



Anacortes City Council
Municipal Building Council Chambers
904 Sixth Street

August 8, 2016
6:00 p.m.

PRELIMINARY AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of August 1, 2016
 - b. Approval of Claims in the amount of: \$182,850.61
 - c. Resolution 1958: Adopting Emergency Operation Plan
 - d. Contract Award: Telemetry and Control Upgrades at WWTP PS 15, PS 8 and CSO4
 - e. Interlocal Agreement with City of Marysville for Outdoor Video Services
6. **Other Business**
 - a. * Agreement Authorization: 3MG Reservoir Dept. of Health Drinking Water State Revolving Fund Loan (Discussion/Possible Action)
7. **Adjournment**

Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 15, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

August 15, 2016

- Contract Award: VFD Drives Pumps 3 & 4 @ WTP Intake Pump Station
- Contract Award: Dredge Lagoons at WTP
- Closed Record Public Hearing to Decide on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001

August 22, 2016

- Skagit Domestic Violence and Sexual Assault Services Presentation on the Lethality Assessment Program (Discussion)
- Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)
- Ordinance 2983: Amending 2015-2016 CFP (Discussion/Possible Action)
- Ordinance 2984: Amending 2016 Budget (Discussion/Possible Action)

September 6, 2016

- Public Hearing: Ordinance 2979/Resolution 1963: Stormwater Utility Monthly User Fee Rate and Code Update (Discussion/Possible Action)
- UW Health Impact Analysis (HIA) for South Commercial Ave. Complete Streets Project (Discussion)

September 12, 2016

September 19, 2016

September 26, 2016

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget

October 10, 2016

- Council Review of 2017/2018 Budget

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Housing Affordability & Community Services, Thursday, Aug 4, 2016, 1:30 PM, Main Floor Conference Room (Parks Office)
- Planning, Monday, Aug 8, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, Aug 10, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Aug 15, 2016, 5:00 PM, Public Works Director's Office
- Public Safety, Monday, Aug 15, 2016, 5:15 PM, Main Floor Conference Room (Parks Office)
- Parks and Recreation, Thursday, Aug 18, 2016, 6:00 PM, Main Floor Conference Room (Parks Office)
- Tourism Promotion & Strategic Planning, Thursday, Aug 18, 2016, 4:30 PM, Anacortes Public Library Meeting Room

City Council Minutes – August 1, 2016

Mayor Laurie Gere called to order the regular Anacortes City Council meeting of August 1, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. Councilmember Ryan Walters was absent. The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Planning Commission Appointment: Mayor Gere requested Council confirmation of her appointment of Geoffrey Mount to the Planning Commission to fill the remainder of a term that will expire December 2020. Mr. Johnson moved, seconded by Ms. Pickett, to approve the appointment of Geoffrey Mount to the Planning Commission. Vote: Ayes – Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.

Public Works Committee Report: Mr. Johnson reported from the committee meeting held earlier in the evening. He advised that the stormwater utility rate discussion begun at the July 25, 2016 City Council meeting would continue in September, the 3MG water tank contract was expected to be let over the summer with construction to begin before year end, the mayor and public works director would be meeting with Anacortes School District #103 regarding updating the 1985 agreement for maintenance of the Operations Building, staff was pushing ahead with vigor on the fiber project, and that the roundabout proposed by WSDOT for SR20 at Sharpes Corner should improve circulation at that intersection.

Ms. Lovelett invited the public to attend the family friendly National Night Out at Storvik Park on Tuesday, August 2, from 6:30-8:00 p.m., followed by a candlelight vigil for community peace at 8:00 p.m.

Ms. Lovelett announced that the Housing Affordability and Community Services committee had formed three working groups focusing on different topics. She said the Affordable Housing group met the prior week and would be developing an affordable housing strategic plan in accordance with the recently adopted Comprehensive Plan. She added that the Social Services group would meet on August 11, 2016 at 4:00 p.m. in the City Council chambers.

Public Comment

Merilee Huffman, 806 Commercial Ave, reported that the stop sign at the southeast corner of 8th Street and Commercial Avenue was partially obscured by a hanging flower basket and that vehicles were running through the intersection without stopping. She suggested removing the planter. Mayor Gere said that the Parks and Public Works departments would address that concern.

Warren Tessler, 1613 6th Street, spoke regarding Item 5c, COA/DNR Memorandum of Agreement for Thompson Parkway Trestle and Causeway Replacement. Speaking as a trustee of the Anacortes Parks Foundation and the chair of its Guemes Channel Trail subcommittee, Mr. Tessler supported the replacement project but emphasized the third objective outlined in the agreement which recognizes that the project should not compete for funds that might be available for the ongoing Guemes Channel Trail construction effort.

Consent Agenda

Ms. Pickett removed Item 5c, COA/DNR Memorandum of Agreement: Thompson Parkway Trestle and Causeway Replacement, from the Consent Agenda. Mr. Johnson moved, seconded by Mr. Adams, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- a. Minutes of July 25, 2016
- b. Approval of Claims in the amount of: \$307,490.79
- d. Street Fair Applications: Eagles BBQ, Oyster Run, Jingle Bell Dash
- e. Contract Award: Generator Set Preventative Maintenance (under State Contract)
- f. Accept as Complete: 2016 Slurry Seal Project (15-077-TRN-002)

The following vouchers/checks were approved for payment:

Voucher (check) numbers: 81434 through 81534, total \$432,480.15

EFT numbers: 205478 through 206480, total \$15,590.27

c. COA/DNR Memorandum of Agreement: Thompson Parkway Trestle and Causeway Replacement

Ms. Pickett expressed concern that funding to remove creosote pilings may be more available than funding to then rebuild the trestle. She requested language in the agreement to the effect that, "No removal work will be started until total funds for the complete replacement of the planned removal are in Anacortes' hands." Parks and Recreation Director Gary Robinson said he could add that language and Council could approve the agreement conditioned on that change. Ms. Lovelett suggested that the project funding might be awarded to a responsible party other than Anacortes. City Attorney Darcy Swetnam suggested altering the language to "... funds have been secured." Ms. Pickett countered with "... funds have been secured by the City of Anacortes." Mr. Robinson addressed councilmember questions about how to ensure that the project would not jeopardize funding for completing the Guemes Channel Trail. Several councilmembers observed that the proposed MOA covered planning the project only, not constructing it. Ms. Pickett moved, seconded by Mr. Miller, to accept the Memorandum of Agreement as amended. The motion passed by voice vote with Ms. Lovelett voting against.

OTHER BUSINESS

Resolution 1966: City of Anacortes Personnel Policies

Administrative Services Director Emily Schuh presented updated personnel policies for adoption by Council. She explained the extensive review by Washington Cities Insurance Authority, legal counsel, employees, bargaining units, and the Council Personnel Committee and noted that the policies were last updated in September 2014. Ms. Schuh advised that the policies presented in the evening's council packet would be updated to amend Policy 201 regarding Equal Employment Opportunity with the phrase "status as an honorably discharged veteran" in lieu of "military/veteran status." She offered to answer councilmember questions about the updates from prior versions; the changes were summarized in the agenda bill. Mr. Johnson inquired about the proposed vacation transfer included in revised Policy 502. Ms. Schuh explained that the program would allow the city to reduce its vacation liability at current wage rates and also encourage employees to save for retirement. She added that transfer of accrued vacation over 160 hours to a deferred compensation account was already available to represented police and fire employees and she did not anticipate that it would be widely used. Mr. Adams warned against rewarding employees for not taking vacation and encouraged timely use of accrued vacation. Ms. Schuh responded to a question from Mr. Archibald regarding changing the pay dates outlined in Policy 304, noting that changes to that section would have to be negotiated with collective bargaining units.

Mr. Archibald moved, seconded by Mr. Johnson, to approve **Resolution 1966** adopting the City of Anacortes personnel policies. Vote: Ayes – Adams, Lovelett, Archibald, Miller, Johnson and Pickett. Motion carried.

There being no further business, at approximately 6:35 p.m. the Anacortes City Council meeting of August 1, 2016 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the August 8, 2016 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206595	3/30/2016	57916497	03088	WILSON COMPANY, THE H W	BOOKS - ADULT	\$265.50
206508	4/15/2016	2015965	01046	GATEWAY CONTROLS	TROUBLESHOOT & REPAIR WTP GATES	\$339.23
206504	5/23/2016	668347	00496	CASCADE COLUMBIA DIST	SODIUM FLUORIDE	\$1,831.30
204501	5/25/2016	Veh licensing	00765	DEPARTMENT OF LICENSING	LICENSING VEHICLE #609	\$182.00
205080	6/2/2016	2502084389	01232	HEWLETT PACKARD ENTERPRISE CO.	NETWORK SWITCHES	\$8,699.51
206432	6/13/2016	0039583-IN	02753	TMG SERVICES	ANNUAL CHLORINE SYSTEM MAINTENANCE & SERVICE	\$7,859.53
206629	6/21/2016	A1120735	02405	SEBO'S DO-IT CENTER	IRRIGATION	\$6.55
205367	6/21/2016	Contract 7314	09740	DUMAS BAY CNTR	2016 WA STATE LIBRARY DIRECTORS MTG ROOM RENTAL	\$66.60
206676	6/28/2016	9647	09161	CLEANER GUYS LLC	WEEKLY CLEANING OF STA 1 FOR JUNE	\$488.00
206677	6/29/2016	9842	09161	CLEANER GUYS LLC	WEEKLY CLEANING OF STA 1 FOR JULY	\$488.00
206202	6/30/2016	0669067	08811	AMAZON.COM	LAMINATING POUCHES, OOS TAGS	\$57.00
205624	6/30/2016	3034080	10234	LA POLICE GEAR, INC.	UNIFORM BOOTS; SGT KING	\$163.94
206551	6/30/2016	60	06629	BOYS & GIRLS CLUBS	JUNE LUNCH PROGRAM SER PROVISION 45@\$20	\$900.00
206107	7/1/2016	7612687	02896	VISA	SUPPLIES - CARNEGIE	\$92.38
206199	7/4/2016	7/4/16	02342	SAFEBAY INC	PARADE CANDY	\$57.39
206200	7/4/2016	7/4/16	09391	WALGREENS	PARADE CANDY	\$37.68
205835	7/5/2016	116-6931803-5981025	08811	AMAZON.COM	BOOK FOR ERIC SHJARBACK	\$28.33
206204	7/5/2016	9994643	08811	AMAZON.COM	FOLDER LABELS, OFFICE CHAIR FLOOR MAT,	\$67.00
206161	7/5/2016	FSQXJW	02896	VISA	TRAINING OUT OF STATE AIRFARE; RECORDS SUPERVISOR INGRAM	\$299.20
205861	7/6/2016	107-0282562-3493860	08811	AMAZON.COM	BREAK ROOM SUPPLIES: COCOA	\$32.34
206440	7/7/2016	206866	02063	PCE PACIFIC INC	FREE CHLORINE MEMBRANES, SENSOR FILL SOLUTIONS	\$3,182.39
205907	7/7/2016	88777	00777	DEPT OF ENTERPRISE SVCS	2016 WSDOT SPEC BOOK FOR TIM	\$27.22
205923	7/7/2016	OJI142D00101C3	08879	PARTY CITY	BALLOONS FOR KIDS R BEST FEST	\$36.46
205924	7/7/2016	OJI142D00101D4	08879	PARTY CITY	SURVIVOR CAMP SUPPLIES	\$10.84
206159	7/11/2016	00208958614970634	08811	AMAZON.COM	OFFICE SUPPLIES	\$85.10

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206160	7/11/2016	00237213350809829	08811	AMAZON.COM	OFFICE SUPPLIES; DISK MAILERS	\$9.93
206606	7/11/2016	102-3865567-1270667	08811	AMAZON.COM	AC ADAPTERS, DC POWER PIGTAILS	\$58.60
206602	7/11/2016	102-6702929-8168269	08811	AMAZON.COM	O RING GASKETS, O RING SEALING WASHERS	\$10.82
206604	7/11/2016	102-9338085-5359438	08811	AMAZON.COM	LABELWRITER LABELS, BALLPOINT PENS, DESK ORGANIZER. PENCIL HOLDERS	\$76.77
205986	7/11/2016	16-16728	00850	EDGE ANALYTICAL INC	FINAL EFFLUENT TESTING	\$168.00
206640	7/11/2016	A1128005	02405	SEBO'S DO-IT CENTER	KEY - HEART	\$8.25
206322	7/12/2016	140284	06196	AUTOMOTIVE TRAINING GROUP INC	EVAPORATIVE EMISSIONS TRAINING	\$209.00
206124	7/12/2016	62296D	07655	DEPT OF LICENSING	VEHICLE LICENSING FOR #207A	\$49.25
206179	7/12/2016	95055138274961940097	02807	UNITED STATES POSTMASTER	MAILING OF SPRAY PARK DOCUMENTS	\$10.69
206641	7/12/2016	A1128486	02405	SEBO'S DO-IT CENTER	HANDLES - DEPOT BOLLARDS	\$16.90
206657	7/12/2016	B337837	02405	SEBO'S DO-IT CENTER	IRRIGATION - ISLAND VIEW	\$11.67
206122	7/12/2016	E9938-455373	02916	WASHINGTON FIRE CHIEFS	TRAINING FOR SCOTT PARRETT / DAN MARTIN	\$1,080.00
206559	7/13/2016	0550083214	01941	HONEY BUCKET	MT. ERIE UNIT - 7/13-8/09/16	\$107.50
206620	7/13/2016	P1552-8	06985	QUALITY CONTROLS CORP.	TELEMETRY TROUBLESHOOTING & SERVICE	\$1,007.50
206619	7/13/2016	P1552-9	06985	QUALITY CONTROLS CORP.	TELEMETRY SERVICE - ETHERNET SWITCHES	\$4,605.69
206524	7/14/2016	0678899-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES CARNEGIE	\$9.90
206525	7/14/2016	0678901-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES CARNEGIE	\$33.62
206608	7/14/2016	102-6994161-4232230	08811	AMAZON.COM	SPARE FUSES FOR DIGITAL MULTIMETER	\$20.00
206485	7/14/2016	694673	01421	JCI JONES CHEMICALS INC	SODIUM HYDROXIDE	\$3,064.29
206596	7/14/2016	93819404	01318	INGRAM LIBRARY SERVICES	BOOKS - ADULT	\$85.15
206598	7/14/2016	93819405	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$256.11
206644	7/14/2016	A1129109	02405	SEBO'S DO-IT CENTER	HANDLES - DEPOT BOLLARDS	\$5.63
206647	7/14/2016	A1129141	02405	SEBO'S DO-IT CENTER	WHITE PAINT, FASTENERS	\$4.34
206648	7/14/2016	A1129264	02405	SEBO'S DO-IT CENTER	LIGHT BULBS	\$31.44
206158	7/15/2016	002488725013529049	08811	AMAZON.COM	NATIONAL NIGHT OUT SUPPLIES	\$40.41
206175	7/15/2016	1015758947	02932	WASHINGTON STATE BAR ASSN.	REAL PROPERTY DESKBOOK SERIES FOR CITY ATTORNEY	\$231.32
206544	7/15/2016	refundYoung	10261	YOUNG, SETH	REFUND CAMPSITE FEE - PAID TWICE	\$20.00
206541	7/16/2016	RefundDegiorgi	10262	DE GIORGI, ADRIENNE	REFUND CAMPING FEE- PAID BUT NO SITE	\$30.00
206503	7/17/2016	7682	01616	LOWE'S BUSINESS ACCOUNT/GEMB	JUNE/JULY HARDWARE SUPPLIES	\$756.61

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206230	7/18/2016	106-1871525-2553009	08811	AMAZON.COM	27-GAL PORTABLE POLYPROPYLENE OIL DRAIN	\$393.71
206234	7/18/2016	106-8014258-3564239	08811	AMAZON.COM	SIMPLEX PUSHBUTTON LOCKS	\$944.58
206610	7/18/2016	107-0845619-3721813	08811	AMAZON.COM	STAND UP DESK, LUMBAR CUSHIONS FOR TIFFANY MATSON	\$247.92
206609	7/18/2016	107-6068994-7060213	08811	AMAZON.COM	SUCTION CANISTERS FOR LAB	\$20.58
206529	7/18/2016	126375	00258	ATTORNEY & NOTARY SUPPLY OF	NOTARY BOND AND FEE	\$135.34
206210	7/18/2016	22901	00777	DEPT OF ENTERPRISE SVCS	PATROL UNIFORM; HAZMAT TYVEK SUITS	\$65.34
206201	7/18/2016	486900	08811	AMAZON.COM	DEWALT DRILL	\$64.89
206549	7/18/2016	5043436260	01299	RICOH USA, INC	ENG C86112175 COPIES	\$3,503.13
206370	7/18/2016	6276	06498	COASTAL WEAR PRODUCTS	PART FOR VEH #303	\$444.85
206649	7/18/2016	A1130622	02405	SEBO'S DO-IT CENTER	IRRIGATION SUPPLIES	\$38.25
206613	7/19/2016	109945	04923	SKAGIT VALLEY FOOD CO-OP	PUBLIC WORKS BUDGET RETREAT LUNCHES	\$92.77
206515	7/19/2016	20297286	01015	FRED PRYOR SEMINARS	EXCEL TRAINING AUGUST 10, 2016	\$99.00
206303	7/19/2016	6659HR	02896	VISA	WELLNESS GRANT PURCHASES	\$420.70
206248	7/19/2016	95055138274762010086	02807	UNITED STATES POSTMASTER	MAILING OF SPRAY PARK PLANS	\$10.00
206653	7/19/2016	A1130820	02405	SEBO'S DO-IT CENTER	MALE HOSE END	\$5.85
206634	7/19/2016	A1130929	02405	SEBO'S DO-IT CENTER	ITEMS FOR CLEANING PURPOSES @ CITY HALL	\$9.15
206659	7/19/2016	B338600	02405	SEBO'S DO-IT CENTER	IRRIGATION	\$5.05
206532	7/19/2016	refund-knutson	10265	KNUTSON, JEANNE	BOATING LOT REFUND-MECHANICAL PROBLEMS	\$69.00
206521	7/20/2016	0679068-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES REC RETENTION	\$85.67
206320	7/20/2016	107-4425587-6003433	08811	AMAZON.COM	OFFICE SUPPLIES - KLEENEX TISSUES	\$45.99
206526	7/20/2016	199 800 0000 4	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS MHC/WTP	\$17.17
206372	7/20/2016	22901	00777	DEPT OF ENTERPRISE SVCS	PATROL SUPPLIES; SHOTSHELL CARRIER/SHOTGUN ACCESSORIES	\$35.00
206534	7/20/2016	300048952	01443	KCDA PURCHASING COOPERATIVE	COPY PAPER 3 HOLE PUNCHED - FINANCE	\$54.00
206528	7/20/2016	912 800 0000 0	00494	CASCADE NATURAL GAS CORP.	NATURAL GAS - CARNEGIE	\$28.32
206489	7/20/2016	91869618	01061	CHEMTRADE SOLUTIONS LLC	ALUM	\$6,022.38
206601	7/20/2016	94160266	10089	MIDWEST TAPE	DVDS	\$43.37
206603	7/20/2016	94162167	10089	MIDWEST TAPE	DVDS	\$21.69
206660	7/20/2016	C273905	02405	SEBO'S DO-IT CENTER	SOD CUTTER RENTAL - ADULT SOFTBALL	\$31.95
206349	7/20/2016	cash&carry72016	09946	CASH & CARRY	GATORADE & PAPER CUPS - ART DASH	\$175.27

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206614	7/21/2016	108907	04923	SKAGIT VALLEY FOOD CO-OP	SUPPLIES FOR PUBLIC WORKS BUDGET RETREAT LUNCH	\$8.58
206654	7/21/2016	1131748	02405	SEBO'S DO-IT CENTER	FSTENERS, SANDING DISK, RESPIRATOR	\$62.36
206185	7/21/2016	77715366	10088	GOTOCITRIX.COM	MONTHLY GOTOCITRIX PAYMENT 7/21-8/20/16	\$53.17
206622	7/21/2016	894891/1	00021	ACE HARDWARE	MIRACLE SUN SHIELD	\$3.88
206426	7/21/2016	PE44586	04110	NORTHWEST FORKLIFT	PART FOR VEH #413	\$170.17
206573	7/21/2016	WAANA84274	00939	FASTENAL CO	STAINLESS STEEL HEX NUTS AND HEX CAP	\$175.06
206465	7/22/2016	20066629259	08975	RUNNING AWARDS	MEDALS FOR ART DASH	\$180.48
206477	7/22/2016	2245	08674	RAINIER ENVIRONMENTAL LAB	WHOLE EFFLUENT TOXICITY - DMR ANALYSIS	\$200.00
206533	7/22/2016	300049331	01443	KCDA PURCHASING COOPERATIVE	24# COPY PAPER FOR COLOR COPIER 3RD FL	\$237.45
206511	7/22/2016	5149-7	02434	SHERWIN WILLIAMS	ROOF PAINT FOR 29TH ST RESERVOIR	\$290.02
206501	7/22/2016	74187	09005	AMJAY INC	T SHIRTS FOR 2016 ART DASH	\$2,479.23
206616	7/22/2016	8463-4	02434	SHERWIN WILLIAMS	ROOF PAINT FOR 29TH ST RESERVOIR	\$559.37
206510	7/23/2016	895022/1	00021	ACE HARDWARE	OIL FOR BLOWER	\$8.78
206542	7/23/2016	refundKemper	10264	KEMPER, KELSI	REFUND CAMPSITE FEE, PAID BUT NO SITE	\$20.00
206449	7/25/2016	102-0481420-4112215	08811	AMAZON.COM	CELL PHONE CASE DAN MARTIN	\$102.43
206531	7/25/2016	1081157	09237	WASHINGTON TRACTOR	HONDA MOWER-HRC2163HXA	\$1,122.93
206605	7/25/2016	13687	09617	FRONTLINE CLEANING SERVICES	CUSTODIAL SERVICE	\$340.00
206562	7/25/2016	21224	00841	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING;	\$286.44
206680	7/25/2016	21225	00841	ECONOWASH LAUNDRY & DRY	JULY LAUNDRY	\$643.13
205418	7/25/2016	48129/2	06246	H.B. JAEGER	3" PORTABLE FIRE HYDRANT METER	\$1,749.32
206682	7/25/2016	760213	01588	LIFE ASSIST INC	PARAMEDIC SHEARS, FORCEPS, PREP RAZORS,	\$227.78
206556	7/25/2016	8136 50 291 0005268	09989	WAVE	FIBER LEASE WTP TO CITY HALL 8/1-8/31	\$318.44
206555	7/25/2016	8498 30 017 0487207	04412	COMCAST	INTERNET FEE CITY HALL 8/5-9/4	\$191.12
206578	7/26/2016	046025529	05275	RAIN FOR RENT	PUMP RENTAL FOR FERRY TERMINAL PUMP	\$3,244.96
206522	7/26/2016	0679280-001	00306	BAYSHORE OFFICE PRODUCTS	ENVELOPES	\$18.73
206519	7/26/2016	0679282-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES MHC	\$4.33
206513	7/26/2016	10217731	02896	VISA	BOOK - TEXTILES	\$36.21
206512	7/26/2016	1081994	09237	WASHINGTON TRACTOR	WEEDEATER BLADE	\$17.57
206509	7/26/2016	1988708267	06718	ARAMARK	WTP LAUNDRY SERVICE	\$41.95
206561	7/26/2016	30998	00797	DIMENSIONAL COMMUNICATIONS INC	BLDG MAINT; SECURITY VIDEO REPAIR	\$368.90

