ 350.00
SS3-03	1-10	Project Temporary Traffic Control	1.00	LS	\$7,600.00	\$ 7,600.00	\$28,423.00	\$ 28,423.00
SS3-04	7-20.5	Trim Protruding Lateral	2.00	EA	\$297.00	\$ 594.00	\$443.00	\$ 886.00
SS3-05	7-20.5	Lateral Reconnection and Grouting	79.00	EA	\$581.00	\$ 45,899.00	\$416.00	\$ 32,864.00
SS3-06	7-20.5	CIPP - 6 to 8 In. Diameter	4,830.00	LF	\$62.00	\$ 299,460.00	\$48.00	\$ 231,840.00
Subtotal Schedule SS3					\$ 353,928.00		\$ 297,113.00	
8.70% Tax for Schedule SS3					\$ 30,791.74		\$ 25,848.83	
Total Schedule SS3					\$ 384,719.74		\$ 322,961.83	

SCHEDULE SS4 (DOWNTOWN)								
SS4-01	1-09	Mobilization	1.00	LS	\$100.00	\$ 100.00	\$2,750.00	\$ 2,750.00
SS4-02	1-07	Project SPCC Plan	1.00	LS	\$275.00	\$ 275.00	\$350.00	\$ 350.00
SS4-03	1-10	Project Temporary Traffic Control	1.00	LS	\$1,859.00	\$ 1,859.00	\$9,078.00	\$ 9,078.00
SS4-04	7-20.5	Trim Protruding Lateral	2.00	EA	\$396.00	\$ 792.00	\$443.00	\$ 886.00
SS4-05	7-20.5	Lateral Reconnection and Grouting	33.00	EA	\$565.00	\$ 18,645.00	\$416.00	\$ 13,728.00
SS4-06	7-20.5	CIPP - 10 to 18 In. Diameter	1,922.00	LF	\$42.00	\$ 80,724.00	\$32.00	\$ 61,504.00
Subtotal Schedule SS4					\$ 102,395.00		\$ 88,296.00	
8.70% Tax for Schedule SS4					\$ 8,908.37		\$ 7,681.75	
Total Schedule SS4					\$ 111,303.37		\$ 95,977.75	

SCHEDULE ST STORM SEWER)								
ST-01	1-09	Mobilization	1.00	LS	\$100.00	\$ 100.00	\$2,750.00	\$ 2,750.00
ST-02	1-07	Project SPCC Plan	1.00	LS	\$275.00	\$ 275.00	\$350.00	\$ 350.00
ST-03	1-10	Project Temporary Traffic Control	1.00	LS	\$3,136.00	\$ 3,136.00	\$5,187.00	\$ 5,187.00
ST-04	7-20.5	Trim Protruding Lateral	1.00	EA	\$396.00	\$ 396.00	\$443.00	\$ 443.00
ST-05	7-20.5	Lateral Reconnection and Grouting	2.00	EA	\$694.00	\$ 1,388.00	\$416.00	\$ 832.00
ST-06	7-20.5	CIPP - 10 to 18 In. Diameter	948.00	LF	\$78.00	\$ 73,944.00	\$72.00	\$ 68,256.00
Subtotal Schedule ST					\$ 79,239.00		\$ 77,818.00	

Subtotal of SS1, SS2, SS3, SS4 & ST					\$ 817,181.00		\$ 861,765.00	
Tax at 8.7% SS1, SS2, SS3, & SS4					\$ 64,200.97		\$ 68,203.39	
Bid Total all Schedules & Tax					\$ 881,381.97		\$ 929,968.39	



DATE: March 25, 2020

TO: Mayor Boudreau and City Council

FROM: William Bullock, PE – City Engineer

SUBJECT: PROFESSIONAL SERVICES AGREEMENT: N 19TH STREET CULVERT EMERGENCY REPAIR

RECOMMENDED ACTION:

Staff recommends entering into a Professional Services Agreement with PBS Engineering and Environmental (PBS) for engineering and design services for the N19th Street culvert emergency repair.

