*** Per Governor's emergency [Proclamation 20-28] issued March 24, 2020, agencies are required to meet completely remotely without providing for a physical location. Agencies are prohibited from taking "action," as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible.*

*** Per Section 3 of Anacortes Resolution 2082 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020:*

- *All in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.*
- *The public comment portion of Council meetings and any scheduled public hearings are temporarily suspended to discourage public in-person attendance of City Council meetings.*
- *Meetings may be viewed live or viewed after the fact on the City of Anacortes website or on Channel 10.*
- *The public may also listen to the meeting by phone: 312-757-3121, Access Code: 373-576-877*
- *The public is encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 5:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.*

Anacortes City Council

~~Municipal Building Council Chambers~~

~~904 6th Street~~

**** This meeting will be held electronically only ****

June 15, 2020
6:00 p.m.

PRELIMINARY AGENDA

Packet Materials / Watch Meeting

1. **Call to Order**

2. **Announcements and Committee Reports**
   a. COVID-19 Update
   b. Public Safety Committee
   c. Public Works Committee

3. **Consent Agenda (Action)**
   a. Minutes of June 8, 2020
   b. Approval of Claims in the amount of: $606,374.48
   c. Contract Modification: Sewer Cost of Service & Rate Design Study #18-099-SEW-001
   d. Interlocal Agreement: Coronavirus Relief Funds #20-145-FIN-001
   e. Contract Approval: Master Service Agreement with Samish Indian Nation for Communication Services #20-146-FBR-001
   f. Contract Award: Water System Risk and Resilience Assessment & Emergency Response Plan #20-150-WTR-001

4. **Other Business**
   a. * Ordinance 3072: Amending Ordinance No. 3032 Adopted on December 3, 2018, Entitled "An Ordinance Adopting the Budget for All Municipal Purposes and Uses for the 2019/2020 Biennium" (Action)

5. **Adjournment**

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 22, 2020

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 and vouchers are 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.

June 22, 2020

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July 6, 2020

•Resolution 2094: A Guide for Expanding Restaurant and Retail Space in the Central Business District (Discussion/Possible Action)

****

July 13, 2020

****

July 20, 2020

****

July 27, 2020

****

August 3, 2020

****

August 10, 2020

****

August 17, 2020

****

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Jun 15, 2020, 5:00 PM, Teleconference
•Fiber, Thursday, Jun 18, 2020, 2:30 PM, Teleconference
•Planning, Monday, Jun 22, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, Jun 24, 2020, 5:00 PM, Teleconference
•Library, Thursday, Jun 25, 2020, 12:30 PM, Teleconference
•Community Center / Pool, Thursday, Jun 25, 2020, 3:30 PM, TBD
•Fiber, Thursday, Jul 2, 2020, 2:30 PM, Teleconference
•Public Works, Monday, Jul 6, 2020, 5:00 PM, Teleconference

****

Hunt, Marcia

From: Mike VanQuickenborne <mvq@comcast.net>
Sent: Monday, June 15, 2020 4:43 PM
To: CityClerk
Subject: A comment/question for today's meeting

Thanks for the info!

I was wondering if the city had looked into testing our wastewater for the presence of the coronavirus to give us an indication of whether or not it was prevalent in our community.
(See
https://www.nytimes.com/2020/05/01/science/coronavirus-sewage-monitoring-lockdown.html?referringSource=articleShare for more info on this.)

I especially ask as the parent of two school age children and think that this kind of testing could help inform decisions about the way in which students will return to school in the fall.

Thanks!

Mike VanQuickenborne
624 Hillcrest Dr.
Anacortes

Anacortes City Council Minutes – June 8, 2020

Mayor Laurie Gere called to order the Anacortes City Council meeting of June 8, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere announced that on Friday, June 5, 2020 Skagit County was approved to enter Phase 2 of the Safe Start Washington plan. The mayor briefly summarized the activities allowed and still prohibited during Phase 2.

Mayor Gere commented on the challenge of systemic racism that had been in focus locally and nationally. The mayor emphasized that Mayor and Council support the right of citizens of peacefully assemble and also support the exceptional service of the Anacortes Police Department.

Port/City Liaison Committee: Ms. Cleland-McGrath reported from the committee meeting the prior week. She listed topics discussed including impacts of COVID-19, the city's Small Business Stabilization Grant program, major Port projects scheduled to continue in spite of revenue reductions, the Maritime Strategic Plan which would be presented to the Port Commission in August, status of the Depot restroom project and interim alternatives for public restrooms, and potential NW basin redevelopment grant funding. Mr. Young added that the annual boat and yacht show in July would be a virtual show in 2020.

Public Safety Committee: Mr. Carter reported from the committee meeting the prior week. He reported that Fire and EMS calls were back to normal levels and that PPE supplies were adequate. He also reported that Citizens Auxiliary Patrol activity had been suspended due to COVID-19. Ms. Cleland-McGrath added that many citizens had asked about fingerprinting services and that staff may pursue CARES Act funding to obtain digital fingerprinting technology.

Fiber Committee: Mr. McDougall reported from the committee meeting the prior Thursday. He shared the current statistics for active customers, the revenue mix, and the current favorable comparison with the business model for revenue per customer. He reported that the Fiber team was scoping and designing aerial installation areas and said customers were already signing up in those areas.

Housing Affordability and Community Services Committee: Ms. Cleland-McGrath reported from the committee meeting earlier in the evening. She reported on the Small Business Stabilization Grant program, noting that 49 applications had been submitted of which 16 were qualified to meet HUD standards. Ms. Cleland-McGrath said evaluation committee review would follow and added that staff was researching the timing of disbursing the funds.

Planning Committee: Ms. Moulton reported from the committee meeting earlier in the evening. She reported on the high level of activity in the Building and Planning departments, on advance planning for the Critical Areas Regulations update and the Shoreline Master Program update which were both on hold until a robust public process could be undertaken in conformance with social distancing requirements, and on downtown economic recovery efforts currently being planned.

Public Comment

Per Section 3 of Resolution 2082 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, the public comment portion of Council meetings and any scheduled public hearings were temporarily suspended to *discourage public in-person attendance of City Council meetings. The public was encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to the meeting become part of the record for the meeting, just as if presented in person.*

<u>Consent Agenda</u>

Mr. Miller moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of June 1, 2020
b. Approval of Claims in the amount of: $533,760.47
c. Revised Contract Approval: Master Service Agreement with NoaNet for Communication Services #20-133-FBR-001

The following vouchers/checks were approved for payment: EFT numbers: 97291 through 97340, total $361,644.73 Check numbers: 97341 through 97356, total $167,095.54 Wire transfer numbers: 269189 through 269449, total $5,409.60