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206624	7/26/2016	5292-5	02434	SHERWIN WILLIAMS	ROOF PAINT FOR 29TH ST RESERVOIR	\$290.02
206681	7/26/2016	94105477	10090	ARROW INTERNATIONAL	BOX EZ-IO 45 MM NEEDLES	\$560.89
206630	7/26/2016	E29929	02405	SEBO'S DO-IT CENTER	PARTS FOR #11915	\$54.01
206615	7/26/2016	ST2162081484IS	01364	ISLAND HOSPITAL	MEAD, DAVID, COPAY	\$6.38
206517	7/27/2016	0679353-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES CARNEGIE	\$47.90
206593	7/27/2016	1141376	00999	FOSTER PEPPER PLLC	WATER TREATMENT PLANT MATTER #96	\$2,170.00
206591	7/27/2016	1141392	00999	FOSTER PEPPER PLLC	WHOLESALE WATER CONTRACT MATTER #84	\$8,651.74
206557	7/27/2016	1491038	02519	SKAGIT PUBLISHING	AA1491038 PUBLISH ORDINANCE 2982 COMP PLAN ADOPTION	\$59.70
206565	7/27/2016	16A05525	00180	ANACORTES TOWING LLC	TOWING; APD CASE #16-A05525	\$162.75
206607	7/27/2016	21843	01263	HORIZON AUDIO & VIDEO	CHANGE SPEAKER LOCATION	\$158.54
206087	7/27/2016	4798 5100 5527 6725	10245	OLDENBURG GROUP INC	LIGHT FIXTURE KNOBS	\$557.50
206427	7/27/2016	4798 5100 5527 6725	02813	UNITED STATES POSTAL SERVICE	VISA - USPS PREPAID ENVELOPES	\$163.00
206658	7/27/2016	5039334MB	01530	LAKESIDE INDUSTRIES	ROCK FOR STREET DEPT	\$338.84
206646	7/27/2016	5039339MB	01530	LAKESIDE INDUSTRIES	ROCK/ASPHALT FOR WATER DEPT	\$357.70
206645	7/27/2016	5039363MB	01530	LAKESIDE INDUSTRIES	ASPHALT FOR WATER DEPT	\$1,203.44
206650	7/27/2016	5104058MB	01530	LAKESIDE INDUSTRIES	WA CLASS G ASPHALT- STREET DEPT	\$7,225.99
206594	7/27/2016	8561000221523	02896	VISA	CITY HALL REPAIR ITEMS	\$407.70
206599	7/27/2016	93987179	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$13.00
206600	7/27/2016	93987180	01318	INGRAM LIBRARY SERVICES	BOOKS - JUVENILE	\$229.54
206539	7/27/2016	WAANA0272	00939	FASTENAL CO	FASTENERS	\$23.69
206572	7/28/2016	001-343201	02109	PISTON SERVICE OF ANACORTES	PARTS FOR VEH #203A	\$86.26
206571	7/28/2016	001-343225	02109	PISTON SERVICE OF ANACORTES	PARTS FOR SHOP STOCK	\$458.14
206639	7/28/2016	0101644	06543	PACIFIC TIRE	SERVICE ON VEH #406	\$27.67
206537	7/28/2016	0177208	00950	FIDALGO BAY COFFEE COMPANY	SUNSET FRENCH COFFEE - C/H	\$111.60
206679	7/28/2016	0177209	00950	FIDALGO BAY COFFEE COMPANY	10 LBS. COFFEE - 7/28	\$93.00
206592	7/28/2016	1141857	00999	FOSTER PEPPER PLLC	WTP MATTER #96 (EXPERT CONSULTANTS)	\$43,924.21
206678	7/28/2016	16-14554	08938	NORTHWEST SAFETY CLEAN	BUNKER GEAR REPAIR	\$361.39
206546	7/28/2016	1988711704	06718	ARAMARK	LAUNDRY SVC FOR OPS & PARKS	\$70.93
206566	7/28/2016	198871695	06718	ARAMARK	NYLON MATS CLEANED	\$16.28
206500	7/28/2016	238767	01023	FRONTIER BUILDING SUPPLY	CONCRETE MIX	\$50.78
206643	7/28/2016	8897	01516	KRIEG CONSTRUCTION INC	ASPHALT FOR STREET DEPT PROJECT	\$4,879.65
206621	7/28/2016	91461	00719	DALCO INC	PRESSURE WASHER FITTINGS	\$88.12

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206538	7/28/2016	A1134283	02405	SEBO'S DO-IT CENTER	FASTENERS - TRESTLE	\$33.00
206618	7/28/2016	J958545	02123	PLATT ELECTRIC SUPPLY INC	REPLACEMENT FUSES	\$89.49
206502	7/28/2016	refund-4 days band	07944	CARROLL, REBECCA	CANCELLATION - ALEX & EMILY - 2 CLASSES	\$215.00
206574	7/29/2016	001-343304	02109	PISTON SERVICE OF ANACORTES	PART FOR VEH #149	\$102.99
206674	7/29/2016	238865	01023	FRONTIER BUILDING SUPPLY	LUMBER AND PAINT FOR EXTRICATION	\$120.77
206675	7/29/2016	238933	01023	FRONTIER BUILDING SUPPLY	LUMBER & PAINT FOR EXTRICATION CRIBBING	\$57.62
206597	7/29/2016	275	03004	WATERMARK BOOK COMPANY	BOOKS - ADULT	\$17.36
206535	7/29/2016	857385-0	09557	KEENEY'S	SHEET PROTECTORS - WA PARK	\$3.69
206536	7/29/2016	857392-0	09557	KEENEY'S	SCOTCH TAPE & RUBBER BANDS - FINANCE	\$15.72
206628	7/29/2016	A1134682	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE IN CONFERENCE ROOM	\$17.77
206631	7/29/2016	A1134820	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE IN CITY HALL CONFERENCE ROOM	\$24.47
206514	7/29/2016	css running club	09003	SKAGIT RUNNING CLUB	FINISH LINE TIMING - ANACORTES ART DASH	\$300.00
206518	7/29/2016	NWACDM Membership	07640	NWACDM	CDBG - ANNUAL MEMBER NWACDM	\$100.00
206516	7/29/2016	refund art camp	10201	WARM, SUSAN LAVELL	CANCELLATION OF YOUTH ART CAMP FOR	\$90.00
206507	7/29/2016	REIM	09386	VAN WYCK, SETH	REIMBURSEMENT FOR WTPO II APPLICATION AND TESTING FEES	\$185.00
206564	7/30/2016	00005w5a83316	02817	UNITED PARCEL SERVICE	UPS SHIPPING CHARGES; PREVIOUS WEEK	\$24.97
206617	7/30/2016	000099E018316	02817	UNITED PARCEL SERVICE	SHIPPING CHARGE TO ARISTA CORP	\$15.85
206611	7/31/2016	10056077	10069	NAVIA BENEFIT SOLUTIONS	JULY MEMBERSHIP FEE.	\$112.05
206623	7/31/2016	895398/1	00021	ACE HARDWARE	DENATURED ALCOHOL FOR WTP LAB	\$16.59
206540	7/31/2016	901106	10266	ANDERSON, BETH	REFUND CANCELLED CAMPSITE RESERVATION,	\$75.00
206671	7/31/2016	CL50435	02260	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JULY	\$17,084.94
206543	7/31/2016	refundStrain	10263	STRAIN, REBECCA	REFUND ONE NIGHT CAMPSITE FEE - TOO	\$26.00
206642	8/1/2016	0195057-IN	02260	REISNER DISTRIBUTOR INC	DIESEL EXHAUST FLUID FOR SHOP	\$446.58
206563	8/1/2016	080116	00955	FIDALGO CLEANING	CLEANING & SUPPLIES; 8/1-8/15	\$576.00
206636	8/1/2016	105103	07339	ELLIOTT TIRE & SERVICE INC	TIRES FOR STOCK	\$618.12
206590	8/1/2016	10790	07114	FURLONG, BRADFORD	PROFESSIONAL SERVICES JULY 2016	\$2,067.38
206662	8/1/2016	160604	04831	T-SHIRTS BY DESIGN	T-SHIRTS	\$173.60
206625	8/1/2016	1733	07984	NORTHWEST CORROSION	ANNUAL CATHODIC PROTECTION SERVICE	\$1,000.00
206575	8/1/2016	1988715744	06718	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$73.83
206569	8/1/2016	530	02141	PORT OF ANACORTES	DOCK RENTAL	\$96.00
206558	8/1/2016	808889	08818	REECE, STORMIE	JULY 2016 CLEANING OF DEPOT	\$462.00
206576	8/1/2016	81704	01431	JWC ENVIRONMENTAL LLC	COUPLING INTERLOCKS, SEAL ASSEMBLY, OIL	\$4,635.91

Invoice Doc #	Transaction Date	Invoice #	Vendor #	Vendor Full Name	Description	Total Amount
206588	8/1/2016	8292	02141	PORT OF ANACORTES	MOORAGE - QUARTERLY - SPACE QD-01A	\$64.66
206581	8/1/2016	983	02141	PORT OF ANACORTES	DOCK RENTAL - QD-19	\$32.00
206582	8/1/2016	984	02141	PORT OF ANACORTES	DOCK RENTAL - QD24	\$32.00
206583	8/1/2016	985	02141	PORT OF ANACORTES	DOCK RENTAL - QD-21	\$32.00
206584	8/1/2016	986	02141	PORT OF ANACORTES	DOCK RENTAL - QD-22	\$32.00
206586	8/1/2016	987	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
206587	8/1/2016	989	02141	PORT OF ANACORTES	DOCK RENTAL	\$32.00
206568	8/1/2016	A1135838	02405	SEBO'S DO-IT CENTER	PARTS FOR WATER DEPT	\$85.07
206560	8/1/2016	A1135869	02405	SEBO'S DO-IT CENTER	BLDG MAINT; REPLACEMENT OUTSIDE LIGHT BULB	\$32.54
206632	8/1/2016	C274263	02405	SEBO'S DO-IT CENTER	PART FOR VEH #11915	\$28.71
206580	8/1/2016	refund - ceteras	10268	CETERAS, CYNTHIA	CANCELLED SITE B12 FOR 8/6/2016	\$10.00
206579	8/1/2016	refund-nelson	10269	NELSON, MARY	CANCELLED 2 SITES FOR 8/12-13/2016 AND	\$140.00
206627	8/2/2016	0679062-001	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES	\$31.56
206626	8/2/2016	0679062-002	00306	BAYSHORE OFFICE PRODUCTS	OFFICE SUPPLIES	\$7.58
206638	8/2/2016	2017-WAR045549	00780	DEPARTMENT OF ECOLOGY	RSMP STORMWATER PERMIT	\$6,184.91
206661	8/2/2016	239256	01023	FRONTIER BUILDING SUPPLY	PIER BLOCKS, BRACKETS - SHIP TRAIL	\$9.73
206633	8/2/2016	41600195544	02909	LES SCHWAB TIRE CENTERS	TIRE FOR VEH #706	\$222.63
206637	8/2/2016	A1136209	02405	SEBO'S DO-IT CENTER	ITEMS FOR USE IN MULTIPLE FACILITIES	\$5.90
206655	8/2/2016	A1136222	02405	SEBO'S DO-IT CENTER	WHITE MARKING PAINT	\$7.23
206635	8/2/2016	GB00100301	02776	TRANSAMERICA LIFE INS CO	AUGUST, LEOFF LONG-TERM CARE INSURANCE	\$354.90
206664	8/2/2016	Petty Cash Keri	02088	PETTY CASH FUND	REIMBURSE PETTY CASH FUND KERI	\$199.62
206550	8/25/2016	2017-WA0020257	00780	DEPARTMENT OF ECOLOGY	WASTEWATER PERMIT - 2016 FIRST HALF	\$7,743.60
206547	8/27/2016	A1134070	02405	SEBO'S DO-IT CENTER	FASTENERS	\$0.91
206552	8/28/2016	16-16727	00850	EDGE ANALYTICAL INC	FINAL EFFLUENT TESTING	\$123.00
206553	8/29/2016	16-16731	00850	EDGE ANALYTICAL INC	THICKENED SLUDGE TESTING	\$177.00
206548	8/29/2016	35341	02260	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$1,884.41

Total

\$182,850.61



City Council Agenda Bill

Meeting Date: 8/8/2016

Agenda Item: 5c

Subject: City of Anacortes Emergency Operation Plan

Staff Contact: Emily Schuh

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 1958
	Contract
	Public Hearing
	Staff Report

Summary Statement: Emergency operation plan prepared for Council review and adoption. Prior plans have not been adopted by City Council. Goal is to increase awareness throughout City.

Background:

Budget Impact	
Amount Budgeted	N/A
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Prior to presenting to City Council on May 23, 2016 staff, Skagit County Department of Emergency Management, Skagit 911, and CERT volunteer Brock Ward assisted with the review and development of the document. On April 18, 2016 the Public Safety Committee reviewed the proposed policies and recommended some enhancements. On April 25, 2016 the Personnel Committee reviewed the proposed Emergency Operation Plan.

Following the review of the draft Emergency Operation Plan at the City Council meeting on May 23, 2016 Council feedback was incorporated into the document and Councilmember Walters assisted with reformatting the document for ease of use.

Competing Viewpoints Considered: There is no need for Council to approve the City's Emergency Operation Plan.

Recommended Motion: I move to adopt Resolution 1958 adopting the City's Emergency Operation Plan.

Alternative Actions: Do not adopt revised Emergency Operation Plan.

Attachments (listed in order presented): Resolution 1958, Emergency Operation Plan



RESOLUTION NO. 1958

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF
A CONTINUITY PLAN AND SUPERSEDING
A PRIOR EMERGENCY OPERATION PLAN DATED OCTOBER 2014.**

WHEREAS, the primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved; and,

WHEREAS, the City of Anacortes' Emergency Operations Plan provides a comprehensive framework for city-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, state, federal, and private organizations and resources that may be activated to address disasters and emergencies in the City of Anacortes, and;

WHEREAS, the City of Anacortes Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the Emergency Operation Plan, a copy of which is attached hereto and by this reference made part hereof, as the official act and deed of the City of Anacortes.

PASSED AND APPROVED this 8th day of August 2016.

CITY OF ANACORTES:

By: _____
Laurie M. Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney WSBA #40530



Emergency Operations Plan

updated August 1, 2016

Record of Changes

Change Number	Section	Date of Change	Individual Making Change	Description of Change

Contents

1	Introduction	7
1A	Purpose	7
1B	Objectives	7
1C	Adopting Resolution	7
1D	Preparedness Activities	7
2	Scope, Situations, and Assumptions	9
2A	Plan Scope	9
2B	Situation Overview	9
2C	Planning Assumptions	12
2D	Limitations	15
3	Concept of Operations	16
3A	General	16
3B	National Incident Management System (NIMS)	17
3C	Emergency Management Concepts	17
3D	Direction and Control	19
3E	Emergency Operations Center (EOC)	19
4	Organization and Assignment of Responsibilities	23
4A	Generally	23
4B	Organization & Assignment of Responsibilities	23
5	Direction, Control, and Coordination	32
5A	Authority to Initiate Actions	32
5B	Direction, Control, and Coordination	32
5C	Information Collection and Dissemination	33
6	Administration, Finance, and Logistics	34
6A	General Policies	34
7	Authorities and References	36
7A	Legal Authority	36
7B	References	36

Annex 1. EOC Structure and Organization	37
Annex 2. Scenarios and Response Plans	46
Annex 3. Natural Hazards Mitigation Plan	65

1 Introduction

1A Purpose

It is the purpose of this Plan to define the actions and roles necessary to provide a coordinated response to emergencies within the City of Anacortes. This plan provides guidance within Anacortes with a general concept of potential emergency assignments before, during, and following emergency situations. It also provides for the systematic integration of emergency resources when activated and does not replace county or state operations plans or procedures.

1B Objectives

The objectives of this plan are to:

1. Reduce the loss of life and minimize property damage and loss.
2. Execute a successful order of succession with accompanying authorities in the event a disruption renders City of Anacortes leadership unable, unavailable, or incapable of assuming and performing their authorities and responsibilities of the office.
3. Reduce or mitigate disruptions to operations.
4. Ensure that the City of Anacortes has facilities where it can continue to perform its mission essential functions, as appropriate, during a continuity event.
5. Protect essential facilities, equipment, records, and other assets, in the event of a disruption.
6. Achieve a timely and orderly recovery and reconstitution from an emergency.
7. Ensure and validate the City's Continuity readiness through Continuity Training and exercise programs to test operational capability.

1C Adopting Resolution

The Anacortes City Council initially adopted this plan by Resolution 1958.

1D Preparedness Activities

Preparedness activities are designed to encourage and support a state of readiness in governments, public organizations, businesses, families, and individuals that provide the capability to survive a disaster and to ensure continuity of government. County and municipal governments should take steps to prepare for emergency and/or disaster events **before** those events occur.

County and municipal agencies that have primary and support responsibilities during an emergency or disaster event should take action to develop the operational capabilities necessary to facilitate an effective response. These agencies should:

1. Identify lines of authority to ensure continuity of government.

2. Establish jurisdiction and agency roles and responsibilities for emergency and/or disaster events.
3. Review disaster readiness capabilities and develop and/or update emergency procedures and guidelines.
4. Promote employee individual and family preparedness.
5. Ensure personnel assigned to EOC positions are trained and maintain their proficiency to perform assigned EOC duties.
6. Encourage and maintain inter-jurisdiction and/or inter-agency cooperation and coordination of readiness planning efforts.
7. Maintain facilities, equipment, supplies, and vehicles in a readiness condition.
8. Develop and maintain a resource inventory.
9. Develop and adopt mutual-aid agreements and memorandums of understanding with neighboring jurisdictions/agencies.
10. Elected officials and/or department heads shall identify employees that require NIMS training and arrange for those employees to be trained to the level required.

2 Scope, Situations, and Assumptions

2A Plan Scope

This plan applies to all City of Anacortes departments.

2B Situation Overview

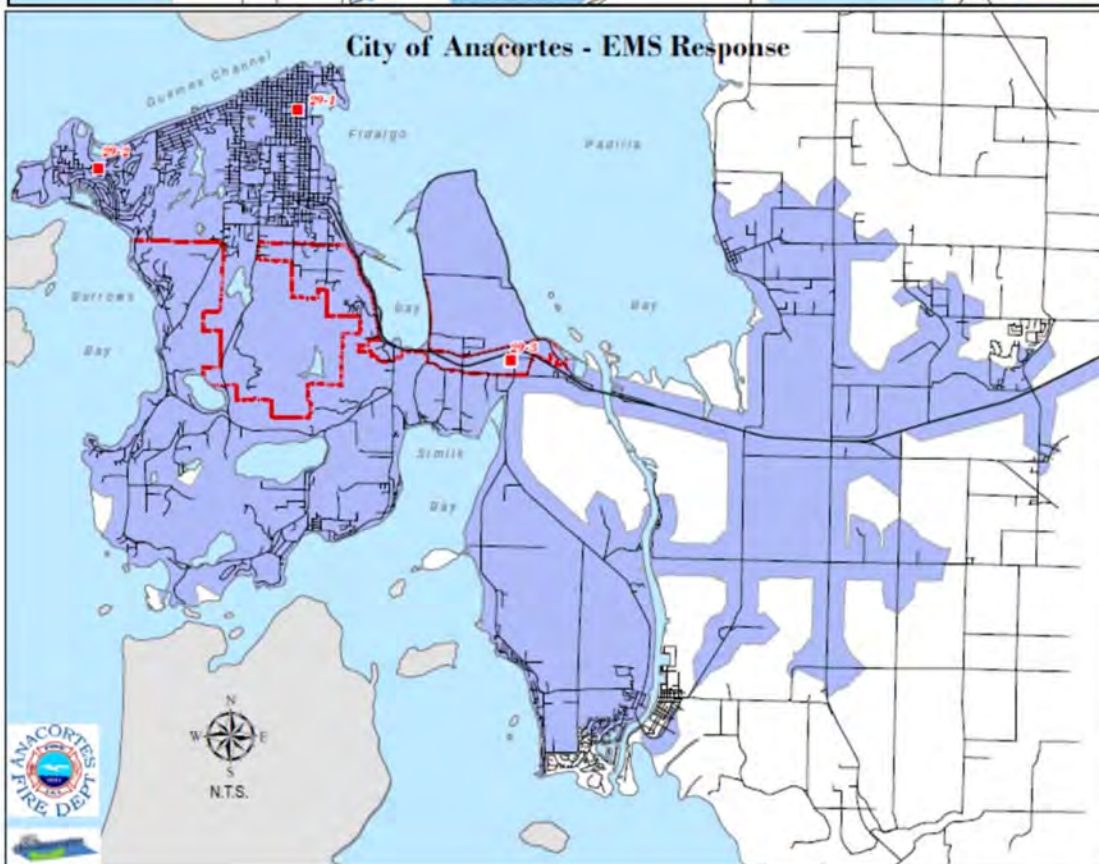
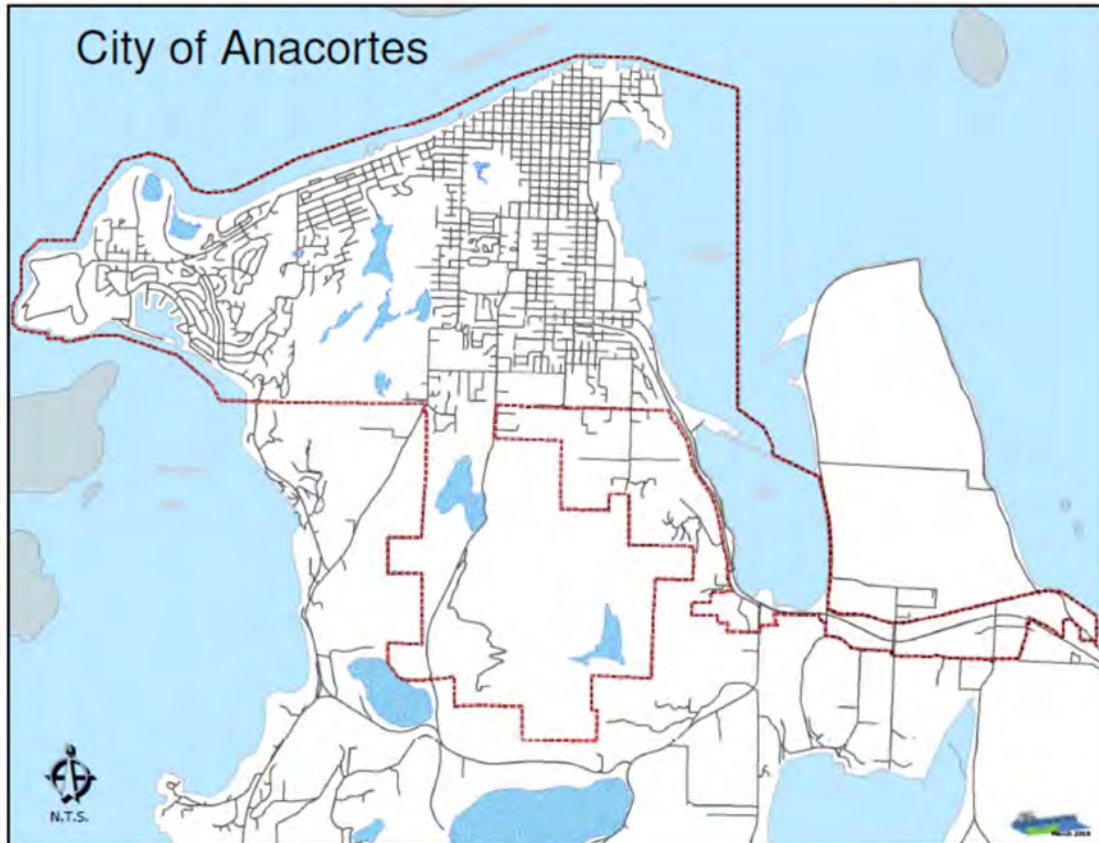
2B-1 Characteristics

(a) Location

- (i) Anacortes is located on the north central coast of Washington State (U.S.), 80 miles north of Seattle, Washington, and 90 miles south of Vancouver, British Columbia.
- (ii) The City is 16 miles west of the I-5 freeway (exit 230), via Highway 20.
- (iii) Skagit County ranks 21st in size among Washington's 39 counties.
- (iv) The City of Mount Vernon is the county seat.

(b) Geographic

- (i) The City of Anacortes is located on Fidalgo Island which lies on the western side of Skagit County.
- (ii) The Anacortes Fire Department response area extends beyond Fidalgo Island.



(c) Demographic

- (i) City of Anacortes has a population of 16,080 residents as the Washington State Office of Financial Management estimated in 2011. The City contains 7,779 acres within the City limits. These include 3,436 acres of park, forest, and open space.
- (ii) The City of Anacortes is located on Fidalgo Island and is connected to the mainland by two bridges: Berentson Bridge on Highway 20 and Rainbow Bridge in La Conner. Deception Pass bridge connects Fidalgo Island to Whidbey Island.
- (iii) Highway 20 passes through Anacortes. The Washington State Department of Transportation owns and operates a major ferry terminal in the City of Anacortes that serves as the primary transportation connection between the San Juan Islands and the mainland as well as providing international service to Victoria, British Columbia, Canada. In addition, Skagit County owns and operates a ferry terminal, also located in the City of Anacortes, to serve the transportation needs of the residents of Guemes Island.
- (iv) The Port of Anacortes has two deep water berths to handle cargo. The Port of Anacortes also operates the Anacortes Municipal Airport which has a 3,015-foot runway.
- (v) Two refineries just outside the City limits host industrial ports, rail lines, and pipelines that are critical links for the state's refinery industry.

(d) Special Events

- (i) From March to October there are many festivals, occurring primarily during the weekends in the City of Anacortes that are attended by 1000's of people.

(e) Anacortes School District

- (i) Anacortes High School
- (ii) Anacortes Middle School
- (iii) Fidalgo Elementary
- (iv) Island View Elementary
- (v) Mount Erie Elementary
- (vi) Whitney Early Childhood Education Center
- (vii) NW Career & Technical Academy

(f) Economic Base and Infrastructure

Anacortes has seen a variety of transformations throughout its history, from lumber and fish processing, to oil refining, recreational boating, and tourism. The primary employment sectors in today's local economy are health care, manufacturing, accommodations and food service. Island Hospital is the largest employer in the City with over 800 employees. The city boasts a healthy industrial segment, including two refineries (just outside the City limits), Trident Seafoods, and Dakota Creek Industries shipyard. Dakota Creek employs 400 staff.