INTRODUCTION/BACKGROUND:

Earlier this fall, 2019, the cross culvert on N 19th Street, just north of Roosevelt Street, suffered a failure that resulted in a number of sink holes, the largest of which was several feet in diameter. The culvert, approximately 150 feet south of Roosevelt Street, extends 90 feet beyond the street underneath an overflow swale as part of Kulshan Creek. The sink holes have formed in the north side of the swale and have become an erosion concern for the fence of the neighboring house (see attached pictures). The proposed solution is to shorten the culvert to a length only required for the road, remove the 90 feet of culvert under the swale and re-establish the stream bed. Re-establishing the stream bed will require the installation of a block retaining wall on both sides of the channel due to the proximity of structures.

FINDINGS/CONCLUSIONS:

PBS is an engineering design firm selected for their experience in the design of these block walls and they have specific expertise in hydraulic analysis as well as stream bed design. The scope and fee for design services is not to exceed \$25,915.00.

RECOMMENDATION:

Motion to approve authorization for the Mayor to execute a contract with PBS Engineering and Environmental, Inc. for engineering design services on the N 19th Street Culvert Emergency Repair, in an amount not to exceed \$25,915.00.

ATTACHED:

1. Contract, Scope and Fee
2. Vicinity Map
3. Site Pictures

CITY OF MOUNT VERNON

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 10th day of April, 2020, by and between the **CITY OF MOUNT VERNON**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and PBS Engineering & Environmental Inc., whose address is 1180 NW Maple St., Suite 160, Issaquah, WA 98027, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to engage the Contractor to provide professional engineering services outlined in Exhibit "A" of this Agreement _____; and

WHEREAS, Contractor represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Contractor shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Contractor. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Contractor's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Mount Vernon, belong to the City of Mount Vernon. Contractor retains any intellectual property rights in documents and intangible property created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2020.

4. **Compensation.**

A. The City shall pay the Contractor only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in Exhibit B.

C. Contractor may receive payment as reimbursement for Reimbursable Expenses actually incurred. "Reimbursable Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Contractor incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Contractor is strongly encouraged to lodge within the corporate limits of City. When authorized, Contractor will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Contractor will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Contractor.

D. Total compensation, including all services and expenses, shall not exceed a maximum of
Twenty Five Thousand Nine Hundred Fifteen Dollars and 00 Cents (\$ 25,915.00).

E. If Contractor fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Contractor's conduct.

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Reimbursable Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Contractor shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

William Bullock
City of Mount Vernon
Public Works Department
1024 Cleveland Avenue
Mount Vernon, WA 98273
mvengineering@mountvernonwa.gov – preferred method

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Contractor shall correct and deliver to the City any deficient Work at Contractor's expense with all practical dispatch. Contractor shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor (“Notice”). The Notice shall specify a termination date (“Termination Date”) at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective (“Notice Date”) upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor’s material breach, the Contractor shall be paid or reimbursed for: (a) all hours worked and Reimbursable Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Reimbursable Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by the United States Mail to Contractor’s address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Contractor (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Contractor shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Contractor’s duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. The Contractor shall not indemnify the City for Claims caused solely by the negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City, then the Contractor’s duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) “City” includes the City’s officers, employees, agents, and representatives and (2) “Claims” include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or

demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

11. **Insurance.**

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Contractor providing Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Contractor shall provide the City with either (1) a true copy of an endorsement naming the City of Mount Vernon, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured

clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City for such cost.

12. **Independent Contractor.**

A. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Contractor agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City. The Contractor shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses,

excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment.** The Contractor warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for the City's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **City of Mount Vernon Business License.** Contractor agrees to obtain a City of Mount Vernon business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with Grant Terms and Conditions.** Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

19. **Waiver.** Any waiver by the Contractor or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

20. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

21. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Contractor.