There being no further business, at approximately 6:25 p.m. the Anacortes City Council meeting of June 8, 2020 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 June 15, 2020 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
269789	2/26/2020	1200250278	HDR ENGINEERING, INC	WTP SECOND CLEARWELL TANK PROJECT - DESIGN - 12/29/19-2/1/20	$ 93.82	pw1
269609	4/28/2020	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 4/28-5/27/20	$ 57.18	publib
269814	4/30/2020	CI05070	REISNER DISTRIBUTOR INC	VEHICLE FUEL - APRIL CORRECTION AS	$ 306.31	finance
269676	5/1/2020	001-464124	PISTON SERVICE OF ANACORTES	EXP PLG STL CUP, ANTI FREEZE	$ 23.72	dshop
269533	5/2/2020	45652	SKAGIT COUNTY PUBLIC HEALTH	SKAGIT HEALTH STORVIK PERMIT	$ 235.00	parks1
269608	5/13/2020	101197053	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 5/1-5/31/20	$ 378.00	finance
269777	5/19/2020	72020363015	UL, LLC	ANNUAL AERIAL AND GROUND LADDER TESTING	$ 2,413.00	medic
269620	5/19/2020	331 0519417	UNIFIRST CORPORATION	WATER CREW LAUNDRY	$ 45.48	wdist
269543	5/20/2020	20-14736	EDGE ANALYTICAL, INC	OUTSIDE LAB TESTING	$ 181.05	dwwtp
269807	5/20/2020	5390866	SOFTCHOICE CORPORATION	OFFICE 365 EXCHANGE ONLINE MIGRATION CONSULTANT	$ 7,715.00	infosys
269626	5/25/2020	1991762856	ARAMARK	LAUNDRY SERVICE FOR WWTP	$ 84.63	dwwtp
269782	5/26/2020	5005632781	FERRELLGAS, LP	MAY/JUNE PROPANE INVOICE - AUTOGAS ACCOUNT	$ 173.54	finance
269624	5/26/2020	9855485481	VERIZON WIRELESS	WTP SCADA MODEM 4/27-5/26/20	$ 505.96	dwtp
269707	5/27/2020	1352	ASPHALT QUALITY SEALERS	2020 SLURRY SEAL ROADWAY PREPARATION	$ 114,561.99	pw1
269710	5/28/2020	0165262	GEOENGINEERS, INC.	FIDALGO AVENUE CULVERT REPAIR - DESIGN - 4/25/20-5/22/20	$ 2,658.84	pw1
269674	5/28/2020	001-466730	PISTON SERVICE OF ANACORTES	BELT- #706	$ 16.81	dshop
269485	5/28/2020	220015149234	PUGET SOUND ENERGY INC	8147 S MARCH PT RD, STREET LIGHT, 4/29-5/28/20	$ 25.84	dshop
269605	5/28/2020	ES 2019-08-06	SKAGIT COUNTY AUDITOR'S OFFICE	ELECTION SERVICES FOR 8/6/2019 PRIMARY ELECTION	$ 14,854.48	finance
269805	5/28/2020	100222	VECA ELECTRIC & TECHNOLOGIES	FIRE STATION 1 KEYPAD DOOR ENTRY DATA CABLES	$ 11,072.18	pw1
269539	5/28/2020	9855535703	VERIZON WIRELESS	City Cell Phones 4/29-5/28	$ 10,732.23	finance
269484	5/29/2020	M419515	CORE & MAIN LP	AVK BREAK COUPLING KIT W/PINS	$ 113.87	wdist
269629	5/29/2020	70287	ELECTRO-CHEMICAL DEVICES, INC	CHLORINE PROBE	$ 3,867.98	dwwtp
269637	5/29/2020	251309	USA BLUE BOOK	ACCUVAC SNAPPER X 2	$ 43.16	dwtp
269682	5/29/2020	250745	USA BLUE BOOK	WTP, BLUE HERON LAB SUPPLIES	$ 1,634.31	dwtp
269691	5/30/2020	RT-130	POLLACK, JORDAN D	WILDLAND REFRESHER CLASS	$ 1,603.00	medic
269779	5/31/2020	96969186	150-PRAXAIR DISTRIBUTION INC	MAINTENANCE SUPPLIES	$ 453.67	dwwtp
269694	5/31/2020	269	BUBBA SUDZ CAR WASH, INC.	MAY CAR WASHES- 4	$ 36.00	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
269784	5/31/2020	IN935893	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MAY 2020	$ 2,579.06	fiber
269785	5/31/2020	IN935879	NOANET	FIBER NETWORK OPS, GIS, AND ENGINEERING SUPPORT - MAY 2020	$ 2,375.00	fiber
269786	5/31/2020	IN935882	NOANET	PER DIEM FOR MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MAY 2020	$ 656.00	fiber
269787	5/31/2020	IN935880	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SVCS FOR AERIAL ROUTE 1-5 - MAY 2020	$ 22,855.00	fiber
269790	5/31/2020	IN935881	NOANET	TRAVEL FOR MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MAY 2020	$ 471.50	fiber
269536	5/31/2020	8663	PETDATA, INC	PETDATA LICENSING FEES MAY	$ 123.00	finance
269804	5/31/2020	1488	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - MAY 2020	$ 2,069.68	pw1
269705	5/31/2020	0173	SKAGIT COUNTY SOLID WASTE FUND	MAY TONNAGE HAULED	$ 74,118.75	dshop
269611	6/1/2020	267253	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; MAY 2020	$ 32.50	apd
269627	6/1/2020	1991771647	ARAMARK	LAUNDRY SERVICE FOR WWTP	$ 75.24	dwwtp
269771	6/1/2020	052-0010-00	CITY OF ANACORTES	OPS W/S/G 5/1-5/31/20	$ 1,306.81	dshop
269800	6/1/2020	05/25/2020	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING (4/25-5/25)	$ 80.44	apd
269809	6/1/2020	2281	NORTHWEST CORROSION	BLUE HERON RESERVOIR 2 INTERIOR COATING INSPECTION	$ 1,507.97	dwtp
269494	6/1/2020	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS 4/29-5/28/20	$ 130.57	dshop
269495	6/1/2020	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS 4/29-5/28/20	$ 66.52	dshop
269496	6/1/2020	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS 4/8-5/6/20	$ 104.51	dshop
269544	6/1/2020	200012505505	PUGET SOUND ENERGY INC	WTP 5/1-5/31/20	$ 70,460.01	dwtp
269706	6/1/2020	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS 4/2-4/30/20	$ 20,861.72	dshop
269497	6/1/2020	0248713	SIRENNET.COM	VEH #704 BODY MOUNT GROMMETS	$ 41.41	dshop
269854	6/1/2020	3005291378	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE @ FIRE STATION 1	$ 660.94	pwfac
269628	6/1/2020	2148720-0043-2	WASTE MANAGEMENT	WTP GARBAGE, RECYCLE	$ 123.18	dwtp
269486	6/1/2020	360-293-1900-0122885	ZIPLY FIBER	CITY MAIN PHONE 6/1-6/30/20	$ 1,398.81	finance
269685	6/1/2020	360-293-0045-0223175	ZIPLY FIBER	STA 1 BACKUP LINES 6/1-6/30/20	$ 153.95	medic
269630	6/2/2020	280543E	BAY CITY SUPPLY	COVIC -19 PPE	$ 98.61	pwfac
269631	6/2/2020	282511A	BAY CITY SUPPLY	COVID-19 FACILITY PPE ITEM	$ 107.61	pwfac
269633	6/2/2020	283015A	BAY CITY SUPPLY	COVID-19 FACILITY PPE	$ 91.31	pwfac
269456	6/2/2020	RefundBerning	BERNING, TERRY	WA PARK CAMPGROUND BERNING	$ 84.00	parks1
269545	6/2/2020	WAANA125989	FASTENAL COMPANY	MAINTENANCE SUPPLIES	$ 32.88	dwwtp
269795	6/2/2020	9569006063	GRAINGER	SCRUBBER PLATFORM SAFETY SIGN	$ 8.14	dwwtp
269796	6/2/2020	9568954297	GRAINGER	SCRUBBER PLATFORM SAFETY STEP	$ 143.97	dwwtp
269813	6/2/2020	9316161895	GRAYBAR ELECTRIC COMPANY, INC	WALLBOXES	$ 12,121.95	fiber
269493	6/2/2020	001-467154	PISTON SERVICE OF ANACORTES	WINDOW REGULATOR #131	$ 74.48	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
269783	6/2/2020	50183	ROBINSON BROTHERS	MUNICIPAL BROADBAND NETWORK - LIBRARY TO MSTS	$ 16,850.02	fiber
269672	6/2/2020	331 0521598	UNIFIRST CORPORATION	WATER CREW LAUNDRY	$ 45.48	wdist
269632	6/2/2020	254079	USA BLUE BOOK	ACCUVAC SNAPPER X 1	$ 21.58	dwtp
269636	6/2/2020	254078	USA BLUE BOOK	ACCUVAC SNAPPER X 2	$ 43.16	dwtp
269853	6/2/2020	100284	VECA ELECTRIC & TECHNOLOGIES	EMERGENCY GENERATOR CONNECTIONS @ PUBLIC SAFETY BUILDING	$ 13,064.41	pwfac
269454	6/2/2020	RefundWeston	WESTON, JENNI	WA PARK CAMPGROUND REFUND WESTON	$ 108.00	parks1
269698	6/3/2020	1991775401	ARAMARK	STA 3 MAT/MOP SERVICE: 6/3	$ 21.74	medic
269532	6/3/2020	RefundCawthorne	CAWTHORNE, JANINE	WA PARK CAMPGROUND REFUND CAWTHORNE	$ 27.00	parks1
269780	6/3/2020	8291802	FERGUSON ENTERPRISES, INC	CAPITAL PROJECT ADMIN UPDRADE	$ 209.53	dwwtp
269769	6/3/2020	50453	KRIEG CONSTRUCTION, INC	TACK	$ 601.52	dshop
269489	6/3/2020	RefundLeibbrand	LEIBBRAND, CAROL	WA PARK CAMPGROUND REFUND LEIBBRAND	$ 200.00	parks1
269531	6/3/2020	RefundLichtenstein	LICHTENSTEIN, KAREN	ART DASH HALF MARATHON REFUND LICHTENSTEIN	$ 50.00	pkrec
269488	6/3/2020	RefundMcMichael	MCMICHAEL, GEOFF	WA PARK CAMPGROUND REFUND MCMICHAEL	$ 81.00	parks1
269530	6/3/2020	RefundReinebach	REINEBACH, KENNETH	ART DASH HALF MARATHON REFUND REINEBACH	$ 50.00	pkrec
269778	6/3/2020	205856	SETINA MANUFACTURING CO INC	LIGHTS FOR POLICE VEH #041A	$ 521.86	dshop
269767	6/3/2020	P13321-09	SONSRAY MACHINERY, LLC	FUEL CAP VEH #406	$ 127.27	dshop
269824	6/3/2020	20201087	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 05/2020	$ 3,141.93	finance
269689	6/3/2020	INV5849	TARGETSOLUTIONS LEARNING, LLC	ANNUAL SUBCRIPTION FEES	$ 2,360.00	medic
269625	6/3/2020	331 0521782	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	$ 87.89	dwtp
269697	6/3/2020	2103850	WASHINGTON TRACTOR, INC	OPERATING SUPPLIES- #704	$ 1,372.64	dshop
269612	6/4/2020	1991777224	ARAMARK	APD NYLON MATS CLEANED	$ 16.31	apd
269677	6/4/2020	1991777230	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$ 77.76	finance
269692	6/4/2020	1991777231	ARAMARK	OPS: MAT CLEANING 6/4/20	$ 34.96	dshop
269702	6/4/2020	1991777221	ARAMARK	STA 2 MAT/MOP SERVICE; 6/4	$ 21.74	medic
269703	6/4/2020	1991777220	ARAMARK	STA 1 MAT/MOP SERVICE: 6/4	$ 21.74	medic
269634	6/4/2020	283279	BAY CITY SUPPLY	FACILITY USE ITEM	$ 19.02	pwfac
269635	6/4/2020	282307B	BAY CITY SUPPLY	COVID-19 FACILITY PPE	$ 187.64	pwfac
269684	6/4/2020	5431369	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$ 35.84	medic
269540	6/4/2020	5017648942	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	$ 427.47	finance
269700	6/4/2020	20-16736	EDGE ANALYTICAL, INC	OUTSIDE LAB TESTING	$ 104.55	dwwtp
269791	6/4/2020	8288771	FERGUSON ENTERPRISES, INC	CAPITAL PRODUCT ADMIN UPGRADE	$ 510.02	dwwtp
269775	6/4/2020	5461	FIRE SERVICE REPAIR, LLC	2 STORZ VALVES	$ 2,513.69	medic
269823	6/4/2020	9316216926	GRAYBAR ELECTRIC COMPANY, INC	MULTI-PORT SERVICE TERMINAL	$ 462.39	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
269792	6/4/2020	1200272698	HDR ENGINEERING, INC	SK RIVER RAW WATER PIPELINE/CLEARWELL PROJECT-CONSTRUCTION MNGMNT 4/26-5/23/20	$ 25,716.93	pw1
269793	6/4/2020	1200272317	HDR ENGINEERING, INC	PILOT-SCALE AND FULL-SCALE TESTING FOR WTP - WA DOH STUDIES 4/26/20-5/23/20	$ 4,060.67	pw1
268974	6/4/2020	823000	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	$ 4,804.19	dwwtp
269606	6/4/2020	RefundMeyer	MEYER, DANIEL	WA PARK CAMPGROUND REFUND MEYER	$ 54.00	parks1
269542	6/4/2020	176137	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 6/9-7/8/20	$ 59.83	pw1
269499	6/4/2020	001-467315	PISTON SERVICE OF ANACORTES	FILTERS FOR SHOP	$ 11.82	dshop
269607	6/4/2020	RefundPutnam	PUTNAM, ANNE	WA PARK CAMPGROUND REFUND PUTNAM	$ 42.00	parks1
269491	6/4/2020	June	SKAGIT LAW GROUP PLLC	PROSECUTION SERVICES JUNE 2020	$ 6,305.00	legal
269709	6/4/2020	12384	SKILLINGS CONNOLLY, INC	WWTP SAMPLING AND ANALYSIS PLAN (SAP) - 4/26/2020 TO 5/25/2020	$ 368.00	dwwtp
269801	6/4/2020	257175	USA BLUE BOOK	CL17 MAINTENANCE KITS X 8	$ 1,785.62	dwtp
269802	6/4/2020	257174	USA BLUE BOOK	CHLORINE DISPENSER X 25, HARDNESS BUFFER X 2	$ 1,542.78	dwtp
269623	6/4/2020	112292	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	$ 101.64	dwtp
269687	6/4/2020	2105392	WASHINGTON TRACTOR, INC	OPERATING SUPPLIES- #422	$ 162.85	dshop
269534	6/4/2020	RefundZearley	ZEARLEY, JAN	WA PARK CAMPGROUND REFUND ZEARLEY	$ 81.00	parks1
269622	6/5/2020	4768	ANACORTES TOWING, LLC	TOWING; APD CASE 220-A03457	$ 163.05	apd
269615	6/5/2020	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 6/9-7/8/20	$ 182.09	fiber
269671	6/5/2020	M449932	CORE & MAIN LP	6 CPLG EPXY	$ 971.62	wdist
269616	6/5/2020	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MAY 2020	$ 228.00	apd
269701	6/5/2020	I5483938	HD FOWLER COMPANY INC	LOCATE MARKING PAINT- WATER DEPT	$ 344.15	wdist
269695	6/5/2020	1007994	LIFE ASSIST, INC	REGULATOR BARBS, HALO CHEST SEALS,	$ 171.92	medic
269696	6/5/2020	1008044	LIFE ASSIST, INC	REPLACEMENT EARTIPS	$ 4.72	medic
269673	6/5/2020	001-467489	PISTON SERVICE OF ANACORTES	ZERO RUST BLUE	$ 17.31	dshop
269675	6/5/2020	001-467443	PISTON SERVICE OF ANACORTES	OIL & FUEL FILTERS FOR STOCKIG SHOP	$ 329.22	dshop
269681	6/5/2020	001-467445	PISTON SERVICE OF ANACORTES	BATTERY- #862	$ 193.36	dshop
269806	6/5/2020	1665327	STANTEC CONSULTING SERVICES	PASS LAKE 10" WATERLINE DESIGN - THROUGH 5/29/20	$ 1,336.25	pw1
269610	6/5/2020	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 5/28-6/27/20	$ 57.18	publib
269683	6/8/2020	06/08/2020	FIDALGO CLEANING	APD CLEANING & SUPPLIES	$ 700.00	apd
269794	6/8/2020	18548	FLOORING CONNECTIONS	CITY HALL 3RD FLOOR WALKWAY FLOORING	$ 10,656.00	pw1
269776	6/8/2020	1374649	GENERAL PACIFIC INC	SPLICE CLOSURE NO SLACK BRACKETS	$ 1,173.96	wdist
269797	6/8/2020	9554140492	GRAINGER	SCRUBBER WATERLINE PARTS	$ 490.48	dwwtp
269798	6/8/2020	9554243205	GRAINGER	BUSHINGS	$ 12.00	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
269812	6/8/2020	9316243988	GRAYBAR ELECTRIC COMPANY, INC	DROP CABLES	$ 15,984.55	fiber
269708	6/8/2020	RefundMoldowan	MOLDOWAN, RICK	WA PARK CAMPGROUND REFUND MOLDOWAN	$ 81.00	parks1
269768	6/8/2020	001-467637	PISTON SERVICE OF ANACORTES	LED REPLACEMENT BULB #212	$ 30.44	dshop
269808	6/8/2020	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 5/6-6/5/20	$ 20.21	plan
269810	6/8/2020	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 5/6-6/5/20	$ 49.84	dshop
269690	6/8/2020	RefundSchweizer	SCHWEIZER, DENA	WA PARK CAMPGROUND REFUND SCHWEIZER	$ 324.00	parks1
269704	6/8/2020	INV6421	SEAWESTERN, INC.	ANNUAL MAINTENANCE ON SCBA COMPRESSOR	$ 875.00	medic
269855	6/9/2020	282511B	BAY CITY SUPPLY	FACILITY SUPPLIES	$ 251.10	pwfac
269781	6/9/2020	INV2152949	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 5/8-6/7/20	$ 249.81	finance
269803	6/9/2020	317483	DOORMAN COMMERCIAL, LLC	CITY HALL FINANCE/PARKS ADA DOORS	$ 15,483.01	pw1
269811	6/9/2020	20-169	PRECISION FIBER INC.	FIBER SPLICING	$ 990.00	fiber
269788	6/9/2020	Pay App 4	SRV CONSTRUCTION, INC	SHIP HARBOR AND SR20 SPUR INTERSECTION IMPROVEMENTS PROJECT	$ 74,718.34	pw1
269799	6/9/2020	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 5/1/2020-5/31/2020	$ 56.00	finance
269816	6/9/2020	19-170-RES-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	$ 633.00	pw1
269818	6/9/2020	19-184-RES-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	$ 1,832.50	pw1
269820	6/9/2020	20-062-FAC-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	$ 98.80	pw1
269822	6/9/2020	20-080-FAC-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	$ 248.51	pw1