2B-2 Hazard Profile and Vulnerability Assessment

The City of Anacortes and Skagit County are vulnerable to the effects of a variety of natural, human-caused, and technological hazards, varying widely in type and magnitude from local community issues to statewide. The table below is based on the 2014 Skagit County Natural Hazard Mitigation Plan, available at www.skagitcounty.net/Departments/EmergencyManagement/main.htm.

Event	Severity (0-15)	Probability (0-5)	Risk Score
Drought	4	4	16
Earthquake	12	3	36
Flooding	6	2	12
High Winds	7	5	35
Infestation/Disease	6	3	18
Landslide/Erosion	6	4	24
Lightning	2	1	2
Storm Surge	6	4	24
Subsidence, expansive soils	0	0	0
Urban Fire	9	2	18
Wildfire	7	3	21
Winter Storm	7	5	35
Volcanic Activity	2	1	2
Tsunami	5	1	5
Network Cyber Attack	5	3	15
Bomb Threat	5	5	25
Industrial Chemical Incident	10	2	20
Mass Casualty	15	2	30
Active Shooter	15	1	15
HazMat Train Derailment	10	1	10
Terrorism	15	1	15

2C Planning Assumptions

Emergencies and disasters have, and may occur at any time causing significant human suffering, injury and death, public and private property damage, environmental degradation, loss of essential services, economic hardship to businesses, families and individuals, and disruption to local, state, and other governmental entities. The potential also exists for emergencies and disasters occurring outside the City of Anacortes to negatively impact the City.

The possibility exists that emergency response personnel may be victims of the emergency or disaster and situation and response efforts could be greatly compromised. Should such an event occur within Skagit County, the Department of Emergency Management would request assistance from San Juan, Snohomish, and Whatcom Counties through an existing mutual aid agreement. If needed, assistance

would be requested from state, and federal agencies through the Washington State Military Department, Division of Emergency Management.

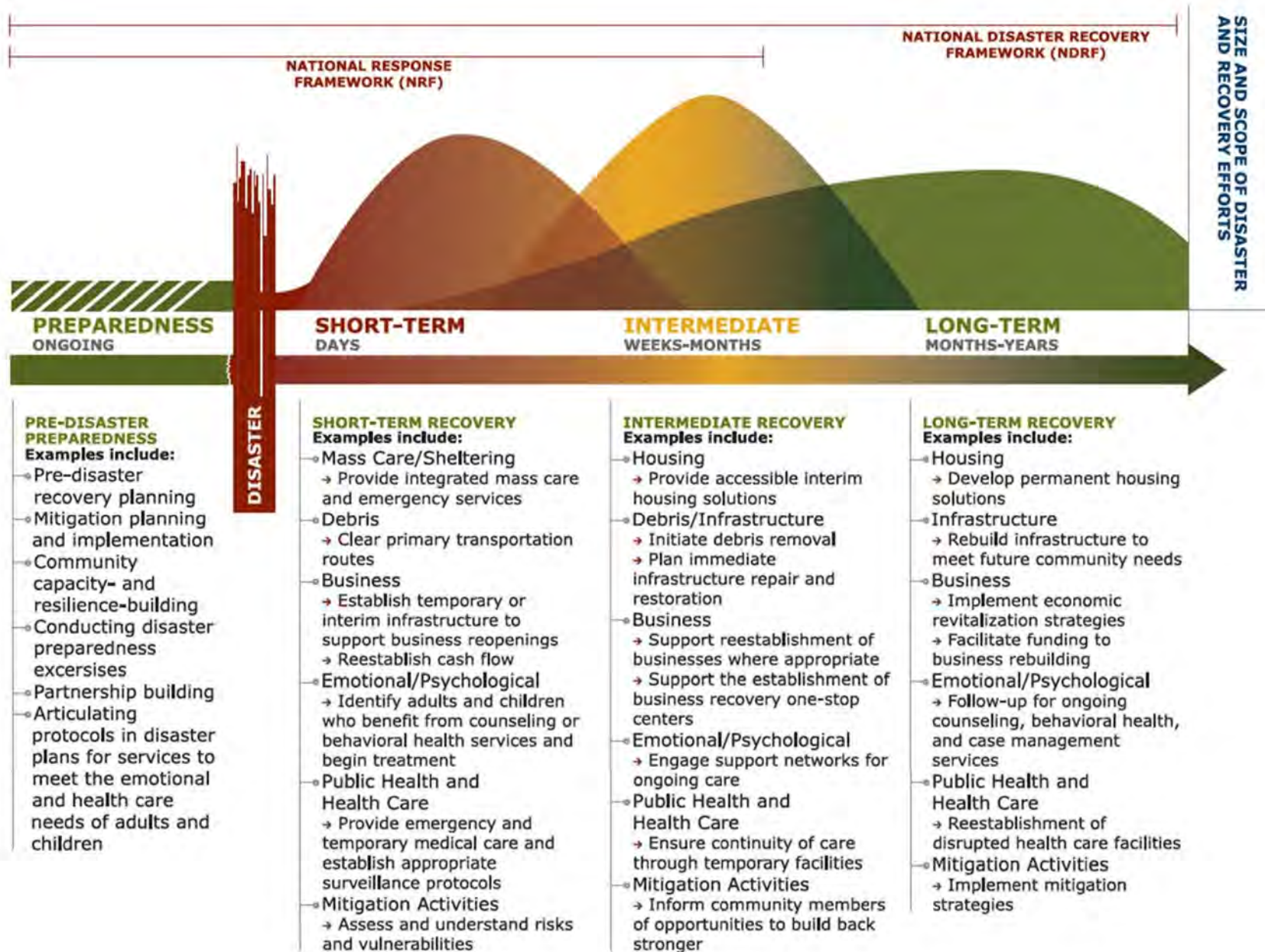
An emergency or disaster could occur at any time. Some emergencies or disasters will occur with enough warning that appropriate notification can be issued to ensure some level of preparation; others will occur without advance warning. The time of year, day of the week, time of day, and weather conditions are key variables that can have an impact on the seriousness of an incident and the ability of government to respond.

A disaster will severely stress normal county and municipal systems. The City of Anacortes and the other municipalities may be unable to satisfy all emergency resource requests during a major emergency or disaster and would likely require outside assistance from other jurisdictions, the state, and the federal government. It is likely that local government response will be delayed; citizens need to be prepared to take care of their own basic survival needs for at least the first 72 hours after an event occurs.

This plan assumes that after an emergency or disaster has occurred that:

1. A safe location can be found for coordination of response and recovery activities.
2. Trained personnel exist to establish command and control and implement emergency plans and procedures.
3. Resources are available.

The figure on the next page is the Recovery Continuum model from the FEMA publication “National Disaster Recovery Framework: Strengthening Disaster Recovery for the Nation” (September 2011), available at http://www.fema.gov/media-library-data/20130726-1820-25045-5325/508_ndrf.pdf.



2D Limitations

The City of Anacortes will make every reasonable effort to respond in the event of an emergency or disaster based upon the situation, information, and resources available at the time. However, no guarantee of a perfect response system is expressed or implied in the City's continuity plan and appendixes.

The City's assets and systems are vulnerable to natural, human-caused, and technological disaster events and may be damaged or overwhelmed. Employees will be concerned about the care of their families and personal possessions. They may be unavailable to support emergency or disaster response activities if they have been personally impacted by the event.

Fundamental resources such as water, food, first-aid supplies, utilities, fuels, shelter and sanitation supplies, and basic survival supplies may be needed.

The City of Anacortes does not have sufficient supplies and equipment on hand for long-term use; the arrival of County, State and Federal assistance may be delayed for several days after the occurrence.

The disaster response and recovery activities of may be limited by:

1. The inability of citizens to be self-sufficient for more than three days without additional food, water, medical and shelter resources.
2. The inability to provide citizens with timely warning and emergency information due to damaged warning systems.
3. The inability of law enforcement, fire, emergency medical, public works, and other governmental agencies to fully respond to the incident due to damage to facilities, equipment, supplies, communication systems, and shortages of personnel.
4. The shortage of trained response personnel and equipment to respond to fire, emergency medical, hazardous materials, law enforcement, public works, and other emergencies.
5. The shortage of medical facilities and critical drugs.
6. Damages to lifelines such as road, rail, utilities, petroleum pipelines, and communication networks.
7. Normal distribution of resources may be reduced or interrupted, impacting the social wellbeing and economic infrastructure of the city.
8. Partial or complete failure of emergency response communication systems due to equipment damage or overloading of telephone lines into the Skagit Emergency Communications (E911) Center.

No guarantee is implied by this plan of a perfect response system. The city can only endeavor to make every reasonable effort within their capabilities to deal with the dangers and hardships imposed based on the situation, the information available, and the resources at hand.

3 Concept of Operations

3A General

Minor emergencies such as response to fires, violations of the law, and emergency medical incidents occur on a daily basis and do not normally require the direct involvement of emergency management and elected officials. On a less frequent basis, local government is confronted with larger scale events that may occur suddenly or over a longer period of time that escalate beyond normal operational capabilities. These events, which are classified as major emergency incidents or disasters, require an increased level of response and incident management due to their size and/or complexity. In most cases, these incidents require at least some level of action to be taken by the local emergency management organization.

This action may be minimal, such as requesting the issuance of a Mission Number from the Washington State Military Department, Emergency Management Division Duty Officer. Obtaining a Mission Number helps secure state indemnification protection and serves as a reference for deployment of local, state, or federal resources to assist in the mission. A Mission Number may also be used to code all documentation tracking the payment of any Emergency Worker compensation claims filed as a result of activities while assigned to the mission.

In some cases, further action may need to be taken. Local elected officials may need to formally declare that an emergency exists in order for local government to take the action necessary to protect lives, property, or the environment. This action also serves as a prerequisite for asking for state assistance and, if needed, federal assistance. If needed, the City of Anacortes EOC may be activated to provide an additional level of direction and control and coordinate response and recovery efforts.

Skagit County's Department of Emergency Management maintains a 24-Hour Duty Officer to provide support and assistance to local emergency response agencies, as needed. The Emergency Management Duty Officer is the primary after-hours contact for receiving alert and warning information from a variety of sources and initiate emergency management response actions, as needed, on behalf of the department.

The essential services of the emergency organization will be coordinated through the City of Anacortes EOC. Emergency operations may be conducted on a 24-hour basis, as required.

In addition, City of Anacortes departments are encouraged to develop their own internal plans that will enable them to:

1. Ensure continuity of government operations during or immediately following emergency or disaster and issue emergency proclamations as appropriate.
2. Support and assist city-wide response and recovery efforts and assist in staffing the EOC.
3. Communicate with the EOC regarding the status of response and recovery activities during or following any emergency or disaster. Provide situation reports to convey requests for assistance, damage assessment, and preliminary damage estimates of their operational capabilities, equipment, and facilities.
4. Coordinate the dissemination of public information to the media and citizens through the Skagit County Joint Information Center (JIC), if established.

3B National Incident Management System (NIMS)

Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, called for the establishment of a single, comprehensive NIMS as a means to improve incident response operations. NIMS provides the ability for emergency response personnel from different jurisdictions and disciplines to effectively work together to respond to natural disasters and emergencies, including acts of terrorism. NIMS is also intended to promote development of multi-jurisdictional, state-wide and inter-state mechanisms for coordinating incident management and obtaining assistance during large or complex incidents.

The NIMS provides a standardized system that allows federal, state, and local jurisdictions to:

- Ensure common and proven incident management doctrine, practices and principles are used to plan for, protect against, respond to, and recover from emergency incidents.
- Maintain a response operation capable of expanding to meet an escalating situation and the ability to integrate a variety of resources from outside sources to meet the needs of the situation.

The benefits of the NIMS include:

- A unified approach to incident management.
- Standard command and management structures.
- An emphasis on preparedness, mutual aid and resource management.

HSPD-5 dictated that federal departments and agencies shall make adoption of the NIMS a requirement for the provision of federal preparedness assistance funds. HSPD-5, as amended in May 2007, further established the Incident Management System Integration Division of the National Integration Center (NIC) to provide strategic direction for, and oversight of, the NIMS including the development of compliance criteria and implementation activities at federal, state, and local levels.

Local authorities have the primary responsibility in emergencies and disaster situations as the overwhelming majority of emergency incidents are handled on a daily basis by local resources.

Incident response organizations (law enforcement, fire, emergency medical services, hazardous materials, public health, public works, emergency management, and others) must work together to comply with NIMS components, policies, and procedures to establish and maintain a foundation upon which more advanced homeland security capabilities can be built. NIMS compliance must be an ongoing effort as new personnel must be trained and plans must be revised to reflect lessons learned.

3C Emergency Management Concepts

The Mayor is responsible, by law, for emergency management operations within the City but will also function with other leaders as part of the Skagit Emergency Management Council. The Director of the Skagit County Department of Emergency Management is responsible to the Skagit Emergency Management Council for carrying out the emergency management program for Skagit County and the member municipalities. The elected and appointed county and municipal officials, departments, and offices, as well as supporting organizations, agencies, or individuals, will retain their identity and

autonomy but coordinate activities under this plan as an emergency organization under the guidance of the Skagit Emergency Management Council.

When an emergency or disaster is imminent or has occurred, local governments having primary responsibility will respond to preserve life, property and the environment and to minimize the effects of the situation and to expedite recovery. Mayor and Council will implement emergency statutes and ordinances and will mobilize and commit local resources to conduct response and recovery activities to the best of their ability.

Protection of life, property, the environment, and the restoration of local government services and the economy are the primary concerns of the City. The City may also conduct such functions outside their territorial limits as may be necessary pursuant to RCW 38.52 and current resolutions, ordinances, and mutual-aid agreements.

When an emergency or disaster occurs City staff shall carry out their responsibilities using their best judgment and in a coordinated manner to:

- Report to the predetermined site to manage operations.
- Account for personnel.
- Assess damages to facilities and resources.
- Assess personnel and resources available.
- Assess problems and needs.
- Report situation and status to the EOC.
- Send representatives to the Skagit County EOC, as requested.
- Carry out agency responsibilities and assigned tasks.
- Keep detailed and accurate records, document actions, costs, situations etc.

The Department of Emergency Management will request mission numbers from the Washington State Military Department, Emergency Management Division for all response actions intended to protect life, property, and the environment during emergency incidents.

Normal, day-to-day organizational structures and chains of command will be maintained as much as possible. When mutual-aid is requested, the responsible requesting organization will be in charge unless the specific mutual-aid agreements direct otherwise. Skagit County government and member municipal governments will utilize all available resources prior to requesting assistance from state government.

During emergency incidents that do not require the activation of the EOC, public information may be disseminated to the media through the Mayor, Public Information Officer(s), and On-Scene Incident Commander(s), or their designees. Upon activation of the City's EOC, all public information disseminated to the news media and citizens should be coordinated with the Public Information Officer to ensure release of compatible and accurate information.

3D Direction and Control

3D-1 Generally

The purpose of this section is to provide for the effective supervision, authority, coordination, and cooperation of emergency management activities and to ensure the continued operation of government and essential services during and after emergencies and disasters. Direction and control of emergency management functions is the responsibility of the Mayor. Depending upon the size, scope, and/or complexity of the emergency or disaster, the Mayor and appointed officials will activate and establish an EOC to provide proper direction and control and aid in overall management or coordination of response and recovery activities.

Skagit County Resolution R20060255, dated August 1, 2006, establishes that the initial command structure utilized by Skagit County government for a significant incident shall be a Unified Command composed of qualified senior officials from the Skagit County Sheriff's Office, Skagit County Public Health Department, Skagit County Department of Emergency Management, and the Skagit County Public Works Department. This system provides a command structure and organization to provide oversight, gather and disseminate incident information, and request and allocate resources to aid response and recovery activities occurring in various locations throughout the county. This structure is also useful to support multiple Incident Command Posts (ICP's) and to effectively manage response and recovery activities associated with events that are large, complex, or affect multiple jurisdictions.

3E Emergency Operations Center (EOC)

3E-1 Location

The City of Anacortes' EOC is located at 1218 24th St in the Eugene Anderson Municipal Courtroom. The alternative EOC is located at 1016 13th St at the Anacortes Fire Department- Station 1.

The City's EOC is equipped with supplies, information display materials, internal communications, and support equipment to help facilitate efficient operation. Backup power generation is maintained to ensure continued operations.

3E-2 Goals

Based on situational demands, the overarching strategic goals for activation of the EOC are:

1. Personal safety of emergency responders.
2. Saving and protecting the greatest number of people at risk.
3. Saving and protecting as many residential, business, and industrial properties as possible.
4. Saving and protecting as much vital government infrastructure as possible.
5. Restraining the spread of environmental damage.
6. Minimizing human hardship and economic interruptions.

3E-3 EOC Activation

The EOC may be activated at the request of the Mayor, Police Chief, Fire Chief or upon direction from the Skagit County Department of Emergency Management. Depending upon the severity of the emergency or disaster, the Mayor or the Mayor's successor may request that the Skagit County EOC be activated.

(a) Thresholds for Activation

Depending upon the situation, the EOC could be activated for any of the following:

1. Proclamation of emergency.
2. Providing and coordinating emergency warning and public information.
3. Collecting and managing information.
4. Overseeing the effective use and allocation of available local resources.
5. Determining specific requirements that are vital but beyond local means to acquire and referring such needs to the state for supplemental assistance.
6. Coordinating inter-agency and/or inter-jurisdictional activities.
7. Coordinating continuity of government operations.
8. Coordinating damage assessment and recovery activities.

(b) Notifications Upon Activation

Upon activation of the Anacortes EOC, the following will be notified:

- Skagit County Department of Emergency Management
- City Department Heads
- City Councilmembers

3E-4 EOC Activation Levels:

(a) Phase I Activation – Alert/Watch Operation

Phase I Activation is the lowest level of EOC activation and is typically initiated in the event of an impending or occurring incident that requires close monitoring. Level I incidents include:

- flood watch
- minor/localized small stream flooding
- winter storm watch
- high wind warning
- minor hazardous materials incidents
- multiple-casualty incidents

(b) Phase II Activation – Limited Operation

An incident has grown or is expected to grow beyond the capability of alert/watch operation staffing levels and requires additional EOC staffing and capabilities to manage the incident and provide warning and/or public information. The decision on whether an incident meets the criteria for Level II activation will be made by the Mayor and any one or a combination of the following individuals or their designees:

- Mayor
- Fire Chief
- Police Chief
- Public Works Director

Level II incidents include:

- moderately sized hazardous materials incidents
- winter storm events.

(c) Phase III Activation – Full Operation

Phase III Activation is the highest level of EOC activation. The size and complexity of an incident requires EOC representation by all appropriate departments and community organizations to support response and/or recovery activities. The decision on whether an incident meets the criteria for Level III activation will be made by the Mayor and any one or a combination of the following individuals or their designees:

- Fire Chief
- Police Chief
- Public Works Director

Level III incidents include:

- moderate to major flooding events
- moderate to major earthquakes
- large-scale evacuations
- extended periods of severe weather
- large hazardous materials incidents
- incidents that require the establishment of an Area Command.

(d) Phase III-Alt Activation – Alternate Operation:

If extensive damage throughout the County creates unstable and unsafe roads and bridges preventing personnel from reaching the City's EOC facility then city staff not able to reach the City's EOC will attempt to report to the most accessible EOC: Skagit County, Burlington, Mount Vernon, or Sedro-Woolley.

3E-5 Area Command

According to the NIMS, Area Command is defined as a command structure that oversees the management of multiple incidents that are each being handled by an Incident Command System organization or a very large incident that has multiple incident management teams assigned to it. The primary functions of an Area Command are:

1. Provide agency or jurisdictional authority for assigned incidents.
2. Ensure a clear understanding of agency expectations, intentions, and constraints.
3. Establish critical resource use priorities between various incidents.
4. Ensure that incident management team personnel assignments and organizations are appropriate.
5. Maintain contact with officials in charge, and other agencies and groups.
6. Coordinate the demobilization or reassignment of resources between assigned incidents.

4 Organization and Assignment of Responsibilities

4A Generally

Most departments have emergency functions in addition to their regular day-to-day duties. These emergency functions usually parallel or complement regular functions. Each department is responsible for developing and maintaining its own emergency management procedures.

4B Organization & Assignment of Responsibilities

4B-1 The Mayor has the responsibility to:

1. Provide for jurisdictional chain of command and continuity of government.
2. Make policy decisions and other major decisions necessary to accomplish response and recovery activities within their respective jurisdictions.
3. Adopt and enact ordinances and motions; appropriate revenue and authorize expenditures as needed for disaster mitigation, preparedness, response and recovery.
4. Direct the implementation of emergency response and recovery plans and operating procedures within their respective jurisdictions.
5. Conduct public meetings and take actions to assist in reassuring and informing the public and identify public needs.
6. Assist in providing public information and the dissemination of emergency information through county and municipal departments/offices, in coordination with the EOC, JIC, and Public Information Officers.
7. Direct citizen's requests for assistance and information to appropriate agencies.
8. Provide public information officers and/or support personnel to the JIC as required.
9. Provide for the coordination of emergency operations.
10. Provide for the coordination and management of all available local resources.
11. Request support (through the Department of Emergency Management) from neighboring jurisdictions and/or the Washington State Military Department, Emergency Management Division.
12. Direct the use of activated EOC facilities under their control.
13. Re-establish municipal operations and capabilities.
14. Provide supplies, equipment, services, and personnel as requested through the appropriate EOC.
15. Support response and recovery activities as required.

4B-2 The City Council has the responsibility to:

1. Make policy, adopt and enact ordinances and motions, appropriate revenue and approve expenditures to enable the City to provide necessary services to the public.
2. Provide for the continuity of City government.
3. Assist the Mayor with the implementation of policy and decision making. Provide delegates for the EOC Policy Group.
4. Provide delegates to the EOC.

4B-3 Law Enforcement has the responsibility to:

1. Maintain law and order
2. Control traffic
3. Protect vital installations
4. Control and limit access to the scene of the disaster
5. Supplement communications
6. Search and rescue (with fire service)
7. Develop and maintain operational procedures for use during emergency and disaster operations.
8. Establish a Command Post (when appropriate) in cooperation with other on-scene response agencies utilizing the Incident Command System (ICS) or the Unified Command System based upon the NIMS.
9. The Anacortes Police Department participates as part of the Unified Command during emergency or disaster events occurring within Skagit County.
10. Conduct normal day-to-day law enforcement activities.
11. Assist in the conducting of alert and warning notification via the Skagit County Fan-Out Alerting System as appropriate when contacted by the Skagit Emergency Communications (E 911) Center.
12. Provide personnel and equipment to assist in the rapid dissemination of warnings and emergency information.
13. Conduct evacuation(s) of the affected area, as needed.
14. Provide crowd and traffic control and assist fire service as needed.
15. Direct and control the use of available resources required to conduct search and rescue operations.
16. Provide for the security of the disaster area and municipal facilities.
17. Provide protection of key public officials; prevent and control civil disorder.
18. Provide for the use of available personnel and equipment to support emergency communications requirements.
19. Provide representative(s) and equipment to assist in staffing appropriate EOC(s).

20. Assist in obtaining damage assessment information and reporting damage to the appropriate EOC.
21. Provide support personnel to the JIC as required.
22. Support response and recovery activities as required.
23. Return organizational activities to normal levels unless involved with recovery activities.
24. Document emergency related costs and activities and submit required reports.
25. The Washington State Patrol shall act as the Incident Command Agency for hazardous materials incidents in Skagit County.

4B-4 Fire Service has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Establish a Command Post (when appropriate) in cooperation with other on-scene response agencies utilizing the Incident Command System (ICS) or the Unified Command System based upon the NIMS.
3. Perform routine firefighting and rescue.
4. Perform Basic Life Support (BLS) care to the injured.
5. Perform Advanced Life Support (ALS) for emergency medical care.
6. Assist in hazardous materials containment and control, based upon level of training.
7. Coordinate with the Skagit County Department of Emergency Management and hazardous materials team(s) that may respond to hazardous materials and/or terrorism and weapons of mass destruction incidents within Skagit County.
8. Provide rescue services such as motor vehicle extrication, confined space extrication, water, high angle, trench and structural search and rescue based upon level of training.
9. Establish priorities for primary and/or lifesaving debris clearance.
10. Establish staging areas as needed for support personnel and equipment.
11. Assist law enforcement as needed with warning, evacuation, and traffic control.
12. Provide for the use of available personnel and equipment to support emergency communications requirements.
13. Provide representative(s) and equipment to assist in staffing appropriate EOC(s).
14. Assist in obtaining damage assessment information and reporting damage to the EOC.
15. Provide support personnel to the JIC as required.
16. Support response and recovery activities as required.
17. Return organizational activities to normal levels unless involved with recovery activities.
18. Document emergency related costs and activities and submit required reports.