22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

23. **Notices.**

A. Notices to the City of Mount Vernon shall be sent to the following address:

William Bullock, PE
 City of Mount Vernon
 Public Works Department
 1024 Cleveland Avenue
 Mount Vernon, WA 98273

B. Notices to the Contractor shall be sent to the following address:

David Segal, PE
 PBS Engineering and Environmental Inc.
 1180 NW Maple St., Suite 160
 Issaquah, WA 98027

24. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written.

		<i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i>	
CITY OF MOUNT VERNON WASHINGTON By: _____ Jill Boudreau, Mayor _____ Date	<i>Corporation</i>	<u>PBS Engineering and Environmental Inc.</u> a Washington Corporation By _____ Typed/Printed Name: <u>David Segal</u> Its <u>Senior Engineer/Operations Manager</u> Date: _____	
	ATTEST: _____ Doug Volesky, Finance Director Date: _____	<i>Partnership (general)</i>	_____ [Contractor's Complete Legal Name] a Washington general partnership By _____ Typed/Printed Name: _____ General Partner

	Date _____
<p>APPROVED AS TO FORM:</p> <hr/> <p>Kevin Rogerson, City Attorney Date: _____</p>	<p>Partnership (limited) _____ [Contractor's Complete Legal Name] a Washington limited partnership</p> <p>By _____ Typed/Printed Name: _____ General Partner Date: _____</p>
	<p>Sole proprietorship _____ Typed/Printed Name: _____ Sole proprietor Date: _____</p>
	<p>Limited Liability Company _____ [Contractor's Complete Legal Name] a Washington limited liability company</p> <p>By _____ Typed/Printed Name: _____ Managing Member Date: _____</p>

EXHIBIT A



March 18, 2020

Bill Bullock, PE
City of Mount Vernon
1024 Cleveland Avenue
Mount Vernon, Washington 98273

Via email: billb@mountvernonwa.gov

Regarding: Proposal to Provide Engineering Services
19th Street Culvert Emergency Repair
1418 North 19th Street
Mount Vernon, Washington
PBS Proposal 45033.001

Dear Bill:

PBS Engineering and Environmental Inc. (PBS or Consultant) is pleased to submit this proposal to the City of Mount Vernon (City) to provide engineering services at 1418 North 19th Street in Mount Vernon, Washington.

This proposal outlines our project approach, scope of work, schedule, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

PROJECT UNDERSTANDING

The existing creek crosses North 19th Street from the east to the west in a 36-inch pipe. Near the west side of the road and not within a structure, the pipe reduces to a 24-inch pipe. This 24-inch pipe progresses to the west along the south side of the existing house. Near the middle of the property, there is an area of significant erosion where the pipe has broken or there is some flow piping within the pipe bedding.

The project will progress in two phases. The first phase will entail an emergency repair to the erosion zone and some level of temporary wall. The second phase will be to open the creek from west of the roadway to west of the existing property. The permitting for this will be performed by another consultant, and it is our understanding that as the work will occur within the existing footprint of the culvert, a US Army Corps of Engineers (USACE) 404 Permit will not be necessary.

SCOPE OF WORK

PBS proposes the following scope of work for the 19th Street culvert emergency repair.

Task 100. Project Management

This task covers project management work associated with executing the project and includes the following:

- Handle project communications.
- Manage the scope, budget, and schedule.

Task 100 Deliverables:

- Monthly project status reports (by email)

- Monthly invoices
- Project documentation

Task 200. Hydrologic and Hydraulic Analysis

Consultant will prepare a hydrologic model of the basin feeding the creek. Western Washington Hydrology Model 2012 (WWHM2012) will be used to create the hydrologic model. HEC-RAS will be used to prepare a hydraulic model. The hydrologic analysis and hydraulic analysis will be included in a report. The channel design, including bed materials and large wood, will also be included in the report.

Task 200 Deliverables

H&H modeling data plus Stream Design Report (PDF format).

Task 300. Culvert Replacement Design for Daylighting Stream Channel

This task includes the design, analysis, and 60% and construction plans, specifications, and estimates (PS&E) for a design for daylighting the stream channel.