Total **$606,374.48**

City Council Contract Agenda Bill

Meeting Date: 6/15/2020 **Agenda Item**: 3c

Subject: Contract Modification – Sewer Cost of Service and Rate Design Study

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to Financial Consulting Solutions Group, Inc. (FCS) in the amount of $3,535.00, increasing the total contract price to $92,335.00, to reconcile adopted rates to the recommended rates and general facility charges as documented in Section VI of the Final Report.

Background:

1. Reason for Contract Change: Additional budget is needed to cover the time associated with reconciling adopted rates to the recommended rates and general facility charges as documented in Section VI of the Final Report. At the staff's request, the Consultant compared the water and sewer rates and GFCs actually adopted for 2020 with what would be implied by their original forecasts after accounting for applicable taxes.
2. History: As discussed in the 2015 Sewer Comprehensive Plan (Plan), the City's sewer capital reserve is being used to fund capital projects. At the time the Plan was prepared, it was projected that without a rate increase the capital reserve balance would be completely used up by 2021. FCS is under contract with the City to perform a Sewer Utility Revenue Requirement and Cost of Service Study, and review and update the City's existing General Facilities Charges (GFCs).
3. Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Previous Council/Committee Action: City Council awarded the original contract on 6/25/18. Modification 01 was approved on 9/17/18. Modification 02 was a no-cost time extension and was fully executed on12/14/18. Modification 03 was approved at the 7/22/19 Council meeting. Modification 04 was approved on 10/7/19. Modification 05 was a no-cost time extension and was fully executed on 3/2/20.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with FCS under Contract 18-099-SEW-001, in the amount of $3,535.00, increasing the total contract price to $92,335.00.

Alternative Actions: N/A

Attachments: Contract 18-099-SEW-001 Modification 06

Consultant	Financial Consulting Solutions Group, Inc. (FCS)
Original Agreement Amount	$53,400.00
Current Agreement Amount	$77,255.00
Modification 1 approved 9/17/18	$16,100.00
Modification 2 executed 12/14/18	$0
Modification 3 executed 7/25/19	$7,755.00
Modification 4 executed 10/9/19	$11,545.00
Modification 5 executed 3/2/20	$0
Change Per this Modification	$3,535.00
Total After Modification	$92,335.00
All Mods % of Total Contract Amount	72%
Earmarked Funds	None
BARS #	440.712.535.00.41
Paid on Contract as of 6/10/20	$84,342.19
Budget Amendment Required?	No
Start Date	Inception
End Date	7/31/20

Contract Number 18-099-SEW-001
MODIFICATION 06

Date **June 16, 2020**
Page **1** **of** **1** **Pages**

Project Title **Sewer Cost of Service and Rate Design Study**
Prime Contractor **Financial Consulting Solutions Group, Inc. (FCS)**

BACKGROUND

This modification increases the contract scope and price due to additional time needed to reconcile adopted rates to the recommended rates and general facility charges as documented in Section VI of the Final Report, as requested by City staff. Accordingly, the contract price will increase from $88,800.00 by $3,535.00 to $92,335.00.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following third paragraph under Article 1:

> "In addition to the services described above, the Consultant shall reconcile adopted rates to the recommended rates and general facility charges as documented in Section VI of the Final Report. The Consultant shall compared the water and sewer rates and GFCs actually adopted for 2020 with what would be implied by the Consultant's original forecasts after accounting for applicable taxes."

Article 2. Price: Delete in its entirety and insert the following:

> "The services provided under this Agreement shall be provided on a time-and-materials basis not-to-exceed **Ninety-Two Thousand Three Hundred Thirty-Five Dollars ($92,335.00).** Payment terms are set forth under Article 4 Payment Terms."

Article 3. Period of Performance: Delete in its entirety and insert the following:

> "The period of performance is from inception through July 31, 2020."