4B-5 Legal Department has the responsibility to:

1. Serve as the City's Public Information Officer.
2. Advise officials on legal matters relating to emergency management authority and responsibility.
3. Provide legal advice in the development and execution of emergency administrative plans and provide representation in all criminal and civil proceedings in which the jurisdiction may be a party, as a result of emergency planning and operations.
4. Serving as a liaison with other legal and judicial agencies and sections of the government
5. Support response and recovery activities as required.
6. Return operational activities to normal levels unless involved with recovery activities.
7. Document emergency related costs and activities and submit required reports.

4B-6 Finance Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. On an annual basis, maintain a list of suppliers, vendors, and items of critical emergency need (through the appropriate procurement division)
3. Provide assistance in emergency financial management.
4. Prepare municipal emergency financial reports.
5. Provide for the receipt, disbursement, and accounting of State, Federal, and other funds provided to municipal government for emergency welfare services such as reimbursement of disaster response and recovery expenses and repair/replacement of infrastructure.
6. Implement emergency procurement procedures and provide instruction for their use.
7. Provide support staff to the EOC to assure proper financial documentation in accordance with state and federal requirements.
8. Support response and recovery activities as required.
9. Return department activities to normal levels unless involved with recovery activities.
10. Document emergency related costs and activities and submit required reports.

4B-7 Information Technology Department has the responsibility to:

1. Ensure the safe keeping of all essential computer and electronic records.
2. Provide operation of essential computer services.
3. Support EOC, public information, response and recovery activities as required.
4. Develop and maintain operational procedures for use during emergency and disaster operations.
5. Return department activities to normal levels unless involved with recovery activities.
6. Document emergency related costs and activities and submit required reports.

4B-8 Parks and Recreation Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Assist in removal and safe keeping of public records
3. Provide personnel to conduct on-site inspections of parks property and facilities; report all damage to parks property and facilities to the EOC and coordinate debris removal activities on all parks property.
4. Make municipal parks and recreation facilities, equipment and personnel available to assist the American Red Cross and other volunteer support agencies with the establishment of emergency shelters.
5. Assist in providing emergency welfare services (including, but not limited to shelter, feeding, and day care) to; immediate family members of City employees if necessary.
6. Provide representatives and equipment to assist in staffing EOC.
7. Assist in obtaining damage assessment information and reporting damage to the EOC.
8. Assist in the establishment of staging areas for incoming resources.
9. Support response and recovery activities as required.
10. Return department activities to normal levels unless involved with recovery activities.
11. Document emergency related costs and activities and submit required reports.

4B-9 Planning, Community, and Economic Development/Building Department has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Coordinate and conduct post-incident safety evaluations of structures as needed to support disaster response and recovery activities.
3. Provide an emergency permitting and inspection program for the repair and reconstruction of damaged buildings during and after an emergency or disaster event.
4. Assist in the planning/permitting of buildings for use as disaster shelters by providing International Building Code expertise and inspections.
5. Assist in collecting information and compiling data for emergency operational reports.
6. Provide representatives to the EOC and provide reports and other information to the JIC as required.
7. Support response and recovery activities as required.
8. Return department activities to normal levels unless involved with recovery activities.
9. Document emergency related costs and activities and submit required reports.

4B-10 Public Works Department (Water, Wastewater, Operations, Engineering, GIS, Facilities) has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. As resources permit, assist special purpose jurisdictions (Dike Districts, Drainage Districts, and Fire Districts) and other agencies with flood-fighting efforts.
3. Open emergency routes (where possible) to enable emergency access to incident scenes. Maintaining designated major streets and avenues, highways, and other designated routes of travel.
4. Provide emergency signing, barricades and traffic control to aid in evacuation route travel as needed and within capability/capacity.
5. Coordinate and provide for the removal and disposal of debris during and after the disaster.
6. Assist in keeping water systems, water treatment systems, storm sewers and drainage structures/facilities, and sanitary sewers in operation.
7. Assist in the relocation of public records.
8. Furnishing information, including maps or materials, as needed, for the emergency management agency or emergency preparedness coordinator.
9. Maintenance of vehicles and other essential equipment of the various departments and agencies
10. Supply fuel and refueling equipment/services for response and recovery equipment.
11. Provisions for the immediate repair of emergency service vehicles and equipment, both in the field and in the shop, as the situation permits
12. Provide representatives and equipment to assist in staffing the EOC and provide support personnel to the JIC as required.
13. Assist in obtaining damage assessment information and reporting damage to the EOC.
14. Support response and recovery activities as required.
15. Return department activities to normal levels unless involved with recovery activities.
16. Document emergency related costs and activities and submit required reports.
17. Provide a volunteer coordinator.

4B-11 Administrative Services (Human Resources, Court, Public Defense); Library; and Museum Departments have the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Provide back-up assistance to Public Information Officer.
3. Assist in removal and safe keeping of public records.
4. Provide representatives and equipment to assist in staffing EOC.
5. Assist in obtaining damage assessment information and reporting damage to the EOC.

6. Assist in the establishment of staging areas for incoming resources.
7. Support response and recovery activities as required.
8. Return department activities to normal levels unless involved with recovery activities.
9. Document emergency related costs and activities and submit required reports.

4B-12 Skagit County Department of Emergency Management has the responsibility to:

1. Activate and manage the Emergency Coordination Center during emergency or disaster events occurring within Skagit County.
2. Develop and coordinate the Emergency Management Program for Skagit County and the incorporated municipalities located within the county.
3. Develop a Comprehensive Emergency Management Plan for Skagit County and the incorporated municipalities located within the county that conforms to the Washington State Comprehensive Emergency Management Plan. The Emergency Management Director shall direct department personnel to review, revise, maintain, publish, and distribute the plan.
4. Help coordinate emergency preparedness activities of local agencies in preparation for response to natural, human-caused, or technological emergencies and disasters including acts of terrorism and/or incidents involving weapons of mass destruction.
5. Develop plans for coordination of resources in disasters and assist response agencies in coordinating communication resources during response and recovery activities.
6. Act as a contact point for the request and coordination of disaster assistance from other response agencies beyond mutual-aid.
7. Help coordinate warnings to the public of impending emergencies/disasters and during unforeseen emergencies/disasters. Provide instructions to the public as to where to go and what to do before, during, and after emergencies/ disasters.
8. Identify local staging areas to receive outside resources and coordinate with the Washington State Emergency Operations Center regarding the receiving of outside resources.
9. Provide public information and education as it pertains to disaster mitigation, preparedness, response, and recovery.
10. Advise public officials of response and recovery activities.
11. Review response capabilities by conducting drills/exercises, conducting after-action reviews, and developing improvement plans.
12. Prepare damage assessment, incident, and disaster analysis reports as necessary.

4B-13 Skagit Emergency Communications (E-911) Center has the responsibility to:

1. Develop and maintain operational procedures for use during emergency and disaster operations.
2. Provide E 9-1-1 call receiving, dispatch services, and relay of messages for all Skagit County emergency services agencies on a 24-hour basis in order to support response and recovery activities.

3. Develop and maintain alert and warning notification procedures in cooperation with the Department of Emergency Management.
4. Provide alert and warning notifications to emergency response agencies and the citizens of Skagit County via agreed upon standard operation protocols.
5. Coordinate with Frontier, Century Link (and other vendors) to assure high quality and continuous operation of the E-911 system, and timely restoration of E-911 services in the event of service disruptions.
6. Advise the Skagit County Department of Emergency Management of communication capabilities and limitations.
7. Verify that ACCESS, NAWAS, and EAS systems are operational and that messages received are distributed in a timely manner to the Department of Emergency Management and other appropriate parties.
8. Support response and recovery activities as required.
9. Return department activities to normal levels unless involved with recovery activities.
10. Document emergency related costs and activities and submit required reports.

4B-14 Other Agencies/Organizations:

Other entities beyond direct City of Anacortes control may be capable of supporting and assisting with disaster response or recovery. The City of Anacortes does not have any direct authority over outside entities like the American Red Cross, Salvation Army, Skagit Transit, Island Hospital, Anacortes School District, etc. These and other agencies typically perform a variety of emergency tasks and may, upon request, provide support personnel and response/recovery services and equipment, as needed.

- **American Red Cross** is responsible for establishing emergency shelters for disaster victims in pre-selected congregate care facilities upon the request of the Department of Emergency Management; providing food and clothing to disaster victims, providing food to disaster workers; establishing a welfare inquiry service and providing medical and nursing care in American Red Cross shelters and operational facilities; and coordinating with the Skagit County Department of Emergency Management, and welfare agencies for the receiving, sorting, storage and distribution of donated items.
- **Salvation Army** provides assistance, upon request, to the Anacortes-San Juan Chapter of the American Red Cross Chapter in providing emergency food service to the Anacortes and Fidalgo Island area and coordinates with the Department of Emergency Management and various welfare agencies for the receiving, sorting, storage and distribution of donated items.
- **Churches and synagogues** often give assistance with sheltering, feeding, and other issues, as necessary.
- **Skagit County Search and Rescue (SAR)** provides services as coordinated through and directed by the Skagit County Sheriff's Office. Will search for, rescue, or recover by means of ground, water, or air persons who becomes lost, injured, or are killed while outdoors or as a result of a natural, human-caused, or technological emergencies and/or disasters. The Department of Emergency

Management will register SAR workers and request Mission Numbers from the Washington State Military Department, Emergency Management Division.

- **Island Hospital** coordinates the organization and mobilization of medical and health personnel during a disaster or major emergency and provide continuous care to the sick and injured victims of an incident.
- **Skagit Transit** operates and maintains a fleet of public transportation busses and vans including specialized vehicles for the transportation of disabled persons. Skagit Transit is responsible for providing transportation of the public to mass care facilities and providing assistance to law enforcement, fire service, and other agencies upon request. *An cooperative agreement (Skagit County Contract #C20070501) was signed by the Skagit County Board of County Commissioners on September 04, 2007. This contract specifically outlines the assistance provided by SKAT to Skagit County in the event of a Declared Emergency.*
- **Anacortes School District** School districts are required by law to develop and maintain disaster plans and conduct regular drills with teachers and students. In the event of an emergency or disaster event that precludes students from being reunited with their parents, legal guardian, or other authorized caregiver, school districts are responsible to provide care for those students until they can be reunited or an appropriate and adequate alternative can be provided. School districts may provide transportation support to the local Department of Emergency Management, upon request.
- **Skagit County Emergency Medical Services (EMS) Department** provides training and equipment for pre-hospital Basic Life Support (BLS) personnel that are employed by the Skagit County EMS Department and/or members of first response agencies such as fire service, search and rescue, law enforcement, and private ambulance companies within Skagit County. The Skagit County EMS Department provides training and equipment for pre-hospital Advanced Life Support (ALS) personnel that respond as paramedics as employees of Anacortes Fire Department, Aero-Skagit Ambulance, and the Skagit Ambulance Authority. The Skagit EMS Department provides a representative to the EOC to assist with the coordination and organization of pre-hospital emergency medical services as required.
- **Tribal Nations** provide services on tribal lands and will operate in accordance with tribal Emergency Management Plans. These plans are separately published documents. Coordination in mitigation, planning, response, and recovery efforts will be conducted between the City and the Samish Tribal Nation located within the City of Anacortes.
- **West Skagit CERT** provide volunteers who are trained to provide immediate basic first aid, light search and rescue, hand held firefighting skills, immediate damage assessment and other services.

5 Direction, Control, and Coordination

5A Authority to Initiate Actions

The Mayor and department heads should have named successors to ensure continuity of leadership and operations. They should take steps to insure that all successors to their respective positions are aware of their emergency responsibilities and have the full authority to conduct emergency activities.

5B Direction, Control, and Coordination

5B-1 Standard Procedure

- (a) The Mayor is the chief executive of the City of Anacortes and is responsible for direction of city government during an emergency.

5B-2 Succession

- (a) RCW 35A.12.065 and the City Council's rules of procedure provides for the City Council's ability to appoint a Mayor Pro Tem to serve as mayor in the absence or temporary disability of the mayor.
- (b) RCW 42.14.050 provides: "In the event that, due to an emergency or disaster, the Mayor or Mayor Pro-Tem of any city or town is unavailable to exercise the powers and discharge the duties of the office, then those members of the city council available for duty shall by majority vote select one of their members to act as the mayor of such city or town. In the event the number of council members is reduced, then those members available for duty shall have full power to act by majority vote of those present."

5B-3 State Command

- (a) The City of Anacortes when required by law agrees that the State of Washington assumes command of an incident. The City of Anacortes has personnel trained in the NIMS Incident Command System (ICS). State and Federal officials will coordinate their operations through the Mayor's office or their designated representatives.
 - (i) Incident Command System. The local incident command structures are responsible for directing on-scene emergency operations and maintaining command and control of on-scene incident operations. If a disaster affects multiple widely separated facilities, separate incident command operations and an area command may be set up.
 - (ii) Assistance. If the Anacortes's own resources are insufficient or inappropriate to respond to the emergency situation, a request may be made for assistance from other municipalities, the State, or Federal government. All response agencies are expected to fulfill mission assignments directed by the incident commander.

5C Information Collection and Dissemination

Disaster information managed by the City of Anacortes EOC is coordinated through agency representatives located in the EOC. These representatives collect information from and disseminate information to counterparts in the field. These representatives also disseminate information within the EOC that can be used to develop courses of action and manage emergency operations.

Detailed procedures that identify the type of information needed, where it is expected to come from, who uses the information, how the information is shared, the format for providing the information, and specific times the information is needed are maintained at the City of Anacortes Emergency Operations Center.

6 Administration, Finance, and Logistics

6A General Policies

6A-1 Appointment of Officials

The Mayor and Finance Director have been appointed to participate in the decision-making process.

6A-2 Funding and Accounting

Arrangements have been made with local vendors to make purchases on account. Credit cards are also available.

6A-3 Records and Reports

The Finance Department tracks the source and use of resources and expenditures. The Finance Department maintains records of expenditures and obligations in emergency operations. They should also support the collection and maintenance of narrative and long-type records of response to all declared disasters.

6A-4 Agreements and Understandings

(a) Agreements with Other Government Agencies

The City of Anacortes has mutual aid agreements or emergency response and recovery contracts with:

- Automatic Aid with Fire District 11
<http://www.cityofanacortes.org/docs/Contracts/IL001.pdf>
- Automatic Aid with Fire District 13
<http://www.cityofanacortes.org/docs/Contracts/FD13AutoFirstResponse.pdf>
- Mutual Aid with All Fire/EMS Jurisdictions in Skagit County
<http://www.cityofanacortes.org/docs/Contracts/IL024.pdf>
- Skagit County Senior Services Program. The Anacortes Senior Center assets, non-food inventory, and facility is available to assist the City in meeting the community's emergency needs. Assistance shall include, but not be limited to, access to the Senior Center facility for emergency shelter, use of Senior Center supplies and equipment, access to medical supplies, and assistance of any available county staff on site.
<http://www.cityofanacortes.org/docs/Contracts/C20160187.pdf>
- WASPC Police Officers Powers Act
<http://www.waspc.org/police-officers-powers-act>

(b) Agreements with Private Organizations

These provide immediate aid to disaster victims and provide some types of aid that the government is unable to render. Local policies that have been established regarding the use of volunteers or accepting donated goods and services should be summarized.

7 Authorities and References

7A Legal Authority

7A-1 Federal

- The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended
- Other executive orders and acts pertaining to disasters enacted or to be enacted
- Public Employees Occupational Safety and Health Act (PEOSHA) regulations

7A-2 State

- [RCW 38.52.070](#)

7A-3 Local

- Skagit County Ordinance 8859 establishing the Skagit Emergency Services Council, effective September 1, 1981.

7A-4 Volunteer, Quasi-Governmental

- Act 58-4-1905, American National Red Cross Statement of Understanding, December 30, 1985.
- Mennonite Disaster Services – Agreement with FDAA, 1974.
- Public Law 93-288.

7B References

7B-1 Federal

- Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining State, Territorial, Tribal, and Local Government Emergency Plans, March 2009.
- Homeland Security Exercise and Evaluation Program (HSEEP), February 2007.
- National Incident Management System (NIMS), December 2008.
- National Response Framework, Federal Emergency Management Agency, January 2008.

7B-2 State

- [Washington State Emergency Operations Plan](#)

Annex 1. EOC Structure and Organization

Forms for reporting of EOC operations are available at <http://www.fema.gov/media-library/assets/documents/33584>

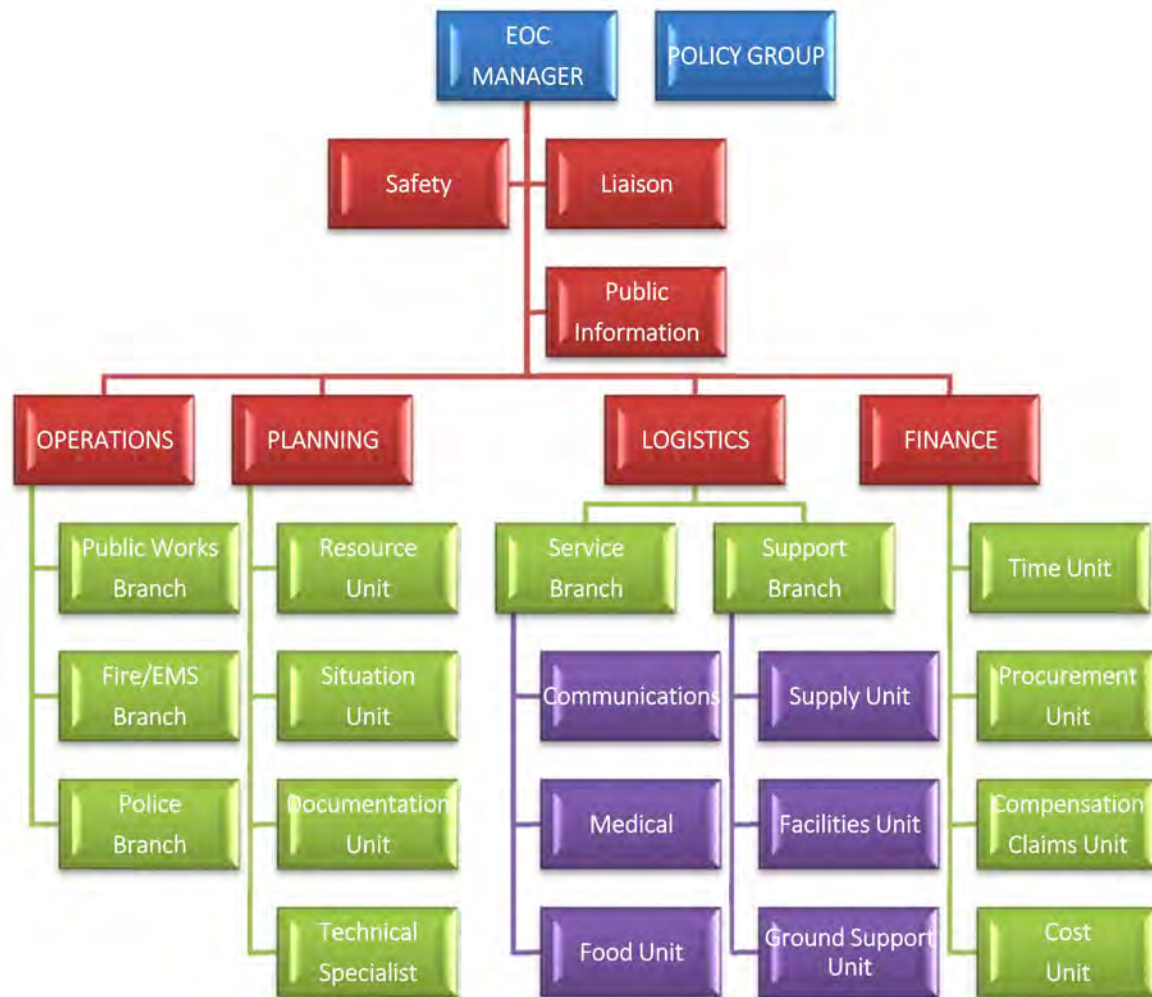
A. EOC Structure and Organization

In addition to each department's responsibilities, department heads and division managers will also be assigned roles in the Emergency Operations Center under the guidance of the Incident Command System. Below is full structure of the incident command system which is designed to be flexible so that only the necessary sections are activated depending on the size and complexity of the incident.

The Emergency Operations Center shall:

- Provide overall management of City resources.
- Support to field operations and personnel.
- Establish City policy direction for the allocation of resources.
- Determine breadth and depth of organization.
- Establish communications with Skagit County Department of Emergency Management.

The EOC Manager or designee is responsible to provide assignments to individuals utilizing the pre-designated qualification guide. The EOC structure below represents a structure that may be utilized. The EOC manager will assign which aspects of the structure are to be used based on the size and complexity of the disaster.



B. EOC Functions

The EOC Manager is responsible to make assignments within the EOC and to notify the Skagit Department of Emergency Management that the EOC has been opened.

Policy Group

- Establish the overall incident policies that guide all field operations
- Provide policy priorities for the EOC Manager
- Provide expenditure authority and limits
- Review declaration of local emergency for Mayor to approve

EOC Command

- Manage and activate all necessary EOC components.
- Provide Operational priorities for the various Section Chiefs

- Coordinate with outside agencies through the Liaison Officer
- Ensure that safety is a priority within the EOC and the IAP
- Establish regular and timely communication through the PIO

Public Information Officer

- Prepare accurate information to be disseminated to the public
- Initiate regular news briefings
- Draft news briefings for and obtain EOC Manager approval prior to distribution
- If established, coordinate press releases and briefing through the Joint Information Center (JIC)

Safety Officer

- Coordinate safety messages and issues for field crews and inclusion in the IAP
- If necessary, assign Asst. Safety Officers to field operations

Liaison Officer

- Coordinate staffing of affected agencies within the EOC
- Provide communications between affected agencies and the EOC Manager
- Ensure agencies that have a legal, financial, or jurisdictional responsibility for the incident be considered for inclusion in the Unified Command

Finance Section Chief

- Ensure cost analyses of operations are being tracked and supporting documentation is provided
- Establish an accounting of personnel time and controls
- Maintain close coordination with the planning section to anticipate costs

Operations Section Chief

- Coordinate incident strategic activities and implement the IAP
- Be aware of all situation and resource status activities
- Stay informed of initial damage assessment reports
- Assign Deputies as necessary
- Anticipate field operational needs
- Make resource requests as needed by field operations
- Assign as necessary:
 - Branch Directors

- Division and/or Group Supervisors

Planning Section Chief

- Oversee all incident related data gathering and analyses, and assigned resources
- Develop alternative operations
- Conduct all planning meetings
- Prepare the IAP for the following operational period
- Assign as necessary:
 - Resource Unit Leader
 - Situation Unit Leader
 - Documentation Unit Leader
 - Technical Specialist

Logistics Section Chief

- Support the needs of the incident and personnel
- Order resources as requested from Unified Operations
- Provide facilities, transportation, supplies, maintenance, fuel, food service, communications, and medical services for assigned personnel
- Coordinate camps, bases, and staging areas
- Assign as needed:
 - Service Branch Director
 - Facilities Unit
 - Communications Unit
 - Support Branch Director
 - Food Unit
 - Supply Unit

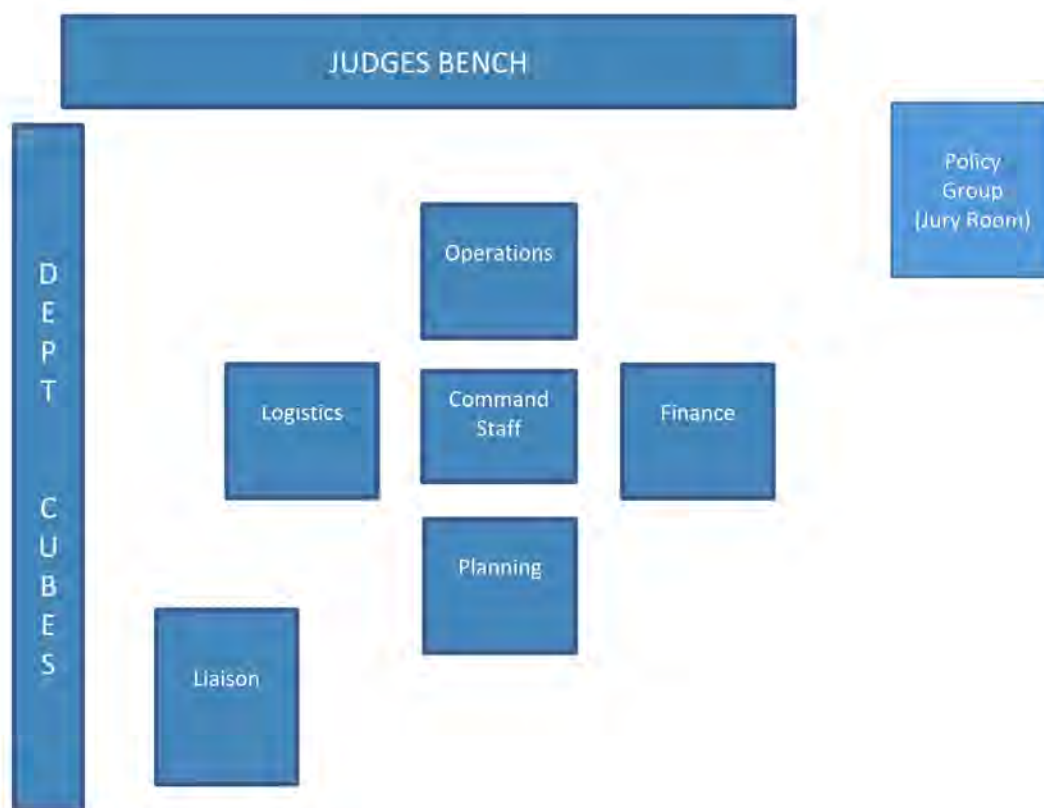
In accordance with ICW, the individual positions assigned below work in the Emergency Operations Center. Each assigned positions should have a “Go Bag” prepared in the event that the EOC is activated.