- Plan sheets include the following:
 - Cover sheet (1)
 - Notes sheet (1)
 - Erosion control and demo sheet (1)
 - Channel plan and profile (1)
 - Channel cross-sections (1)
 - Grading details (1)
 - Wall plans and details (1)

Total = 7 sheets

Task 300 Deliverables

60% and construction drawings in PDF format.

Management Reserve

Management reserve will be available for tasks not included above and will only be authorized by the client on an as needed basis.

ASSUMPTIONS

Survey and permitting will be handled by the City.

COMPENSATION ESTIMATE

The following outlines the estimated costs associated with the scope services.

Task 100. Project Management	\$4,905
Task 200. Hydrologic and Hydraulic Analysis	\$7,150
Task 300. Culvert Replacement Design for Daylighting Channel	\$7,160
Management Reserve	\$6500
Reimbursable Expenses	\$200
Total Estimated Costs	\$25,915

City of Mount Vernon
Proposal for Engineering Services
March 2, 2020
Page 3 of 3

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

Please review this proposal for services and let us know if you need additional information. Please contact me at 425.654.8768 or dave.segal@pbsusa.com with any questions or comments.

Sincerely,

David A. Segal

Digitally signed by David A. Segal
DN: C=US,
E=dave.segal@pbsusa.com, O=PBS
Engineering and Environmental Inc.,
CN=David A. Segal
Date: 2020.03.18 15:13:24-07'00'

Dave Segal, PE, PMP
Senior Engineer/Operations Manager

Attachments:

Fee Calculation Spreadsheet

DAS:lc

19th Street Culvert Emergency Repair City of Mount Vernon, Washington	PBS Engineering and Environmental (Engineering/Management)							PBS TOTAL	SUBCONSULTANTS (NTE)			SUB TOTAL	BUDGET AMOUNT
	Engineer VII	Engineer VI	Engineer IV	Engineer II			Admin II			Surveying	Excavation & Locate		
Task 100 - Project Management								\$4,905.00				\$0.00	\$4,905.00
Project Management	18.00							\$2,970				0.00	\$2,970.00
Meetings & Coordination	4.00							\$660				0.00	\$660.00
Billing and Invoicing	6.00					3.00		\$1,275				0.00	\$1,275.00
								\$0				0.00	\$0.00
Task 200 - Hydrologic and Hydraulic Analysis								\$7,150.00				\$0.00	\$7,150.00
Hydrology			10.00					1,400.00				0.00	\$1,400.00
Hydraulics			16.00					2,240.00				0.00	\$2,240.00
Report			20.00			4.00		3,180.00					\$3,180.00
QC	2.00							330.00				0.00	\$330.00
Task 500 - Culvert Replacement Design for Daylighting Stream Channel								\$7,160.00				\$0.00	\$7,160.00
PS&E	4.00		16.00	30.00				6,500.00				0.00	\$6,500.00
QA/QC	4.00							660.00				0.00	\$660.00
								0.00					\$0.00
								0.00				0.00	\$0.00
Management Reserve								\$6,500.00				\$0.00	\$6,500.00
								6,500.00				0.00	\$6,500.00
								0.00					
								0.00				0.00	\$0.00
Reimbursible Expenses													
<i>Reimbursable Expenses</i>								\$200.00				\$0.00	\$200.00
<i>Copies</i>												0.00	\$0.00
<i>Expenses</i>								100.00				0.00	\$100.00
<i>Travel</i>								100.00				0.00	\$100.00
TOTAL HOURS	38.00		62.00	30.00	0.00	0.00	7.00						
HOURLY RATES	165.00	165.00	140.00	120.00	115.00	85.00	95.00						
TOTAL DOLLARS	\$ 6,270.00		\$ 8,680.00	\$ 3,600.00	\$ -	\$ -	\$ 665.00	\$25,915.00				\$ -	\$25,915.00