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By ________________________________
Laurie Gere, Mayor

Date________________________________

FINANCIAL CONSULTING SOLUTIONS GROUP, INC

By ________________________________

Title ________________________________

Date________________________________

Original Agreement Amount	$53,400.00	Original Contract Completion Date	12/31/18
Current Agreement Amount	$88,800.00	Current Contract Completion Date	5/29/20
Change Per this Modification	$3,535.00	Net Change	63 Days
Total After Modification	$92,335.00	Contract Completion Date After Change	7/31/20

City Council Contract Agenda Bill

Meeting Date: 6/15/2020 **Agenda Item**: 3d

Subject: Interlocal Agreement 20-145-FIN-001 for Coronavirus Relief Funds from Washington State Department of Commerce

Staff Contact: Steve Hoglund

Approved for Submittal to Council by: Darcy Swetnam, City Attorney

Action Type: Interlocal Agreement

Summary Statement: City staff seeks City Council consent to enter into an interlocal agreement with Washington State Department of Commerce to receive up to $528,300 in Coronavirus Relief Funds.

Background: This interlocal will allow the city to receive funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020. Washington State RCW 39.34 "permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage". There are no costs to the agencies to enter into a cooperative purchasing agreement, and each agency is responsible for their own payment for their acquisition of any goods and/or services.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 20-145-FIN-001 between the City of Anacortes and Washington State Department of Commerce.

Alternative Actions: Not approve the interlocal

Attachments: 20-145-FIN-001

Interagency Agreement with

City of Anacortes

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1. Authority…….1
2. Acknowledgement of Federal Funding…….1
3. Contract Management 1
4. Compensation 1
5. Expenses…….1
6. Indirect Costs…….1
7. Billing Procedures and Payment 1
8. Audit…….2
9. Debarment…….3
10. Laws 3
11. Order of Precedence 4

General Terms and Conditions

1. Definitions 5
2. All Writings Contained Herein 5
3. Amendments 5
4. Assignment 5
5. Confidentiality and Safeguarding of Information 5
6. Copyright 6
7. Disputes 6
8. Governing Law and Venue 6
9. Indemnification 7
10. Licensing, Accreditation and Registration 7
11. Recapture 7
12. Records Maintenance 7
13. Savings 7
14. Severability 7
15. Subcontracting 7
16. Survival 8
17. Termination for Cause 8
18. Termination for Convenience 8
19. Termination Procedures 8
20. Treatment of Assets 9
21. Waiver 10

Attachment A, Scope of Work 11
Attachment B, Budget & Invoicing 13
Attachment C, A-19 Certification 14
Attachment D, A-19 Activity Report 16

FACE SHEET

Contract Number: «Contract_Number»

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor	**2. Contractor Doing Business As (optional)**
City of Anacortes «904 6th St. PO Box 547 Anacortes, Washington 98221	
3. Contractor Representative	**4. COMMERCE Representative**
Heiko Miles Accountant 360 299 1947 heikom@cityofanacortes.org	«Full_Name» Project Manager «LU_Project_ManagerPhone_Number» Fax 360-586-5880 «Mgr_EMail» P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
«Amount»	**Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	March 1, 2020	October 31, 2020

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
«Amount»	US Dept. of the Treasury	21.999	«Indirect_Rate»

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
91-6001227	SWV0000302-00	291 000 003	037993714

14. Contract Purpose

To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report

FOR CONTRACTOR	**FOR COMMERCE**
______________________________ «Sig_Auth_Whole_Name», «Sig_Authority_Title»	______________________________ Mark K. Barkley, Assistant Director, Local Government Division
______________________________ Date	______________________________ Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. **APPROVAL ON FILE.**

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. **AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. **ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

> "This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. **COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. **EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. **INDIRECT COSTS**

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.

7. **BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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.

COMMERCE may, in its sole discretion, terminate the Contract or 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 Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

A. Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

ii. 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;

iii. 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 federal Executive Order 12549; and

iv. 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 COMMERCE.

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

i. 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.
ii. 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 COMMERCE for assistance in obtaining a copy of these regulations.

10. 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:

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

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

A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

B. “COMMERCE” shall mean the Department of Commerce.

C. “Contract” or “Agreement” means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "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.

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. 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.

3. 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.

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as “confidential” by COMMERCE;

ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

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 COMMERCE 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 COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE 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.

6. COPYRIGHT

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 COMMERCE. COMMERCE 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 COMMERCE 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 COMMERCE 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 COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, 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 COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. 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.

11. 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, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE 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 COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain 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 that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

13. 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, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

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

If COMMERCE 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, COMMERCE 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. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE 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 COMMERCE for any breach in the performance of the Contractor's duties.

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

16. <u>SURVIVAL</u>

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.

17. <u>TERMINATION FOR CAUSE</u>

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, 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 or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. <u>TERMINATION FOR CONVENIENCE</u>

Except as otherwise provided in this Contract, COMMERCE 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, COMMERCE 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.

19. <u>TERMINATION PROCEDURES</u>

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, 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 except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. <u>TREATMENT OF ASSETS</u>

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.

21. 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 COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); AND**

2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR

2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
   a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
   b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   c. Costs of providing COVID-19 testing, including serological testing.
   d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
   e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
e. Expenses for public safety measures undertaken in response to COVID-19.
f. Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
   a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.

Washington State Department of Commerce

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.

2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.

3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.

4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
   a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
   b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
   c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.

5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury[1] and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:
1 – Guidance available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf (4/30/2020)

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

____
Printed Name

____
Title

____
Signature

____
Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

1 **REPORT PERIOD** - *Enter* the report period into **Cell D1** of the A-19 Activity Report.
- **a** This should match the report period entered on the corresponding A-19.
- **b** Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.

2 **COLUMN E** - *Enter* the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.

3 **COLUMN F** - *Enter* the total amount being requested in the current reimbursement request for each applicable sub-category.

4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
- **a** Providing a brief description of the specific activities performed.
- **b** Identifying specific populations served.
- **c** Identifying specific programs created or utilized.
- **d** Including any known or intended outcomes, results, or community impacts.

5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
- **a** *Enter* a **Title** for other expenses added within the appropriate budget category.
- **b** *Enter* titles into **Cells**: **D10**, **D19**, **D27**, **D36**, and **D41**.
- **c** There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.

6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
- **a** *Enter* a **Title** for these "other" expenses within budget category 6.
- **b** *Enter* titles into **Cells D44 - D48**.
- **c** There are only 5 entry fields available within Budget Category 6.

Attachment D

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	$ -	$ -	$ -	
B. Temporary public medical facilities & increased capacity	$ -	$ -	$ -	
C. COVID-19 testing, including serological testing	$ -	$ -	$ -	
D. Emergency medical response expenses	$ -	$ -	$ -	
E. Telemedicine capabilities	$ -	$ -	$ -	
F. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	$ -	$ -	$ -	
B. Medical and protective supplies, including sanitation and PPE	$ -	$ -	$ -	
C. Disinfecting public areas and other facilities	$ -	$ -	$ -	
D. Technical assistance on COVID-19 threat mitigation	$ -	$ -	$ -	
E. Public safety measures undertaken	$ -	$ -	$ -	
F. Quarantining individuals	$ -	$ -	$ -	
G. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	$ -	$ -	$ -	
B. Public Health	$ -	$ -	$ -	
C. Health Care	$ -	$ -	$ -	
D. Human Services	$ -	$ -	$ -	
E. Economic Development	$ -	$ -	$ -	
F. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	$ -	$ -	$ -	
B. Distance learning tied to school closings	$ -	$ -	$ -	
C. Telework capabilities of public employees	$ -	$ -	$ -	
D. Paid sick and paid family and medical leave to public employee	$ -	$ -	$ -	
E. COVID-19-related expenses in county jails	$ -	$ -	$ -	
F. Care and mitigation services for homeless populations	$ -	$ -	$ -	
G. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	$ -	$ -	$ -	
B. Payroll Support Programs	$ -	$ -	$ -	
C. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
6 Other COVID-19 Expenses				
A. Other:	$ -	$ -	$ -	
B. Other:	$ -	$ -	$ -	
C. Other:	$ -	$ -	$ -	
D. Other:	$ -	$ -	$ -	
E. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
TOTAL:	$ -	$ -	$ -	

Washington State Department of Commerce

CORONAVIRUS RELIEF FUNDS FOR LOCAL GOVERNMENTS

Coronavirus Relief Funds for Local Governments Contract Working Papers

Local Government Name: Anacortes

COM Contract Number: **20-6541C-106**

COM Short Code: **CV20106**

Grant Amount: **$528,300**

Instructions:

Before you can receive funds a contract will need to be executed between your local governmental entity and the state. Please follow these steps to get the contracting process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Compile and email these documents to: Susan Butz at susan.butz@commerce.wa.gov

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: Office of Financial Management. It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your contract readiness survey to us; we will automatically receive your SWV number from the office that sets them up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

If you have any questions or need additional information, please contact
Susan Butz, at susan.butz@commerce.wa.gov or (360) 764-9552.

GRANTEE INFORMATION

* *Required Field*

1	*List the contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.*	
	First Name: *	Heiko
	Last Name: *	Miles
	Title: *	Accountant
	E-mail Address: *	Heikom@cityofanacortes.org
	Telephone Number: *	360 299 1947
2	Street Address: *	904 6th St. PO Box 547
	City: *	Anacortes
	Zip Code: *	98221
3	Statewide Vendor (SWV) number: *	SWV0000302-00
4	Your Federal Indirect Rate:	
5	Your fiscal year end date:	12/31/2020
6	*List the name and title for the person authorized by this organization to sign the contract.*	
	First Name:	Laurie
	Last Name:	Gere
	Title:	Mayor

City Council Contract Agenda Bill

Meeting Date: 6/15/2020 **Agenda Item**: 3e

Subject: Master Service Agreement 20-146-FBR-001 with Samish Indian Nation for Communication Services

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Contract

Summary Statement: City staff seeks City Council approval of a Master Service Agreement (MSA) with the Samish Indian Nation. The MSA provides the commercial terms that govern any specific orders for telecommunications services that the customer places with the City.