Section	Primary	Secondary	Third
Policy Group	Mayor	Mayor Pro Tem	Council Public Safety Cmte
	Mayor Pro Tem	Council Public Safety Cmte	Council Public Safety Cmte
	Council Public Safety Cmte	Council Public Safety Cmte	Council Public Safety Cmte
EOC Manager	Fire Chief	Police Chief	Police Captain
Liaison Officer	Museum Director	Police Captain	Asst./Division Fire Chief
Safety Officer	Asst./Division Fire Chief	Safety Cmte Chair	Police Captain
Public Information Officer	City Attorney	Admin Services Director	Police Captain
Operations	Fire Chief	Police Chief	Public Works Director
	Asst Fire Chief	Police Captain	City Engineer
Planning	Building Official	Asst Planning Director	Accountant
	GIS Analyst	IT Technical Specialist	Library Director
Logistics	Parks Director	City Engineer	Police Captain
Finance	Finance Director	Senior Accountant	Accountant

EOC Set-Up Procedures

The first individuals arriving at the EOC should begin setting up the room in the configuration shown below.

Table assignment tents, identifying the table assignments are located in the Fire Department cubicle and should be placed on each table. The Incident Command Chart, should be retrieved from the storage room and posted on the tac strip, ready to be filled out for assignments as people arrive.



C. The Planning Process

Incident Action Plan (IAP)

The IAP is the document by which senior leaders of an incident communicate their expectations and provide clear guidance to those managing an incident. The incident action planning process requires collaboration and participation among all incident management leaders and their staff.

The incident action planning process is built on the following phases:

- Understand the situation
- Establish incident objectives
- Develop the plan
- Prepare and disseminate the plan
- Execute, evaluate, and revise the plan

A well-conceived, complete IAP facilitates successful incident operations and provides a basis for evaluating performance in achieving incident objectives. The IAP identifies incident objectives and provides essential information regarding incident organization, resource allocation, work assignments, safety, and weather. The IAP is a written plan that defines the incident objectives and reflects the tactics

necessary to manage an incident during an operational period. There is only one FEMA IAP for each incident, and that IAP is developed at the incident level. The IAP is developed through the incident action planning process. The IAP is a directive, “downward-looking” tool that is operational at its core; it is not primarily an assessment tool, feedback mechanism, or report. However, a well-crafted IAP helps senior leadership understand incident objectives and issues.

Command and General Staff Meeting

Meeting where EOC IC briefs general staff and section chiefs on the following issues:

- Incident Objectives;
- Priorities;
- Strategies;
- Limitations/constraints
- Expectations
- Resource-ordering process
- Public Information process
- Organizational Changes, if any.

The Tactics Meeting

The tactics meeting is where the Operations Section Chief (OSC) assisted by the Logistics Section Chief (LSC), Communications Unit Leader, Planning Section Chief (PSC), and Resource Unit Leader, completes the following responsibilities in the development of the IAP.

- Identify the tactics that will accomplish the strategies;
- Establish the organization (Branches, Division, Group) using a large wall map;
- Establish Branch/Division boundaries;
- Identify Staging Area locations;
- Identify transportation needs
- Identify drop off/pick-up points;
- Develop special instructions;
- Complete ICS 215, Operational Planning Worksheet, and ICS 215A, Incident Safety Analyses Worksheet.

Planning Meeting

The planning meeting is conducted by the Planning Section Chief and attended by the EOC IC, General Staff, OSC. This is the meeting for the OSC to present the tactical plan for the NEXT operational period, using ICS 215, to gain approval from the EOC IC/UC.

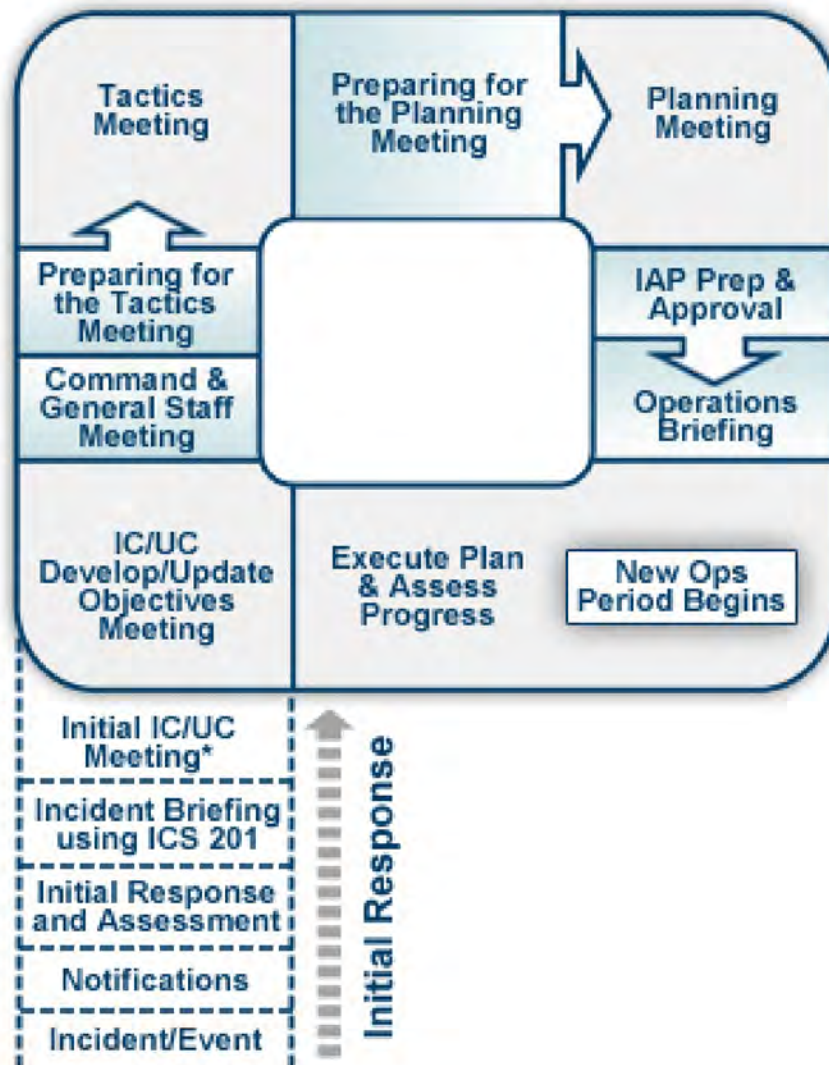
- Share information;
- Make changes to ICS 215, as necessary;
- Modify Incident Objectives, as necessary;
- Confirm availability of resources to meet the plan;
- Receive support and approval from the EOC IC.

Operational Briefing

The Operational Briefing Meeting is conducted by the Planning Section Chief, and is the first meeting for the next operational period personnel. The meeting is attended by the EOC IC, Command Staff, Section Chiefs, Branch Directors, Division/Group Supervisors, Staging Area Managers, Strike Team/Task Force Leaders, and Unit Leaders. The following aspects shall be briefed:

- | | |
|--|-----------------|
| • Review Incident Objectives | PSC |
| • Current Incident Status | OSC |
| • Weather/Technical Reports | Tech Specialist |
| • Boundaries-Branch and Division/Group | OSC |
| • Review ICS 204 – Roll Call Assignments | OSC |
| • General Safety Message | Safety Officer |
| • Com Plan/Medical Plan | LSC |
| • Review Financial Matters/Recordkeeping | FSC |

D. The Planning “P” Cycle



Annex 2. Scenarios and Response Plans

A. 911 Outage	46
B. Tsunami	47
C. Community Notification System	52
D. Building Safety Evaluation Plan	54
E. Public Works	58
F. Fire	60
G. Police	62

A. 911 Outage

This plan will provide alternative emergency reporting procedures where citizens may notify emergency responders for Police, Fire, or EMS Services in cases of 911 or phone system failures.

Location	Address	Agency Responsible for
Main Fire Station	1016 – 13th Street	Fire Department
Police Station	1218 – 24th Street	Police Department
Norman Brown Fire Station	5209 Sunset Avenue	Fire Department
City Hall	904 – 6th Street	Police Department
Summit Park Fire Station	8569 Stevenson Rd	Summit Park Fire Dept.

- Personnel at fire and police facilities will be staffed to receive emergency notifications. An individual equipped to radio Cascade Dispatch shall be in attendance at each site.
- Personnel and official vehicle will be used at Summit Park and City Hall. Vehicles will standby with four-way flashers operating to be readily identifiable.
- In the case of partial 911-service failure, all sites will be staffed until the extent of the failure can be determined; at which time, certain sites may be demobilized.
- The community will be directed through Public Service Announcements and other means to:
 - First dial 911. If no success
 - Call the Tip Line 293-1985. If no success
 - Call the Police or Fire Stations. (293-4684) or (293-1925) If no success
 - Report the emergency at the following locations.

Main Fire Station	1016 – 13th Street
Police Station	1218 – 24th Street
Norman Brown Fire Station	5209 Sunset Avenue
City Hall	904 – 6th Street
Summit Park Fire Station	8569 Stevenson Rd

B. Tsunami

Purpose: This plan is intended to give guidance for residents, visitors, and business owners who live and work within the designated inundation areas shown on the attached maps, as well as guide the actions of City officials. These maps are based on wave front predictions established by National Oceanic Atmospheric Association (NOAA) resulting from a significant subduction-zone earthquake off the Washington Coast.

Notification: In the event of an offshore earthquake, West Coast/Alaska Tsunami Warning Center in Palmer, Alaska will notify the Washington State Military Department, Division of Emergency Management (E.M.D.) of a potential Tsunami watch or warning. Washington State E.M.D. will then relay Tsunami watch or warning information to local communities that may be impacted. Within Skagit County, this message will be received by Skagit 9-1-1 and Skagit County Emergency Management personnel who will notify local fire and law enforcement agencies.

Tsunami Watch - An alert issued to areas outside the warned area. The area included in the watch is based on the magnitude of the earthquake. For earthquakes over magnitude 7.0 Richter, the watch area is 1-hour tsunami travel time outside the warning zone. For all earthquakes over magnitude 7.5 Richter, the watch area is 3 hours' tsunami travel time outside the warning zone. The watch will either be upgraded to a warning in subsequent bulletins or will be cancelled depending on the severity of the tsunami.

Tsunami Warning - Indicates that a tsunami is imminent and that coastal locations in the warned area should prepare for flooding. The initial warning is typically based on seismic information alone. Earthquakes over magnitude 7.0 Richter trigger a warning covering the coastal regions within 2 hours' tsunami travel time from the epicenter. When the magnitude is over 7.5 Richter, the warned area is increased to 3 hours' tsunami travel time. As water level data showing the tsunami is recorded, the warning will be cancelled, restricted, expanded incrementally, or expanded in the event of a major tsunami.

Action Plan: The City of Anacortes, once notified, will determine the level of risk and type of warning given for their community, and if deemed appropriate, will utilize the community notification system to inform affected residents to seek higher ground. Further, the City's Emergency Operations Center (EOC) will be activated, and the Emergency Broadcast System may be utilized via local radio stations to provide notice to residents. In addition, public safety resources, not already committed, will be deployed to utilize their mobile vehicle loudspeakers to warn affected residents and visitors and direct them to high ground.

Prediction Model: The earthquake scenario depicted is a magnitude (Mw) 9.1 Cascadia Subduction Zone event (Priest et al., 1997 and Myers et al. 1999). This event's primary features are a rupture length of approximately 1050 km, average rupture width of 70 km, and slip of 17.5 m. More information is available in Venturato et al., 2004.

The City's inundation map adds a 20% buffer from the predicted boundary of a potential Tsunami wave front. Moreover, the map shows recommended travel routes to high ground for residents to evacuate. In the event of an actual Tsunami and evacuation, public safety resources will be dispatched to high ground to assess the number of evacuees and provide further instructions as to where shelters are established.

NOAA TIME Eastern Strait of Juan de Fuca, 5.4 Anacortes Area

The maximum amplitudes of the first and second waves approaching Anacortes and western Fidalgo Island are similar, ranging from 1.5 to 1.8 m. Fidalgo Bay and Padilla Bay experience an initial water withdrawal, as the leading depression wave comes in, followed by the tsunami elevation wave with amplitudes from 1 to 1.6 m (Fig. 5). Little to no inundation occurs in downtown Anacortes (Fig. 10).

The Skyline Marina at the north end of Burrows Bay experiences higher levels of inundation (above 2 m) and high flow speed magnitudes (>1.5 m/s). High currents also occur around the Anacortes Ferry terminal, Guemes Channel, and Fidalgo Bay (Fig. 11).

Large areas of inundation occur in areas of low topography surrounding Samish Bay, Padilla Bay, and the Swinomish Channel. Though not part of the modeling study, inundation also occurs within the vicinity of Fir Island. The coastal areas of Samish Bay, Padilla Bay, Swinomish Channel, and Fir Island all lie within the historic Skagit River delta region (U.S. Army Corps of Engineers, 2002). This region contains a network of levees and coastal dikes to protect farmland from tidal inundation and river flooding (Fig. 1). These features are not resolved in the model; however, an analysis of coastal dike heights along the shores of Samish Bay, Padilla Bay, Swinomish Channel, and Fir Island suggest that tsunami waves will overtop the dikes and cause inundation as suggested by the model. The average heights of the dikes along the shores of Padilla Bay, Swinomish Channel, and Fir Island range from 1.1 to 1.2 m above Mean High Water (Riggs, personal communication; National Geodetic Survey, 2004). Photos of the Samish Bay coastal dikes suggest a similar height (U.S. Army Corps of Engineers, 2002; Bloch *et al.*, 2002). Maximum wave heights along the coastal dikes range from 1.5 to 1.8 m for Samish Bay, 2.0 to 2.5 m for Padilla Bay, 1.0 to 2.5 m for Swinomish Channel, and 1.0 to 1.5 m for Fir Island.

High flow speeds (>1.5 m/s) may also breach many of these coastal dikes and levees. Levees along the Swinomish Channel have not been maintained (U.S. Army Corps of Engineers, 2002), and some of the coastal dikes along Samish Bay are in poor condition (Bloch *et al.*, 2002). Damage of dikes and levees within the Fir Island region have occurred due to flooding in 1990 and 2003 (U.S. Army Corps of Engineers, online source; Washington Military Department Emergency Management Division, 2004).

Figure 1. Overall Tsunami Impact Areas

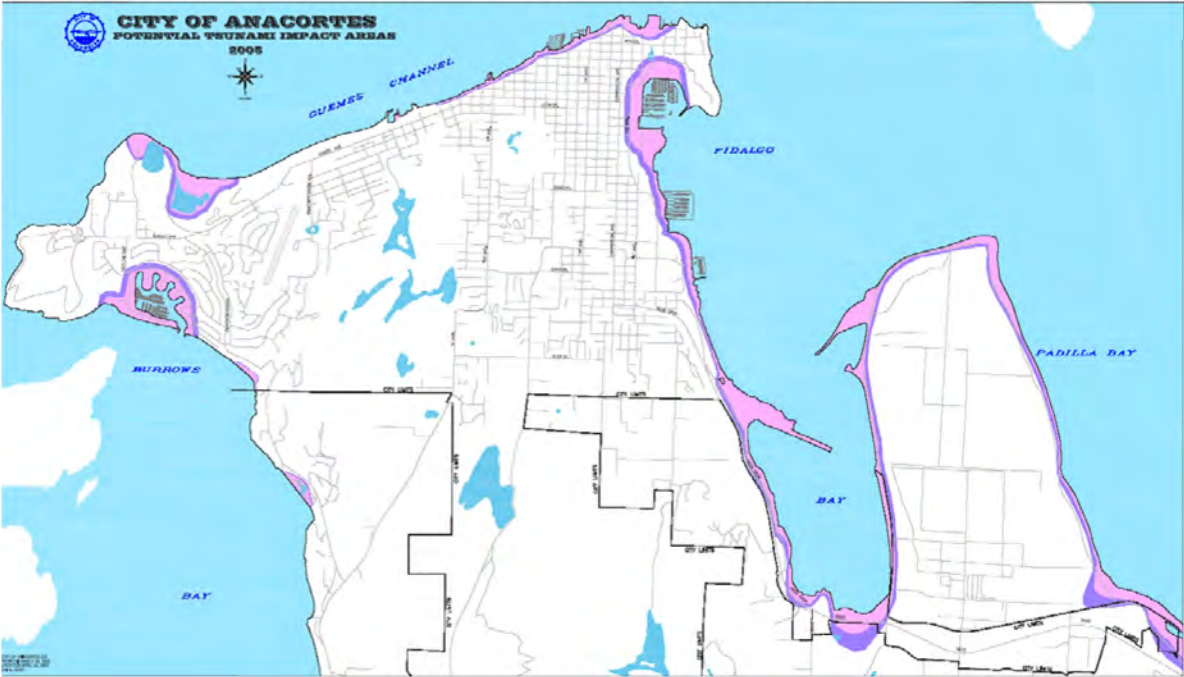


Figure 2. Skyline Tsunami Impact Areas

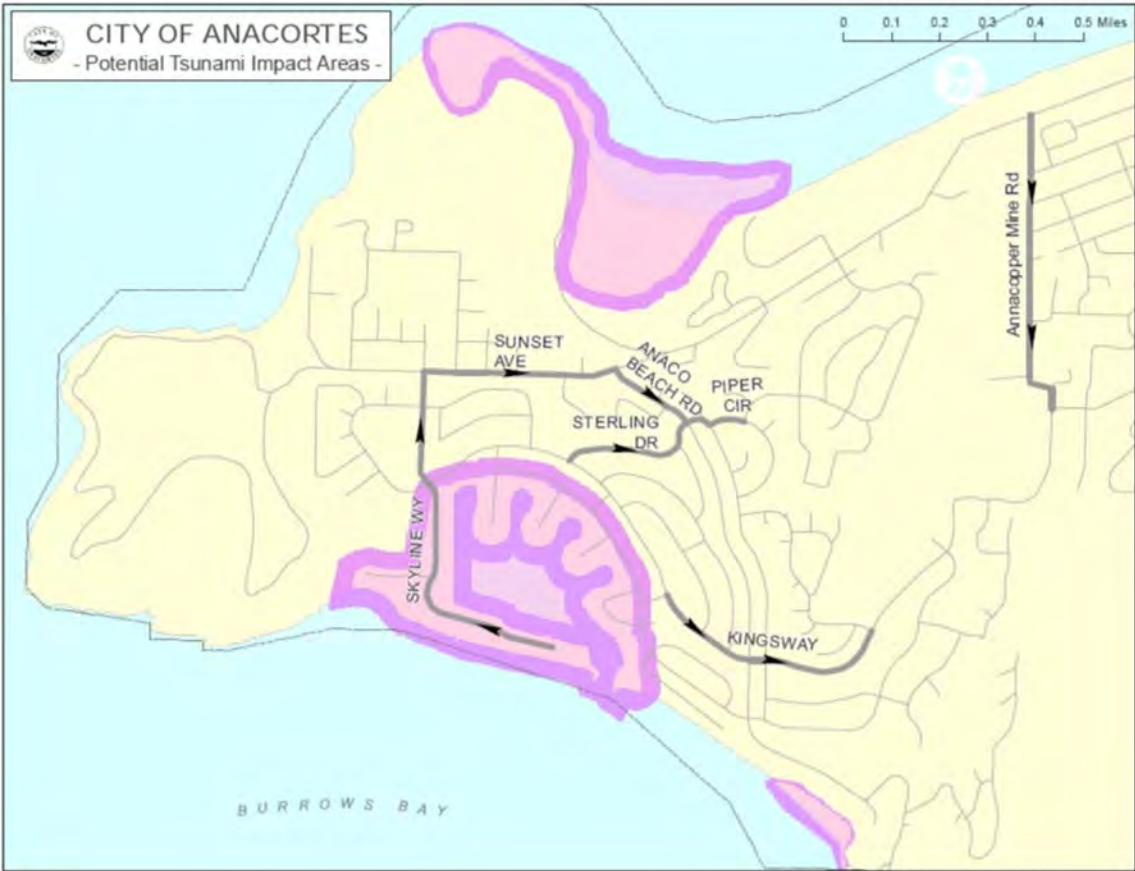


Figure 3. Downtown Tsunami Impact Areas

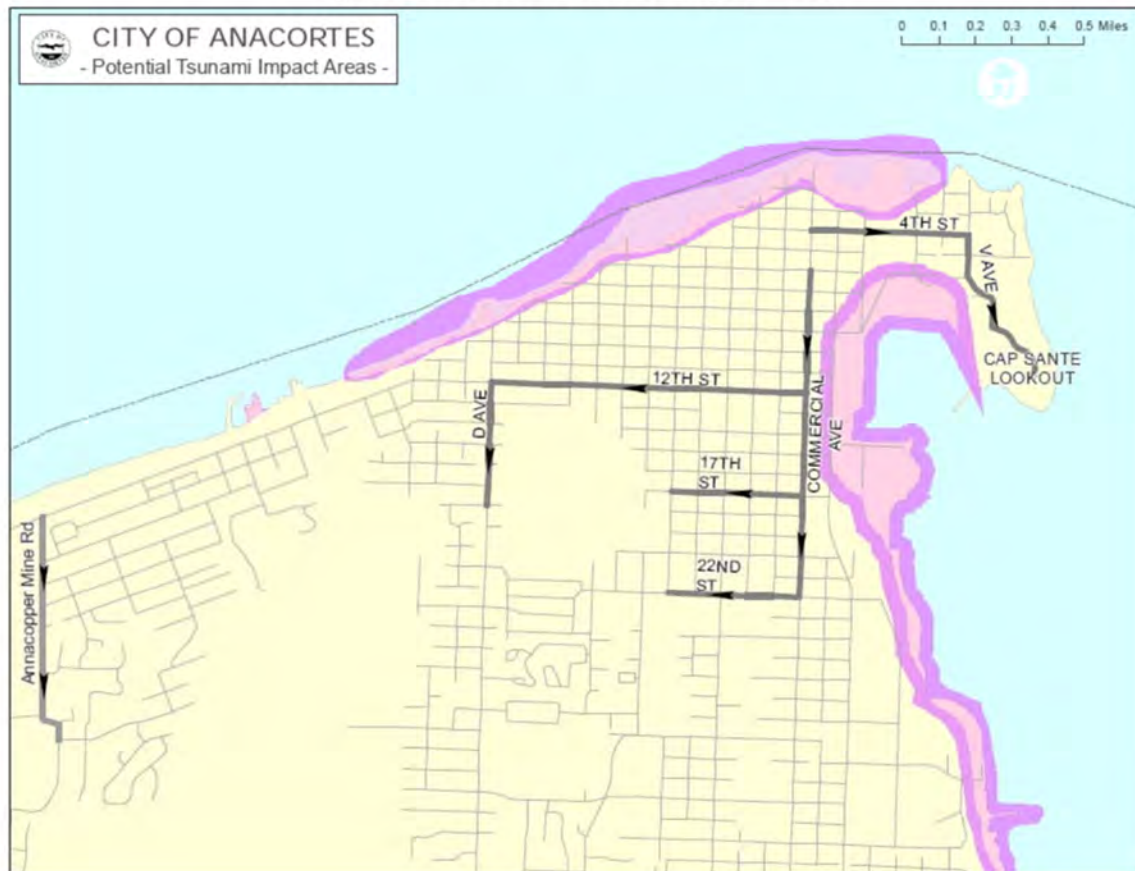


Figure 4. March Point Tsunami Impact Areas

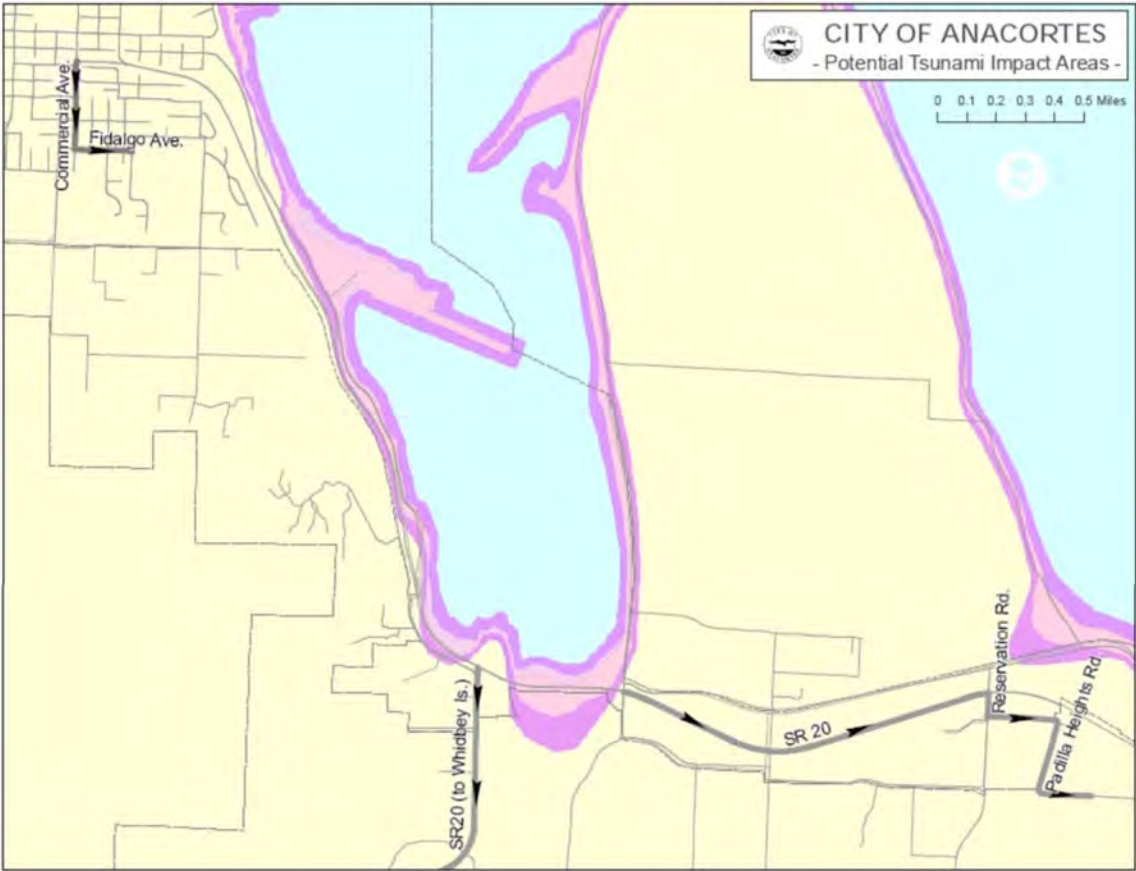


Figure 5 – Overall Tsunami Areas of Concern



C. Community Notification System

When it is necessary to provide urgent messaging to citizens within the City of Anacortes, there are two methods to notify the residents and visitors.

