

**AMENDMENT 1 TO THE PUBLIC FIRE HYDRANT TRANSFER AGREEMENT
BETWEEN SKAGIT PUBLIC UTILITY DISTRICT AND THE CITY OF SEDRO-
WOOLLEY, SIGNED ON OCTOBER 26, 2022**

WHEREAS, the City of Sedro-Woolley (the City) and Skagit Public Utility District (Skagit PUD) entered into an interlocal agreement on October 26, 2022 to facilitate maintenance of fire hydrants in the City and their transfer of ownership to Skagit PUD; and

WHEREAS, Skagit PUD completed the initial maintenance work planned in the agreement and is prepared to bill the City for this work; and

WHEREAS, Skagit PUD discovered an additional hydrant located at Marshall Avenue and 7th Street, number 67966, that needs replacement; and

WHEREAS, Skagit PUD has proposed an updated Exhibit B to the agreement that includes this hydrant; and

WHEREAS, having as many hydrants working in the system as possible is critical to fire suppression safety within the City of Sedro-Woolley, and

WHEREAS, the additional hydrant work will fit within the contracted not to exceed amount of \$50,000 for initial work performed on the hydrants by Skagit PUD but will require an extension of the timeframe for the work to be completed.

NOW THEREFORE, Exhibit B to the agreement is amended, as attached, to add the new hydrant and the City of Sedro-Woolley will be billed by Skagit PUD for this additional work under the contract. In addition, Section H. of the Interlocal Agreement is Amended to read:

H. Cost Sharing. The City shall pay the District and amount not to exceed \$50,000 to provide immediate repairs to specific hydrants in the water system according to the system assessment done by the District, as listed in Exhibit B. The repair work will be completed concurrently with the maintenance conducted ~~in the first year of ownership~~ by June 30, 2024. The District will invoice the City for this work. Should the costs of the repairs exceed \$50,000, the City and the District agree to reopen this section of the contract to address the additional expenses. District shall be solely responsible for all Maintenance Costs. The City shall have no financial responsibility to the District

related to the Public Fire Water Facilities and Maintenance Costs unless specifically provided for herein.

The parties have agreed to this amendment on the _____ day of January 2024.

SIGNED this ____ day of January, 2024.

City of Sedro Woolley, a Washington municipal corporation.



Mayor Julia Johnson

Approved as to Form:

DocuSigned by:


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Nikki Thompson

City Attorney

Public Utility District No. 1 of Skagit County, a Washington municipal corporation

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General Manager

Approved as to Form:

DocuSigned by:


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Peter Gilbert, District Counsel