EXHIBIT B

Vicinity Map



Laventu
Middle Sch



**N 19th Street Culvert Erosion
1/27/2020**



**N 19th Street Culvert Erosion
2/11/2020**



DATE: March 25, 2020
TO: Mayor Boudreau and City Council
FROM: Peter Donovan, Project Development Manager
SUBJECT: RATIFICATION OF EXECUTIVE ORDERS

RECOMMENDED ACTION:

Motion

INTRODUCTION/BACKGROUND:

Three emergency executive orders have been proclaimed by the Mayor in the past week:

- Executive Order #2020-001: Extending temporary homeless encampment permits (March 16th)
- Executive Order #2020-002: Closing certain public facilities (March 18th)
- Executive Order #2020-003: Closing Playgrounds and Library (March 23rd)

FINDINGS/CONCLUSIONS:

In light of the recent COVID-19 pandemic, the Mayor has extended the one existing temporary homeless shelter permit (Mount Vernon 7th Day Adventist Church shelter) for an additional 30 days beyond its original date of expiration on March 25th. The Mayor has also closed City Hall, Parks playgrounds/fields, the Library, and some other public facilities to the general public, to help prevent the spread of the COVID-19 virus.

RECOMMENDATION:

Council ratification of executive orders #2020-001; #2020-002; #2020-003

ATTACHED:

Executive Order 2020-001
Executive Order 2020-002
Executive Order 2020-003

**City Of Mount Vernon
Office of the Mayor
Executive Order Number 2020-001**

**Extending Temporary Homeless Encampment Permits
(Emergency Management/March 2020 COVID 19)**

WHEREAS, on March 11, 2020, the Mayor proclaimed a civil emergency acting under authority vested as Mayor by RCW Chapter 38.52 and MVMC Chapter 2.40 et. seq.; and

WHEREAS, on March 11, 2020 the City Council during a regularly scheduled meeting ratified and approved the Mayor's emergency proclamation; and

WHEREAS, modeling from state, federal and local officials find that the COVID -19 virus will spread among the local community and threaten both persons and property within the City of Mount Vernon; and

WHEREAS, the City has a substantial number of persons who are unsheltered and have no means of housing during this COVID-19 virus pandemic; and

WHEREAS, the City allows temporary homeless encampments through its development regulations set forth in Chapter 17.210 of the MVMC;

WHEREAS, the City has one applicant in which it issued a temporary homeless encampment permit which is being implemented resulting in the housing of unsheltered persons; and

WHEREAS, the County Board of Health has requested the City to provide an extension to existing temporary homeless encampment permits allowing for access to sanitation facilities for otherwise unsheltered individuals who may be limited in their ability to follow CDC recommendations for preventative hand washing and hygiene practices, and

WHEREAS, the Mayor has emergency authority set forth in Mount Vernon Municipal Code to issues orders as are imminently necessary for the protection of life and property including but not limited to orders providing for the reception of parts of the city population.

NOW, THEREFORE, I, Jill Boudreau, as Mayor of Mount Vernon, by virtue of the authority vested in me by RCW Chapter 38.52 and Mount Vernon Municipal Code Chapter 2.40 et. seq., and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

Section 1. I hereby make and proclaim the following executive order:

That temporary homeless encampment permits previously issued under Chapter 17.210 MVMC and still in effect shall be extended for an additional 30 days from the date of its original expiration.

That such permits may be further extended upon additional executive orders.

Section 2. This Executive Order shall be deemed to have taken effect on March 16, 2020, and all actions taken by City Officials with respect to this emergency before the issuance of this Executive Order are hereby ratified.

Dated this 16th Day of March, 2020.