First, police and fire vehicles are equipped with public address systems that can effectively notify a small portion of the community in the event of an emergency. This is accomplished through PA systems and providing voice instructions as the police or fire vehicle drives through the neighborhood.

Second, a system to call each landline home telephone, and individual cell phones if **registered**, through the automated Community Notification System, called AlertSense, that provides voice messages to large numbers of phone numbers through the 911 telephone database, or cell phones that register at <http://public.alertsense.com/SignUp/?regionID=1166>. The entire community can be notified, or portions.

The City of Anacortes is authorized to access and order its activation with proper clearance and authority.

The following persons are authorized to activate the AlertSense:

- Mayor
- Fire Chief or designee
- Police Chief or designee

Activation through 911

When an incident occurs with actual or potential off-site impact, members shall notify 911 and request activation of the Community Notification System. Provide detailed information to include:

- Type of incident and hazard
- Type of emergency notification (i.e., evacuation, shelter in place, test, etc.)
- Wind direction (if known)
- Geographical Zone(s) to be notified.

Activation through Website

- Enter the login and password
- Select geographic area
- Select pre-established message

Shelter in Place

In the unlikely event that an accidental air release of toxic chemicals (a “release”) might occur, the following information has been prepared to assist you in planning and responding to the emergency.

Chemical Emergency

If industry has a release, a company representative will contact trained emergency agencies through the 911 system. Based on the nature of the release, and weather factors, the decision to shelter-in-place or

evacuate would be made with the emergency agencies. At that point, notification to the media and the Community Notification System would be put into effect. Local television and radio stations would then broadcast emergency messages to the listeners. In addition, industry personnel, law enforcement agencies, or the local fire departments may personally alert citizens via phone, door-to-door notification, or the vehicle public address system.

Shelter in Place

Fire Department, Health Department, and Emergency Service officials advocate going indoors instead of remaining outside in the case of a chemical accident. “Going inside” is termed “shelter-in-place”. One can shelter-in-place in a building or even a car, if no building is available. By taking the steps described below, sheltering-in-place will significantly reduce the possibility of exposure.

- **Shelter** GO INSIDE When inside stay until you are notified by local radio, television, or other means that it is safe to go outside. This is likely to be done for only short periods of time. If your children are in school, school officials will provide their protection. Move your pets indoors if you have time.
- **Shut** ALL DOORS AND WINDOWS, and when possible, place blankets, sheets, towels or other such materials into air vents and cracks around doors and/or windows. Go into a small interior room and seal it.
- **Secure** TURN OFF HEATING, COOLING, OR VENTILATION SYSTEMS such as central units, window and attic fans. All these systems bring in air from the outside. Do not use the fireplace or wood stove. Extinguish all burning materials and close dampers. If you have trouble breathing, place a wet cloth over your nose and mouth and breath through it.
- **Listen** TUNE IN FOR INFORMATION - Listen to local stations KAPS 102.1 FM, KAPS 660 AM, or KBRC 1430 AM to keep informed when it is safe to leave. Do not use the telephone unless it is a life-threatening emergency. After the Shelter-in-Place period ends, ventilation systems should be turned back on and doors and windows opened.

Evacuation Procedure

Trained emergency agencies will decide if or when to conduct an evacuation and how to do it safely. The decision to evacuate may be appropriate when 1) you are **not** directly downwind of a large release but close enough that wind shifts could move your way; 2) you are far enough away to permit an orderly evacuation; or 3) the trained emergency officials have determined that an evacuation is required. In all cases, you should shelter until advised to evacuate by an official. Some emergencies may require you to immediately evacuate; other situations may allow more time to take additional preparation steps. You will be given orders on how quickly to evacuate.

IMMEDIATE Evacuation

If you are ordered to evacuate IMMEDIATELY, there may be potential immediate danger. For your safety, you need to evacuate immediately.

- Follow any orders given by the officials.

- Take only one car and drive safely. Keep all windows and vents closed. Turn on the radio for evacuation routes and up-to-date information. Do not deviate from evacuation routes announced by officials.
- Follow directions given by officials along evacuation routes and be prepared to provide the right-of-way to any responding emergency vehicles.
- Do not call your children's school or go to pick them up. They will be the first ones moved if any evacuation is necessary in their location. You will be notified by local radio or television where you can pick them up.

STATED TIME PERIOD Evacuation

If you are ordered to evacuate within a STATED TIME PERIOD, you should follow the same steps listed for "IMMEDIATE Evacuation." If time is available, take the following additional steps:

Gather what you and your family need. Pack only what you need most, with particular attention to items such as special medications, eye glasses, or materials required for infant care.

- Turn off heating, ventilation, cooling systems and appliances. Leave the refrigerator on.
- Lock the house or building when you leave.
- Do not use the phone unless it is urgent. Keep any emergency call very short.
- Evacuation plans will include special attention to facilities within the impacted area (i.e. schools, hospitals, nursing homes, etc.), and provisions will be made to evacuate those who need assistance in complying with evacuation orders. Precautionary evacuation of certain high-risk members of the affected population may be recommended. This may include infants, elderly, pregnant women, or people with respiratory illnesses. If needed, evacuation plans will also include efforts to feed and shelter evacuees.

Re-entry

Once an evacuation is complete, no access to the evacuated area will be allowed without the express permission of emergency management agencies. Re-entry will be coordinated through designated checkpoints in accordance with procedures.

D. Building Safety Evaluation Plan

The Building Safety Evaluation Team is composed of individuals from various jurisdictions and/or departments/offices as well as private professional engineers, architects and construction contractors. Team members are registered as emergency workers with the Skagit County Department of Emergency Management.

Purpose

The purpose of the Building Safety Evaluation Team is to inspect and evaluate all damaged structures and help to identify dangerous structures following a severe earthquake or other emergency or disaster event that could damage buildings and structures.

Scope

The Building Safety Evaluation Team will be utilized by the county and municipal governments to assist in conducting damage assessment activities after a major disaster causing significant and/or widespread structural damage and relay damage assessment information to the municipal EOC and then to the Skagit County EOC.

The primary duties of Building Safety Evaluation Team members are:

- Inspection and evaluation of damaged buildings.
- Identification and posting of, and issuing necessary orders to evacuate all dangerous structures.
- Compiling accurate initial damage assessment reports to the Building Official and the Department of Emergency Management.
- Providing accurate records of disaster evaluation team personnel hours and wages and the cost of equipment and supplies used to conduct evaluations and prepare reports.

The secondary duties of Building Safety Evaluation Team members are:

- Coordinate with and assist public works inspection teams to evaluate and identify damage to roads, bridges, and other public structures.
- Assist the EOC and the Department of Emergency Management in compiling damage assessment reports and mapping damaged areas.
- Coordinate with law enforcement, fire, and emergency medical services agencies for inspections or structural analysis they may require to perform rescue and life-saving activities.

Concept of Operations

For building safety evaluation purposes Skagit County has been divided into the three following geographic areas. Anacortes Building Safety Evaluation teams are assigned to Area 1.

- **AREA #1:** Those areas west of the Swinomish Channel including the City of Anacortes, Shelter Bay, and Guemes Island.
- **AREA #2:** Those areas east of the Swinomish Channel and north and west of the Skagit River including the Town of La Conner, that portion of the City of Mount Vernon lying westerly of the Skagit River, Bayview, Edison, Alger, the municipalities of Burlington, Sedro-Woolley, Lyman, Hamilton, and Concrete as well as the communities of Rockport and Marblemount.
- **AREA #3:** Those areas south and east of the Skagit River including Fir Island, Conway, that portion of the City of Mount Vernon lying easterly and southerly of the Skagit River, Big Lake, Lake McMurray, and Lake Cavanaugh.

Building safety evaluations will need to be conducted as soon as possible following major earthquakes or other disaster events that cause structural damage to determine the condition of critical facilities and potential shelter locations. Because a damaging event may occur at any time, team members are assigned to perform building evaluations within an area near the location of their residence. Should a damaging

event occur during working hours, team assignments will be made depending upon the availability and location of team members at the time of the event.

During off-work hours, team members may self-dispatch depending upon the magnitude of the event, obvious signs of damage to nearby buildings, and damage to communication systems. If a significant event occurs causing damage to nearby buildings, team members will report to their assigned assembly point, form teams of two or three people, and begin conducting building safety evaluations.

If, due to the severity of the event, team members make the decision to self-dispatch, they shall make every possible effort to make direct contact with the Anacortes EOC or the Skagit County Emergency Communications (E-911) Center to report their status and provide the EOC with initial damage assessment information. If, due to damaged communication systems, team members are unable to contact the Anacortes EOC or the Skagit County Emergency Communications (E-911) Center, team members shall make contact with local law enforcement and/or fire agencies to report their status and provide initial damage assessment information.

If building safety evaluation teams are working within a municipality and that municipality has established an EOC, team members should report their status and relay initial damage assessment information to the municipal EOC.

Skagit RACES (Radio Amateur Civil Emergency Services) may provide alternate communication for Building Safety Evaluation Teams in the event existing telephone communication systems are damaged, destroyed, or overwhelmed.

Responsibilities

Inspect and evaluate all designated Emergency Operations Centers and provide an EOC representative to the Anacortes EOC to coordinate area building evaluation teams.

Evaluate the need for additional equipment and supplies such as vehicles, cellular telephones, and two-way radios that may be needed by area teams to conduct building safety evaluations. Mobilize and dispatch building safety evaluation teams to inspect buildings for structural integrity in the following order:

- 1. Evaluate essential buildings such as fire and police stations, city hall, hospitals, and designated emergency shelters.
- 2. Evaluate high occupancy buildings such as schools, churches, places of assembly, shopping centers, theaters, and apartment buildings.
- 3. Evaluate residential neighborhoods.

Inspectors are to report hourly with current damage assessment reports and to receive updated information. Inspectors are to **immediately** notify the EOC of the following:

- 1. Any apparent loss of life or immediate life threatening situations.
- 2. Any apparent impending hazards, including but not limited to, uncontrolled fire, structural distress, or failure.
- 3. Any essential or high occupancy buildings that have been posted “unsafe to enter” or determined to be a dangerous building.

Once dangerous structures have been identified, posted, and vacated, EOC representatives shall compile a list of these structures and submit a report to the Building Official and the Department of Emergency Management for necessary actions such as barricading of hazardous areas and/or immediate demolition. The Building Official will initiate condemnation proceedings as appropriate.

E. Public Works

	Operations	Water	Wastewater
Drought	Water shortage response plan	Water shortage response plan	
Earthquake	Isolate Water Distribution; Assist with debris clean up; Maintain primary traffic routes	Assess facilities for functionality and damage; Isolate reservoirs; Continue water treatment	Assess facilities for functionality and damage; Minimize wastewater contamination; Continue wastewater treatment
Flooding		Assess facilities for functionality and damage; Continue water treatment; Coordinate flood control with Skagit County ECC	
High Winds	Assist with debris clean up; Maintain primary traffic routes; Post temporary signage	Assess facilities for functionality and damage; Maintain reservoir levels; Connect to emergency generator power; Continue water treatment	Assess facilities for functionality and damage; Provide pump station emergency power; Continue wastewater treatment
Infestation/Disease			
Landslide/Erosion	Isolate Water Distribution; Assist with debris clean up; Maintain primary traffic routes	Assess facilities for damage and functionality. Potential for abnormal hydraulics and poor source water quality.	Assess pump station and sewer line operations for infrastructure damage.
Lightning		Assess facilities for functionality and damage; Maintain reservoir levels; Connect to emergency generator power; Continue water treatment	Assess facilities for functionality and damage; Provide pump station emergency power; Continue wastewater treatment
Storm Surge	Assist with debris clean up; Maintain primary traffic routes		Assess pump station and sewer line operations for infrastructure damage.
Subsidence, expansive soils			
Urban Fire	Post temporary signage	Maintain reservoir levels and system pressure	
Wildfire	Post temporary signage	Maintain reservoir levels and system pressure	

	Operations	Water	Wastewater
Winter Storm	Follow snow removal plan; Maintain primary traffic routes; Evaluate storm water systems	Assess facilities for functionality and damage; Maintain reservoir levels; Continue water treatment	Follow peak flow policy; Continue wastewater treatment
Volcanic Activity		Follow PSE and Seattle City Light Dam failure emergency response plans; Modify operations to prevent long term damage to equipment	Modify operations to prevent long term damage to equipment
Tsunami	Isolate Water Distribution; Assist with debris clean up; Maintain primary traffic routes	Assess facilities for functionality and damage; Isolate reservoirs; Continue water treatment	Assess facilities for functionality and damage; Minimize wastewater contamination; Continue wastewater treatment
Network Cyber Attack	Follow City protocol.	Isolate control systems; assess facilities for functionality and damage; follow manual operations plan; continue water treatment	Isolate control systems, Manually operate facilities; Continue wastewater treatment
Bomb Threat	Ensure personnel safety; check infrastructure for damage; make repairs; provide temporary signage. If damage occurs assist with cleanup.	Ensure personnel safety; Assess facilities for functionality and damage; Continue water treatment	Ensure personnel safety; Assess facilities for functionality and damage; Continue wastewater treatment
Industrial Chemical Incident	Provide temporary signage.	Assess facilities for functionality and damage; modify operations to prevent long term damage to equipment; Continue water treatment	Modify operations to minimize impact treatment process
Mass Casualty	Ensure personnel safety; Assist Police and Fire with temporary signage, vehicles and equipment; Keep emergency routes clear.	Ensure personnel safety; Assess facilities for functionality and damage; Continue water treatment	Ensure personnel safety
Active Shooter	Ensure personnel safety. Assist police and fire as needed.	Ensure personnel safety; follow evacuation procedures	Ensure personnel safety
HazMat Train Derailment	Provide temporary signage.	Assess facilities for functionality and damage; modify operations to prevent long term damage to equipment; Continue water treatment	Isolate affected facilities; Continue wastewater treatment

	Operations	Water	Wastewater
Terrorism	Assist police and fire as needed.	Ensure personnel safety; Assess facilities for functionality and damage; Continue water treatment	Ensure personnel safety; Ensure security at facilities

F. Fire

	Fire	EMS	HazMat
Drought	Review burn ban requirements.		
Earthquake	Immediate damage assessment of critical infrastructure.	Triage medical needs. Coordinate with Disaster Emergency Control Center. Treat and transport patients.	Assess facilities for hazardous materials release. Isolate and deny entry into hazardous areas.
Flooding		Conduct rescues. Evacuate vulnerable populations.	Assess facilities for hazardous materials release. Isolate and deny entry into hazardous areas.
High Winds	Maintain operational readiness. Assess danger to the public of downed power lines and communicate with PSE and PW Operations.	In event of power outage, support patients who have electrical lifesaving medical equipment devices.	
Infestation/Disease		Triage medical needs. Coordinate with Skagit County Health Department. Treat and transport patients.	
Landslide/Erosion	Assess danger to the public. Control and isolate fuel leaks. Coordinate with Cascade Natural Gas and Puget Sound Energy. Isolate and deny entry into hazardous areas.	Triage medical needs. Coordinate with Disaster Emergency Control Center. Treat and transport patients.	Assess facilities for hazardous materials release. Isolate and deny entry into hazardous areas.
Lightning	Extinguish fires caused by lightning.	Triage, treat, and transport patients struck by lightning.	Assess facilities for hazardous materials release. Isolate and deny entry into hazardous areas.
Storm Surge		Conduct rescues. Evacuate vulnerable populations.	Assess facilities for hazardous materials release. Isolate and deny entry into hazardous areas.

	Fire	EMS	HazMat
Subsidence, expansive soils	Assess danger to the public. Control and isolate fuel leaks. Coordinate with Cascade Natural Gas and Puget Sound Energy. Isolate and deny entry into hazardous areas.	Triage medical needs. Coordinate with Disaster Emergency Control Center. Treat and transport patients.	Assess facilities for hazardous materials release. Isolate and deny entry into hazardous areas.
Urban Fire	Life safety. Incident stabilization. Property conservation.	Triage medical needs.	Isolate and deny entry into hazardous areas. Secure utilities.
Wildfire	Life safety. Incident stabilization. Property conservation.	Triage medical needs.	Isolate and deny entry into hazardous areas. Secure utilities.
Winter Storm	Maintain operational readiness.	In event of power outage, support patients who have electrical lifesaving medical equipment devices. Identify vulnerable populations needing shelter.	Provide community safety information.
Volcanic Activity	Maintain operational readiness. Modify operations to prevent long term damage to equipment	Identify vulnerable population with respiratory issues.	
Tsunami	Assess access to impacted areas.	Assist with evacuation of vulnerable population in and near inundation zones. Set up a triage facility.	Isolate and deny entry into hazardous areas. Secure utilities.
Network Cyber Attack	Shut Down and disconnect Network Cables to all devices connected to the City Network.	Shut Down and disconnect Network Cables to all devices connected to the City Network.	Shut Down and disconnect Network Cables to all devices connected to the City Network.
Bomb Threat	Provide standby support and stage apparatus at designated Staging area.	Provide standby support and stage apparatus at designated Staging area.	Isolate and deny entry into hazardous areas. Determine chemical release effect on population. Provide notification of shelter in place or evacuation if indicated.
Industrial Chemical Incident	Isolate and deny entry into hazardous areas. Determine chemical release, effect on population. Provide notification of shelter in place or evacuation if indicated.	Isolate and deny entry into hazardous areas. Determine chemical release, effect on population. Provide notification of shelter in place or evacuation if indicated.	Isolate and deny entry into hazardous areas. Determine chemical release, effect on population. Provide notification of shelter in place or evacuation if indicated.

	Fire	EMS	HazMat
Mass Casualty	Provide fire protection lines for flammable, combustible liquids, or hazardous chemicals. Provide extrication of entrapped victims.	Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.	Isolate and deny entry into hazardous areas. Determine chemical release effect on population. Provide notification of shelter in place or evacuation if indicated.
Active Shooter	Stage at designated Staging or Base until scene is determined secure. Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.	Stage at designated Staging or Base until scene is determined secure. Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.	Stage at designated Staging or Base until scene is determined secure. Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.
HazMat Train Derailment	Isolate and deny entry into hazardous areas. Determine chemical release effect on population. Provide notification of shelter in place or evacuation if indicated. Provide exposure protection on unaffected railcars with unmanned monitors.	Isolate and deny entry into hazardous areas. Determine chemical release effect on population. Provide notification of shelter in place or evacuation if indicated. Provide exposure protection on unaffected railcars with unmanned monitors.	Isolate and deny entry into hazardous areas. Determine chemical release effect on population. Provide notification of shelter in place or evacuation if indicated. Provide exposure protection on unaffected railcars with unmanned monitors.
Terrorism	Stage at designated Staging or Base until scene is determined secure. Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.	Stage at designated Staging or Base until scene is determined secure. Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.	Stage at designated Staging or Base until scene is determined secure. Determine number of patients and severity of each category. Triage, Treat, and Transport to appropriate medical facilities. Contact Disaster Medical Control Center.

G. Police

	Police
Drought	Identification and enforcement of water restrictions, i.e., lawn watering.

	Police
Earthquake	Mobilize staff. Ensure communications systems functional. Open EOC. Windshield survey of damage to transportation infrastructure and city facilities. Life safety. Incident stabilizations. Property safety. Enforce road closures and provide security of evacuated areas.
Flooding	Mobilize staff. Ensure communications systems functional. Open EOC. Windshield survey of damage to transportation infrastructure. Life safety. Incident stabilizations. Property safety. Enforce road closures and provide security of evacuated areas.
High Winds	Windshield survey. Coordinate debris removal with Public Works. Close impacted roadways. Assess danger to the public of downed power lines and communicate with PSE and PW Operations.
Infestation/Disease	Enforce quarantine at the direction of the Public Health Officer.
Landslide/Erosion	Assess danger to the public. Coordinate with Cascade Natural Gas and Puget Sound Energy. Isolate and deny entry into hazardous areas. Provide traffic control around impacted areas.
Lightning	Assist Fire/EMS in accessing victims and structures.
Storm Surge	Windshield survey. Assist with evacuation when directed. Enforce road closures and provide security of evacuated areas.
Subsidence, expansive soils	Secure impacted area.
Urban Fire	Support fire department and assist with evacuation efforts.
Wildfire	Support fire department and assist with evacuation efforts.
Winter Storm	Mobilize staff. Ensure communications systems functional. Open EOC when appropriate. Windshield survey of impacted roadways. Life safety. Incident stabilizations. Property safety. Enforce road closures.
Volcanic Activity	Maintain operational readiness. Modify operations to prevent long term damage to equipment
Tsunami	Mobilize staff. Ensure communications systems functional. Open EOC. Life safety. Incident stabilizations. Property safety. Enforce road closures and provide security of evacuated areas.
Network Cyber Attack	Shutdown Records Management System, Notify Skagit County and WSP of possible CJIS breach, Revert to H/C reporting and out of system data entry into RMS as needed.
Bomb Threat	Evacuate and secure area, conduct a preliminary search, maintain safety zone, notify WSP and NAS Whidbey EOD for assistance, investigate source of threat.
Industrial Chemical Incident	Establish perimeter with AFD, assist with evacuation and secure perimeter.
Mass Casualty	Open EOC, Assist EMS in clearing traffic routes, giving aid to victims when possible.
Active Shooter	Plan maintained internally for security purposes.

	Police
HazMat Train Derailment	Support fire department and assist with perimeter security.
Terrorism	Mobilize staff. Ensure communications systems functional. Open EOC. Partner with Federal and State agencies to coordinate response.

[End of Annex 2]

Annex 3. Natural Hazards Mitigation Plan

The City of Anacortes Natural Hazards Mitigation Plan was adopted by City Council Resolution 1910 on February 17, 2015.

The City's Natural Hazards Mitigation Plan is available at

http://www.cityofanacortes.org/document_center/Resolutions/2010-2019/Res1910.pdf

The countywide Natural Hazards Mitigation Plan, which the City's plan is a component of, is available at

<ftp://ftp.skagitcounty.net/DEM/NatHazMitPlan2014.pdf>



City Council Agenda Bill

Meeting Date: 8/8/2016

Agenda Item: 5d

Subject: Consent to Award Contract to Quality Controls Corporation (QCC) to Install Telemetry and Control Upgrades at WWTP Pump Station 15, Pump Station 8 and Combined Sewer Overflow 4

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract
	Public Hearing
	Staff Report

Summary Statement: This Contract will authorize the WWTP SCADA and Telemetry Consultant (QCC) to install telemetry and control upgrades at sanitary sewer Pump Station 15, Pump Station 8, and Combined Sewer Overflow (CSO) 4. City staff seeks Council approval to award a contract to QCC in the amount of \$119,365.63 to perform this work.