Background: The City Attorney prepared the Fiber Division's draft MSA which serves as the starting point from which discussions begin with parties wishing to place orders for telecommunications services other than residential Internet service and business-class Internet service. Using that draft MSA as a starting point, the City Attorney has negotiated and approved this specific MSA with the Samish Indian Nation.

The Samish Indian Nation has indicated that it wishes to receive Internet service at four sites and to reimburse the City for its costs to extend fiber to those sites. This MSA must be in place before the Fiber Division can accept orders for Internet service at those sites.

Key Terms:

- This Agreement shall terminate one-hundred, eighty (180) days after all Service Schedules and Service Orders enter into under this Agreement terminate.

Previous Council/Committee Action: Council approved a similar MSA at its September 16, 2019 meeting. That MSA is used for customers ordering residential Internet service and business-class Internet service.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Master Service Agreement 20-146-FBR-001 between the City of Anacortes and the Samish Indian Nation.

Alternative Actions: Not approve the agreement

Attachments: 20-146-FBR-001

Master Service Agreement
#20-146-FBR-001

This Master Service Agreement ("Agreement") is made by and between **Samish Indian Nation** (a federally recognized Indian tribe, “Customer”) and the **CITY OF ANACORTES** (“City”) each referred to in this Agreement as a “Party” and jointly as the “Parties.” This Agreement provides the general terms and conditions applicable to Customer’s purchase of communications services (“Service”) from City.

1.0 SERVICE ORDERS

1.1 **Submission and Acceptance of Service Orders**. Customer may submit requests for Service in a form designated by City (“Service Order”). Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to City. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge (“MRC”), non-recurring charge (“NRC”), and any additional specific terms for the Services. Any purchase order submitted by the Customer to City shall be used only for invoice processing and order purposes. All Service Orders shall be subject to availability and acceptance by City. Service Orders shall contain the duration for which Service is ordered (“Service Term”). Unless indicated otherwise in the Service Order, Service will continue on a month to month basis at the expiration of the Service Term at City’s then current rates. City will notify Customer of acceptance of the Service Order by delivering (in writing or electronically) the date by which City will install Service (the “Customer Commit Date”) or by delivering the Service. Renewal Service Orders will be accepted by City’s continuation of Service. If Customer submits Service Orders electronically, Customer shall assure that any passwords or access devices are available only to those having authority to submit Service Orders. Customer will pay City’s then current charges for moves, adds or changes agreed to by City respecting any Service Order or Service.

1.2 **Credit Approval and Deposits**. City may from time to time conduct a review of Customer’s payment history. City may require Customer to make a deposit as a condition of City’s acceptance of any Service Order or continuation of Services where, Customer fails to timely pay City hereunder or City reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months’ estimated charges for Service and are due upon City’s written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

1.3 **Equipment.** City: (a) is the owner of all right, title and interest in all Equipment supplied, built or otherwise provided by City, whether or not the Customer has paid any costs towards the purchase and supply of such Equipment (the “City Equipment”); or (b) has obtained the right to make the City Equipment available for use by the Customer from a third party. The Customer shall have no rights in the City Equipment and shall not create or permit any liens or encumbrances on the City Equipment.

The Customer shall not make any change or repair to City’s Equipment, or allow access to City’s Equipment without City’s prior written consent. Similarly, the Customer shall be responsible for the security of and any loss or damage to City Equipment located on the Customer’s premises, reasonable wear and tear excepted.

City may access and make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments (“Maintenance Activities”) it deems reasonably necessary upon reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency (in which case, City will notify the Customer as soon as reasonably possible thereafter).

City shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access.

Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of City’s Equipment.

City will maintain City’s Equipment at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer’s Equipment and/or equipment. In such event, Customer will reimburse City for the cost of the required maintenance at City’s standard time and material rate plus any taxes imposed upon City related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of City equipment that is damaged by Customer's actions or equipment.

Upon the expiration or termination of this Agreement, the Customer shall provide City with access to the Customer-provided Equipment to enable the removal of City's Equipment.

1.4 **Scheduled Maintenance and Local Access**. Scheduled maintenance may result in Service interruption. If scheduled maintenance requires Service interruption, City will: (i) attempt to provide Customer thirty days' prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

2.0 BILLING AND PAYMENT

2.1 **Commencement of Billing**. City will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies City within 3 days after delivery of the Connection Notice that Service is not functioning properly, City will correct any deficiencies and, upon Customer's request, credit Customer's account in a proportional amount per day of the monthly charge for each day Service did not function properly.

2.2 **Payment of Invoices and Disputes**. City will deliver an invoice each month to Customer, and payment will be due no later than the date stated on the face of the invoice (the "Due Date"). Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use except that Customer shall not be responsible for fraudulent or unauthorized use (A) by City or its employees, (B) by third parties to the extent that such use (i) is caused by City's gross negligence or willful misconduct, or (ii) originates on City's side of the demarcation point. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due. Any payments shall be applied as set forth in Anacortes Municipal Code Section 13.08.110.D.

2.3 **Taxes and Fees**. Excluding taxes based on City's net income, Customer is responsible for all applicable taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on City or a City affiliate, along with similar charges stated in a Service Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive of Taxes and Fees. Customer may present City with an exemption certificate eliminating City's liability to pay certain Taxes and Fees, or an affidavit from its governing body that it is exempt from a specific tax; City will give effect thereto prospectively.

2.4 **Regulatory and Legal Changes**. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the Parties will negotiate appropriate changes to this Agreement. If the Parties cannot reach agreement within thirty days after City's notice requesting renegotiation: (a) City may, on a prospective basis after such thirty days period, pass any increased delivery costs on to Customer and (b) if City does so, Customer may terminate the affected Service on notice to City delivered within thirty days.

2.5 **Cancellation and Termination Charges**. Customer may cancel a Service Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to City identifying the affected Service Order and Service. If Customer does so, Customer shall pay City a cancellation charge equal to the sum of: (i) 1 month's monthly recurring charges for the cancelled Service; (ii) the non-recurring charges for the cancelled Service; and (iii) City's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

Customer may terminate specified Service(s) after the delivery of a Connection Notice upon thirty days' written notice to City. If Customer does so, or if Service is terminated by City hereunder as the result of Customer's default, Customer shall pay City a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. Customer acknowledges that the charges in this Section are a genuine estimate of City's actual damages and are not a penalty

3.0 DEFAULT; SUSPENSION OF SERVICE

3.1 **Customer Default.** Customer is in default of this AGREEMENT if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from City; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from City; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a " Customer Default ").

In the event of a Customer Default, City may suspend Services to Customer until Customer remedies the Customer Default, or City may terminate this AGREEMENT and/or any or all of the Services being provided hereunder. City may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this AGREEMENT or available to City at law or in equity.

3.2 **City Default.** City is in default of this AGREEMENT if City fails to cure any non-monetary breach of any material term of this AGREEMENT within thirty (30) days of receiving written notice of the breach from Customer ("City Default"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a City Default. Customer's sole and exclusive remedy for any failure of Service is limited to any SLA set forth in the applicable Service Schedule.

In the event of a City Default, Customer may terminate the Services and this Agreement upon written notice to City. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

4.0 LIABILITIES AND SERVICE LEVELS

4.1 **General Limitations.** To the extent allowed by law, neither City nor Customer shall be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. City's and Customer's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of:

A. The amount of actual and direct damages that are proven; or

B. The service charges incurred by Customer for the period of service during which such mistake, omission, interruption, delay, error, defect, or failure of service occurred.

4.2 **Statute of Limitations**
Excluding payments due under any Service Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

4.3 **Special Damages**. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 5 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, CITY MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

4.4 **No Liability for Certain Actions.** City is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated in a Service Schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End User Customers, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End User Customers. City exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

4.5 **Service Levels**. The "Service Level" commitments applicable to Services are contained in the Service Schedules for each Service. If City does not meet a Service Level, a credit will be issued to Customer if and as stated in the applicable Service Schedule on Customer's written request. To request a credit, Customer must contact City Customer Service or deliver a written request per the provisions of Section 5.4 of this Agreement (with sufficient detail to identify the affected Service) within sixty days after the end of the month in which the event occurred. Total monthly credits will never exceed the charges for the affected Service for that month. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

4.6 **Right of Termination for Installation Delay**. In lieu of installation Service Level credits, if City's installation of Service is delayed by more than thirty business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to City, provided such written notice is delivered prior to City delivering a Connection Notice for the affected Service. This Section shall not apply where City is constructing facilities to a new location not previously served by City.

5.0 INDEMNIFICATION

5.1 **Indemnification.** The Customer agrees to make payment of all proper charges for labor and services required under this Agreement and Customer shall indemnify City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of Customer under this Agreement; or the negligence of the Customer in the performance of its duties under this Agreement, or any act or omission on the part of the Customer, his agents, employees, or servants. The City is not obligated to indemnify Customer, and Customer shall defend and indemnify City hereunder, for any claims by any third party, including End User Customers, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by End User Customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of End User Customers; (c) termination or suspension of Services of Customer or End User Customers, due to a Customer Default; or (d) claims by a third party, including without limitation End User Customers, arising out of or related to the use or misuse of any Service.

6.0 GENERAL TERMS

6.1 **"Terms of Service"** means the provisions set out in Articles 1 through 6 in this AGREEMENT.

6.2 **Force Majeure.** Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; epidemic or pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party. Both Parties will use reasonable efforts to mitigate the effect of such an event. In the event City is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay City for the affected Service for the duration of the event. Force Majeure Events and scheduled maintenance under Section 1.4 are considered "Excused Outages" and shall not, apart from City's gross negligence or willful misconduct, make City a defaulting Party per Section 3.1 of this Agreement.

6.3 **No Sub-Licensing; Non-Compete.** Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with City's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within City's service area).