**City Of Mount Vernon
Office of the Mayor
Executive Order Number 2020-002**

**Closing Certain Public Facilities
(Emergency Management/March 2020 COVID 19)**

WHEREAS, on March 11, 2020, the Mayor proclaimed a civil emergency acting under authority vested as Mayor by RCW Chapter 38.52 and MVMC Chapter 2.40 et. seq.; and;

WHEREAS, on March 11, 2020 the City Council during a regularly scheduled meeting ratified and approved the Mayor's emergency proclamation; and

WHEREAS, modeling from state, federal and local officials find that the COVID-19 virus will spread, has spread and continues to spread at a high rate among the local community threatening both persons and property within the City of Mount Vernon; and

WHEREAS, to curtail the spread of COVID-19 in Mount Vernon, it is necessary to implement additional measures to limit opportunities for disease transmission; and

WHEREAS, to curtail the spread of the COVID-19 pandemic and protect our most vulnerable populations and City staff needed to continue to provide the essential functioning of City services, it is necessary to immediately prohibit the public from congregating certain public facilities in order to limit opportunities for disease exposure and transmission; and

WHEREAS, the Mayor has emergency authority set forth in Mount Vernon Municipal Code to issues orders as are imminently necessary for the protection of life and property including but not limited to closing to the public any or all public places including streets, alleys, public ways, schools, parks, amusement areas and other public buildings; and

NOW, THEREFORE, I, Jill Boudreau, as Mayor of Mount Vernon, by virtue of the authority vested in me by RCW Chapter 38.52 and Mount Vernon Municipal Code Chapter 2.40 et. seq., and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

Section 1. I hereby make and proclaim the following executive order:

That the following physical places and buildings are hereby closed to the public:

- City Hall located at 910 Cleveland Avenue, Mount Vernon, WA 98273
- Parks and Recreation Offices located at 1717 S. 13th, Mount Vernon WA, 92873
- Public Works Department located at 1024 Cleveland Street, Mount Vernon WA 98273
- The Mount Vernon Wastewater Treatment Plant located at 1401 Britt Road, Mount Vernon, WA 98273

With respect to Police and Fire facilities, the Mount Vernon Police Chief and the Mount Vernon Fire Chief are authorized to provide limited access to defined areas inside their facilities under their control when it is necessary to provide or respond to law enforcement, medical, or fire related emergencies. Public access to the Police Court Campus located at 1805 Continental Place, Mount Vernon, WA 98273 shall include: i) City Council Chambers (or related facilities) remaining open to the public during times for the public to attend any open public meeting subject to Washington State's Open Public Meetings Act; and ii) the Municipal Courtroom (and any related court facilities) to remain open to persons to attend court hearings or to receive court services. Closure of court services and/or the courtroom shall be subject to further order of the Court.

With respect to any meetings occurring in any facility subject to Washington State Open Public Meetings Act, that facility shall be open to the public to allow the public to attend such meetings.

Section 2. At this time city facilities shall remain operational while closed to the general public. For facilities closed to the public, city staff is directed to provide services to the general public when possible and reasonable through remote means including conducting public business through phone, via the City's website, and utilizing internet services and City software programs (such as bill pay or acceptance of online applications) when available.

Section 3. This order shall remain in effect until midnight on March 31, 2020, unless extended beyond that date.

Section 4. This Executive Order shall be deemed to have taken effect immediately on March 18, 2020, and all actions taken by City Officials with respect to this emergency before the issuance of this Executive Order are hereby ratified.

Dated this 18th day of March, 2020.

**City Of Mount Vernon
Office of the Mayor
Executive Order Number 2020-003**

**Closing Certain Playgrounds, Fields and Library
(Emergency Management/March 2020 COVID 19)**

WHEREAS, on March 11, 2020, the Mayor proclaimed a civil emergency acting under authority vested as Mayor by RCW Chapter 38.52 and MVMC Chapter 2.40 et. seq.; and;

WHEREAS, on March 11, 2020 the City Council during a regularly scheduled meeting ratified and approved the Mayor's emergency proclamation; and

WHEREAS, modeling from state, federal and local officials find that the COVID -19 virus will spread, has spread and continues to spread at a high rate among the local community threatening both persons and property within the City of Mount Vernon; and

WHEREAS, to curtail the spread of COVID-19 in Mount Vernon, it is necessary to implement additional measures to limit opportunities for disease transmission; and