Background: These upgrades will improve telemetric communications to and from these pump stations and CSO, and enable WWTP to monitor system performance.

Budget Impact	
Amount Budgeted	\$300,000.00
Budget Account (BARS)	440.00.594.35.64
Proposed Expenditure	\$119,365.63
Budget Amendment Required?	No
Revenue Source	Utility Rates

Proposed Contract	
Contractor	Quality Controls Corp
Amount	\$119,365.63
Start Date	Contract Inception
End Date	6/30/2017

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: WWTP staff will continue to miss signals and remain non-compliant with FCC regulations and ability to comply with permit requirements will be jeopardized.

Recommended Motion: I move the City Council provide its consent to award a contract to Quality Controls Corporation to install telemetry and control upgrades at Pump Station 15, Pump Station 8, and CSO 4 the amount of \$119,365.63.

Alternative Actions: N/A

Attachments (listed in order presented): QCC Contract



CONTRACT 14-009-IDS-003
Between
THE CITY OF ANACORTES
AND
QUALITY CONTROLS CORPORATION

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Quality Controls Corporation hereinafter referred to as the "Consultant";

WHEREAS, the City requires professional services of the Consultant;

WHEREAS, the City has identified requirements for telemetry and control upgrades at 2 sanitary sewer pump stations and one combined sewer overflow,

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work.** Under this Agreement, the Consultant shall provide the City professional services in accordance with the attached **EXHIBIT A** entitled "Install Telemetry and Control Upgrades at Pump Station 15, Pump Station 8, and Combined Sewer Overflow 4", hereinafter called "Work".

The Work under this Contract will be directed by Wastewater Treatment Plant Manager (WWTP), Rebecca Fox, or designee, who may be reached at (360) 299-0953 or email at beckyf@cityofanacortes.org.

2. **Price.** The work performed under this Agreement shall be performed on a fixed price basis for a total price of **One Hundred Nineteen Thousand Three Hundred Sixty-Five Dollars and Sixty-Three Cents (\$119,365.63)**. Payment terms are set forth in Clause 4 Payment Terms.

3. **Period of Performance.** Work shall begin upon inception and complete by June 30, 2017. Inception is defined as the date the contract is fully-executed.

4. **Payment Terms.** Payment shall be made in accordance with **EXHIBIT B, SCHEDULE OF VALUES – Install Telemetry and Control Upgrades at Pump Station 15, Pump Station 8 and Combined Sewer Overflow 4**. The Contractor shall submit invoices for payment no more frequently than monthly and allow 30 calendar days from receipt of the invoice for payment.

5. **Subcontracts.** The Consultant shall give notice reasonably in advance of placing any subcontract; preferably the Consultant shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of the prime Consultant or a subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price.

Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract,; or

(3) To relieve the Consultant of any responsibility for performing this Contract.

The Consultant shall give immediate written notice, reference Clause 27 Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this contract, with respect to which the Consultant may be entitled to reimbursement from the City.

As part of the Consultant's proposal to perform the Work described in Exhibit A, the Consultant proposed to subcontract with Accu-Communications, Mike Bingaman, 9504 180th Street SE, Snohomish, WA 98296. Accordingly, the City hereby approves the use of sub-consultant Accu-Communications in support of this Work.

6. **Invoicing.** Each invoice shall include:

All invoices shall include the following information: Company Name, Invoice Date, Invoice Number, Invoice Period, *CONTRACT NUMBER*, Project Manager Name, and cite the proper Item Number and price for item completed in accordance with Article 4. Payment Terms.

The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

7. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant ("Instruments of Services"). Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any subsequent reuse or modification of Consultant's Instruments of Service by the City or any party obtaining it through the City will be at City's sole risk and without liability to Consultant.

8. **Defense and Indemnity Agreement.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

9. General and Professional Liability Insurance.

A. Insurance Term

The Consultant 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 Consultant, its agents, representatives, or employees.

B. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage 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.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Consultant 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 Consultant before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

10. Registered or Licensed Consultant. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, the City will require persons doing business with the City to possess a business license.

11. Inspection. The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City's Public Works Director, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of his/her obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

12. Standard of Care. The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their best efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein. The City's remedy shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion.

13. **Discrimination Prohibited.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or physical handicap.

14. **Consultant is an Independent Consultant.** The parties intend that an independent Consultant relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

15. **The City's Right to Terminate Agreement.**

A. Termination for Default

If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the Work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all Work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the Work, including all increased costs for completing the Work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

16. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

17. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

18. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

19. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of 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.

20. **Disputes**

A. General

Differences between the Consultant and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. Notice of Potential Claims

The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. Detailed Claim

The Consultant shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the Work from which the claim arose, and before final payment by the City, the Consultant has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. Dispute Resolution

In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

21. **Force Majeure.** Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force

majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

22. Compliance with Laws. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

23. Venue and Choice of Law. In the event that any litigation should arise concerning the services under this Agreement, interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State of Washington.

24. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications 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.

25. Survival of Contract Termination. The articles relating to Indemnification, Data Rights, Proprietary Information, Governing Law, and Venue and Choice of Law shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

26. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

27. Notices. Notices to the City of Anacortes shall be sent to the following address:

City of Anacortes
Attention: Denise Van Wyck
denisev@cityofanacortes.org
904 6th Street
PO BOX 547
Anacortes, WA 98221

Notices to the Consultant shall be sent to the following address:

Quality Controls Corporation
Mr. James Cross
5015 208th Street, SW, Suite 1-B
Lynnwood, WA 98036
(425) 778-8280

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CITY OF ANACORTES

QUALITY CONTROL CORPORATION

By _____
Laurie Gere, Mayor

By _____

Title _____

Date _____

Date _____

**INSTALL TELEMETRY AND CONTROL UPGRADES
AT
PUMP STATION 15
PUMP STATION 8
COMBINED SEWER OVERFLOW 4
SCOPE OF WORK
CONTRACT 14-009-IDS-003
EXHIBIT A**

Consultant shall perform the following Work:

1. Pump Station 15-

- a. QCC provides the following VFD assemblies, for installation and field termination by others:
 - Pump 1 VFD open panel- for installation in existing VFD enclosure
 - Pump 3 VFD open panel- for installation in existing VFD enclosure

Each panels supplied by QCC will be UL listed and contain all required motor control hardware, components, and sub-assemblies, including, but not limited to the following major components:

- QTY 1 480VAC/120VAC Control Power Transformer
 - QTY 1 Line Reactor
 - QTY 1 Load Reactor
 - QTY 1 AB Powerflex 70, 70HP VFD
 - QTY 1 VFD Ethernet Communication Module
 - QTY 1 Filter Fan and Exhaust Grill
 - QTY 1 Door Mounted HIM Module
 - QTY 1 HOA Switch
 - QTY 1 "Hand Mode" Speed Potentiometer
 - QTY 1 "Power OK" Indicator Light
 - QTY 1 "Running" Indicator Light
 - QTY 1 "Fault" Indicator Light
 - QTY 1 Control Power Transformer
 - QTY 1 Custom door mounted bezel for pilot device installation.
 - QTY AR Relays, Terminals, Circuit Breakers, Fuses, Wiring, Duct
- b. QCC upgrades the following hardware required to upgrade the existing Pump Station #15 MicroLogix 1500 PLC to an Ethernet compatible CompactLogix PLC for the existing Pump Station #15 Control Panel. The upgrades include all hardware and network equipment for transition to the new Anacortes Ethernet Fiber/Cellular network currently being constructed. QCC provides the following hardware, installed and ready for operation in the existing control panel:

- QTY 1 CompactLogix 1769-L24ER-QBFC1B Ethernet PLC
 - QTY 1 CompactLogix 1769-IA16 DI module.
 - QTY 1 Ntrion 708FX2 managed Fiber Ethernet Switch
 - QTY 1 Verizon Wireless Cellular 4G Ethernet modem and antenna.
- c. QCC supplies the custom PLC, HMI, Telemetry, and SCADA programming for control of the new PLC, RIO, and associated inputs/Output (IO). All process information and alarms to be displayed at the local station HMI and at the WWTP FTVIEW SCADA.
 - d. QCC will design and configure the VFD panels to reuse the existing enclosure and hardwired control signals. Additional VFD performance information will be available to the SCADA system over the station Ethernet network.
 - e. QCC supplies Allen-Bradley factory certified VFD configuration and startup services for all VFDs included in this scope of work.
 - f. QCC supplies factory testing for all components included in this scope of work.
 - g. QCC supplies field start-up and training services as required for all components included in this scope of work.
 - h. QCC provides CAD-based drawings for the modified PLC panel, Bill of Materials, and Operation and Maintenance manuals for all components included in this scope of work.

2. Pump Station 8-

- a. QCC provides engineer services and materials to modify the existing pump station controller as required to make the following improvements.
 - i. Provide the following hardware:
 1. QTY 2 Split Core current switches for pump running indication.
 - ii. Remove existing, unused VFD motor controllers and associated wiring and hardware.
 - iii. Assist the city staff with modifications to the enclosure to accommodate installation of the duplex Eone pump controller. Modifications include:
 1. Relocate ground bar, heater, transformer, circuit breakers, and duplex receptacle to make available space for new controller.
 2. Installation new Eone duplex pump controller.
 3. Installation of new motor current switches.
 4. Modifications to station control circuits for HOA switch and
- b. QCC supplies the PLC, Telemetry, and SCADA programming for monitoring the modified control panel. All process information and alarms to be updated so as to correctly display at the WWTP FTVIEW SCADA.
- c. QCC provides CAD-based drawings for the modified PLC panel, Bill of Materials, and Operation and Maintenance manuals for all components included in this scope of work.

3. CSO #4-

- a. QCC provides a new UL listed NEMA 4x RTU PLC based RTU panel to upgrade the existing CSO #4 AutoCon RTU to an Ethernet compatible CompactLogix PLC system. The upgrades include all hardware and radio equipment for transition to the new Anacortes Ethernet fiber/cellular network currently being constructed. The new RTU Panel includes, but is not limited to the following hardware, complete and ready for installation by others:

- QTY 1 NEMA 4X stainless steel wall mount enclosure
- QTY 1 CompactLogix 1769-L24ER-QBFC1B Ethernet PLC
- QTY 1 Ntron 708TX managed Ethernet Switch
- QTY 1 DC UPS power supply and battery backup
- QTY 1 120VAC main circuit protection
- QTY 1 Ntron 708FX2 managed Fiber Ethernet Switch
- QTY 1 Verizon Wireless Cellular 4G Ethernet modem and antenna.

- b. QCC supplies the custom PLC, Telemetry, and SCADA programming for monitoring of the new PLC, and associated inputs/Output (IO). All process information and alarms to be displayed at the WWTP FTVIEW SCADA.
- c. QCC supplies factory testing for all components included in this scope of work.
- d. QCC supplies field start-up and training services as required for all components included in this scope of work.
- e. QCC provides CAD-based drawings for the modified PLC panel, Bill of Materials, and Operation and Maintenance manuals for all components included in this scope of work.

Work includes:

- Shipping [Terms specified on Exhibit B]
- Field wiring diagrams showing interconnection of field instruments and instrumentation panels as required
- Instruction manuals as required.
- All necessary field start-up and calibration of the equipment supplied hereunder.

**CONTRACT 14-009-IDS-003
EXHIBIT B
SCHEDULE OF VALUES**

**Install Telemetry and Control Upgrades
at
Pump Station 15, Pump Station 8 and Combined Sewer Overflow 4**

Pay Item Number	Description	Qty	U/M	Amount	Sales Tax Included
1	Pump Station 15 VFDs and PLC Hardware [FOB Destination]	1	LS	\$55,970.00	Yes
2	Pump Station 15 Engineering, Programming & Testing Services	1	LS	\$35,235.00	
3	Pump Station 8 Control Panel Hardware [FOB Destination]	1	LS	\$1,170.00	Yes
4	Pump Station 8 Engineering, Programming & Testing Services	1	LS	\$5,600.00	
5	Combined Sewer Overflow 4 Control Panel Hardware [FOB Destination]	1	LS	\$9,985.00	Yes
6	Combined Sewer Overflow 4 Engineering, Programming & Testing Services	1	LS	\$5,700.00	
Subtotal				\$113,660.00	
Sales Tax @ 8.5% is included in Line Items 1, 3, and 5				<u>\$5,705.63</u>	
CONTRACT TOTAL				<u>\$119,365.63</u>	



City Council Agenda Bill

Meeting Date: 8/8/2016

Agenda Item: 5e

Subject: Interlocal Agreement with Marysville for Outdoor Video Services

Staff Contact: Nicole Johnston, Darcy Swetnam

Approved for Submittal to Council by	
x	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
x	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
x	Contract
	Public Hearing
	Staff Report

Summary Statement: The enclosed Interlocal with the City of Marysville requires the City to pay Marysville \$600 to provide services and equipment to show an outdoor movie at Storvik Park on August 26th.

Background: The City has hosted movies in the park in previous years. The City of Marysville will provide the movie screen, projector equipment, transportation of equipment, and personnel to operate the equipment. In exchange, the City will provide a power source and pay Marysville \$600.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	101.410.571.00.49
Proposed Expenditure	\$600
Budget Amendment Required?	No
Revenue Source	

Proposed Contract	
Contractor	City of Marysville
Amount	\$600
Start Date	August 26, 2016
End Date	August 26, 2016

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move we authorize Mayor Gere to execute the enclosed Interlocal Agreement Between the City of Anacortes and the City of Marysville for Outdoor Video Services.

Alternative Actions: N/A

Attachments (listed in order presented): Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ANACORTES
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 26, 2016 between the City of Anacortes, a Washington municipal corporation, herein after referred to as “ANACORTES” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of ANACORTES is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of ANACORTES and presented on August 26, 2016; and

WHEREAS, the City of ANACORTES is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of ANACORTES desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of ANACORTES to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, ANACORTES and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to ANACORTES as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of ANACORTES at least 48 hours before the event if it is not able to provide personnel and/ or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to ANACORTES.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

ANACORTES. MARYSVILLE personnel will operate the video equipment and vehicles.

B. ANACORTES will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Friday, August 26, 2016

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that ANACORTES staff providing services pursuant to this Agreement are acting in their official capacity as employees of ANACORTES and shall be under the exclusive direction and control of ANACORTES.

F. ANACORTES and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. ANACORTES, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on ANACORTES' behalf those services as provided in this Agreement.

2. COMPENSATION / FEES

A. ANACORTES will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.

B. ANACORTES will pay MARYSVILLE 25% of the event fee in the event ANACORTES cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill ANACORTES monthly and ANACORTES shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS / MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. ANACORTES will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of ANACORTES in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend ANACORTES, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, ANACORTES, or other person and all property owned or claimed by MARYSVILLE, ANACORTES, or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or ANACORTES, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

INSURANCE

1. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
2. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- 3 Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between ANACORTES and MARYSVILLE or any of ANACORTES' or MARYSVILLE's agents or employees.

ANACORTES shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by ANACORTES pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of ANACORTES a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded ANACORTES or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE an ANACORTES employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney' fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION / TERMINATION / NOTICE / EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.

C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of ANACORTES:
904 Sixth Street
Anacortes, WA 98221

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Recreation Coordinator Phone Number: 360-363-8408

ANACORTES:

Name: Nicole Johnston, Recreation Coordinator Phone Number: 360-299-1967

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within ANACORTES under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF ANACORTES

JON NEHRING, Mayor

LAURIE GERE, Mayor

Date:

Date:

Attest:

Attest:

SANDY LANGDON, City Clerk
Approved as to form:

STEVEN D. HOGLUND, City Clerk
Approved as to form:

JON WALKER City Attorney

DARCY SWETNAM City Attorney

Attorney for the City of MARYSVILLE

Attorney for City of ANACORTES



City Council Agenda Bill

Meeting Date: 8/8/2016 **Agenda Item:** 20160808Iem7a

Subject: Loan Contract for the Blue Heron Circle 3MG Reservoir Project

Staff Contact: G. Matt Reynolds

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney

Action Type	
	Ordinance No.
	Code Revision?
	Resolution No.
X	Contract
	Public Hearing
	Staff Report

Summary Statement: Staff is recommending that the City Council approve the Department of Health Drinking Water State Revolving Fund (DWSRF) loan contract number DM16-952-025 and authorize the Mayor to sign the loan contract. The \$4,974,755 loan will be used to finance the Blue Heron Circle 3 million gallon (3MG) Reservoir Project. The loan period is twenty years with an interest rate of 1.5%. The terms include an incentive for early project completion whereby the interest rate will be reduced to 1.0% if the project is completed within 24 months of the Contract date.

Background: Inspections of the existing 3MG steel reservoir located on Whistle Lake Road at Blue Heron Circle have revealed structure damage and coating issues that must be addressed. The Anacortes retail water system cannot operate for an extended period of time with the reservoir out of service. The project approach is to build a new 1.5MG steel reservoir adjacent to the existing 3MG tank and then replace the 3MG reservoir with a second new 1.5MG steel reservoir.

Previous Council/Committee Action: This project has been discussed with the Public Works Committee on several occasions. It was the Committee's recommendation to obtain this DWSRF loan for the project. In April of this year, Council awarded a contract to the project's design engineer.

Competing Viewpoints Considered: Other funding options considered included the issuance of bonds and self-financing through an inter-fund loan.

Recommended Motion: I move that the Drinking Water State Revolving Fund loan for the Blue Heron Circle Reservoir Project be approved and the Mayor be authorized to sign the loan contract.

Alternative Actions: Other funding options exist including bonds and self-financing.

Attachments (listed in order presented): Loan contract



Washington State Public Works Board

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

August 3, 2016

Matt Reynolds
904 6th St.
PO Box 547
Anacortes, WA 98221
RE: Loan Contract Number: DM16-952-025

Dear Mr. Reynolds:

Enclosed are two originals of the Drinking Water State Revolving Fund Loan Contract Number identified above. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work and an Attorney's Certification as formal attachments.

When you have obtained the appropriate signatures, please return both original contracts and all the attachments to the Public Works Board within 60 calendar days of the date of this letter. Failure to return the contracts within this timeline may result in your loan offer being withdrawn.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

If the loan fee applies, the amount of the loan includes an amount sufficient to cover a one-percent loan administration fee. The fee will be collected at contract execution, and is non-refundable. Please review the terms and conditions of the Loan Contract carefully, as well as the attachments.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Board or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Cathy Brockmann
Project Manager
Federal Programs Unit
360-725-3087
cathy.brockmann@commerce.wa.gov

Enclosures:

ATTACHMENT I: ATTORNEY'S CERTIFICATION
ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENT ENTITIES



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Capital Agreement between:

**City of Anacortes
and**

Public Works Board

For:

Project Name: **Blue Herron Circle 3MG Reservoir Rehabilitation**

Loan Number: **DM16-952-025**

Loan Type: **DWSRF NT**

Contract Start Date: _____ **Contract Execution Date** _____



Department of Commerce
Innovation is in our nature.

Washington State Department of Commerce
www.commerce.wa.gov

DECLARATIONS

CLIENT INFORMATION

Legal Name:	City of Anacortes
Loan Number:	DM16-952-025
Award Year:	2016
State Wide Vendor Number:	SWV0000302-00

PROJECT INFORMATION

Project Title:	Blue Herron Circle 3MG Reservoir Rehabilitation
Project City:	Anacortes
Project State:	Washington
Project Zip Code:	98221

LOAN INFORMATION

Loan Amount:	\$4,974,755
Loan Fee (Included in loan amount if applicable)	\$49,255
Loan Forgiveness %:	0%
Loan Term:	20 Years
Interest Rate:	1.5%
Payment Month:	October 1st
Earliest Date for Construction Reimbursement:	7/1/2015
Time of Performance	48 months from Contract execution date to Project Completion date.

FUNDING INFORMATION

Total Amount of Federal Award (as applicable)	[To be determined]
Federal Award Date	[To be determined]
Federal Award ID # (FAIN)	[To be determined]
Amount of Federal Funds Obligated by this action	[To be determined]
Awarding Official	[To be determined]

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

The following sections of this contract are hereby deleted:

Section 2.2 - ADMINISTRATIVE COST ALLOCATION (final sentence): "An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed".

Section 2.24. - INDIRECT COSTS (entire section).

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.

DECLARATIONS (continued)

Loan Number:

DM16-952-025

Project Title:

Blue Herron Circle 3MG Reservoir Rehabilitation

Scope of Work:

At the Blue Herron Circle reservoir site, construct one 1.5 MG reservoir adjacent to existing 3 MG reservoir. Demolish the 3MG reservoir and construct a second 1.5 MG reservoir at the original location of the existing reservoir.

Activities for each reservoir include site preparation, site grading, installation of approximately 1,500 square yards of gravel, construction of the reservoirs, installation of approximately 500 lineal feet of new yard piping and valving, and associated telemetry and controls.

Restore the site with finish grading and revegetation, and approximately 2,000 lineal feet of new fencing.

In addition to costs of construction, costs may include (but are not limited to): engineering, cultural and historical resources review, permits, public involvement, and bid documents needed to meet local, state, and federal standards.