6.4 **Affiliates**. Customer's affiliates may purchase Service pursuant to this Agreement, and Customer shall be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

6.5 **Notices**. Any notices provided by one Party to the other Party pursuant to this Agreement shall be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided) or sent by U.S. Postal Service or First Class International Post, addressed as follows:

IF TO CITY:	**IF TO CUSTOMER:**
City of Anacortes 904 6th Street PO Box 547 Anacortes, WA 98221 Attn: Municipal Fiber Mgr Email: broadband@cityofanacortes.org	Samish Indian Nation PO Box 217 Anacortes, WA 98221 Attn: IT Director Email: technology@samishtribe.nsn.us

If no electronic or physical Customer address is indicated above, notices may be provided to any electronic or physical address identified on the Service Order. Either Party may change its notice address upon notice to the other Party. All notices shall be deemed given on (i) the date delivered if delivered personally, by e-mail (or the next business day if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after dispatch if otherwise sent.

6.6 **Acceptable Use Policy; Data Protection**. Customer's use of Service shall comply with City's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time and which are also available through City's web site. Customer consents that City may use Customer data that is in transit on City's network solely for the performance of City's obligations and the exercise of City's rights under this Agreement, including storing, processing or transferring data to or from the United States.

6.7 **Intellectual Property and Publicity**. Neither Party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other Party or its affiliates without the express prior written authorization of the other Party. Neither Party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the Parties in writing.

6.8 **Governing Law; Amendment**. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules and jurisdiction for any claim or cause of action shall lie only in Skagit County, Washington. This Agreement, including any Service Schedule(s) and Service Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

6.9 **Relationship and Counterparts**. The relationship between the Parties is not that of partners, agents, or joint ventures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

6.10 **Attorneys' Fees**. In the event litigation is required by either Party to enforce the terms of this Agreement, the prevailing Party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorney's fees, incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

6.11 **Order of Precedence**. In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Service Order, the order of precedence is as follows: (1) any Service Order signed by Customer and accepted by City but solely with respect to the Service covered by that Service Order, (2) any Service Schedule either attached hereto or hereafter signed by Customer, and (3) this Agreement.

6.12 **Term.** This Agreement shall become effective upon its execution by both Customer and City and shall continue in force for as long as any Service Schedule or Service Order entered into under this Agreement remains in force. This Agreement shall terminate 180 days after all Service Schedules and Service Orders enter into under this Agreement terminate.

6.13 **Severability.** If a court of competent jurisdiction finds or holds any part of this Agreement or any Service Schedule or any Service Order entered into under this Agreement to be unenforceable, then only the unenforceable provision or section shall be affected and the remaining portions of this Agreement or any Service Schedule or any Service Order entered into under this Agreement shall continue in full force and effect.

6.14 **Regulatory Requirement.** If the Federal Communications Commission, the Canadian Radio-television and Telecommunications Commission ("CRTC"), a regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of increasing the cost to provide the Services or cancelling, changing, or superseding any material term or provision of this Agreement (collectively "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as is necessary to comply with such Regulatory Requirement

6.15 **Entire Agreement**. This Agreement, including any Service Schedule(s) and Service Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements, understandings, proposals, or representations relating to the Service, which are of no further force or effect. The Service Schedules are listed at www.anacorteswa.gov and are integral parts hereof and are hereby made a part of this Agreement.

CITY OF ANACORTES ("City")		**Samish Indian Nation** ("Customer")	
By	____________	By	____________
Name	Laurie Gere	Name	Leslie Eastwood
Title	Mayor	Title	General Manager
Date	____________	Date	____________

City Council Contract Agenda Bill

Meeting Date: 6/15/2020 **Agenda Item**: 3f

Subject: Contract Award – Water System Risk and Resilience Assessment & Emergency Response Plan #20-150-WTR-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of $100,130.00 to Curtis Emergency Services LLC to complete a risk and resiliency assessment (RRA) and emergency response plan (ERP) for the City, as well as several supplementary tasks associated with enhancing the risk and resiliency of the City water systems.

Background:

1. History: Under this scope, Curtis Emergency Services, LLC. will complete a risk and resiliency assessment (RRA) and emergency response plan (ERP) for the City, as well as several supplementary tasks associated with enhancing the risk and resiliency of the City water systems. This effort is being undertaken to assist the City in complying with the requirements of the 2018 America's Water Infrastructure Act (AWIA). The AWIA 2018 emphasizes a holistic approach to risk and emergency planning that evaluates each aspect of a water system to provide resiliency for all-hazards, including malevolent acts and natural hazards. As such, this assessment shall consider the physical security, operational procedures, water system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resiliency of the City and its water system assets. In addition, to provide a comprehensive assessment of their utility assets. Conducting a comprehensive resiliency assessment and integrating the results into an updated ERP is critical to ensuring a safe and reliable drinking water supply and treatment to the communities served by the City. Based on their current population served, the U.S. Environmental Protection Agency (EPA) will require a certification letter from the City stating a comprehensive RRA and ERP are complete by September 30, 2020 respectively. The work completed under this scope will provide the City with the documentation required to meet these deadlines. The RRA will build upon the City's existing planning documents as well as information obtained from site visits and collaboration with utility management, operations, maintenance, information technology (IT), and emergency response personnel. The intent is to update and build upon previously identified vulnerabilities, conduct supplementary analyses to identify additional vulnerabilities, and develop updated mitigation and resiliency strategies.
2. Key Terms:
   - Work will be performed on a time and materials basis not-to-exceed $100,130.00.
   - The period of performance is through 12/31/21
3. Competitive Bidding: This work is considered a personal service and there are no statutory requirements for procurement.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 20-150-WTR-001 with Curtis Emergency Services LLC in the amount of $100,130.00 to perform the Water System Risk and Resilience Assessment & Emergency Response Plan.

Alternative Actions: Not award the contract

Attachments: Contract 20-150-WTR-001, RFQ 20-150-WTR-001

Contractor	Curtis Emergency Services LLC
Contract Amount	$100,130.00
Earmarked Funds	$107,506 budgeted for BARS # for 2020
BARS #	401.730.534.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	12/31/21

AGREEMENT 20-150-WTR-001
Between
THE CITY OF ANACORTES
AND
CURTIS EMERGENCY SERVICES LLC

Water System Risk and Resilience Assessment & Emergency Response Plan

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Curtis Emergency Services LLC, hereinafter referred to as the "Consultant"; alleged

WHEREAS, the City requires the professional services of the Consultant;

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 Contractor will complete a risk and resiliency assessment (RRA) and emergency response plan (ERP) for the City, as well as several supplementary tasks associated with enhancing the risk and resiliency of the City water systems, as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The services provided under this Agreement shall be performed on a time and materials basis not-to-exceed **One Hundred Thousand One Hundred Thirty Dollars ($100,130.00).** The per task estimates are detailed in Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2021.

4. **Subcontracts**. The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. 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 sub Consultant, (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 Agreement,; or
(3) To relieve the Consultant of any responsibility for performing this Agreement.

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

5. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, AGREEMENT Number, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice **MONTHLY** for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org

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.

6. **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. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

7. **Defense and Indemnity Agreement.** The Consultant shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including attorney fees, arising out of or resulting from the alleged negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City shall provide the Consultant written Notice of Potential Claim within 20 days of the City's actual knowledge of the act, failure, or event giving rise to a potential claim.

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 hereunder 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 Clause shall survive the expiration or termination of this Agreement.

8. **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 this 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 coverages described below:

1. Personal Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants 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. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Personal Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $500,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence and $2,000,000 general aggregate.

E. Other Insurance Provision: The Consultant's Personal 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 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant**.**

9. **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 Attorney, 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.

10. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than $2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

11. **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 professional skill and efforts to perform the Work in a professional manner in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care 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

12. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

13. **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 sub Consultants during the performance of this Agreement.

14. **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, and email, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. The City shall provide 15 days for the Consultant to cure or remedy the claim of default. 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.

C. Termination by Consultant: The Consultant may terminate its Agreement with the City if the Consultant is unable to carry out the terms of the Agreement. If the Consultant determines that it is not able to carry out the terms of the Agreement, it shall provide the City with not less than 30 days written notice so that the City may obtain another Consultant.

15. **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.

16. **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.

17. **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.

18. **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 the parties are unable to agree to a mediator, one will be selected from WAMS.

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

19. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. 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 Contractor shall have no recourse against the City.

20. **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.

21. **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.

22. **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.

23. **Survival of Agreement Termination**. The articles relating to Defense and Indemnity, Ownership and Use of Documents, Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

24. **Notices**. Notices shall be sent to the following addresses:

CITY:	CONSULTANT:
City of Anacortes Tiffany Matson 904 6th Street PO Box 547 Anacortes, WA 98221 matsont@cityofanacortes.org	Curtis Emergency Services LLC Owner: Richard Curtis 211 Mansfield Ct Anacortes, WA 98221 richard.curtis2901@gmail.com

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

CITY OF ANACORTES

By ___________________________________
Laurie Gere, Mayor

Date ____________________________

CURTIS EMERGENCY SERVICES LLC

By _________________________________
Richard Curtis, Owner

Date _______________________________

CONTRACT 20-150-WTR-001
EXHIBIT A

SCOPE OF WORK FOR

CITY OF ANACORTES WATER SYSTEM

Phase 1: Risk and Resilience Assessment
and
Phase 2: Comprehensive Emergency Action Plan

Richard Curtis
211 Mansfield Ct.
Anacortes WA 98221
360.661.3282

SCOPE OF WORK

PHASE 1: Due December 31, 2020 – Risk and Resilience Assessment:

The consultant shall assess threats to the City of Anacortes water system and prepare risk reduction recommendations from an "all-hazards" perspective. Utilizing a standard risk model: Identify multiple threats both natural, manmade, including malevolent acts. Under the 2013 National Infrastructure Protection Plan (NIPP), Critical Infrastructure Risk Management Framework, critical risks will be assessed in terms of the: Threats – natural or manmade occurrence, individual, entity, or action that has or indicates the potential to harm life, information, operations, the environment, and/or property; Vulnerability – physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard, and Consequence – effect of an event, incident, or occurrence.