WHEREAS, to curtail the spread of the COVID-19 pandemic and protect our most vulnerable populations the State Department of Health has recommended that public playgrounds (i.e. play equipment) be closed to the public and ball fields be closed to organizational groups; and

WHEREAS, it is necessary to immediately prohibit the public from congregating certain public facilities in order to limit opportunities for disease exposure and transmission; and

WHEREAS, the Mayor has emergency authority set forth in Mount Vernon Municipal Code to issues orders as are imminently necessary for the protection of life and property including but not limited to closing to the public any or all public places including streets, alleys, public ways, schools, parks, amusement areas and other public buildings; and

NOW, THEREFORE, I, Jill Boudreau, as Mayor of Mount Vernon, by virtue of the authority vested in me by RCW Chapter 38.52 and Mount Vernon Municipal Code Chapter 2.40 et. seq., and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

Section 1. I hereby make and proclaim the following executive order:

That the following physical places and buildings are hereby closed to the public:

- All public playgrounds; and
- All City playfields (e.g. baseball fields, soccer fields) and/or City open public spaces shall be closed to organized sporting events (e.g. soccer tournaments, organized baseball games) and
- Mount Vernon Public Library located at 315 Snoqualmie Street, Mount Vernon, WA 98273.

Section 2. That the City strongly urges individuals who continue to remain and congregate in any open public spaces to practice social distancing as recommended by the United States Centers for Disease Control

Section 3. This order shall remain in effect until midnight on March 31, 2020, unless extended beyond that date.

Section 4. This Executive Order shall be deemed to have taken effect immediately on March 23, 2020, and all actions taken by City Officials with respect to this emergency before the issuance of this Executive Order are hereby ratified.

Dated this 23rd day of March, 2020.



DATE: March 25, 2020
TO: Mayor Boudreau and City Council
FROM: Peter Donovan, Project Development Manager
SUBJECT: INTERLOCAL AGREEMENT FOR CLEANING SERVICES

RECOMMENDED ACTION:

Motion

INTRODUCTION/BACKGROUND:

City-operated public restrooms will require increased cleaning and sanitation services during the COVID-19 emergency. Skagit County Public Health has received Washington State Department of Commerce COVID-19 Response Grant funding that may be applied to expenses related to preventing the spread of COVID-19 in Mount Vernon

FINDINGS/CONCLUSIONS:

City of Mount Vernon will contract for cleaning services, to allow for increased sanitation of the City's public restrooms, for a period of at least three months. City will request reimbursement of eligible expenses, up to \$18,000.

RECOMMENDATION:

Authorization for the Mayor to enter into an interlocal agreement with Skagit County for reimbursement of expenses related to increased sanitation services.

ATTACHED:

Interlocal Agreement with Skagit County

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

THE CITY OF MOUNT VERNON

THIS AGREEMENT is made and entered into by and between the City of Mount Vernon ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: County will provide reimbursement for eligible expenses incurred by the City to ensure that public restroom facilities remain open to the public with increased cleaning and sanitation protocols in place during the COVID-19 emergency.

2. RESPONSIBILITIES: City agrees to arrange for increased cleaning and sanitation of public restrooms so that these facilities remain open to the public during the COVID-19 emergency.

3. TERM OF AGREEMENT: The term of this Agreement shall be from the date of execution of this agreement through June 30, 2020.

4. MANNER OF FINANCING: Funding shall be provided through the Washington State Department of Commerce COVID-19 Response Grant, GL Code 165-various and other GL codes as necessary. City shall invoice County, through its Public Health Department, for reimbursement of eligible expenses, up to \$18,000, not more than once monthly. Eligible expenses include:

- Contracted cleaning/janitorial services

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 Sarah Hinman.

5.2 The City's representative shall be Peter Donovan.

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.

GOVERNMENT AGENCY:

Jill Boudreau, Mayor
(Date _____)

Mailing Address:
910 Cleveland Ave
City Hall, 2nd Floor
Mount Vernon, WA 98273

DATED this _____ day of _____, 2020.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, 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