CONTRACT FACE SHEET
Contract Number: DM16-952-025
Drinking Water State Revolving Fund (DWSRF)
2016

1. Contractor City of Anacortes 904 6TH ST Anacortes, WA 98221		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$4,974,755	6. Funding Source Federal: ☒ State: ☒ Other: ☐ N/A: ☐	7. Contract Start Date Contract Execution Date	8. Contract End Date October 1, 2036
9. Federal Funds (as applicable) N/A	Federal Agency EPA	CFDA Number 66.468	
10. Tax ID # N/A	11. SWV # SWV0000302-00	12. UBI #	13. DUNS # 37993714
14. Contract Purpose The purpose of this Contract is to provide funding for a project of a local government that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the Declared Scope of Work. The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; Attachment II: Federal and State Requirements; Attachment III: Disadvantaged Business Enterprise Requirements; Attachment IV: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment V: DWSRF Eligible Project Costs; and Attachment VI: Labor Standard Provisions for Subrecipients that are Governmental Entities.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Stan Finkelstein, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 30th Day of November, 2015 _____ Bob Ferguson Attorney General _____ <i>Signature on file</i> Kathryn Wyatt Assistant Attorney General	



TABLE OF CONTENTS

CONTRACT TITLE PAGE	i
CONTRACT DECLARATIONS	ii
CONTRACT FACE SHEET	1
TABLE OF CONTENTS	3

Part 1 *SPECIAL TERMS AND CONDITIONS*

1.1.	DEFINITIONS	7
1.2.	AUTHORITY	7
1.3.	PURPOSE	7
1.4.	ORDER OF PRECEDENCE	7
1.5.	AMOUNT OF LOAN	8
1.6.	LOAN FEE	8
1.7.	TERM OF LOAN	8
1.8.	RATE AND LOAN FORGIVENESS	8
1.9.	DISBURSEMENT OF LOAN PROCEEDS AND REQUIRED DOCUMENTATION	8
1.10.	TIME OF PERFORMANCE	9
1.11.	PROJECT COMPLETION AMENDMENT AND THE CERTIFIED PROJECT COMPLETION REPORT	9
1.12.	REPAYMENT	10
1.13.	DEFAULT IN REPAYMENT	10
1.14.	LOAN SECURITY	10
1.15.	HISTORICAL AND CULTURAL ARTIFACTS	10
1.16.	FEDERAL AND STATE REQUIREMENTS	11
1.17.	COMPETITIVE BIDDING REQUIREMENTS	11
1.18.	ELIGIBLE PROJECT COSTS	11
1.19.	PREVAILING WAGE	11
1.20.	FEDERAL EXCLUSION	12
1.21.	REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)	12
1.22.	RECORDKEEPING AND ACCESS TO RECORDS	12
1.23.	REPORTS	12
1.24.	AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS	13
1.25.	TERMINATION FOR CAUSE	13
1.26.	TERMINATION FOR CONVENIENCE	13
1.27.	AUDIT	13
1.28.	PROJECT SIGNS	14
1.29.	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS	14
1.30.	NONDISCRIMINATION PROVISION	14
1.31.	PROHIBITION STATEMENT	15
1.32.	FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM	15
1.33.	LITIGATION	15
1.34.	ESTABLISHMENT OF ADEQUATE RATES AND RESERVES	15
1.35.	SPECIAL CONDITIONS	15
1.36.	INVESTMENT GRADE AUDIT	15

1.37.	BUY AMERICAN	15
-------	--------------	----

Part 2 GENERAL TERMS AND CONDITIONS

2.1.	DEFINITIONS	17
2.2.	ADMINISTRATIVE COST ALLOCATION	17
2.3.	ALLOWABLE COSTS	17
2.4.	ALL WRITINGS CONTAINED HEREIN	17
2.5.	AMENDMENTS	17
2.6.	AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35	17
2.7.	APPROVAL	17
2.8.	ASSIGNMENT	18
2.9.	ATTORNEYS' FEES	18
2.10.	AUDIT	18
2.11.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS	19
2.12.	CODE REQUIREMENTS	19
2.13.	CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	19
2.14.	CONFLICT OF INTEREST	20
2.15.	CONFORMANCE	20
2.16.	COPYRIGHT PROVISIONS	20
2.17.	DISALLOWED COSTS	21
2.18.	DISPUTES	21
2.19.	DUPLICATE PAYMENT	21
2.20.	ETHICS/CONFLICTS OF INTEREST	21
2.21.	GOVERNING LAW AND VENUE	21
2.22.	INDEMNIFICATION	21
2.23.	INDEPENDENT CAPACITY OF THE CONTRACTOR	22
2.24.	INDIRECT COSTS	22
2.25.	INDUSTRIAL INSURANCE COVERAGE	22
2.26.	LAWS	22
2.27.	LICENSING, ACCREDITATION AND REGISTRATION	24
2.28.	LIMITATION OF AUTHORITY	24
2.29.	LOCAL PUBLIC TRANSPORTATION COORDINATION	24
2.30.	NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	24
2.31.	NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES	25
2.32.	POLITICAL ACTIVITIES	25
2.33.	PREVAILING WAGE LAWS	25
2.34.	PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS	25
2.35.	PROHIBITION AGAINST PAYMENT OF BONUSES OR COMMISSION	26
2.36.	PUBLICITY	26
2.37.	RECAPTURE	26
2.38.	RECORDS MAINTENANCE	26
2.39.	REGISTRATION WITH DEPARTMENT OF REVENUE	26

2.40.	RIGHT OF INSPECTION	26
2.41.	SAVINGS	27
2.42.	SEVERABILITY	27
2.43.	SUBCONTRACTING	27
2.44.	SURVIVAL	27
2.45.	TAXES	27
2.46.	TERMINATION FOR CAUSE / SUSPENSION	27
2.47.	TERMINATION FOR CONVENIENCE	28
2.48.	TERMINATION PROCEDURES	28
2.49.	WAIVER	28
2.50.	WORK HOURS AND SAFETY STANDARDS	28

ATTACHMENT I	ATTORNEY'S CERTIFICATION	29
ATTACHMENT II	FEDERAL AND STATE REQUIREMENTS	31
ATTACHMENT III	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS	33
ATTACHMENT IV	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	35
ATTACHMENT V	DWSRF ELIGIBLE PROJECT COSTS	37
ATTACHMENT VI	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES	39



CONTRACT TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND NEW TRADITIONAL (MUNICIPAL)

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. DEFINITIONS

As used throughout this Drinking Water State Revolving Fund Loan Contract, the following terms shall have the meaning set forth below:

- A. AWARD YEAR shall mean the calendar year in which the funds were awarded to the Board for use in making loans under this program.
- B. "Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- C. "Contract" shall mean this Drinking Water State Revolving Fund Loan.
- D. "Contractor" shall mean the Local Government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- E. The "Contract End Date" shall mean the date the contract expires. This date shall occur in the final year of the LOAN TERM unless otherwise amended, as counted from the AWARD YEAR. The actual date of contract execution shall have no effect on the Contract End Date.
- F. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 4 years in length.
- G. "Department of Commerce" and "Commerce" shall mean the Washington State Department of Commerce.
- H. "Department of Health" shall mean the Washington State Department of Health, Office of Drinking Water, who is the recipient of the Drinking Water State Revolving Fund grant and regulates drinking water systems in the State of Washington.
- I. "Iron and steel products" are the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- J. PAYMENT MONTH shall mean the day and month of the year in which payments are due.

1.2. AUTHORITY

Acting under the authority of RCW 70.119A.170 and RCW 43.155.040, the Board has awarded the Contractor a Drinking Water State Revolving Fund loan for an approved project. The Contractor will be a sub-recipient of funds provided by the United States Environmental Protection Agency, CFDA Number 66.468, Title: Safe Drinking Water State Revolving Fund, award year of this contract.

1.3. PURPOSE

The Board and the Contractor have entered into this Contract to undertake a local project that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the loan Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, including but not limited to those specifically enumerated in Attachment II: Federal and State Requirements, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and State of Washington statutes and regulations.

- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5. AMOUNT OF LOAN

The Board, using funds appropriated from the Drinking Water Assistance Account, shall loan the Contractor a sum not to exceed the amount shown as LOAN AMOUNT on the attached Declarations Page. This loan amount includes a loan fee, if applicable, which is shown on the Declarations Page as LOAN FEE.

1.6. LOAN FEE

If the loan fee applies, it will be assessed at loan execution.

The amount of the loan fee (if applicable) represents one percent (1%) of the loan request and shall not be reduced, regardless of the actual final loan amount at project completion. If the loan fee applies and the total loan amount is increased by amendment, an additional loan fee equal to one percent (1%) of the additional loan amount will be assessed at amendment execution. The amount of any loan fee will be displayed on the Declarations Page as LOAN FEE.

1.7. TERM OF LOAN

Unless otherwise amended, the term of the loan shall not exceed the period shown on the Declarations Page as LOAN TERM. The term shall start in the AWARD YEAR.

Except as herein provided, under no circumstances shall the loan repayment period exceed 20 years from the contract execution date.

The loan term may be extended for a disadvantaged community up to 30 years, provided that a recipient completes loan repayment no later than 30 years after project completion and the term of the loan does not exceed the expected design life of the project.

1.8. RATE AND LOAN FORGIVENESS

The interest rate shall be the declared INTEREST RATE per annum on the outstanding principal balance, based on a three hundred and sixty (360) day year composed of twelve (12) thirty (30) day months. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as LOAN FORGIVENESS %.

If project is completed within 24 months of contract execution and includes the basic interest rate, the interest rate will be decreased to one percent (1.0%) at project completion. The calculation of interest rate will apply to the remaining payments beginning from the date the Project Completion report is certified.

This loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.9. DISBURSEMENT OF LOAN PROCEEDS AND REQUIRED DOCUMENTATION

If funding or appropriation is not available at the time the Contractor submits a request for a loan disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the Contractor for payment of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The loan funds will be disbursed to the Contractor as follows:

Ten percent (10%) of loan proceeds will be held until project completion. The total Drinking Water State Revolving Fund Loan shall not exceed one hundred percent (100%) of the actual eligible project costs.

When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the declared SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The purchase of any land necessary and integral to the project must be included in the declared SCOPE OF WORK and be documented with an appraisal or other market valuation and a valid purchase and sale agreement. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each A19 Reimbursement Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Department of Commerce (Commerce) will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Voucher and the Project Status Report, Commerce shall promptly release funds to the Contractor.

Construction expenses incurred after the date shown as EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until the Contractor has met the following conditions:

- A. Issued a Notice to Proceed which follows the formal award of a construction contract;
- B. Completed the State Environmental Review Process;
- C. Complied with all provisions of Section 106 of the National Historic Preservation Act of 1966;
- D. Complied with Section 1.19: Prevailing Wage;
- E. Obtained approval from the Department of Health of the project report and related construction documents for all applicable activities described in the declared SCOPE OF WORK; and
- F. Complied with any other loan conditions required by Department of Health or The Board.

An electronic copy (emailed PDF or a FAX) of a signed A19 Reimbursement Voucher and other required documentation is the preferred method for requesting reimbursement. Submit the electronic requests to your Federal Programs Unit (FPU) representative or fax to 360-586-8440. This electronic submittal may be 25 pages or less. If you choose to send your vouchers and backup documentation electronically, please DO NOT mail in the original. You will receive email notification from your FPU representative that the electronic request has been received.

Commerce will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices may be submitted to Commerce not more often than monthly.

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

In the event that the Contractor receives reimbursement for costs that are later determined by the Board to be ineligible, these funds shall be repaid to the Drinking Water Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

At the time of project completion, the Contractor shall submit to the Board a Certified Project Completion Request certifying the total actual project costs, and a final voucher for the remaining eligible funds. The Certified Project Completion Request shall include a copy of the Construction Completion Report as submitted to Department of Health.

1.10. TIME OF PERFORMANCE

The Contractor shall begin the activities identified within the declared SCOPE OF WORK no later than thirty (30) days after Contract execution. No later than eighteen (18) months after Contract execution, the Contractor shall issue a 'Notice to Proceed', which follows the formal award of a construction contract.

The Contractor must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE.

Failure to meet Time of Performance within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Contractor may request, in writing, at least 90 days prior to the expiration of project completion date that the Board extend the deadline for project completion. The Board may extend the time of project completion.

1.11. PROJECT COMPLETION AMENDMENT AND THE CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall initiate a Project Completion Amendment by submitting a Certified Project Completion Report when activities identified in the declared SCOPE OF WORK are complete and the Contractor agrees that no additional eligible costs will be reimbursed.

In the Project Completion Amendment, the Contractor will provide the following information to the Board:

- A. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described in the declared SCOPE OF WORK.
- B. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
- C. A copy of the Department of Health Construction Completion Report as submitted to Department of Health.
- D. Evidence documenting compliance with audit requirements as referenced in Section 1.27.
- E. A final voucher for the remaining eligible funds.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount and term of the loan.

1.12. REPAYMENT

An assistance recipient begins annual repayment of the loan no later than one year after contract execution. The first repayment installment is due on the first day of the month shown as PAYMENT MONTH on the Declarations Page. Interest only will be charged for this first payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due that month of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared INTEREST RATE per annum. Interest will begin to accrue from the date each payment is issued to the Contractor. The final payment shall be on or before the completion of the declared LOAN TERM, payable on or before the declared PAYMENT MONTH of an amount sufficient to bring the loan balance to zero.

The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.13. DEFAULT IN REPAYMENT

Loan repayments shall be made in accordance with Section 1.12 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be one percent (1%) per month or twelve percent (12%) per annum of the delinquent payment amount. These same penalty terms shall apply if the repayment of loan funds determined to be ineligible costs are not repaid within thirty (30) days as provided for in Section 1.9.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency. Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.14. LOAN SECURITY

Loan Security may be required as a performance condition of this contract. If such performance condition is required it shall be indicated on the attached Declarations Page and identified therein as LOAN SECURITY CONDITION.

The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on the revenue source superior to the lien and charge of this Loan Contract. Nothing in this section shall absolve the Contractor of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this Contract.

1.15. HISTORICAL AND CULTURAL ARTIFACTS

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared SCOPE OF WORK. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

1.16. FEDERAL AND STATE REQUIREMENTS

The Contractor assures compliance with all applicable federal, state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments II, III, and IV.

1.17. COMPETITIVE BIDDING REQUIREMENTS

Pursuant to 40 CFR, Section 33.501(b) and (c), the Contractor also agrees to create and maintain a bidders list for both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises (non-DBE). The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of DBE and non-DBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote subcontracts on Environmental Protection Agency assisted projects, including both DBE and non-DBE. The bidders list must be kept at least until the grant project period has expired and the recipient is no longer receiving Environmental Protection Agency funding under the grant. For entities receiving identified loans, the bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors: entity's name with point of contact; entity's mailing address, telephone number, and e-mail address; the procurement on which the entity bid or quoted, and when; and, entity's status as a DBE or non-DBE.

The Contractor agrees to provide Environmental Protection Agency Form 6100-2 DBE Subcontractor Participation and Environmental Protection Agency Form 6100-3 DBE Subcontractor Performance to all its Disadvantaged Business Enterprise subcontractors.

The Contractor shall require Disadvantaged Business Enterprise provisions are contained in all contracts with any subcontractors for work or services related to the declared SCOPE OF WORK.

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Drinking Water State Revolving Fund program.

1.18. ELIGIBLE PROJECT COSTS

The Contractor assures compliance with Attachment V: DWSRF Eligible Project Costs, which identifies eligible costs for projects funded by Drinking Water State Revolving Fund loans.

1.19. PREVAILING WAGE

These terms supersede the terms in Section 2.33. Prevailing Wage Laws in General Terms and Conditions.

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Board's review upon request; or,

The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the prevailing wage requirements. Contractor is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

The Contractor shall ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK shall insert in full, in any contract, the labor standards provisions listed in Attachment VI: Labor Standard Provisions for Subrecipients That Are Governmental Entities. Contractor shall report to the Board and/or the Department of Health that this requirement has been met as stated in this Contract.

1.20. FEDERAL EXCLUSION

These Terms add to the terms in Section 2.11. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Contractor also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to the Board and to keep a copy on file with the Contractor's project records.

1.21. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at the System for Awards Management (SAM) website. To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to the Board.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.22. RECORDKEEPING AND ACCESS TO RECORDS

These terms supersede the terms in Section 2.38. Records Maintenance in General Terms and Conditions.

The Board, the Board's agents, and duly authorized officials of the state and federal governments shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons, firms, or organizations with which the Contractor may contract, involving transactions related to this project and this Contract.

The Contractor agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

1.23. REPORTS

The Contractor, at such times and on such forms as the Board may require, shall furnish the Board with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- A. Prevailing Wage decisions and/or changes
- B. Disadvantaged Business Enterprises utilization
- C. Project Status Reports with each Invoice Voucher
- D. Certified Project Completion Report at project completion (as described in Section 1.11)
- E. Other reports as the Board may require

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.24. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this contract supersede those terms as found in the original contract.

The Contractor may request an amendment of this Contract for the purpose of modifying the declared SCOPE OF WORK or for extending the time of performance as provided for in Section 1.10. Any revision to the SCOPE OF WORK or location of the project must be approved by the Department of Health. No modification or amendment resulting in an extension of time shall take effect until a request has been received and approved by the Board in accordance with Section 1.10.

During the term of this loan, any change in ownership of the water system(s) improved with funds received by the Contractor under this Contract must be approved in writing by the Board. As a condition of approval, the Board reserves the right to demand payment in full of the outstanding principal balance of the loan.

No conditions or provisions of this Contract may be waived unless approved by the Board in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach if the default or breach persists or repeats.

1.25. TERMINATION FOR CAUSE

These terms supersede the terms in Section 2.46. Termination for Cause/Suspension in General Terms and Conditions.

If the Board concludes that the Contractor has failed to comply with the terms and conditions of this Contract, or has failed to use the loan proceeds only for those activities identified in the declared SCOPE OF WORK, or has otherwise materially breached one or more of the covenants in this Contract, the Board may at any time, at its discretion, upon notice to the Contractor, terminate the Contract and/or its attached agreements in whole or in part and declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable in full. Such Notice of Termination for Cause shall be in writing, shall state the reason(s) for such termination, and shall specify the effective date of the termination. The effective date of the termination will be determined by the Board. Such notice shall inform the Contractor of the breach of the relevant covenant and shall allow the Contractor at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Contractor that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the loan shall be due and payable. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect the Contractor's obligations to immediately repay the unpaid balance of the loan as prescribed in the Washington Administrative Code (WAC) 246-296-150.

1.26. TERMINATION FOR CONVENIENCE

These terms supersede the terms in Section 2.47. Termination for Convenience in General Terms and Conditions.

The Board may terminate this Contract in the event that federal or state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this Contract. The Board shall notify the Contractor in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by the Board. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the loan.

1.27. AUDIT

These terms supersede the terms in Section 2.10. Audit in General Terms and Conditions.

The Board reserves the right to require an audit of this project. The Contractor is responsible for correcting any audit findings. The Contractor agrees to refund to the Board all disallowed costs resulting from the audit. Audit costs are allowable expenses within this Contract.

Municipal and Not-For-Profit entities:

Audits of the Contractor's project activities may be conducted by the State Auditor Office (SAO). Audit costs are eligible project costs. The Contractor shall maintain its records and accounts so as to facilitate the audit

requirements of the Board or its successor. The Contractor is responsible for any audit findings incurred by its own organization. The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

For audits of fiscal years beginning after December 26, 2014, Contractors expending \$750,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR §200.501 – Audit Requirements."

For audits of fiscal years beginning prior to December 26, 2014, Contractors expending \$500,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with existing Federal audit requirements.

For-Profit entities:

Audits must include a report on the internal control related to the federal program, which should describe the scope of testing of the internal control and the results of the tests.

The audit also must include a report on compliance, which includes an opinion (or disclaimer of opinion) on whether the auditee complied with laws, regulations and the provisions of the award agreement that could have a direct and material effect on the federal program.

The Contractor must send a copy of any required audit Reporting Package as described in existing Federal audit requirements for audits of fiscal years beginning prior to December 26, 2014, or 2 CFR §200.512 – Report Submission, for audits of fiscal years beginning after December 26, 2014, no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Public Works Board
P.O. Box 42525
1011 Plum Street SE
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

1.28. PROJECT SIGNS

If the Contractor displays, during the period covered by this Contract, any signs or markers identifying those entities participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the project.

1.29. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

As mandated by the Environmental Protection Agency, the Contractor agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Contract. The Contractor is required to follow the requirements identified in Attachment III: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Contractor accepts the applicable MBE/WBE fair share objectives/goals negotiated with Environmental Protection Agency by the Washington State Office of Minority and Women's Business Enterprises. The Contractor attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment III: Disadvantaged Business Enterprise Requirements.

The Contractor is required to furnish the Board and the Department of Health with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

1.30. NONDISCRIMINATION PROVISION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 USC 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK:

"The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

1.31. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Contractor's contractors, subcontractors, engineers, vendors, and any other entity shall comply with and include the following terms and conditions in all contracts for work or services listed in the declared SCOPE OF WORK:

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

If any term of this section is violated, this contract may be terminated.

1.32. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Contractor warrants that the Contractor neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to the Board.

The Contractor is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of Environmental Protection Agency funds is basis for criminal, civil, or administrative fines and/or penalties.

1.33. LITIGATION

The Contractor warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Contractor's ability to repay the loan.

1.34. ESTABLISHMENT OF ADEQUATE RATES AND RESERVES

The Contractor agrees to provide a resolution adopting rate increases, capital assessments, or both, for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the Contractor shall create, fund, and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Board reserves the right, at anytime, to request proof of compliance of these requirements from the Contractor.

1.35. SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.36. INVESTMENT GRADE AUDIT

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which energy efficiency is obtainable, Contractor must undertake an investment grade audit per ESHB 1497.

Costs incurred as part of the investment grade audit are eligible project costs.

1.37. BUY AMERICAN

None of the funds made available to the Contractor shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in

the project are produced in the United States. This requirement applies to the entire project receiving a loan agreement executed after January 17, 2014. Buy American does not apply to a project if the Department of Health approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

Waiver of the Buy American requirement may be considered if: 1) compliance would be inconsistent with the public interest; or 2) the particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and/or the particular iron and steel products are not of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. For consideration, a request for a waiver must be submitted to the Environmental Protection Agency (EPA). Contractors shall submit the waiver request to Commerce, which will then submit the request to EPA. EPA will post the waiver request and any other information available to EPA concerning the waiver request, on EPA's public Internet website and allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The full text of the Buy American requirements appear at H.R. 3547, Consolidated Appropriations Act, 2014.



Part 2. GENERAL TERMS AND CONDITIONS

2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "'Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- D. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7. APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Board.

2.9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.10. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or by sending a hard copy to:

- Department of Commerce
- ATTN: Audit Review and Resolution Office
- 1011 Plum Street
- PO Box 42525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and,
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board.
- D. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Board for assistance in obtaining a copy of these regulations.

2.12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
 2. All material produced by the Contractor that is designated as "confidential" by the Board; and

3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Board with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.14. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify and state of Washington employees for former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.15. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Board. The Board shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the Board effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Board a nonexclusive, royalty-free, irrevocable license (with rights

to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Board.

The Contractor shall exert all reasonable effort to advise the Board, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the Board with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The Board shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.17. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.18. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and,
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.19. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.20. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.21. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.22. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.23. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the State of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.24. INDIRECT COSTS

If statutorily allowed and if the Contractor chooses to charge Indirect under this grant, the Contractor shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

2.25. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, The Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.26. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Environmental Protection and Review

Coastal Zone Management Act of 1972, 16 USC §§1451-1464 HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 USC 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 USC 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 USC 751, 752, 4081, 4082.

Davis Bacon Act, 40 USC 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 USC 201 et seq.

Work Hours and Safety Act of 1962, 40 USC 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 USC 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 USC 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 USC 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 USC 794.

Minority Business Enterprises, Executive Order 11625, 15 USC 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 USC 2002d et seq, 24 CFR Part 1.

Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 USC 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 USC 874; 40 USC 276b, 276c; 41 USC 51-54.

H.R. 3547, Consolidated Appropriations Act, 2014.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 USC 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 USC 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31

USC 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 USC 522a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 .
- B. Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-Campaign Finances-Lobbying, Chapter 42.17 RCW.
- D. Discrimination-Human Rights Commission, Chapter 49.60 RCW.
- E. Ethics in Public Service, Chapter 42.52 RCW.
- F. Affordable Housing Program, Chapter 43.185 RCW
- G. Interlocal Cooperation Act, Chapter 39.34 RCW.
- H. Noise Control, Chapter 70.107 RCW.
- I. Office of Minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open Public Meetings act, Chapter 42.30 RCW.
- K. Prevailing Wages on Public Works, Chapter 39.12 RCW.
- L. Public Records Act, Chapter 42.56 RCW.
- M. Relocation Assistance - Real Property Acquisition Policy, Chapter 8.26 RCW.
- N. Shoreline Management Act of 1971, Chapter 90.58 RCW.
- O. State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW.
- P. State Building Code, Chapter 19.27 RCW and Energy-Related Building Standards, Chapter 19.27A RCW, and Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program Section 309 Assessment and Strategy (Publication 01-06-003), Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State Environmental Policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05, Archeological and Cultural Resources.

2.27. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.28. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.29. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated

in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.31. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

2.32. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.33. PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request; or

The Davis Bacon Act, 40 USC. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

2.34. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.

- d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from the Board for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

2.35. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.36. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board .

2.37. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, The Board reserves the right to recapture funds in an amount to compensate the Board for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Board. In the alternative, The Board may recapture such funds from payments due under this contract.

2.38. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.39. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.40. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.41. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, The Board may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.42. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.43. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the Board.

If the Board approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Board in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the Board if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the Board and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.44. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.45. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.46. TERMINATION FOR CAUSE/SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.47. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Board may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.48. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the Board, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the Board all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- D. Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. The Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.49. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the Board.

2.50. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

**Anacortes
DM16-952-025**

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Drinking Water State Revolving Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Signature of Attorney

Date

Name

Address



ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

1) Environmental Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Zone Management Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act of 1966, Public Law 89-665 as amended
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended

2) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension, Executive Order 12549
- e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

4) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Board of Health
- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems
- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- r) Title 173 WAC, Department of Ecology Rules
- s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)



ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The Contractor agrees to comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

By signing this Contract, the Contractor is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

Contractor is required to submit MBE/WBE participation reports to the Board and/or the Department of Health, on a quarterly basis, beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The Contractor agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

The Contractor agrees to require all general contractors to complete and submit to the Contractor and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

The Contractor is also required to create and maintain a bidders list if the Contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)



ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Board reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.
 - Environmental Review.
 - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.



ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Commerce. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for

determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees--
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is

not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Commerce and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning August 15, 2016

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

August 15, 2016

- Contract Award: VFD Drives Pumps 3 & 4 @ WTP Intake Pump Station
- Contract Award: Dredge Lagoons at WTP
- Closed Record Public Hearing to Decide on Appeals and Planning Commission's Recommendation on the Haddon Road 13 Lot Plat & PUD, PUD-2016-1001

August 22, 2016

- Skagit Domestic Violence and Sexual Assault Services Presentation on the Lethality Assessment Program (Discussion)
- Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)
- Ordinance 2983: Amending 2015-2016 CFP (Discussion/Possible Action)
- Ordinance 2984: Amending 2016 Budget (Discussion/Possible Action)

September 6, 2016

- Public Hearing: Ordinance 2979/Resolution 1963: Stormwater Utility Monthly User Fee Rate and Code Update (Discussion/Possible Action)
- UW Health Impact Analysis (HIA) for South Commercial Ave. Complete Streets Project (Discussion)

September 12, 2016

September 19, 2016

September 26, 2016

October 3, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget

October 10, 2016

- Council Review of 2017/2018 Budget

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Housing Affordability & Community Services, Thursday, Aug 4, 2016, 1:30 PM, Main Floor Conference Room (Parks Office)
- Planning, Monday, Aug 8, 2016, 5:00 PM, Main Floor Conference Room (Parks Office)
- Finance, Wednesday, Aug 10, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Aug 15, 2016, 5:00 PM, Public Works Director's Office
- Public Safety, Monday, Aug 15, 2016, 5:15 PM, Main Floor Conference Room (Parks Office)
- Parks and Recreation, Thursday, Aug 18, 2016, 6:00 PM, Main Floor Conference Room (Parks Office)
- Tourism Promotion & Strategic Planning, Thursday, Aug 18, 2016, 4:30 PM, Anacortes Public Library Meeting Room