Under AWIA Section 2013, the consultant will assess the risk to the system from malevolent acts and natural hazards for the following asset categories: physical barriers, source water, water inlets-collection- conveyance systems, pre-treatment and treatment facilities, storage and distribution facilities, monitoring structure, financial infrastructure, use and storage of chemicals, and security of electronic control systems.

The consultant shall incorporate specific threat categories that encompass actions that could be taken by a malevolent actor to either (1) substantially disrupt the ability of a system to provide a safe and reliable supply of drinking water, or (2) cause significant public health or economic impacts in the community EPA Threat Categories. Those threat categories are as follows: Assault on Utility – Physical; Contamination of Finished Water – Accidental; Contamination of Finished Water – Intentional; Theft or Diversion – Physical; Cyber Attack on Business Enterprise Systems; Cyber Attack on Process Control Systems; Sabotage – Physical; Contamination of Source Water – Accidental; Contamination of Source Water – Intentional

The consultant will consider a number of threat factors: Does the utility serve a major population center or prominent facility? How difficult are the logistics of an attack on the utility infrastructure, and what measures are in place to deter an attack? Ease of access (physical or electronic) to facilities, systems, and infrastructure can increase threat likelihood? Are there critical points in the utility infrastructure or operations where an attack could achieve complete disruption of the utility's capability to supply safe drinking water? Does the utility have protocols for responding to disgruntled or hostile employees and customers? Are non-employees with access to systems or facilities properly vetted? Do organizations with extremist political, social, or other ideologies operate in the vicinity of my utility? Has the facility been the target of previous physical or cyberattacks?

The consultant shall assess the electronic, computer, or other automated systems (including the monitoring and security of such systems) which are utilized. Two categories will be considered: First, a cyber-attack on business enterprise systems, which include computer-based communications, financial, data and record keeping, and other related systems. Second, a cyber-attack on process control systems, which includes electronic monitoring and control systems used for water collection, treatment, storage, and distribution across the utility. The consultant shall evaluate the financial infrastructure, the use-storage-handling of various chemicals, and the operation and maintenance of the system. The assessment may include an evaluation of capital and operational needs for improving the risk mitigation and resiliency for the system.

The consultant will adhere to the requirements pursuant to the requirements of America's Water Infrastructure Act (AWIA) Section 2013(a), the U.S. Environmental Protection Agency (EPA). The consultant will assess risks to the water systems from malevolent acts and natural hazards.

The consultant will provide regular written and oral reports and presentations as required by the City. The following chart outlines estimated consulting time for each element, and sub-contractor fee estimates.

		2020								
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	PHASE 1									
Administrative Organization										
	Finaize Contract									
	Verify Invoicing Procedures									
	Establish Reporting Requirements to City POC									
Step 1: Hazard Identification - Gather Critical Infrastructure Data						150 HOURS				
	Review Skagit County Hazard Mitigation Plans			15						
	Review City of Anacortes Comprehensive Water Plan			10						
	Site Visit Facilities and Meet Staff				100					
	Inventory Facility Security				25					
Step 2: Risk Assessment - Identify threat scenarios, develop risk and resiliency scores						270 HOURS				
	Assess malevolent acts and natural hazards assessment					50				
	Evaluate resilience of water supplies, pipes and infrastructure					100				
	Assess use, storage, or handling of chemicals						25			
	Assess financial infrastructure and monitoring systems.						25			
	Develop/evaluate risk mitigation measures							50		
	Assessment of Information Technology Networks (Subcontractor)							20		
Submission of Reports - Record data into a VSAT 2.0 risk and resiliency assessment tool.						40 HOURS				
	Make timely status reports to Water Tx Managers				10		10		10	
	Submit Risk & Resiliency Assessment to EPA								5	5

PHASE 2: Due June 30, 2021 – Emergency Response Plan Requirements:

The consultant shall prepare and/or revise, an emergency response plans that incorporate the findings of the assessment. The plan will include strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system. Developing strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security and resiliency of the system. The consultant will coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 when preparing or revising an assessment or emergency response plan under the AWIA.

The consultant will recommend actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers. Update and produce plans and procedures that can be easily implemented for employees to activate in the case of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water. The consultant will provide copies of the assessment and emergency response plan for the City to maintain. Staff emergency guides will be developed and made available to key staff members.

The consultant will certify within the time table established by the EPA, and present the plan for certification.

		2021					
		JAN	FEB	MAR	APR	MAY	JUN
	PHASE 2						
Step 3: Strategy/Mitigation Development		75 HOURS					
	Meet with Managers, employees on current strategies	35					
	Utilizing group processes develop forward strategies		40				
Step 4: Initiative Development		75 HOURS					
	Draft specific Initiatives to build resilency		20				
	Collaborate with managers on financial impacts		15				
	Propose a set of Initiatives for implementation			40			
Step 5: Initiatives Implementation		100 HOURS					
	Coordinate adopted initiative with managers				15		
	Work with staff to develop procedures				25		
	Develop schedules for implemetation				15		
	Develop job aids for emergencies (flip books)					45	
Submission of Reports		75 HOURS					
	Make timely status reports to Water Tx Plan Managers		10		10		10
	Incorporate into emergency response plan				15		
	Compile and publish a water system emergency response plan					20	
	Certify to EPA that Emergency Response Plan is revised.						10

PROPOSED TEAM MEMBERS

I am the owner of the consulting firm and have no other employees. I intend to sub-contract work related to the Information Technology network risk/vulnerability analyses. My education and certificates are listed below.

Education and Certificates
Bachelors of Science – Fire Services Administration
Eastern Oregon University, La Grande Oregon

Executive Fire Officer
National Fire Academy, Emmitsburg Maryland
A graduate and upper-division-baccalaureate equivalent courses taken over a four-year period. Each course is two weeks in length, with each course requiring an Applied Research Project

Emergency Management/ICS Certificates
IS 700, IS 100, IS 200, IS 300, IS 400, MGT 346, and GO775

Proposed Subcontractor

For the assessment of information technology networks and cybersecurity analyses, I intend to subcontract with a prominent security company, **CI Security**, a security organization providing Managed Detection and Response, Vulnerability Detection, and Cybersecurity Consulting Services to secure mission-critical systems.

The principle for the coordination of the evaluation team will be:

CI Security
Fred Langston CISSP, CCSK
Executive VP of Professional Services
1215 4th Avenue, Suite 1710
Seattle, WA 98161-1025
1-800-604-4810
https://ci.security/about/contact/consultant

PROJECT SCHEDULE & COSTS

The following project schedules and estimating consulting hours are to serve as the initial guide prior to implementation of the consulting engagement. After meeting with the contract administrator and lead managers, I will be able to obtain a stronger estimate of the project scope. ***The per hour consulting fee is $100, plus travel expense reimbursement and printing/binding and subcontractor fee expenses.***

PHASE 1		2020	Hours	CES Consulting	
Step 1: Hazard Identification - Gather Critical Infrastructure Data		150			
	Review Skagit County Hazard Mitigation Plans		15	$	1,500
	Review City of Anacortes Comprehensive		10	$	1,000
	Site Visit Facilities and Meet Staff		100	$	10,000
	Inventory Facility Security		25	$	2,500
Step 2: Risk Assessment - Identify threat scenarios, develop risk and resiliency scores		270			
	Assess malevolent acts and natural hazards		50	$	5,000
	Evaluate resilience of water supplies, pipes		100	$	10,000
	Assess use, storage, or handling of chemicals		25	$	2,500
	Assess financial infrastructure and monitoring		25	$	2,500
	Develop/evaluate risk mitigation measures		50	$	5,000
	Coordination of Subcontractor		20	$	2,000
	Vulnerability Assessment of IT Networks			$	14,000
Submission of Reports - Record data into a VSAT 2.0 risk and resiliency assessment tool.		40			
	Make timely status reports to Water Tx Plan		30	$	3,000
	Submit Risk & Resiliency Assessment to EPA		10	$	1,000
	Travel Expenses (6*40miles=240 *57.5cents a			$	1,380
	Printing, Binding, Misc Costs			$	300
	PHASE 1 TOTAL	**460**		**$**	**61,680**

PHASE 2		2021		CES Consulting	
Step 3: Strategy/Mitigation Development		75			
	Meet with Managers, employees on strategies		35	$	3,500
	Utilizing group processes develop forward strategies		40	$	4,000
Step 4: Initiative Development		75			
	Draft specific Initiatives to build resiliency		20	$	2,000
	Collaborate with managers on financial impacts		15	$	1,500
	Propose a set of Initiatives for implementation		40	$	4,000
Step 5: Initiatives Implementation		100			
	Coordinate adopted initiative with managers		15	$	1,500
	Work with staff to develop procedures		25	$	2,500
	Develop schedules for implemetation		15	$	1,500
	Develop job aids for emergencies (flip books)		45	$	4,500
Submission of Reports		75			
	Produce status reports to Water Tx Plan Managers		30	$	3,000
	Incorporate into emergency response plan		15	$	1,500
	Produce a water system emergency response plan		20	$	2,000
	Certify to EPA that Emergency Plan is revised.		10	$	1,000
	Travel Expenses (5*20miles=100 *57.5cents a mile)			$	5,750
	Printing, Binding, Misc Costs			$	200
	PHASE 2 TOTAL	**325**		**$**	**38,450**

City Council Agenda Item Summary

Meeting Date: 6/15/2020 **Agenda Item Number:** 4a

Agenda Item Title: Ordinance 3072: Amending the 2020 budget

Staff Contact(s): Steve Hoglund

Approved by: Steve Hoglund

Action Type: Ordinance 3072

Item Summary: The Mayor and Finance Director worked closely with other Department Heads to identify a large number of budget opportunities within each department. Those recommended adjustments are summarized in the Ordinance by department. It is also recommended as part of this amendment that the budget reductions in non General Fund departments have that same amount of property tax revenues re-allocated back to the General Fund. The General Fund is the fund that will suffer the most from lost revenues, particularly sales tax, and the General Fund must continue to fund the basic services of the City.

Budget Impact

Amount Budgeted: $1,664,683.00

Proposed Expenditure:

Budget Amendment Required? Yes

Property Tax

Previous Action:

12/3/18 Budget adoption Ordinance 3032.
3/16/20 Resolution 2082 City response to Covid-19 crisis.
4/20/20 Covid-19 Finance update to Council.
5/26/20 Covid-19 Finance update to Council.

Recommended Motion: I move to adopt Ordinance 3072 amending the 2020 budget.

Alternative Actions: Do not adopt ordinance

Attachments In order presented:

- Covid Budget Amendment PowerPoint
- Ordinance 3072
- Full list of BARS numbers being adjusted

Budget Adjustment

Why a budget adjustment now?

- Continue to be proactive in our response to Covid 19:
  - March 16 resolution 2082 implemented a hiring and non essential purchasing freeze.
  - Departments have been holding back on purchasing, but putting the adjustment into the system makes budget monitoring easier, and the budget reduction real.
  - It will give us another baseline from which to work if Council needs to consider further action in the future.
  - Budgets can be refunded in future adjustments if economic impacts are less severe than expected.

- Try to prepare for the many unknown impacts to the City:
  - The full impact to tax revenues, and other fee based revenue streams.
  - Impact to General Fund from other areas:
    - Other funds may need General Fund support to remain cash positive (e.g. Wa Park).
    - Obligation to the County Jail that is currently funded through 3/10ths Public Safety sales tax.

Budget Adjustment

Amount of Adjustment by Expense

The expenses that will be adjusted lower fall within these budget categories across all Governmental Funds.

169,612	Staff Costs (wages, OT, Bene's)
71,300	Supplies
40,000	Inventory
39,000	Tools
1,193,222	Pro Services
17,000	Communication
53,186	Travel & Training
40,000	Rentals & Leases
41,363	Repairs
1,664,683	

Budget Adjustment

Amount of Adjustment by Department

The expenses that will be adjusted lower fall within these General Fund departments, and other Governmental Funds.

Proposed adjustments by department, 2020 budget

Total EXECUTIVE	19,000	
Total JUDICIAL	13,000	
Total FINANCE DEPARTMENT	38,000	
Total HUMAN RESOURCES DEPARTMENT	24,300	
Total PLANNING & COMMUNITY DEVELOPMENT	322,171	
Total LEGAL DEPARTMENT	15,000	
Total POLICE DEPARTMENT	68,800	
Total MEDIC/FIRE DEPARTMENT	219,700	
Total MUSEUM DEPARTMENT	15,500	
Total General Fund		735,471
Total PARKS & RECREATION FUND	124,612	
Total GRANDVIEW CEMETERY FUND	10,000	
Total PUBLIC LIBRARY FUND	94,000	
Total STREET MAINTENANCE FUND	679,600	
Total AMBULANCE SERVICE FUND	21,000	
Total Non General Fund		**929,212**
Grand Total Tax Funded Savings:	1,664,683	

This $929,212 will be adjusted back to the General Fund through Property Tax reallocation from the originating fund.

ORDINANCE 3072

AN ORDINANCE AMENDING ORDINANCE NO. 3032 ADOPTED ON DECEMBER 3, 2018, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE 2019/2020 BIENNIUM"

WHEREAS, The COVID-19 crisis and resulting State and Federal quarantine orders and guidelines have severely impacted City revenues, and

WHEREAS, The City has worked to identify budget areas of opportunity to reduce expenditures to accommodate the reduction in governmental revenues, and

WHEREAS, Expenditures and related revenues will be adjusted in the following departments and funds, and the non-General Fund departments will have resources allocated back to the General Fund through property tax allocation:

EXECUTIVE DEPARTMENT	19,000
JUDICIAL DEPARTMENT	13,000
FINANCE DEPARTMENT	38,000
HR DEPARTMENT	24,300
PLANNING DEPARTMENT	322,171
LEGAL DEPARTMENT	15,000
POLICE DEPARTMENT	68,800
MEDIC/FIRE DEPARTMENT	219,700
MUSEUM DEPARTMENT	15,500
PARKS & RECREATION FUND	124,612
GRANDVIEW CEMETERY FUND	10,000
PUBLIC LIBRARY FUND	94,000
STREET MAINTENANCE FUND	679,600
AMBULANCE SERVICE FUND	21,000
Total	1,664,683

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. Ordinance No. 3032 dated December 3, 2018 adopting the Budget for all Municipal purposes and Uses for the 2019/2020 Biennium is hereby amended to reflect the aforementioned revisions to expenditures and revenues in those funds.

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 15th day of June, 2020.

CITY OF ANACORTES, WASHINGTON

BY: ____
Laurie Gere, Mayor

ATTEST:

(Corporate Seal)

____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

____
Darcy Swetnam, WSBA #40530
City Attorney

FULL LIST OF BARS NUMBERS BEING ADJUSTED

001.120.513.10.41	Professional Services	15000	
001.120.513.10.43	Travel & Training	4000	19,000
001.130.515.93.41	Professional Services	10,000	
001.130.515.93.43	Travel & Training	3,000	13,000
001.210.514.20.31	Office & Operating Supplie	4,000	
001.210.514.20.41	Professional Services	30,000	
001.210.514.20.43	Travel & Training	4,000	38,000
001.230.518.10.43	Travel & Training	2,500	
001.230.518.12.41	Professional Services	5,000	
001.230.518.13.41	Professional Services	5,000	
001.230.521.10.41	Professional Services	5,000	
001.230.521.10.43	Travel & Training	150	
001.230.522.10.41	Professional Services	6,000	
001.230.522.10.43	Travel & Training	650	24,300
001.240.554.90.41	Professional Services	1,062	
001.240.558.50.43	Travel & Training	2,126	
001.240.558.60.41	Professional Services	100,000	
001.240.558.60.43	Travel & Training	2,279	
001.240.558.60.48	Repairs & Maintenance	21,863	
001.240.558.70.41	Professional Services	193,560	
001.240.558.70.43	Travel & Training	1,281	322,171
001.250.511.30.41	Professional Services	1,000	
001.250.515.30.41	Professional Services	10,000	
001.250.515.30.43	Travel & Training	4,000	15,000
001.310.521.10.31	Office & Operating Supplie	2,000	
001.310.521.10.35	Small Tools & Minor Equip	1,000	
001.310.521.30.31	Office & Operating Supplie	5,000	
001.310.521.40.43	Travel & Training	10,000	
001.310.521.50.48	Repairs & Maintenance	3,000	
001.310.521.70.12	Overtime	10,000	
001.310.521.70.35	Small Tools & Minor Equip	35,000	
001.310.521.70.48	Repairs & Maintenance	1,500	
001.310.554.30.31	Office & Operating Supplie	300	
001.310.554.30.41	Professional Services	1,000	68,800
001.320.522.10.31	Office & Operating Supplie	6,000	
001.320.522.10.41	Professional Services	26,000	
001.320.522.10.43	Travel & Training	700	
001.320.522.20.12	Overtime	25,000	
001.320.522.20.31	Office & Operating Supplie	20,000	
001.320.522.20.42	Communication	17,000	
001.320.522.20.48	Repairs & Maintenance	10,000	
001.320.522.30.43	Travel & Training	3,000	
001.320.522.45.43	Travel & Training	3,000	
001.320.522.51.41	Professional Services	14,000	
001.320.522.52.31	Office & Operating Supplie	1,000	

Summary of Adjustments by Type

169,612	.10 .12 .20 Staff Costs
71,300	.31 Supplies
40,000	.34 Inventory
39,000	.35 Tools
1,193,222	.41 Pro Services
17,000	.42 Communication
53,186	.43 Travel & Training
40,000	.45 Rentals & Leases
41,363	.48 Repairs
1,664,683	

001.320.522.52.41	Professional Services	5,000	
001.320.522.53.41	Professional Services	4,000	
001.320.522.53.45	Operating Rentals & Lease	40,000	
001.320.522.54.31	Office & Operating Supplie	6,000	
001.320.525.60.35	Small Tools & Minor Equip	3,000	
001.320.525.60.41	Professional Services	30,000	
001.320.525.60.43	Travel & Training	6,000	219,700
001.450.575.30.43	Travel & Training	2,500	
001.450.575.32.31	Office & Operating Supplie	6,000	
001.450.575.32.41	Professional Services	2,000	
001.450.575.35.48	Repairs & Maintenance	5,000	15,500
101.410.571.00.10	Salaries & Wages	40,000	
101.410.575.52.10	Salaries & Wages	22,743	
101.410.576.80.10	Salaries & Wages	61,869	124,612
102.430.536.00.10	Salaries & Wages	10,000	10,000
103.440.572.20.34	Supplies Purchased for Inv	40,000	
103.440.572.20.41	Professional Services	50,000	
103.440.572.20.43	Travel & Training	4,000	94,000
104.720.542.30.41	Professional Services	679,600	679,600
110.320.522.70.31	Office & Operating Supplie	21,000	21,000
			1,664,683

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning June 22, 2020

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 and vouchers are 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.

June 22, 2020

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July 6, 2020

•Resolution 2094: A Guide for Expanding Restaurant and Retail Space in the Central Business District (Discussion/Possible Action)

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July 13, 2020

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July 20, 2020

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July 27, 2020

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August 3, 2020

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August 10, 2020

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August 17, 2020

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Jun 15, 2020, 5:00 PM, Teleconference
•Fiber, Thursday, Jun 18, 2020, 2:30 PM, Teleconference
•Planning, Monday, Jun 22, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, Jun 24, 2020, 5:00 PM, Teleconference
•Library, Thursday, Jun 25, 2020, 12:30 PM, Teleconference
•Community Center / Pool, Thursday, Jun 25, 2020, 3:30 PM, TBD
•Fiber, Thursday, Jul 2, 2020, 2:30 PM, Teleconference
•Public Works, Monday, Jul 6, 2020, 5:00 PM, Teleconference

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